

AGENDA
LEXINGTON COUNTY COUNCIL
Committee Meetings
Tuesday, December 8, 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. Also, if time permits, Council may elect to enter into Executive Session to discuss contractual, legal, personnel matters, etc.**

12:00 p.m. - 12:45 p.m. - Economic Development

- (1) Prysmian Cables & Systems Presentation - Economic Development - Chuck Whipple, Manager
- (2) Project Refill Incentive Request - Economic Development - Chuck Whipple, Manager**A**
- (3) Project Track Incentive Request - Economic Development - Chuck Whipple, Manager**B**
- (4) Utility Tax Credit (UTC) Fund Update Regarding Mid-Carolina Electric Co-op and AT&T - Economic Development - Chuck Whipple, Manager
- (5) Approval of Minutes - Meetings of October 13 and 27, 2009.....**C**
- (6) Old Business/New Business
- (7) Adjournment

12:45 p.m. - 1:25 p.m. - Planning & Administration

- (1) Zoning Map Amendment M09-06 - Garden Valley Lane -2nd Reading - Community Development - Walt McPherson, Zoning Administrator.....**D**
- (2) Ordinance 09-01 - An Ordinance Amending the Lexington County Landscape Ordinance - 2nd Reading - (Goal 2) - Planning and GIS - Charlie Compton, Director.....**E**
- (3) Zoning Text Amendment T09-07- Article 2 - Application of Regulations - Chapter 5 - Signs, and Other Related Sections of the Zoning Ordinance as Applicable - 2nd Reading - (Goal 2) - Planning and GIS - Charlie Compton, Director**F**
- (4) Information Booth Staffing - Human Resources - Lori Adler, Director**G**
- (5) Approval of Minutes - Meetings of October 13 and 27, 2009.....**H**
- (6) Old Business/New Business - Land Use Growth
- (7) Adjournment

1:25 p.m. - 1:45 p.m. - Justice

- (1) Coroner’s Equipment Grant Application (Goal 3) - Coroner’s Office - Harry Harman, Coroner **I**
- (2) Forensic Death Investigator Grant Application (Goal 3) - Coroner’s Office - Harry Harman, Coroner..... **J**
- (3) Courthouse Security Enhancement Grant Application (Goal 3) - Sheriff’s Department - Col. Paavel **K**
- (4) Gang Task Force Grant Application - Sheriff’s Department (Goal 3) - Col. Paavel **L**
- (5) Regional DNA Laboratory Grant Application (Goal 3) - Sheriff’s Department - Col. Paavel **M**
- (6) White Collar Crime Unit Grant Application (Goal 3) - Sheriff’s Department - Col. Paavel **N**
- (7) Approval of Minutes - Meetings of October 13 and 27, 2009..... **O**
- (8) Old Business/New Business
- (9) Adjournment

1:45 p.m. - 2:10 p.m. - Health & Human Services

- (1) Emergency Notification System Protocols (Goals 1,2) - Public Safety/Emergency Management - Tom Collins, Emergency Manager..... **P**
- (2) Fire Service Leadership Team Composition (Goal 1) - Bill Shockley, Committee Member **Q**
- (3) Town of Swansea Outdoor Burning Ordinance Enforcement (Goal 2) - Public Safety/Fire Service - Chief Russell Rawl **R**
- (4) Approval of Minutes - Meetings of October 13 and 27, 2009..... **S**
- (5) Old Business/New Business - Lexington County Fire Code/Timber Cutting
- (6) Adjournment

2:10 p.m. - 3:00 p.m. - Public Works

- (1) MS4 Intergovernmental Agreement (Goal 2) - Public Works/Stormwater - Sheri Armstrong, Stormwater Manager **T**
- (2) Chapin Public Works Office Water Tap Contract - Public Works - John Fachtel, Director..... **U**
- (3) Closing a Portion of Old Bush River Road - Public Works - John Fachtel, Director **V**
- (4) Lexington County Recreation and Aging Request - Public Works - John Fachtel, Director **W**
- (5) Approval of Minutes - Meeting of October 27, 2009 **X**
- (6) Old Business/New Business - Traffic Congestion, Alternate Material for Road Swells, New Road - Corley Mill/Riverchase, Assessment of Ponds Inventory
- (7) Adjournment

