

**AGENDA**  
**LEXINGTON COUNTY COUNCIL**  
**Committee Meetings**  
**Tuesday, January 13, 2009**  
**Second Floor - County Administration Building**  
**212 South Lake Drive, Lexington, SC 29072**  
**Telephone - 803-785-8103 - FAX 803-785-8101**

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

**2:00 p.m. - 2:50 p.m. - Economic Development**

- (1) Lexington County Resource Guide - Economic Development - Chuck Whipple, Senior Project Manager
- (2) Saxe Gotha Industrial Park Infrastructure Timeline/Budget Update (Goal 2) - Economic Development - Chuck Whipple, Senior Project Manager and John Fechtel, Director of Public Works
- (3) Solectron Incentive Request - Economic Development - Chuck Whipple, Senior Project Manager
- (4) Resolution for Hahl, Inc.....**A**
- (5) Approval of Minutes - Meeting of November 18, 2008 .....**B**
- (6) Old Business/New Business
- (7) Adjournment

**2:50 p.m. - 2:55 p.m. - Planning & Administration**

- (1) Approval of Minutes - Meeting of November 18, 2008 .....**C**
- (2) Old Business/New Business - Landuse Growth
- (3) Adjournment

**2:55 p.m. - 3:00 p.m. - Justice**

- (1) Violent Crime Task Force Grant Application - Solicitor's Office (Goal 3) - Rick Hubbard, Assistant Solicitor II .....**D**
- (2) Approval of Minutes - Meeting of November 18, 2008 .....**E**
- (3) Old Business/New Business
- (4) Adjournment

**3:00 p.m. - 3:05 p.m. - Health & Human Services**

- (1) Approval of Minutes - Meeting of November 18, 2008 .....**F**
- (2) Old Business/New Business
- (3) Adjournment

**3:05 p.m. - 3:10 p.m. - Public Works**

- (1) Approval of Minutes - Meeting of November 18, 2008 ..... **G**
- (2) Old Business/New Business - Traffic Congestion, Alternate Paving
- (3) Adjournment

**3:10 p.m. - 3:15 p.m. - Solid Waste**

- (1) Approval of Minutes - Meeting of November 18, 2008 ..... **H**
- (2) Old Business/New Business - Disposal Fees for Old Tires, Contract for Wood Waste  
Grinder Services
- (3) Adjournment

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

- (1) Relocation of Two Grave Sites (Drafts) - Heath P. Taylor, Attorney - Taylor Law Firm  
LLC - 3618 Sunset Blvd., West Columbia, SC 29169 ..... **I**
- (2) Approval of Minutes - Meetings of November 18, 2008 ..... **J**
- (3) Old Business/New Business - Dress Code
- (4) Adjournment

**Economic Development**

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

**Justice**

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

**Public Works**

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

**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

**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

**Solid Waste**

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

**A G E N D A**  
**LEXINGTON COUNTY COUNCIL**

**Tuesday, January 13, 2009**

**Second Floor - Dorothy K. Black Council Chambers - County Administration Building**

**212 South Lake Drive, Lexington, South Carolina 29072**

**Telephone - 803-785-8103 FAX - 803-785-8101**

**4:30 P.M. - COUNCIL CHAMBERS**

**Call to Order/Invocation**

**Pledge of Allegiance**

**Presentation of Appreciation**

**ELECTION OF OFFICERS**

Chairman

Vice Chairman

Appointment of Parliamentarian

**Chairman's Report**

**Administrator's Report**

(1) Shining Stars

**Employee Recognition - Katherine Hubbard, County Administrator**

**Appointments ..... K**

**Bids/Purchases/RFPs**

(1) Gaston Branch Library Addition - Furniture and Equipment - Library Services ..... **L**

(2) NFPA Standard Flame Resistant Uniform Rentals for Public Safety/Fire Service -  
(Term Contract)..... **M**

**Approval of Minutes - Meeting of November 18, 2008 ..... N**

**Zoning Amendments**

(1) Zoning Map Amendment M08-07 - White Water Drive, Portion of Rocky Ramp Drive and  
Launch Court - 3<sup>rd</sup> and Final Reading ..... **O**

(2) Zoning Map Amendment M08-08 - Three Oak Lane and Water Oak Trail - 3<sup>rd</sup> and Final  
Reading..... **P**

(3) Zoning Map Amendment M08-13 - Stagecoach Road - 1<sup>st</sup> Reading ..... **Q**

**Ordinances**

- (1) 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 (CMC Steel SC ) - 2<sup>nd</sup> Reading.....**R**
- (2) Ordinance 09-02 - An Ordinance Approving the Conveyance of Real Estate from the County of Lexington to John J. Miller - 1<sup>st</sup> Reading..... **S**

**Committee Reports**

**Economic Development, S. Davis, Chairman**

- (1) Solectron Incentive Request
- (2) Resolution for Hahl, Inc. - **Tab A**

**Justice, B. Banning, Sr., Chairman**

- (1) Violent Crime Task Force Grant Application - **Tab D**

**Committee of the Whole, B. Derrick, Chairman**

- (1) Relocation of Two Grave Sites (Drafts) - **Tab I**

**Budget Amendment Resolutions**

**6:00 P.M. - Public Hearings**

- (1) Ordinance 08-18 - An Ordinance Amending Section 46-1 of the Lexington County Ordinance in Regards to Disposal of County-owned Real Property.....**T**
- (2) Ordinance 08-16 - An Ordinance to Amend the Lexington County Code of Ordinances, Chapter 14, Building and Building Regulations; by Adding a New Article Therein for the Purpose of Establishing Regulations and Requirements Related To Smoking in the Unincorporated Areas of Lexington County.....**U**

**OLD BUSINESS/NEW BUSINESS**

**EXECUTIVE SESSION/LEGAL BRIEFING**

**MATTERS REQUIRING A VOTE AS A RESULT OF EXECUTIVE SESSION**

**ADJOURNMENT**

**GOALS**

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



**Resolved** this \_\_\_\_ day of January 2009.

**LEXINGTON COUNTY, SOUTH CAROLINA**

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

(SEAL)  
ATTEST:

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Diana Burnett, Clerk to Council  
Lexington County Council

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

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**COUNTY OF LEXINGTON**  
**FINANCE DEPARTMENT**

**interoffice**  
MEMORANDUM

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**to:** County Council

**from:** Adam DuBose, Manager of Grants Administration

**subject:** Violent Crime Task Force Grant Application

**date:** January 6, 2009

The Solicitor's Office is seeking your approval to apply for the third and final year of funding for the Violent Crime Task Force Grant. The application in the amount of \$127,149 will be used to fund an Investigator, a Case Manager, and other items these individuals will need to perform their daily duties.

This grant will be funded \$95,362 (75%) with federal funds and the 25% (\$31,787) match will come from the Solicitor's State Fund.

The deadline to apply for this grant is January 16, 2009.

## COUNTY OF LEXINGTON Grant Request Summary Form

**Title of Grant:** Violent Crimes Task Force

**Fund:** 2469 Violent Crimes Task Force **Department:** 141200 Solicitor  
*No. Title No. Title*

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

**Grant Overview:**

There is an Investigator and a Case Manager that is funded on this grant. A new laptop computer is being requested to replace the current laptop in the Investiagtor's vehicle. The investigator is also requesting a taser, which will allow him the option to use less-than lethal force instead of having to always drawing his gun.

This is the third and final year of eligible funding from the Department of Public Safety. The Solicitor will pick these postions up in his budget once funding runs out.

Amount of the application is \$127,149, with a 25% match.

**Grant Period:** 07/01/09 to 06/30/10

**Responsible Departmental Grant Personnel:** Rick Hubbard, Assistant Solicitor II

**Date Grant Information Released:** 11/05/08 **Date Grant Application Due:** 01/16/09

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

<b>Personnel</b>	\$	105,649.00
<b>Operating</b>	\$	18,049.00
<b>Capital</b>	\$	3,451.00
<b>Total</b>	\$	<u>127,149.00</u>

**Local Match Required:** Yes  No

<b>If Yes, What is the Percentage / Amount:</b>	<u>75%</u>	<u>\$95,362.00</u>
	<u>25%</u>	<u>\$31,787.00</u>
	<i>%</i>	<i>\$ Amount</i>

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

It is recommended that the program continues after the grant has ended.

Dept. Preparer:	LC	1/5/2009
Dept. Approval:	RH	1/5/2009
Finance Approval:	AD	1/6/2009
	<i>Initials</i>	<i>Date</i>

**COUNTY OF LEXINGTON  
VIOLENT CRIME TASK FORCE  
Annual Budget  
Fiscal Year - 2009-10**

Object Code	Revenue Account Title	Actual 2007-08	Received Thru Dec 2008-09	Amended Budget Thru Dec 2008-09	Projected Revenues Thru Jun 2008-09	Requested 2009-10	Approved 2009-10
<b>*Solicitor - Violent Crime Task Force 2469:</b>							
<b>Revenues (Organization: 000000)</b>							
457000	Federal Grant Income	72,208	0	99,943	99,943	95,362	
461000	Investment Interest	74	0	0	0	0	
463005	Ins. Prorated Premium Adj.	65	0	0	0	0	
802611	Op Trn From Sol/State Funds	55,623	8,326	33,303	33,303	31,787	
<b>** Total Revenue</b>		<u>127,970</u>	<u>8,326</u>	<u>133,246</u>	<u>133,246</u>	<u>127,149</u>	
<b>***Total Appropriation</b>					137,158	127,149	
FUND BALANCE							
Beginning of Year					<u>17,286</u>	<u>13,374</u>	
FUND BALANCE - Projected							
End of Year					<u>13,374</u>	<u>13,374</u>	

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

**COUNTY OF LEXINGTON  
VIOLENT CRIME TASK FORCE  
Annual Budget  
Fiscal Year - 2009-10**

Fund: 2469  
Division: Solicitor  
Organization: 141200 - Solicitor

Object Expenditure Code Classification		<i><b>BUDGET</b></i>				
		2007-08 Expend	2008-09 Expend (Dec)	2008-09 Amended (Dec)	2009-10 Requested	2009-10 Recommend
<b>Personnel</b>						
510100	Salaries & Wages - 2	52,345	35,178	76,715	79,444	79,444
511112	FICA Cost	3,873	2,564	5,869	6,077	6,077
511113	State Retirement	0	0	3,442	3,304	3,304
511114	Police Retirement	2,908	2,012	4,426	4,488	4,488
511120	Insurance Fund Contribution - 2	7,680	6,000	12,000	12,000	12,000
511130	Workers Compensation	1,003	674	1,408	336	336
511213	State Retirement - Emplr. Port. (Retiree)	2,326	1,593	0	0	0
	<b>* Total Personnel</b>	<b>70,135</b>	<b>48,021</b>	<b>103,860</b>	<b>105,649</b>	<b>105,649</b>
<b>Operating Expenses</b>						
521000	Office Supplies	0	756	800	1,000	1,000
521208	Police Supplies	0	1,509	1,600	800	800
522300	Vehicle Repairs & Maintenance	3	17	1,000	1,000	1,000
524100	Vehicle Insurance - 1	594	265	600	600	600
524201	General Tort Liability Insurance	0	0	56	56	56
524202	Surety Bonds	0	0	25	0	0
525000	Telephone	0	0	480	480	480
525020	Pagers and Cell Phones	160	438	2,475	2,400	2,400
525021	Smart Phone Charges	1,209	0	0	0	0
525030	800 MHz Radio Service	1,284	180	1,560	1,560	1,560
525041	E-mail Service Charges	0	90	240	240	240
525210	Conference & Meeting Expenses	3,502	3,739	5,918	4,993	4,993
525230	Subscriptions, Dues, & Books	0	998	1,000	0	0
525400	Gas, Fuel, & Oil	1,750	1,378	5,820	4,220	4,220
525600	Uniform Shirts & Clothing	348	996	2,151	700	700
529903	Contingency	0	0	0	0	0
	<b>* Total Operating</b>	<b>8,850</b>	<b>10,366</b>	<b>23,725</b>	<b>18,049</b>	<b>18,049</b>
	<b>** Total Personnel &amp; Operating</b>	<b>78,985</b>	<b>58,387</b>	<b>127,585</b>	<b>123,698</b>	<b>123,698</b>
<b>Capital</b>						
540000	Small Tools & Minor Equipment	996	4,982	5,495	0	0
540010	Minor Software	313	3,527	4,078	400	400
	All Other Equipment	30,390	0	0		
	(1) Laptop Computer w/ Accessories				1,851	1,851
	(1) Taser (X-26)				1,200	1,200
	<b>** Total Capital</b>	<b>31,699</b>	<b>8,509</b>	<b>9,573</b>	<b>3,451</b>	<b>3,451</b>
	<b>*** Total Budget Appropriation</b>	<b>110,684</b>	<b>66,896</b>	<b>137,158</b>	<b>127,149</b>	<b>127,149</b>

### **SECTION III. - PROGRAM OVERVIEW**

#### **Summary of Programs:**

VIOLENT CRIME TASK FORCE

#### **Objectives:**

To retain and expand the Violent Crime Task Force within the Solicitor's office to aggressively prosecute violent offenders, thereby reducing the growing backlog of violent crimes and bringing justice to the citizens of Lexington County who are the victims of these most egregious and heinous crimes.