3:00 p.m. - 3:05 p.m. - Airport

- (1) Approval of Minutes - Meetings of October 13, 19 and 27, 2009..... **Y**
- (2) Old Business/New Business
- (3) Adjournment

3:05 p.m. - 3:10 p.m. - Solid Waste

- (1) Approval of Minutes - Meeting of October 13, 2009 **Z**
- (2) Old Business/New Business
- (3) Adjournment

3:10 p.m. - 3:15 p.m. - Space Utilization Subcommittee

- (1) Approval of Minutes - Meeting of October 20, 2009 **1**
- (2) Old Business/New Business
- (3) Adjournment

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

- (1) The 12,000 Year History Park and Greenway Connections at Congaree Creek - River Alliance - Mike Dawson, CEO
- (2) Approval of Minutes - Meetings of October 13 and 27, 2009..... **2**
- (3) Possible Executive Session if Time Permits
- (4) Lexington County Transit Summit Report (Goal 2) - Lill Mood, Transit Summit Planning Committee..... **3**
- (5) Old Business/New Business - Tax Installment Payments, Local Contractors Procurement
- (6) 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.**

Economic Development

B. Banning, Sr., Chairman
J. Kinard, V Chairman
B. Derrick
J. Jeffcoat
T. Cullum
D. Summers

Justice

J. Kinard, Chairman
S. Davis, V Chairman
B. Derrick
B. Keisler
D. Summers

Public Works

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

Solid Waste

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

Committee of the Whole

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

Planning & Administration

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

Health & Human Services

J. Jeffcoat, Chairman
B. Banning, Sr., V Chairman
J. Kinard
B. Keisler
D. Summers

Airport

J. Carrigg, Jr., Chairman
J. Kinard, V Chairman
S. Davis
J. Jeffcoat
D. Summers

Space Utilization Subcommittee

J. Jeffcoat, Chairman
T. Cullum, Co-Chairman
B. Keisler
D. Summers

A G E N D A
LEXINGTON COUNTY COUNCIL
Tuesday, December 8, 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

Presentations

- (1) Stormwater Presentation Presented by Sheri Armstrong, Public Works/Stormwater Manager
- (2) Presentation of a Check to County Council by PBT for the Batesburg/Leesville Industrial Park Presented by Glenn Martin, Sr. Vice-President and Ben Spearman, Vice-President
- (3) Special Olympics Check Presentation Presented by Sheriff James R. Metts

Chairman's Report

Administrator's Report

Employee Recognition - Katherine Hubbard, County Administrator

Resolution

- (1) Phil Tanner - Presented by Councilman Johnny Jeffcoat

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(1) Ordinance 09-14 - An Ordinance Authorizing the Irmo-Chapin Recreation Commission of the Irmo-Chapin Recreation District to Issue General Obligation Bonds in the Principal Amount of Not Exceeding \$1,030,000; and Other Matters Relating Thereto - 2nd Reading15
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Planning & Administration, S. Davis, Chairman

- (1) Zoning Map Amendment M09-06 - Garden Valley Lane -2nd Reading - **Tab D**
- (2) Ordinance 09-01 - An Ordinance Amending the Lexington County Landscape Ordinance - 2nd Reading - **Tab E**
- (3) Zoning Text Amendment T09-07- Article 2 - Application of Regulations - Chapter 5 - Signs, and Other Related Sections of the Zoning Ordinance as Applicable - 2nd Reading - **Tab F**
- (4) Information Booth Staffing - **Tab G**

Justice, J. Kinard, Chairman

- (1) Coroner’s Equipment Grant Application - **Tab I**
- (2) Forensic Death Investigator Grant Application - **Tab J**
- (3) Courthouse Security Enhancement Grant Application - **Tab K**
- (4) Gang Task Force Grant Application - **Tab L**
- (5) Regional DNA Laboratory Grant Application - **Tab M**
- (6) White Collar Crime Unit Grant Application - **Tab N**

Health & Human Services, J. Jeffcoat, Chairman

- (1) Emergency Notification System Protocols - **Tab P**
- (2) Fire Service Leadership Team Composition - **Tab Q**
- (3) Town of Swansea Outdoor Burning Ordinance Enforcement -**Tab R**

Public Works, T. Cullum, Chairman

- (1) MS4 Intergovernmental Agreement - **Tab T**

- (2) Chapin Public Works Office Water Tap Contract - **Tab U**

Budget Amendment Resolutions

6:00 P.M. - Public Hearings

- (1) Ordinance 09-10 - An Ordinance Authorizing (1) The Execution and Delivery of A Fee Agreement Between Lexington County and Flextronics America, LLC; (2) The County to Covenant in Such Incentive Agreement to Accept Certain Fees in Lieu of Ad Valorem Taxes with Respect to the Expansion Project; (3) Benefits of a Multi-County Park; (4) the Re-Documentation Within Such Incentive Agreement of Certain Lease Purchase Agreements Pertaining to a Project Established by the Company within the County in 1999**17**
- (2) Ordinance 09-14 - An Ordinance Authorizing the Irmo-Chapin Recreation Commission of the Irmo-Chapin Recreation District to Issue General Obligation Bonds in the Principal Amount of Not Exceeding \$1,030,000; and Other Matters Relating Thereto - **Tab 15**
- (3) Solid Waste Processing Facility Application 09-04 - Carolina Materials Corp**18**

Ordinance

- (1) Ordinance 09-10 - An Ordinance Authorizing (1) The Execution and Delivery of A Fee Agreement Between Lexington County and Flextronics America, LLC; (2) The County to Covenant in Such Incentive Agreement to Accept Certain Fees in Lieu of Ad Valorem Taxes with Respect to the Expansion Project; (3) Benefits of a Multi-County Park; (4) the Re-Documentation Within Such Incentive Agreement of Certain Lease Purchase Agreements Pertaining to a Project Established by the Company within the County in 1999 - 3rd & Final Reading - **Tab 17**

OLD BUSINESS/NEW BUSINESS

EXECUTIVE SESSION/LEGAL BRIEFING

MATTERS REQUIRING A VOTE AS A RESULT OF EXECUTIVE SESSION

ADJOURNMENT

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



COUNTY OF LEXINGTON, 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 # **M09-06**

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

1019 Garden Valley Lane, Columbia, SC 29210

Zoning Classifications: (Current) Low Density Residential (R1) (Proposed) Neighborhood Commercial (C1)

TMS#: 003696-05-002 & 003696-05-004 p/o Property Owner: AA Holding Company, LLC and Davis Family Real Estate, LLC

Reason for the request: A change in zoning is needed to utilize the property to provide underprivileged children, through the public school system, a place of learning through sports activities.

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: 10/01/09 Applicant: Property Owner Authorized Agent

Phone #(s): cell (803) 767-7373 _____

Signature: Signature on file Printed Name: Steve Ware

Street/Mailing Address: 1100 Bluff Road, Condo 103, Columbia, SC 29210

10/01/09	Application Received
10/22/09	Newspaper Advertisement
10/22/09	Notices Mailed