This objective to aggressively prosecute violent offenders by reducing by 5% the time from arrest to adjudication by July 1, 2008 has been endorsed by County Council to meet the overall goal to provide public services to citizens of Lexington County.

#### **Service Standards:**

- a. To decrease the time a violent case is pending from arrest to adjudication.
- b. To decrease the time a violent offender is in pre-trial detention from arrest to adjudication.
- c. To minimize the trauma to victims of violent crime during the prosecution process.
- d. To increase the knowledge and skills of prosecutors and investigators on the Violent Crime Task Force.

### SECTION III. - SERVICE LEVELS

#### Service Level Indicators (Objective Achievements)

**Objective: To decrease the time a violent case is pending from arrest to adjudication.**

On July 01, 2007, there were 484 violent case pending. During the course of the fiscal year (July 1, 2007 to July 1, 2008), an additional 350 new violent cases were added to the roster, for a total of 834 violent cases. During the same period of time, the Violent Crime Task Force disposed of 346 cases, ending the fiscal year with a total of 491 violent cases. In short, the Task Force moved approximately the same number of violent cases as it received during the July 1, 2007 to July 1, 2008 fiscal year. This was a major accomplishment for our office, considering the amount of time and work it takes to move violent cases. In addition, the Task Force accomplished this with one less prosecutor than the previous year.

Of the 346 cases disposed of by the Task Force, 207 cases were pending for more than one year, and the other 107 cases were six months to one year old. This is due to the priority the Task Force has placed on moving the oldest pending violent cases and having a dedicated team of Prosecutors and Investigators focused specifically on violent cases.

Of the disposed cases, 122 were handled by way of guilty pleas (71 cases plead as charged). An additional 16 were found guilty following a jury trial. Two hundred and two charges were dismissed, but the overwhelming majority of these were dismissed because the defendant pleaded guilty to other related, more serious crimes.

In time, the continued focus on disposing of the oldest pending cases will necessarily decrease the time the average violent case is pending from arrest to adjudication. Our accomplishments thus far would not have been possible without the grant which enabled us to form the Violent Crime Task Force

**Objective: To decrease the time a violent offender is in pre-trial detention from arrest to adjudication.**

Approximately 50% if all defendants charged with a pending violent crime are incarcerated in the Lexington County Detention Center, and the majority of these defendants remain incarcerated until their cases are handled in court.

The Violent Crime Task Force has placed special emphasis on disposing of the cases of violent offenders who are incarcerated. During the July 1, 2007 to June 30, 2008 fiscal year, the Lexington County Detention Center experienced and unprecedented 22% reduction in their average daily inmate population. The Violent Crime Task Force is represented on Jail Overcrowding Committee which is presided over by the Chief Judge for Administrative Purposes. On August 26, 2008, the Lexington County Council was presented the County Achievement Award for the work done by the Jail Overcrowding Committee. The Lexington County Sheriff's Department, which manages the jail, attributes this large drop in inmate population primarily due to the Eleventh Circuit Solicitor's Office, and to the Violent Crime Task Force in particular.

**Impact:**

The Violent Crime Task Force has had a tremendous impact on the violent crime docket in Lexington County. As mentioned above, there were 484 cases pending as of July 1, 2007, and 350 violent cases added to the violent crime docket by June 30, 2008. During the same period of time, 346 violent cases were handled by the Task Force, leaving 491 cases pending. This was a major accomplishment considering the time, resources, and effort required to move these cases. As noted, 207 of these cases were more that a year old, and 107 cases were 6 months to a year old. The longest pending violent cases are clearly being dealt with by the Task Force.

A review of Homicide cases handled from July 1, 2007 to June 30, 2008 is illuminating. As of July 1<sup>st</sup>, there were 42 pending homicides. Fifteen more homicides were added to the docket during the course of the fiscal year for a total of 57 homicide cases. Twenty eight of these cases were handled by the Task Force during the year, leaving 29 homicide cases pending. The year prior to the Task Force being implemented the Solicitor's Office handled only 16 homicide cases. Of the 28 cases handled by the Task Force, all of them were over one year old, and all but one defendant was incarcerated.

With the Violent Crime Task Force, everyone fills a critical role. The senior prosecutors have a lead role. They review the cases and provide the necessary direction to the Investigators and Case Managers for the preparation of the cases. These prosecutors negotiate pleas, and they try the cases in court.

The Investigators follow up on the work done by law enforcement. Whereas law enforcement investigates a case in order to make an arrest, based on probable cause; Task Force Investigators work on finding the additional witnesses and evidence necessary to prosecute the case to a standard of "beyond a reasonable doubt". The involvement of Task Force Investigators at an earlier stage maximizes the prosecution of violent cases by reducing the problems associated with delay; degradation of evidence, loss of evidence, the inability to locate witnesses etc.

The case managers on the Violent Crime Task Force handle the tedious and time consuming task of organizing the case files, gathering and copying discovery for the defense, and preparing the file for prosecution.

**SECTION IV. - SUMMARY OF REVENUES**

**457000 – Federal Grant Income** **\$95,362**

The federal funds will make up 75% of the application funding.

**802611 – Op Trn from Solicitor State Fund** **\$31,787**

The Solicitor's State Fund will make up the remaining 25% of the funding.

**SECTION V. – LINE ITEM NARRATIVES**

**SECTION V. A. – LISTING OF POSITIONS**

**LISTING OF POSITIONS**

**Current Staffing Level:**

<u>Job Title</u>	<u>Positions</u>	<u>Full Time Equivalent</u>		<u>Total</u>	<u>Grade</u>
		<u>General Fund</u>	<u>Other Fund</u>		
Investigator	1		1	1	13
Case Manager	1		1	1	9

Violent crimes are the most complicated and difficult to prepare and prosecute. With the Violent Crime Task Force, everyone fills a critical role. Investigators are necessary to follow up on the work done by law enforcement in order to get cases ready for trial. Case managers are necessary to organize case files, copy and prepare discovery, and preparing the case file for prosecution.

A deputy solicitor will continue to supervise the assignment and prosecution of the office's violent crime caseload. The cases focused on include all crimes involving intentional homicides, such as murder and voluntary manslaughter, but it also includes cases such as armed robbery, carjacking, burglary (first degree), arson (first degree), kidnapping, and assault and battery with intent to kill. Cases involving criminal sexual conduct (first degree) where the victim is an adult and where there is evidence of one or more additional violent crimes are also included.

**SECTION V. - PERSONNEL LINE ITEM NARRATIVES**

<b>510100 – Salaries and Wages</b>	<b>\$79,444</b>
Investigator – Grade 13 – Calculated at 10% above the 2008-09 minimum of the grade = \$43,571	
Case Manager – Grade 9 – Calculated at 10% above the 2008-09 current salary = \$35,873	
<b>511112 – FICA</b>	<b>\$6,077</b>
7.65 % of salaries of the two positions. (7.65% x \$79,444 = \$6,077)	
<b>511113 – State Retirement</b>	<b>\$3,304</b>
9.21 % of the case manager’s salary. (9.21% x \$35,873 = \$3,304)	
<b>511114 – Police Retirement</b>	<b>\$4,488</b>
10.3 % of the investigator’s salary. (10.3% x \$43,571 = \$4,488)	
<b>511120 – Employee Insurance</b>	<b>\$12,000</b>
Calculated at \$6,000 per employee. (\$6,000 x 2 employees = \$12,000)	
<b>511130 – Worker’s Compensation</b>	<b>\$336</b>
Calculated at 0.423% of salaries. (0.423% x \$79,444 = \$336)	

**SECTION V. B. - OPERATING LINE ITEM NARRATIVES**

**521000 – Office Supplies \$1,000**

Items to be purchased including but not limited to pens, printer ink and paper, file jackets, folders, CD-RW disks, and other general items that are used daily.

**521208 – Police Supplies \$800**

Estimated amount to maintain and replenish police supplies assigned to the Investigator used in daily operations.

**522300 – Vehicle Repairs & Maintenance \$1,000**

Estimated repairs and maintenance costs for 1 vehicle.

**524100 – Vehicle Insurance \$600**

Insurance for 2008 Chevy Impala, purchased during grant year 1. Estimate for one year.

**524201 – General Tort Insurance \$56**

**525000 – Telephone \$480**

Estimated cost of phone service for 2 current employees  $\$240 \times 2 = \$480$

**525020 – Pagers and Cell Phones \$2,400**

Nextel service for 2 phones at \$50 per month  $\$50 \times 12 \times 2 = \$1,200$   
Air-Card Service for 2 cards at \$50 per month  $\$50 \times 12 \times 2 = \$1,200$

**525030 – 800 MHz Radio Service \$1,560**

Service for (1) Motorola Radio for the Investigator

**525041 – Email Accounts \$240**

$\$10$  per month  $\times 2$  employees  $\times 12$  months =  $\$360$

**525210 – Conference and Meeting Expenses \$4,993**

For (2) Investigators to attend classes on Homicide and/or Violent Crimes:

Registration:  $\$500 \times 2 = \$1,000$   
Air Fare:  $\$781 \times 2 = \$1,562$   
Lodging:  $\$171/\text{night} \times 5 \text{ nights} \times 2 = \$1,710$   
Per Diem:  $\$30/\text{day} \times 6 \text{ days} \times 2 = \$360$   
Parking:  $\$15/\text{day} \times 6 \text{ days} \times 2 = \$180$   
Car Rental  $\$36.20/\text{day} \times 5 \text{ days} = \$181$   
Total \$ 4,993

**525400 – Gas, Fuel, and Oil \$4,220**

Estimated amount for gas and oil for one vehicle.

**525600 – Uniforms and Clothing \$700**

Uniform Shirts for the Investigator  $\$25$  per shirt  $\times 14 = \$350$   
Uniform Pants for the Investigator  $\$50$  per pant  $\times 7 = \$350$

**SECTION V. C. - CAPITAL LINE ITEM NARRATIVES**

**540010 – Minor Software \$400**

Software will be needed for the new computer purchased for the Investigator. The estimated cost is \$400.

**(1) Laptop Computer \$1,851**

One (1) Laptop Computer suitable for in-car use.

**(1) X-26 Taser \$1,200**

One (1) standard issued X-26 taser with air cartridges. This will afford the Investigator an effective less-than lethal option to neutralize a threat without resulting to deadly force.

**APPENDIX A. - LISTING OF VEHICLES**

<b>ITEM</b>	<b>ASSIGNMENT</b>	<b>COUNTY ID NUMBER</b>
2008 Chevy Impala	Larry D. Crutchlow, Investigator	30614

**APPENDIX B. - LISTING OF TELECOMMUNICATIONS EQUIPMENT**

**Current Equipment**

- (2) Nextel Phone
- (2) Office Lines
- (2) Sprint Air-Cards

<b>ITEM</b>	<b>ASSIGNMENT</b>	<b>PHONE NUMBER</b>
(1) Nextel Phone	Larry D. Crutchlow, Investigator	(803) 223-1584
(1) Nextel Phone	Geri L. Harrison, Case Manager	(803) 518-8073

<b>ITEM</b>	<b>ASSIGNMENT</b>	<b>PHONE NUMBER</b>
(1) Office Phone Line	Larry D. Crutchlow, Investigator	(803) 785-8316
(1) Office Phone Line	Geri L. Harrison, Case Manager	(803) 785-8286

<b>ITEM</b>	<b>ASSIGNMENT</b>
(1) Sprint Air Card	Larry D. Crutchlow, Investigator
(1) Sprint Air Card	Geri L. Harrison, Case Manager

**APPENDIX C. - LISTING OF 800MHz RADIOS**

<b>ITEM</b>	<b>SERIAL NUMBER</b>	<b>COUNTY ID</b>	<b>ASSIGNMENT</b>
Motorola XTS 5000	721CJD1284	31153	Larry D. Crutchlow, Investigator

**STATE OF SOUTH CAROLINA  
DEPARTMENT OF PUBLIC SAFETY  
Office Of Justice Programs  
Justice Assistance Grant Program**

Grant #   
App #

**To Be Completed by Project Director**

**Section 1**

County Name:

**Section 2**

Grant Period:   
Begin:   
End:

**Section 3**

Project Title:

**Section 4**

Project Summary: With the implementation of the Violent Crimes Task Force the County of Lexington has seen an unprecedented reduction in the inmate population at the Lexington County Detention Center equating to roughly 22%. This reduction is directly correlated to the speed at which the Task Force is disposing of Violent Cases. Since implementation the Task Force has successfully speed up the time from arrest to adjudication in Violent Cases resulting in swifter punishment for offenders and closure to the victims of Violent Crimes.

**Section 5**

Type of Application

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

**Section 6**

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

**Section 7**

FEIN:

Agency Name

Address

City

State

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

10 Digit Zip

(Area) Phone #:

(Area) Fax #:

**COMPLETE PAGES 2&3 BEFORE COMPLETING THIS SECTION**

**Section 8**

**BUDGET**

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

a. BUDGET CATEGORIES	GRANTOR	AGENCY MATCH	TOTAL
Personnel	<input type="text" value="\$79,237"/>	<input type="text" value="\$26,412"/>	<input type="text" value="\$105,649"/>
Contractual Services	<input type="text" value="\$0"/>	<input type="text" value="\$0"/>	<input type="text" value="\$0"/>
Travel	<input type="text" value="\$8,110"/>	<input type="text" value="\$2,703"/>	<input type="text" value="\$10,813"/>
Equipment	<input type="text" value="\$2,288"/>	<input type="text" value="\$763"/>	<input type="text" value="\$3,051"/>
Other	<input type="text" value="\$5,727"/>	<input type="text" value="\$1,909"/>	<input type="text" value="\$7,636"/>
TOTAL:	<input type="text" value="\$95,362"/>	<input type="text" value="\$31,787"/>	<input type="text" value="\$127,149"/>
b. PERCENTAGE:	75%	25%	100 %

**Section 9**

APPROPRIATION OF NON-GRANTOR  
MATCHING FUNDS

Other (Explain):

WHOLE DOLLARS ONLY		BUDGET DESCRIPTION			Page 2	
<b>MATCHING FUNDS CATEGORIES</b>						
		<b>GRANTOR</b>	<b>CASH</b>	<b>TOTAL</b>		
<b>PERSONNEL</b>						
SALARIES		% of Time				
Position Title	On Project	Quantity				
INVESTIGATOR	100%	1	\$32,678	\$10,893	\$43,571	
		1	\$0	\$0	\$0	
<b>TOTAL SALARIES:</b>			\$32,678	\$10,893	\$43,571	
<b>EMPLOYER CONTRIBUTIONS (Fringe Benefits)</b>						
	% or Rate	X Base				
Social Security & Medicare (FICA)	7.65%	43,571	\$2,500	\$833	\$3,333	
Retirement	10.3%	43,571	\$3,366	\$1,122	\$4,488	
Worker's Compensation Insurance	0.423%	43,571	\$138	\$46	\$184	
Unemployment Insurance (on first \$7,000 only)			\$0	\$0	\$0	
Health Insurance	6,000	1	\$4,500	\$1,500	\$6,000	
Dental Insurance			\$0	\$0	\$0	
Pre-Retirement Death Benefit			\$0	\$0	\$0	
Accident Death Benefit (Police Officers)			\$0	\$0	\$0	
Other Employer Contributions (Itemize)			\$0	\$0	\$0	
<b>TOTAL EMPLOYER CONTRIBUTIONS:</b>			\$10,504	\$3,501	\$14,005	
<b>TOTAL PERSONNEL:</b>			\$43,182	\$14,394	\$57,576	
<b>CONTRACTUAL SERVICES:</b>						
(Itemize - DO NOT include professional fees for doctors, psychologists, etc. )						
			\$0	\$0	\$0	
<b>TOTAL CONTRACTUAL SERVICES</b>			\$0	\$0	\$0	
<b>TRAVEL:</b>						
(Itemize-include mileage, airline cost, lodging, per diem, parking, car rental)						
AIRFARE			\$1,171	\$391	\$1,562	
MILEAGE (@ Federal Rate)			\$4,365	\$1,455	\$5,820	
REGISTRATION			\$750	\$250	\$1,000	
LODGING			\$1,283	\$427	\$1,710	
PARKING			\$135	\$45	\$180	
PER DEIM			\$270	\$90	\$360	

CAR RENTAL	\$136	\$45	\$181
<b>TOTAL TRAVEL:</b>	<b>\$8,110</b>	<b>\$2,703</b>	<b>\$10,813</b>

Show Section 2-A Enabled

WHOLE DOLLARS ONLY **BUDGET DESCRIPTION** Section 2-A

**MATCHING FUNDS CATEGORIES**

GRANTOR CASH TOTAL

**PERSONNEL**

SALARIES	% of Time	Quantity	GRANTOR	CASH	TOTAL
Position Title	On Project				
CASE MANAGER	100%	1	\$26,905	\$8,968	\$35,873
<b>TOTAL SALARIES:</b>			<b>\$26,905</b>	<b>\$8,968</b>	<b>\$35,873</b>

**EMPLOYER CONTRIBUTIONS (Fringe Benefits)**

% or Rate	X Base	GRANTOR	CASH	TOTAL	
Social Security & Medicare (FICA)	7.65%	35,873	\$2,058	\$686	\$2,744
Retirement	9.21%	35,873	\$2,478	\$826	\$3,304
Worker's Compensation Insurance	0.423%	35,873	\$114	\$38	\$152
Unemployment Insurance (on first \$7,000 only)			\$0	\$0	\$0
Health Insurance	6,000	1	\$4,500	\$1,500	\$6,000
Dental Insurance			\$0	\$0	\$0
Pre-Retirement Death Benefit			\$0	\$0	\$0
Accident Death Benefit (Police Officers)			\$0	\$0	\$0
Other Employer Contributions (Itemize)			\$0	\$0	\$0
<b>TOTAL EMPLOYER CONTRIBUTIONS:</b>			<b>\$9,150</b>	<b>\$3,050</b>	<b>\$12,200</b>
<b>TOTAL PERSONNEL:</b>			<b>\$36,055</b>	<b>\$12,018</b>	<b>\$48,073</b>

**TRAVEL:**

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

	\$0	\$0	\$0
<b>TOTAL TRAVEL:</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>

USE WHOLE DOLLARS ONLY

**BUDGET DESCRIPTION**

Page 3

**MATCHING FUNDS****CATEGORIES**

GRANTOR CASH

TOTAL

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

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

ITEM	QUANTITY	GRANTOR	CASH	TOTAL
IN CAR LAP-TOP COMPUTER	1	\$1,388	\$463	\$1,851
POLICE MODEL X-26 TASER	1	\$900	\$300	\$1,200
<b>TOTAL EQUIPMENT:</b>		<b>\$2,288</b>	<b>\$763</b>	<b>\$3,051</b>

**Other:**

TELEPHONE SERVICE		\$360	\$120	\$480
UNIFORMS AND CLOTHING		\$525	\$175	\$700
NEXTEL SERVICE		\$900	\$300	\$1,200
AIR CARD SERVICE		\$900	\$300	\$1,200
EMAIL ACCOUNTS		\$180	\$60	\$240
800 MHZ RADIO SERVICE		\$1,170	\$390	\$1,560
COMPUTER SOFTWARE		\$300	\$100	\$400
POLICE SUPPLIES		\$600	\$200	\$800
OFFICE SUPPLIES		\$750	\$250	\$1,000
GENERAL TORT INSURANCE		\$42	\$14	\$56
<b>TOTAL OTHER:</b>		<b>\$5,727</b>	<b>\$1,909</b>	<b>\$7,636</b>

**BUDGET NARRATIVE**

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

**PERSONNEL:**

**Investigator:** One Investigator dedicated to assisting Law Enforcement and Prosecutors in investigation and preparation of Violent Crime Cases.

**Case Manager:** One Case Manager dedicated to assisting Prosecutors in the preparation of violent crime case files and in legal research.

**TRAVEL:**

**Airfare:** For the Investigator to attend approved conferences and seminars.

**Lodging:** For Hotel accommodations for Investigator, and Case Manager while attending approved conferences and seminars.

**Per Diem:** For food and expenses for Investigator, and Case Manager while attending approved seminars and conferences.

**Mileage:** To cover the cost of gas for vehicle assigned to the Investigator, purchased during grant year one.

**Registration:** To cover registration fees for approved conferences and seminars for the Investigator, and Case Manager.

**Parking:** To cover parking costs at airports and/or on-site parking while attending approved seminars and conferences.

**Car Rental:** To cover the cost of renting a car when normal ground transportation is not available; or when the arriving airport is more that 30 miles from the site of the conference or seminar.

**EQUIPMENT:**

**In-Car Lap-Top Computer:** To replace existing in-car computer that is 5 years old. The in-car computer system allows for the Investigator to have access to the solicitor office network, SCDMV and SLED while in the field. This has proven to be an invaluable tool by increasing productivity, and Officer Safety, as well as decrease fuel consumption by limiting the number of times an Investigator has to return to a Crime Scene.

**Police Model X-26 Taser:** To afford the Investigator an effective less-than lethal weapon for protection. Investigators work alone, at night, in rural areas of Lexington County. Sometimes back-up is 10 to 15 minutes away. A Taser would subdue a subject under the influence of various substances, and allow the Investigator an alternative to protect himself or the public without having to result to the use of deadly force.

**OTHER:**

**Nextel Phone Service:** To cover the cost of (2) Nextel phones to be used by the Case Manager and Investigator.

**Air-Card Service:** To cover the cost of a mobile broadband connection used in the in-car computer system. This allows for a mobile, secure Internet connection while in the field.