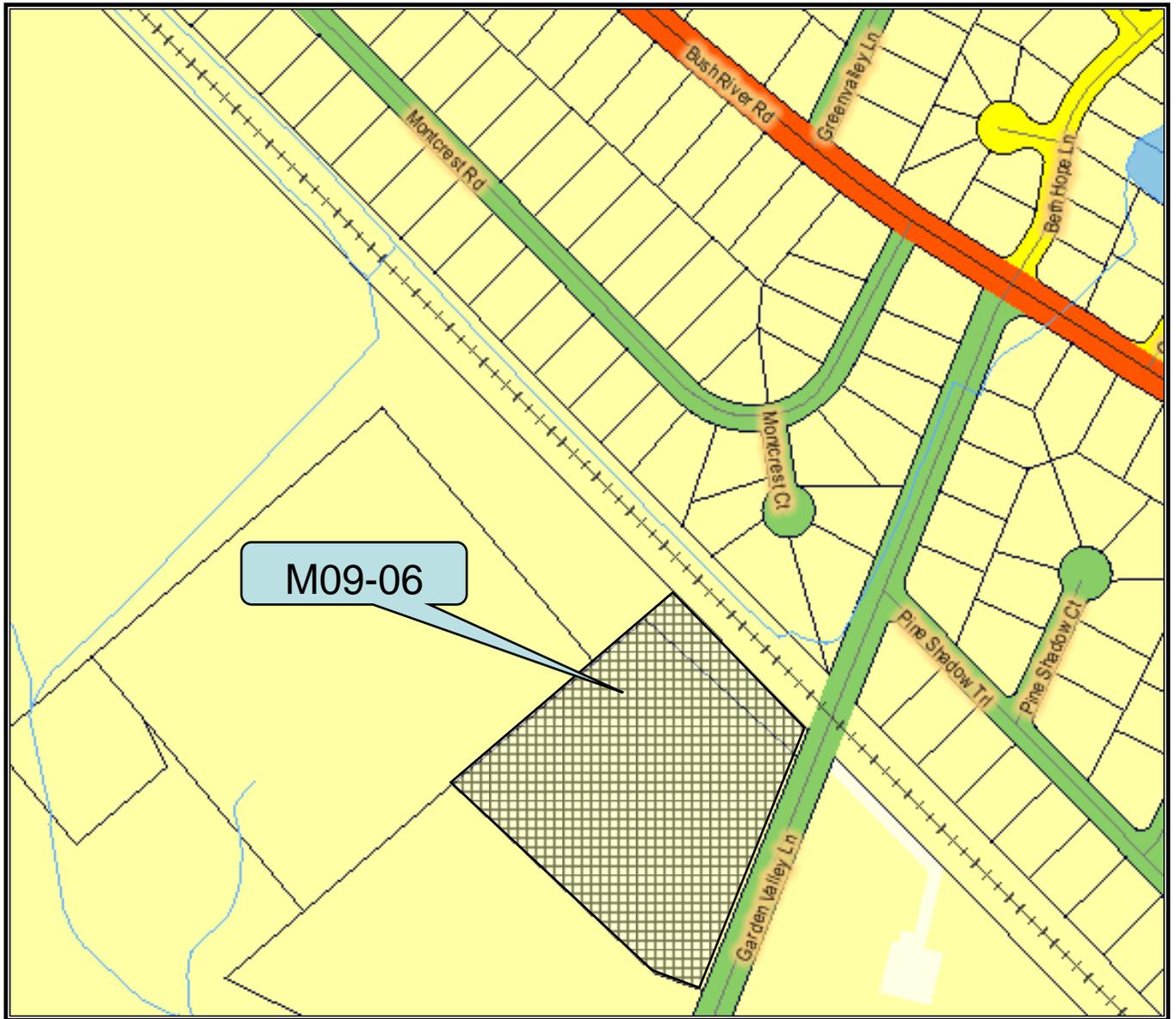
10/01/09	Fee Receipted
10/26/09	Property Posted
11/19/09	Planning Commission

Planning Commission Recommendation: Recommended denial of the map amendment request by a vote of 7 in favor of the motion to deny, to 0 opposed, with 1 abstaining.

10/27/09	First Reading	11/10/09	Public Hearing	Second Reading	Third Reading
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Results: _____

Zoning Map Amendment Application M09-06



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 M09-06



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

Memorandum

November 25, 2009

To: Katherine Hubbard
County Administrator

For: Planning and Administration Committee
County Council

From: Charlie Compton, Director
Department of Planning and GIS

Reference: Ordinance #09-01 – Landscape Ordinance Amendments

The attached Landscape Ordinance amendment draft is scheduled to be considered at this Committee meeting along with Zoning Text Amendment #T09-07 (sign amendments). Both are also tentatively placed on the 4:30 p.m. agenda in the event there is a desire to proceed with 2nd reading of both.

At this meeting I would like to concentrate on the list of Scenic Corridors in the Appendix. There will be maps available for a more detailed review. We also need to deal with the implementation date for this particular Ordinance, since the proposed changes will expand the coverage to county-wide and increase the workload with the addition of scenic corridors and open space requirements. One option might be to implement the new provisions immediately (to include the designations of Scenic Corridors), but delay the expansion of the Ordinance coverage county-wide until July 1st. The issue of staffing could then be considered by the Department of Community Development within the 2010-11 budget process.

This would allow the Zoning staff to use the Scenic Corridor designations for the new sign requirements, without overloading the Community Development staff with the expansion of the Landscape Ordinance coverage area.

Enclosure: Ordinance #09-01

DRAFT (as of November 25, 2009)

ORDINANCE #09-01

AN ORDINANCE AMENDING THE LEXINGTON COUNTY LANDSCAPE ORDINANCE

Pursuant to the authority granted by the Constitution of the State of South Carolina and General Assembly of the State of South Carolina, be