**Uniforms and Clothing:** To cover the cost of uniform pants and shirts for the Investigator so he/she may be readily identifiable to the public as an Law Enforcement Officer and maintain uniformity among Criminal Investigators.

**Telephone Service:** To cover the cost of (2) Land-line office phones for the Investigator and Case Manager.

**E-Mail Accounts:** To cover the cost of email service which is vital for the Investigator, and Case Manager.

**800 MHz Radio Service:** To cover the cost for one year of radio service for a Motorola XTS 5000 hand-held radio, purchased during grant year two. This radio is assigned to the Investigator to maintain communication with

Lexington County Communications as well as other officers in the field. This is required by county policy governing law enforcement officers due to officer safety and insurance liability.

Computer Software: Cost to cover software for new in-car computer.

Police Supplies: To replace and replisish existing equipment used daily by the Investigator.

Office Supplies: Cover the cost of general operating supplies, including but not limited to: printer ink, copy paper, pens, notepads, page protectors, photo paper, etc.

General Tort Insurance: Covers the Investigator for claims that may arise during the course of his official duties.

Page 5	
<b>BUDGET NARRATIVE (Continued)</b>	

GRANT NO. 

Page 6

**ACCEPTANCE OF AUDIT REQUIREMENTS**

**PLEASE NOTE: State Agencies whose annual audit is covered by the State Auditor's office do not have to complete this form. Please enter "NA" in the boxes**

We agree to have an audit conducted in compliance with OMB Circular A-133, whichever is applicable. If a compliance audit is not required, at the end of each audit period we will certify in writing that we have not expended the amount of federal funds that would require a compliance audit (\$300,000). If required, we will forward for review and clearance a copy of the completed audit(s), including the management letter if applicable, to:

Stephen Fulmer, Manager  
Accounting - Grants  
S.C. Department of Public Safety  
P.O. Box 1993  
Blythewood, SC 29016

The following is information on the next organization-wide audit which will include this agency: (Use your Agency's fiscal year)

1. \*Audit Period: Beginning  Ending

2. Audit will be submitted to Accounting - Grants by:

(Date)

**NOTE: The audit or written certification must be submitted to Accounting - Grants, S.C. Department of Public Safety, no later than the ninth month after the end of the audit period.**

Additionally, we have or will notify our auditor of the above audit requirements prior to performance of the audit for the period listed above. We will also ensure that, if required, the entire grant period will be covered by a compliance audit which in some cases will mean more than one audit must be submitted. We will advise the auditor to cite specifically that the audit was done in accordance OMB A-133. Any information regarding the OMB Circular audit requirements will be furnished by Accounting - Grants, S.C. Department of Public Safety, upon request.

**\*NOTE: The Audit Period is the organization's fiscal or calendar year to be audited.**

**Failure to complete this form will result in your grant award being delayed and/or cancelled.**

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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# Taylor Law Firm LLC

3618 Sunset Boulevard (Highway 378) • Suite D  
West Columbia, South Carolina 29169  
Telephone: (803) 926-2205  
Facsimile: (803) 926-4966

Henry H. Taylor  
Mollie DuPriest Taylor  
Heath P. Taylor

Email: Henry@TaylorLawsc.com  
Mollie@TaylorLawsc.com  
Heath@TaylorLawsc.com

January 2, 2009

## VIA HAND DELIVERY

Diana Burnett  
Lexington County Council Clerk  
212 South Lake Drive  
Lexington, South Carolina 29072

RE: Drafts Family Cemetary

Dear Ms. Burnett:

Please accept this letter as my request, on behalf of NBT of Columbia, Inc, to be placed on the Lexington County Council agenda for the January 13, 2009 council meeting. Pursuant to S.C. Code Ann. § 27-43-10 (2007) *et seq.*, NBT seeks approval from the council in order to relocate the remains of two individuals found on property owned by NBT in Lexington County.

Notice of the proposed removal was published in The State newspaper on July 1, 2007 as required by S.C. Code Ann. § 27-43-10 (2007). I enclose a copy of the Affidavit of Publication. Also, the relatives of the persons sought to be relocated have entered into a settlement agreement with NBT and have consented to the relocation to a mutually agreed upon site. Exhibit B in the agreement contains a typographical error which is being corrected but does not alter the substance of the agreement. A copy of the Settlement Agreement and Release is enclosed. Additionally, although not required by statute, notice of the proposed settlement was published in the Lexington County Chronicle. A copy of this Affidavit of Publication is enclosed as well.

It is my belief, as well as that of counsel for the Drafts family, that all relevant provisions of S.C. Code Ann. § 27-43-10 (2007) *et seq.* have been complied with and we simply seek the council's approval as required by S.C. Code Ann. § 27-43-20 (2007). Of course, NBT will bear all expenses associated with the relocation.

Thank you for your attention to this matter and unless advised otherwise, I will plan to appear on

Diana Burnett  
January 2, 2009  
Page Two

---

January 13, 2009 to present this matter to the council.

With kindest regards, I am

TAYLOR LAW FIRM, LLC

A handwritten signature in black ink, appearing to read "Heath P. Taylor", is written over the printed name of the sender.

By: Heath P. Taylor

HPT/tdl

Enclosures

cc: Jeffrey M. Anderson, Esquire via U.S. Mail  
Katherine Hubbard via Hand Delivery  
Joseph M. McCulloch, Jr., Esquire via U.S. Mail  
Kathy Schillachi, Esquire via U.S. Mail  
Eddie Yandle via U.S. Mail

**NOTICE**

Pursuant to S.C. Code Ann. § 27-43-10 (2) (1976 as amended), notice is hereby given that on the thirtieth (30th) day hereafter, or as soon thereafter as practical, NBT of Columbia, Inc. will seek approval from the County Council for the County of Lexington, State of South Carolina to remove and relocate any and all graves and human remains in accordance with S.C. Code Ann. § 27-43-10 et seq. (1976 as amended) currently located in an abandoned cemetery on property owned by NBT of Columbia, Inc. and more particularly described as follows:

All that certain piece, parcel or lot of land, together with the improvements thereon now known as Dawson's Park, situate, lying and being in the County of Lexington, State of South Carolina and bounded on the north by lands now or formerly of Old Woodlands Development Corp; on the east by lands now or formerly of Brenda H. Elliott and Henry E. Harmon; on the south by Augusta Road (U.S. Highway 1); and on the west by lands now or formerly of Novella Derrick, Walter Anderson, Junta Hendrix and Henry Anderson and shown on a plat prepared for NBT of Columbia, Inc. by United Design Services, Inc. dated March 13, 2006 and recorded in the Office of the Register of Deeds for the County of Lexington, State of South Carolina in Plat Book 11023 at Page 210 having the same boundaries and measurements as shown on said plat and bearing tax map number 00420003083.

Objections to said removal and relocation may be made in writing to counsel for NBT of Columbia, Inc. listed below or to the County Council for the County of Lexington, State of South Carolina.

Heath P. Taylor, Esquire  
Taylor Law Firm LLC  
8618 Sunset Boulevard,  
Suite D  
West Columbia, South  
Carolina 29169  
Phone: (803) 926-2205  
Facsimile: (803) 926-4966

**STATE OF SOUTH CAROLINA  
COUNTY OF RICHLAND**

**THE STATE-RECORD CO., INC.**  
Columbia, South Carolina  
publisher of  
**The State**

Personally appeared before me, Peggy Lawrence, Advertising Sales Support Manager of THE STATE, and makes oath that the advertisement,

Notice – NBT will seek approval to move graves located in abandoned cemetery

was inserted in THE STATE, a daily newspaper of general circulation for the State of South Carolina published in the City of Columbia, State and County aforesaid, in the issues of

July 1, 2007

RECEIVED  
JUL 09 2007

*Peggy Lawrence*

Subscribed and sworn to before me

on this day July 6, 2007

*Evsky F. Williams*

Notary Public

My commission expires  
March 10, 2013

*"Errors- the liability of the publisher on account of errors in or omissions from any advertisement will in no way exceed the amount of the charge for the space occupied by the item in error, and then only for the first incorrect insertion."*

STATE OF SOUTH CAROLINA    )  
   )  
 COUNTY OF LEXINGTON         )         **SETTLEMENT AGREEMENT & RELEASE**

This Settlement Agreement and Release (hereinafter "Agreement and Release") is made and entered into this 29 day of December, 2008 ("the Effective Date") by and between NBT of Columbia, Inc. ("NBT") and Rev. Freda Bonner, Rev. Carson Wise and Revious Anderson-Amaker, as representatives of the Drafts Family ("Drafts Family").

WHEREAS, in April of 2006, NBT purchased 16 acres, more or less, located on Augusta Highway (U.S. Highway 1) in Lexington County (the "NBT Property") along with other property for the purpose of developing a subdivision known as Dawson's Park;

WHEREAS, a portion of the NBT Property was formerly owned by the Drafts family and contained a ¼ acre cemetery ("Drafts Cemetery");

WHEREAS, in 1927, a deed to a portion of the NBT Property contained a reservation for the Drafts Cemetery and provided a right of ingress and egress for family members;

WHEREAS, in 1936, the NBT Property was transferred and the deed reservation referenced above was not included;

WHEREAS, NBT was not informed of the existence of a family cemetery but only the possible existence of graves on the NBT Property;

WHEREAS, on June 20, 2007, construction crews unintentionally unearthed the remains of two individuals;

WHEREAS, NBT has undertaken extraordinary efforts to determine the precise location of the Drafts Cemetery but said efforts have been unavailing;

WHEREAS, NBT, while respecting the legitimate concerns of the Drafts family, desires to relocate the aforementioned human remains and continue construction of Dawson's Park on the NBT Property;

WHEREAS, notice of the settlement embodied herein was published in the Lexington Chronicle, a newspaper of general circulation in Lexington County, on December 6, 2007, December 13, 2007 and December 20, 2007 seeking comment from all interested persons; and

WHEREAS, Rev. Carson Wise and Revious Anderson-Amaker, as members of the Drafts Family, represent and warrant that they have full authority to enter into this Agreement and Release on behalf of the Drafts family and all other interested persons.

NOW, THEREFORE, in consideration of the mutual covenants and agreements herein, the parties hereto agree as follows:

**Settlement.**

- A) NBT will deed, in fee simple, unimproved property containing approximately .021 of an acre (the "Site") and more particularly described and shown on a plat prepared by United Design Services, Inc. dated February 28, 2008 attached hereto as Exhibit A and incorporated by reference herein, to an entity or individuals to be determined by the authorized signatories to this Agreement and Release for the Drafts Family;
- B) NBT will tender the sum of \$3,264.00 as a contribution to construction for either (i) a brick fence around the Site or (ii) a wooden fence consistent with the existing fence on the NBT Property. Funds tendered by NBT shall be held in trust by the Law Offices of Joseph M. McCulloch, Jr. until the fence referenced herein is completed. There will be no signage or other identifying markings on the side of the fence facing Dawson's Park subdivision. The Drafts Family agrees that if the brick wall construction has not substantially begun within three (3) months of the execution of this Agreement and Release, funds tendered to the Drafts Family by NBT shall be returned to NBT and NBT may erect the wooden fence thereby discharging its obligations contained herein.

- C) The Drafts Family hereby consents to the relocation of the two individuals already discovered to the Site subject to the approval of the Lexington County Council and NBT will bear all costs and expenses for the interment of the remains.
- D) NBT will have screening measures in place during future development to locate other remains and the Drafts family agrees that if any additional human remains are located during construction, said remains, if any, will be removed from the NBT Property and interred in the Site at NBT's expense with notice to the Drafts Family.
- E) The entity or individuals in which the Site is deeded will be solely responsible for property taxes, maintenance of the Site and the fencing in perpetuity.
- F) The parties agree and acknowledge that this Agreement and Release is contingent upon the Drafts Family having access to the Site via a legal easement in the roadway leading up to the Site known as Teal Court shown on Exhibit A and referenced in the Memorandum of the Hanson Law Firm, P.A. dated March 27, 2008 and attached as Exhibit B and is further contingent upon NBT, the Drafts Family or any individual or entity to whom the property is deeded, receiving the necessary variances or special exceptions, if any, from the County of Lexington in order to use the Site for its intended purpose as a cemetery.
- G) The form of the deed to convey the Site to the Drafts Family individuals or entity is attached hereto as Exhibit C, and the parties agree to the conditions, restrictions and obligations contained in the deed which shall run with the land.

**Release of Liability.** Upon the performance of the conditions as set forth above, the Drafts Family and its heirs, predecessors, successors, and assigns hereby release NBT and its

predecessors, successors, and assigns; its parent, subsidiary and affiliate corporations; its present and former officers, directors, agents, representatives, attorneys, and employees; its insurers; and any other persons, entities, or corporations related to it from any and all past, present, and future actions, causes of action, demands, damages, costs, attorney's fees, court costs, arbitrations, and any and all other claims, whether known or unknown, existing as of the Effective Date of this Agreement including but not limited to those arising out of or relating to the unearthing of human remains on June 20, 2007.

**No Admission of Liability.** This Agreement is a compromise of disputed claims, and the settlement herein is not, and is not to be construed as, an admission of liability on the part of any of the persons, entities, and corporations hereby released or an admission of the validity of any of the positions advanced by any of the parties hereto.

**Notice.** Notice to the parties, as may be required herein, shall be addressed as follows:

Drafts Family: Law Offices of Joseph M. McCulloch, Jr.  
Post Office Box 11623  
Columbia, South Carolina 29211

NBT: Taylor Law Firm LLC  
3618 Sunset Boulevard, Suite D  
West Columbia, South Carolina 29169

**Fees and Costs.** Each party shall bear the party's own costs, attorney's fees, and expenses related to this dispute.

**Binding Effect.** The parties enter into this Agreement on behalf of themselves, their executors, administrators, personal representatives, successors, and assigns. This Agreement shall inure to the benefit of those released and their heirs, executors, administrators, personal representatives, successors and assigns.

**Jurisdiction.** Any action brought to enforce this Agreement or any other action arising out of or relating to this Agreement shall be brought in a state court of competent jurisdiction

sitting in Lexington County, South Carolina. The parties consent to the jurisdiction of such courts and waive any objection they may have to any such court's exercise of personal jurisdiction over them.

**Applicable Law.** This Agreement is governed by South Carolina law without regard to choice of law rules.

**Entire Agreement.** This Agreement contains the entire agreement of the parties with respect to the matters referred to herein and all prior negotiations or agreements are merged into this Agreement.

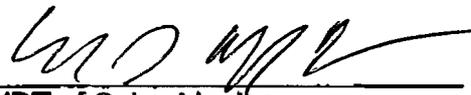
**Benefit of Counsel.** The undersigned warrant and agree that they have read this Agreement, that they understand its contents, and that they have signed it only after consulting with their legal counsel.

*(This space intentionally left blank.)*

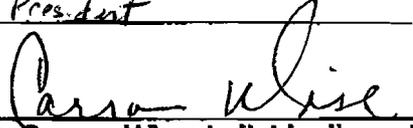
IN WITNESS WHEREOF, the parties have duly executed this Agreement as of the Effective Date set forth above.

WITNESSES:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_



NBT of Columbia, Inc.  
By: Edward O Yandle  
Its: President



Rev. Carson Wise, individually and on behalf of the Drafts Family and all interested parties

\_\_\_\_\_  
Revious Anderson-Amaker, individually and on behalf of the Drafts Family and all interested parties

Received 12/16/2008 04:13PM in 02:51 on line [7] for LEXORTHO1 \* Pg 8/16  
DEC/16/2008/TUE 04:27 PM JOSEPH MCCULLOCH, JR FAX No. 8037790666

P. 008

IN WITNESS WHEREOF, the parties have duly executed this Agreement as of the Effective Date set forth above.

WITNESSES:

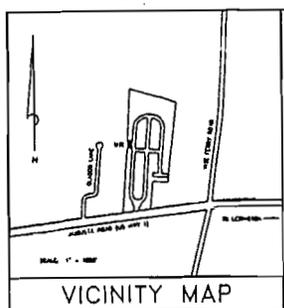
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\_\_\_\_\_  
NBT of Columbia, Inc.  
By: \_\_\_\_\_  
Its: \_\_\_\_\_

\_\_\_\_\_  
Rev. Carson Wise, individually and  
on behalf of the Drafts Family and  
all interested parties

*Reynolds Anderson-Amaker*  
\_\_\_\_\_  
Reynolds Anderson-Amaker, individually and  
on behalf of the Drafts Family and  
all interested parties

# **EXHIBIT A**



**NOTES:**  
 THIS SURVEY WAS PERFORMED WITHOUT THE BENEFIT OF A TITLE EXAMINATION BY AN ATTORNEY. NO ABSTRACT TITLE SEARCH, NOR TITLE COMMITMENT SEARCH WERE FURNISHED. THERE MAY BE OTHER RECORDED OR UNRECORDED ENCUMBRANCES, RESTRICTIONS OR RIGHTS-OF-WAY THAT MAY AFFECT THIS PROPERTY THAT WERE NOT OBSERVED OR NOT SHOWN ON THIS SURVEY.  
 THIS SURVEY IS BASED ON REFERENCED PLATS OF RECORD AND EXISTING EVIDENCE AND CONDITIONS OBSERVED THE DATE OF THIS SURVEY.  
 SUBSURFACE AND ENVIRONMENTAL CONDITIONS WERE NOT SURVEYED OR EXAMINED OR CONSIDERED AS PART OF THIS SURVEY. NO EVIDENCE OR STATEMENT IS MADE CONCERNING THE EXISTENCE OF UNDERGROUND OR OVERHEAD CONDITIONS, CONTAINERS OR FACILITIES THAT MAY AFFECT THE USE OR DEVELOPMENT OF THIS PROPERTY.  
 EASEMENTS LOCATIONS SHOWN ARE APPROXIMATE.

**OWNER/DEVELOPER:**  
 NBT OF COLUMBIA, INC.  
 117 BEAVER NOOD DRIVE  
 COLUM, SC 29204  
 EDDIE YAMOLE (803)313-5618

NEW BROWS (IN RED) PLACED AT ALL CORNERS AND CHANGE IN DIRECTION.

**REFERENCE:**  
 PLAT OF 18.8 AC PREPARED FOR KENNETH E. HEDGECOCK & BETH M. HEDGECOCK BY ARTHUR J. WOOD DATED JANUARY 24, 1974 AND RECORDED IN THE P.L.O.D. FOR LEXINGTON COUNTY AT PLAT BOOK 137-00 PAGE 84.  
 THE MAP OF SUBDIVISION IS BASED ON BOUNDARY SURVEY OF 18.54 AC PREPARED FOR NBT OF COLUMBIA, INC. BY UNITED DESIGN SERVICES, INC. DATED MARCH 13, 2008 AND RECORDED IN THE P.L.O.D. FOR LEXINGTON COUNTY AT RECORD BOOK 11023-210, AND A BOUNDARY PLAT OF 8.73 AC PREPARED FOR NBT OF COLUMBIA, INC. BY UNITED DESIGN SERVICES, INC. DATED APRIL 18, 2008.

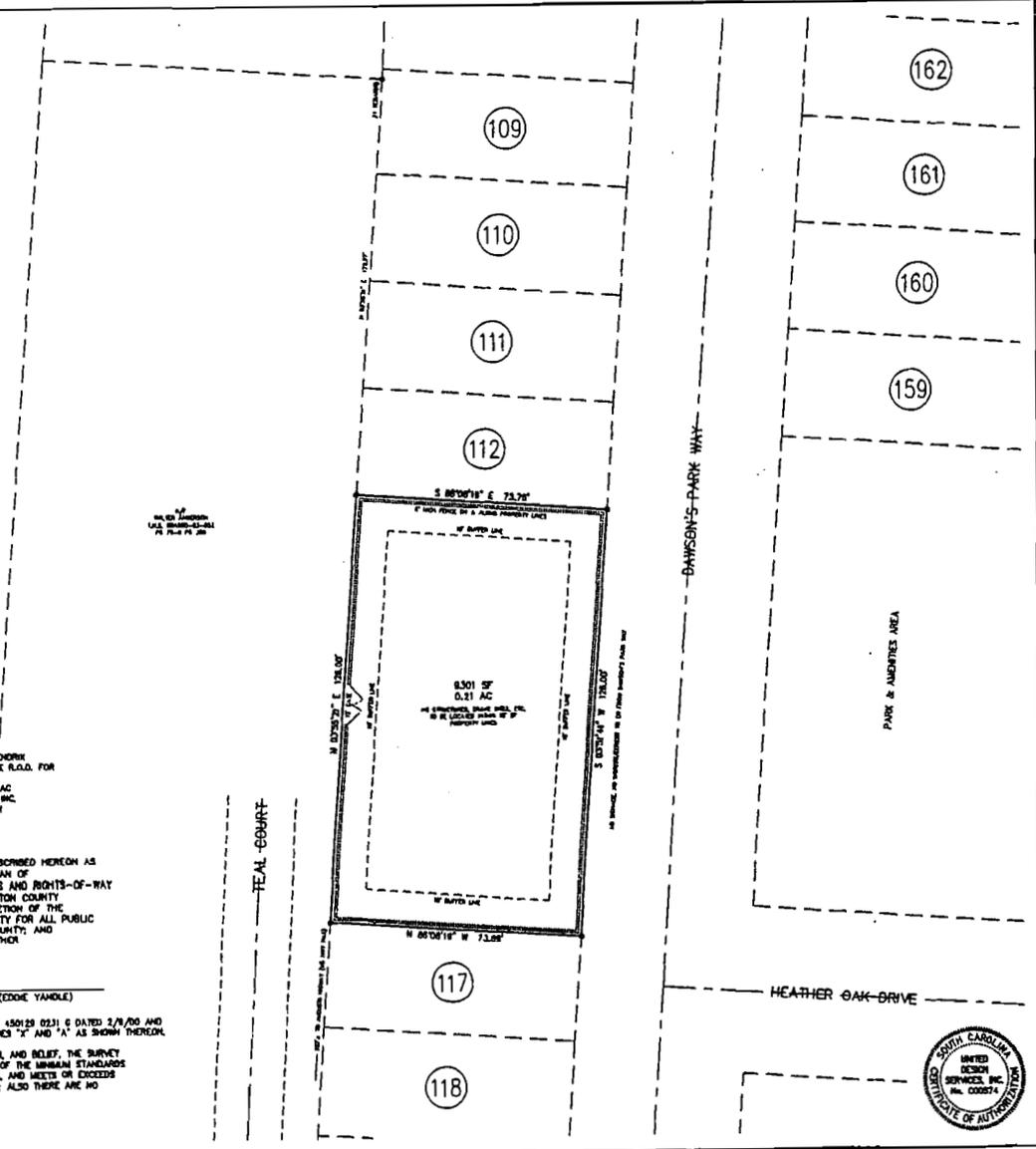
WHEREAS I AM THE OWNER OF THE PROPERTY SHOWN AND DESCRIBED HEREON AS DRAFT'S CEMETERY; I HEREBY CERTIFY THAT I ADOPT THIS PLAN OF SUBDIVISION OF MY FREE CONSENT; ESTABLISH THE EASEMENTS AND RIGHTS-OF-WAY AS SHOWN ON THIS PLAT; HAVE PROVIDED A BOND TO LEXINGTON COUNTY WITH SURETY ADEQUATE TO GUARANTEE SATISFACTORY COMPLETION OF THE REMAINING IMPROVEMENTS; ASSUME MAINTENANCE RESPONSIBILITY FOR ALL PUBLIC IMPROVEMENTS UNTIL FINAL PLAT APPROVAL BY LEXINGTON COUNTY; AND CERTIFY THAT ALL CURRENT STATE AND COUNTY TAXES OR OTHER ASSESSMENTS RELATIVE TO THIS PROPERTY HAVE BEEN PAID.

DATE: \_\_\_\_\_ OWNER: \_\_\_\_\_ SIGNATURE: (EDDIE YAMOLE)

I HAVE CONSULTED THE F.E.M.A. FLOOD INSURANCE RATE MAP PANEL 150129 0231 E DATED 2/9/00 AND TO THE BEST OF MY KNOWLEDGE & BELIEF, THE PROPERTY IS IN ZONES "V" AND "A," AS SHOWN THEREON.

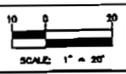
I HEREBY STATE THAT TO THE BEST OF MY KNOWLEDGE, INFORMATION, AND BELIEF, THE SURVEY SHOWN HEREON WAS MADE IN ACCORDANCE WITH THE REQUIREMENTS OF THE MINIMUM STANDARDS MANUAL FOR THE PRACTICE OF LAND SURVEYING IN SOUTH CAROLINA, AND MEETS OR EXCEEDS THE REQUIREMENTS FOR A CLASS "B" SURVEY AS SPECIFIED THEREIN; ALSO THERE ARE NO VISIBLE ENCUMBRANCES OR PROJECTIONS OTHER THAN SHOWN.

WILLIAM H. BRASINGTON, PROFESSIONAL LAND SURVEYOR - 7639312



545 ST. ANDREW'S ROAD, COLUMBIA, SC 29210 M (803)790-8432

**DRAFT'S CEMETERY**



DATE: 28 FEB 2008  
 T.A.L.S.# 004200-03-063  
 D.W.C.# UB-1156  
 SHEET  
 1 of 1



# **EXHIBIT B**

## Hanson Law Firm, P.A.

Kenneth C. Hanson

David F. Sullivan  
Kenneth D. Kolb, Jr.  
Walter M. Riggs

6156 St. Andrews Road, Suite 101  
Columbia, South Carolina 29212  
Facsimile (803) 750-0203

10535-C Two Notch Road  
Elgin, South Carolina 29045  
Facsimile (803) 736-8733

Telephone  
(803) 798-9446

TO: Joseph M. McCulloch, Jr.  
FROM: Kenneth C. Hanson  
RE: Teal Court, Lexington, SC  
DATE: March 27, 2008

Teal Court, Lexington, South Carolina is a privately maintained road, delineated and depicted on plats, recorded in the Office of the Register of Deeds, for Lexington County, and prepared for Henry J. Anderson, Plat Book 206-G Page 356; Novella Derrick, April 11, 1975; and, Walter Robert Lee Anderson, March 20, 1965.

Teal Court has provided the public with ingress and egress to Highway # 1 since, at least, 1965. Further reference is made to the deed from Oscar J. Hendrix to Walter Robert Lee Anderson recorded May 20, 1965, in the Office of the Register of Deeds for Lexington County in Deed Book 13-Y page 390, wherein it states:

"A road leads from the Southeast corner of this lot to U.S. Highway # 1."

The deed from Novella Derrick to Margaret Joretta Glenn recorded April 30, 2002, in the Office of the Register of Deeds for Lexington County in Deed Book 7177 Page 151, wherein it states:

"This conveyance is made subject to a right of way of a road for ingress and egress, which road is shown and delineated on the above referred to plat."

The deed from Robert Lee Hendrix to Henry J. Anderson and Lavonnié T. Anderson recorded December 18, 1985, in the Office of the Register of Deeds for Lexington County in Deed Book 773 at Page 51, wherein it states:

"This conveyance is made subject to a right of a road for ingress and egress, which road is shown and delineated on the above referenced plat."

Hanson Law Firm, P.A.

Therefore, based upon the referenced deeds and plats (copies attached) it is my opinion that the road identified as Teal Court, Lexington, South Carolina is a private maintained road which provides to the public, the unfettered right of ingress and egress from Highway # 1 to the property, now or formally, Walter Robert Lee Anderson.

Further, it is my opinion that this road may be used for ingress and egress to the Drafts Memorial Park to be established and conveyed to the heirs of Jim Drafts by NBT of Columbia.

# **EXHIBIT C**





Lexington County  
**Chronicle**  
& The Dispatch-News - Since 1870

131 Swartz Rd • Post Office Box 9  
Lexington, SC 29072  
(803) 359-7633

**Affidavit of Publication**

I hereby certify that on the dates appearing below, I did publish the attached notice in The Lexington County Chronicle & The Dispatch-News, a newspaper of general circulation in the County of Lexington, State of South Carolina, in accordance with the laws of said county and state.

Publication Dates:

December 6, 2007

December 13, 2007

December 20, 2007



The Lexington County Chronicle  
& The Dispatch-News

**NOTICE OF  
INTENT TO  
SETTLE**

PUBLIC NOTICE TO ANY PERSONS HAVING AN INTEREST IN OR BEING A DESCENDENT OF ANYONE INTERRED IN A CEMETERY KNOWN AS THE "DRAFT CEMETERY" on Highway 1 in Lexington, South Carolina: Notice is hereby given that NBT of Columbia, Inc., a developer of land known as the Dawson's Park Subdivision on Highway 1 in Lexington has proposed to enter into an agreement with descendants of those buried in the "Draft Cemetery" whereby certain land will be specifically deeded for use as the Draft Cemetery and remains found in the Dawson's Park Subdivision will be relocated to the land specifically deeded for use as the cemetery. Comments should be forwarded to The Law Offices of Joseph M. McCulloch, Jr., 1426 Richland Street, Columbia, South Carolina, 29211, (803) 779-0005 until December 31, 2007.

12-20

Sworn to before me this 20th day of  
December, 2007

  
Hilda Crain  
Notary Public for South Carolina

My Commission expires: October 8, 2009

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



## **APPOINTMENTS BOARDS & COMMISSIONS**

**January 13, 2009**

### **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

### **CENTRAL MIDLANDS COUNCIL OF GOVERNMENTS**

Johnny Jeffcoat - Term expired 12-31-08 - Eligible for reappointment

Smokey Davis - Term expired 12-31-08 - Eligible for reappointment

### **CENTRAL MIDLANDS TRANSIT AUTHORITY**

Mike Flack – Term expired 11-13-08 – Eligible for reappointment

Robert Price – Term expired 11-13-08 - Eligible for reappointment

Tommy H. Windsor, Jr. - Resigned effective 12/3/08 – Term expires 11-13-09 - see attached letter

# Tommy H. Windsor, Jr.

Post Office Box 7112 • Columbia, South Carolina 29202 • (803) 309-5019

E-mail: kycolwindsor@yahoo.com



December 3, 2008

Diana W. Burnett  
Clerk of Council  
Lexington County  
212 South Lake Drive  
Lexington, SC 29072

Dear Ms. Burnett:

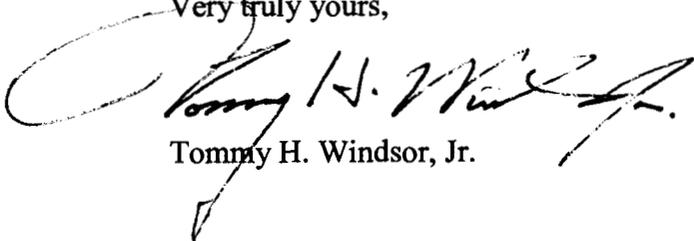
Please accept this letter as my resignation as the Lexington County Appointee to the Central Midlands Regional Transit Authority Board of Directors.

It has been an honor to serve the citizens of Lexington County and I thank County Council for the confidence they have placed in me in representing our community.

If I may ever be of service in the future, please do not hesitate to call.

With warmest personal regards, I am

Very truly yours,



Tommy H. Windsor, Jr.

Cc: Billy Derrick  
Pat Smith  
Mitzi Javers

# COUNTY OF LEXINGTON

## Procurement Services

---

### MEMORANDUM

(O) 785-8319

(F) 785-2240

**DATE:** January 2, 2009

**TO:** Katherine L. Hubbard  
County Administrator

**THROUGH:** Reggie Murphy  
Procurement Manager

**FROM:** Angela M. Seymour  
Procurement Officer

**SUBJECT: Gaston Branch Library Addition – Furniture and Equipment  
Library Services**

---

We received a purchase request from Library Services to provide furniture and shelving for the newly constructed addition of the Gaston Branch Library. These items will be purchased sole source from Interior Systems, Inc as they are the sole distributor of Estey shelving for the state of South Carolina. The small amount of furniture that Interior Systems will provide was widely advertised in a bid process with no additional bids received.

Dan MacNeill, Director of Library Services has reviewed and recommended this purchase. The total cost, including applicable sales tax, is \$47,015.90.

Funds are appropriated in the following account:

2320-230099-5A6429	Library Bond Construction Fund
Gaston Branch Furniture and Equipment	\$ 47,015.90

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 January 13, 2009.

copy: Larry Porth, Director of Finance/Assistant County Administrator  
Dan MacNeill, Director of Library Services

# COUNTY OF LEXINGTON

## Procurement Services

---

MEMORANDUM

(O) 785-8319

(F) 785-2240

**DATE:** December 30, 2008

**TO:** Katherine L. Hubbard  
County Administrator

**THROUGH:** Reggie Murphy  
Procurement Manager

**FROM:** Angela M. Seymour  
Procurement Officer

**SUBJECT:** **NFPA Standard Flame Resistant Uniform Rentals for Public Safety - Fire Service (Term Contract)**  
**C09026-12/18/08S**  
**Public Safety – Fire Service**

---

Competitive bids were solicited and advertised for a term contract for **NFPA Standard Flame Resistant Uniform Rentals for Public Safety - Fire Service (Term Contract)**.

The bids were evaluated by Chief Russell Rawl, Fire Coordinator; Chief Eddie Turner, Operations Chief; and Angela M. Seymour, Procurement Officer. It is our recommendation to award this contract to Unifirst Corporation as the lowest responsible bidder. The total cost, including applicable sales tax, is \$89,689.45 (See attached bid tabulation).

It is our recommendation to award this term contract for the initial period of one (1) year with the option to extend the contract for four (4) 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 January 13, 2009.

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

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



COUNTY OF LEXINGTON, SOUTH CAROLINA

Community Development

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

ZONING MAP AMENDMENT APPLICATION # M08-07

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

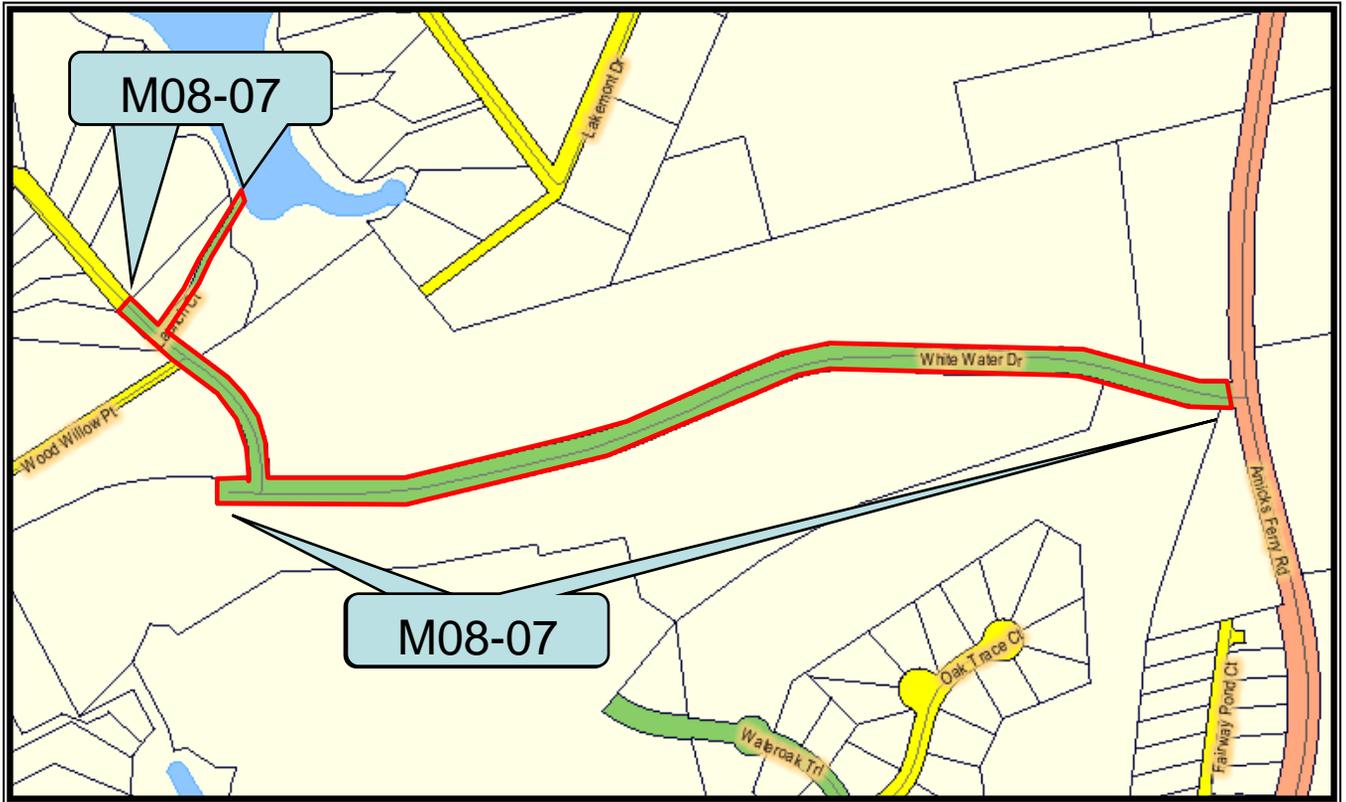
Table with 2 columns: Date, Action. Rows include: 06/30/08 Application Received, 09/04/08 Newspaper Advertisement, 09/02/08 Notices Mailed, 06/30/08 Fee Received, 09/08/08 Property Posted, 10/23/08 Planning Commission

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.

Table with 4 columns: Date, Action, Date, Action. Rows include: 07/22/08 First Reading, 09/23/08 Public Hearing, 12/9/08 Second Reading, Third Reading

Results:

# Zoning Map Amendment Application M08-07



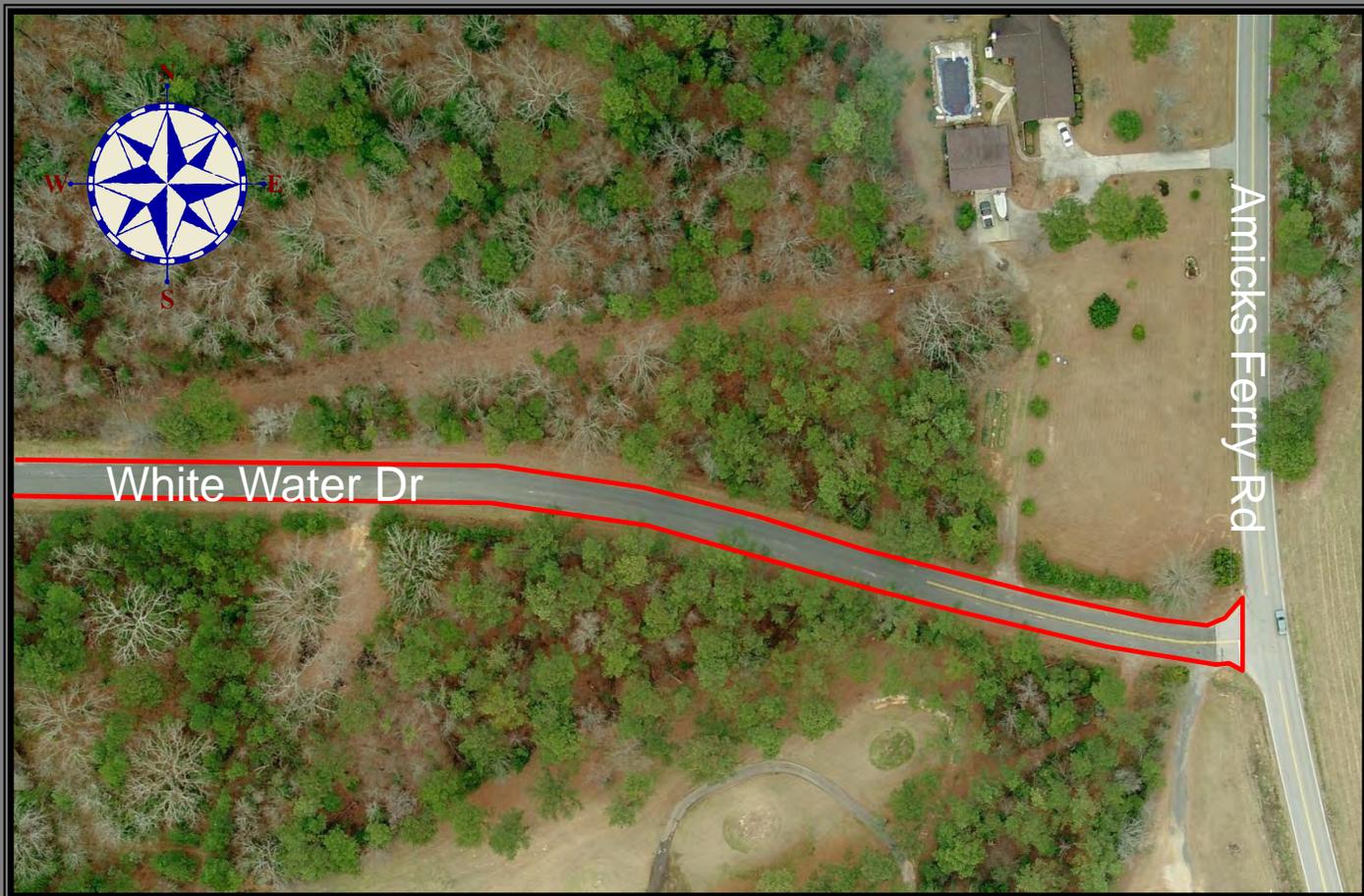
## ZONING LEGEND

	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, 4<sup>th</sup> 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	12/9/08	Second Reading	Third Reading
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Results: \_\_\_\_\_

# Zoning Map Amendment Application M08-08



## ZONING LEGEND

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

# Zoning Map Amendment Application M08-08

## Three Oak Ln and Water Oak Trail.



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

# Zoning Map Amendment Application M08-08

## Three Oak Ln and Water Oak Trail.



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

# Zoning Map Amendment Application M08-08

## Three Oak Ln and Water Oak Trail.



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

# Zoning Map Amendment Application M08-08

## Three Oak Ln and Water Oak Trail.



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

# Zoning Map Amendment Application M08-08

## Three Oak Ln and Water Oak Trail.



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



COUNTY OF LEXINGTON, SOUTH CAROLINA

**Community Development**

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

ZONING MAP AMENDMENT APPLICATION # **M08-13**

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

Stagecoach Road

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

TMS#: \_\_\_\_\_ Property Owner: \_\_\_\_\_

Reason for the request: Change of road classification to allow for salvage yard

**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: 12/17/2008 Applicant: Property Owner  Authorized Agent

Phone #(s): cell 803-269-4806 \_\_\_\_\_

Signature: \_\_\_\_\_ *Signature on File* Printed Name: Walter Durney

Street/Mailing Address: 212 Sausage Lane West Columbia, SC 29169

12/17/08	Application Received
	Newspaper Advertisement
	Notices Mailed

12/17/08	Fee Received
	Property Posted
	Planning Commission

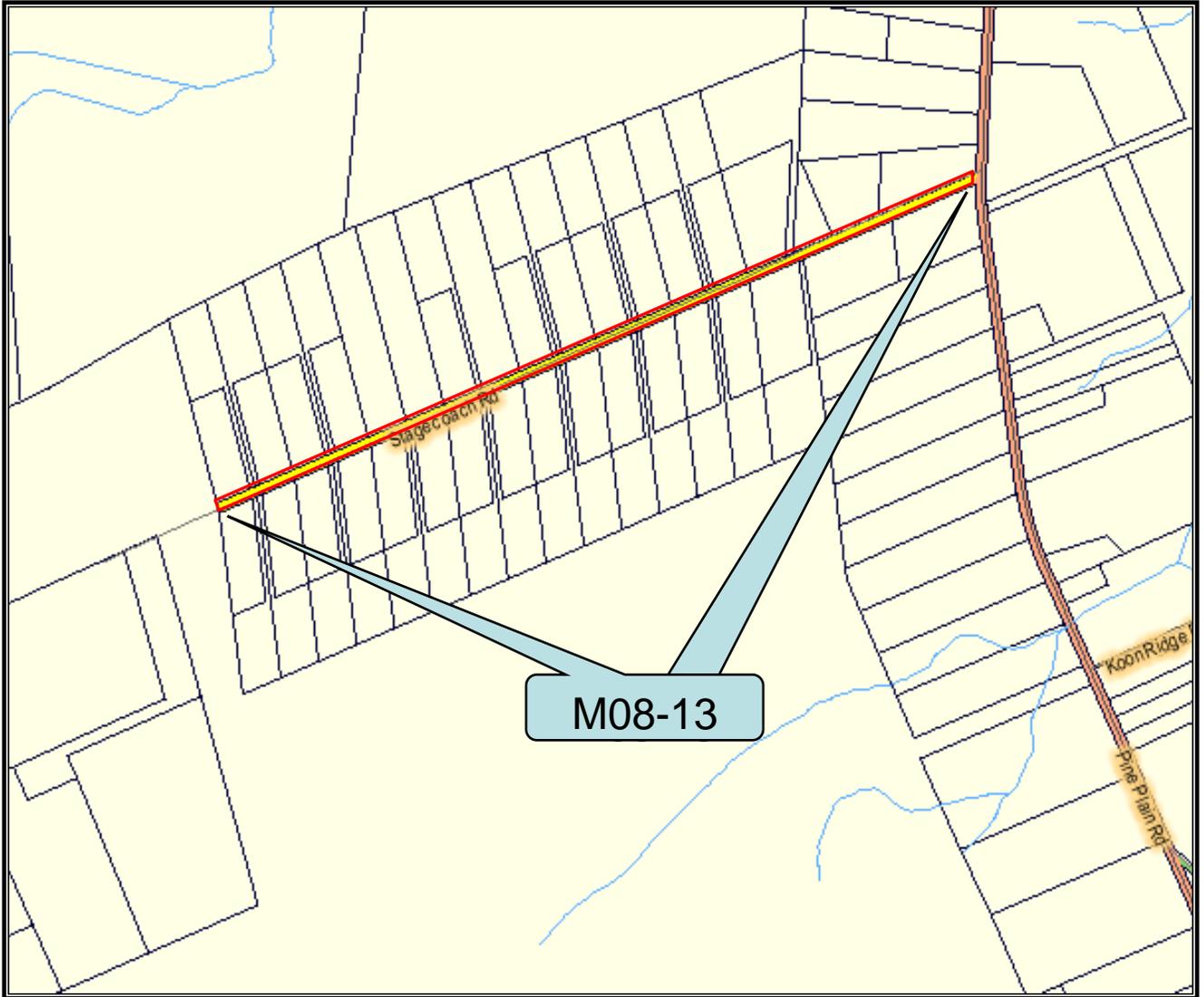
Planning Commission Recommendation: \_\_\_\_\_

01/13/09	First Reading	Public Hearing	Second Reading	Third Reading
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Results: \_\_\_\_\_

\_\_\_\_\_

# Zoning Map Amendment Application M08-13



## 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 M08-13

## Stagecoach Rd



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

# Zoning Map Amendment Application M08-13

## Stagecoach Rd



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

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

**COUNTY OF LEXINGTON, SOUTH CAROLINA**

**ORDINANCE NO. 09-02**

**AN ORDINANCE APPROVING THE CONVEYANCE OF REAL ESTATE FROM THE COUNTY OF LEXINGTON TO JOHN J. MILLER.**

WHEREAS, the County of Lexington (hereinafter “the County”) is the owner of the property located in the County of Lexington containing 1.14 acres and having the address of 145 Middlefield Road, Chapin, South Carolina; and

WHEREAS, the County no longer has a need for the subject property; and

WHEREAS, the County has received an offer from John J. Miller to purchase the subject property at fair market value; and

WHEREAS, the County of Lexington deems it to be in the public’s best interest to sell the subject property to John J. Miller;

NOW, THEREFORE, pursuant to the authority granted by South Carolina Code § 6-25-128, be it ordained and enacted by the Lexington County Council as follows:

Section 1. The Lexington County Council hereby approves the Contract of Sale attached hereto as Exhibit A and the conveyance of the property described therein to John J. Miller.

Section 2. The Chairman of the Lexington County Council is authorized and directed to execute and deliver a Deed and the Chairman or County Administrator is authorized to execute any other closing documents necessary to complete the sale of the property described in the Contract of Sale attached hereto as Exhibit A to John J. Miller.

Enacted this \_\_\_\_\_ day of \_\_\_\_\_, 2009.

\_\_\_\_\_  
William C. Derrick, Chairman

ATTEST:

\_\_\_\_\_  
\_\_\_\_\_, Clerk

First Reading: \_\_\_\_\_

Second Reading: \_\_\_\_\_

Public Hearing: \_\_\_\_\_

Third & Final Reading: \_\_\_\_\_

Filed w/Clerk of Court: \_\_\_\_\_

RECEIVED BY  
PROCUREMENT SERVICES  
2008 DEC 23 AM 11:00

STATE OF SOUTH CAROLINA )  
 )  
COUNTY OF LEXINGTON )

**CONTRACT OF SALE**

AGREEMENT made this \_\_\_\_\_ day of \_\_\_\_\_, 2008, by and between **John J. Miller** (hereinafter referred to as "Purchaser") and **County of Lexington, South Carolina** (hereinafter referred to as "Seller"):

1. OFFER AND DESCRIPTION. Purchaser agrees to buy and Seller agrees to sell all that certain piece, parcel or lot of land, situated in the County of Lexington, State of South Carolina, more particularly described as follows:

That certain piece, parcel or lot of land, containing 1.14 acres, more or less, as shown on Plat prepared for County of Lexington by Don H. Rumbaugh, dated the \_\_\_ day of \_\_\_\_\_, 2008, a copy of which is attached hereto and made a part hereof. Said property being known as 145 Middlefield Road, Chapin, South Carolina. Seller specifically reserves a 24-foot wide storm drainage easement on the subject property as shown on the referenced Plat.

TMS # 000600-06-081

This sale is being made and the conveyance of title is to be made subject to all covenants of record including but not limited to easements and restrictions of record (provided such covenants do not make the title unmarketable) and to all applicable governmental statutes, ordinances, rules and regulations.

2. CONSIDERATION. The purchase price for the real property above described is Twenty Thousand One Hundred and no/100 (\$20,100.00) Dollars, payable at closing.

3. DATE OF CLOSING. The closing date for this transaction shall be within thirty (30) days from the date Seller obtains approval from the Lexington County Council to sell the subject property to the Purchaser.

4. OFFER TO PURCHASE TO REMAIN OPEN. The parties hereto agree that the offer to purchase the subject property shall remain open for a period of ninety (90) days following the execution of this Contract of Sale by the Purchaser in order to allow the Seller sufficient time to proceed with its legally required process of selling property. The Purchaser understands that the Seller must follow statutory procedures to approve and execute this Contract. Therefore, Purchaser shall not revoke this offer to purchase until Seller has had opportunity and time to follow this procedure, which shall be no later than sixty (60) days after execution by Purchaser.

5. CLOSING COSTS. It is understood and agreed that the Purchaser will pay for deed stamps and any and all other closing costs connected with the closing of this transaction.

6. CONDITION OF PROPERTY. Seller represents that it is not aware of and has not caused to be put any hazardous substances on or in the groundwater of the subject property. "Hazardous substances" is defined as any substances on the list of hazardous substances by DHEC. The property is sold in "as is" condition.

7. CONVEYANCE. The Seller agrees to convey by marketable title and deliver a proper limited warranty deed, free of encumbrances, except as stated herein, upon completion of this Contract. In the event marketable title cannot be given, Seller shall have no obligation to cure such defect, the Contract shall be voided, and Purchaser shall be refunded any earnest money paid. Purchaser shall be responsible for any costs that Purchaser may have incurred.

8. DEFAULT. In the event the Purchaser fails or defaults, then any sums paid by it under this Contract shall remain the property of the Seller, and Seller may pursue any

available legal remedies. In the event of default by Seller, Purchaser may pursue any remedy available at law or in equity except as otherwise provided herein in the event of a title defect.

In the event litigation is commenced to enforce any rights under this agreement or to pursue any other remedy available to either party, all reasonable legal expenses and other direct costs of litigation of the prevailing party shall be paid by the other party.

9. BROKERAGE COMMISSION. There are no brokers involved in this transaction.

10. SURVIVAL. The terms of this Contract shall survive the closing.

11. ENTIRE AGREEMENT. This agreement supersedes any and all understandings and agreements between the parties and constitutes the sole and entire agreement between the parties. No oral agreement or representations prior hereto shall be included herein unless set forth in writing. Any change to this Contract shall be in writing.

WITNESS the hands and seals of the Seller and Purchaser this \_\_\_\_\_ day of \_\_\_\_\_, 2008.

WITNESSES:



\_\_\_\_\_  
As to Purchaser

PURCHASER:

  
John J. Miller

SELLER:

**County of Lexington, South Carolina**

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

\_\_\_\_\_  
As to Seller

**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.

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William C. Derrick  
Chairman, Lexington County Council

ATTEST:

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Diana Burnette, Clerk

First Reading: \_\_\_\_\_

Second Reading: \_\_\_\_\_

Public Hearing: \_\_\_\_\_

Third & Final Reading: \_\_\_\_\_

Filed W/Clerk of Court: \_\_\_\_\_

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

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

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

SECTION I. County Council has determined that additional attention to the potential side effects of second hand smoke in areas beyond those addressed in the Clean Indoor Air Act of 1990 is appropriate in the furtherance of its duty to protect the health of its citizens in retail food establishments and therefore enacts this Article.

The Lexington County Code of Ordinances; Chapter 14, Buildings and Building Regulations; is hereby amended to add a new article, which shall read as follows:

**Article V. Retail Food Establishments**

**Section 14-\_\_\_. Secondhand smoke in retail food establishments**

- (a) Intent. County Council has reviewed the findings of the U.S. Surgeon General that concludes that a simple separation of smokers and non-smokers within the same airspace does not eliminate the exposure of non-smokers to secondhand smoke. Therefore, County Council finds that it is in the best interest of the people of the unincorporated areas of the County to protect nonsmokers from involuntary exposure to secondhand smoke in retail food establishments. As a result, County Council declares that the purpose of this act is to preserve and improve the health, comfort, safety, and environment of the people of the unincorporated areas of the County by establishing that a retail food establishment must chose to be either a smoking or non-smoking facility, but not both.
  
- (b) Definitions.
  - (1) "Attached bar" means a bar area of a retail food establishment.
  - (2) "Enclosed area" means a space bounded by walls (with or without windows), a ceiling or roof, and enclosed by doors, including but not limited to, dining areas, attached bars, restrooms, offices, private dining rooms, foyers, waiting areas and halls.

- (3) "Retail Food Establishment" is any operation that prepares, packages, serves, processes, or otherwise provides food for human consumption on the premises, regardless of whether there is a charge for the food to include but not limited to restaurants, coffee shops, delicatessens, snack bars, ice cream parlors, cafeterias, mobile food units including bases of operations, and temporary food service establishments. This definition is not intended to include bar establishments in which the serving of food is only incidental to the consumption of alcoholic beverages, including but not limited to taverns, nightclubs, cocktail lounges and cabarets.
  - (4) Secondhand smoke" is the complex mixture formed from the escaping smoke of a burning tobacco product (termed as "sidestream smoke") and smoke exhaled by the smoker. Exposure to secondhand smoke is also frequently referred to as "passive smoking," "secondhand smoking" or "involuntary smoking".
  - (5) "Smoking" means the inhaling, exhaling, burning, lighting or carrying of a lighted cigarette, cigar, pipe, or similar device or any other lighted tobacco product.
- (c) Determination of Retail Food Establishment as "Non-Smoking" or "Smoking"
- (1) All retail food establishments shall provide a sign on all access doors that designates the entire facility as either "non-smoking" or "smoking" in all enclosed areas, to include within an attached bar.
  - (2) No person shall smoke or possess a lighted tobacco product in any enclosed area of a retail food establishment that is designated as a "non-smoking" facility.
  - (3) Notwithstanding any other provision in this article, an owner, operator, manager, or other person in control of a retail food establishment, facility or outdoor area may declare the entire establishment, facility or outdoor area as a nonsmoking location. Smoking shall then be prohibited in any place in which a sign conforming to the requirements of section 14-\_\_ (f) is posted.
- (d) Posting of Signs. The owner, manager or person in control of a retail food establishment shall post a conspicuous sign at all access points for the retail food establishment which contains either: the words "No Smoking" and the universal symbol for no smoking; or "Smoking Permitted" and the universal symbol for smoking.
- (e) Jurisdiction, Enforcement and Penalties.
- (1) A person who owns, manages, operates, or otherwise controls a retail food establishment and who fails to comply with the provisions of this Section shall be deemed guilty of an infraction.
  - (2) A person smoking or possessing a lighted tobacco product in any non-smoking retail food establishment shall be guilty of an infraction.
  - (3) An infraction is punishable by a fine of twenty five dollars (\$25). Each day on which a violation of this Section occurs shall be considered a separate and distinct infraction. A violation of this Section is furthermore declared to be a public

nuisance. Further, Lexington County may pursue any other equitable remedy to insure that the retail food establishment complies with the requirements set forth herein.

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

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

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

LEXINGTON COUNTY COUNCIL

BY: \_\_\_\_\_  
William C. Derrick  
Chairman, Lexington County Council

ATTEST THIS THE \_\_\_\_ DAY  
OF \_\_\_\_\_, 2008

\_\_\_\_\_  
Diana W. Burnett, Clerk  
First Reading: October 14, 2008  
Second Reading:  
Public Hearing:  
Third Reading: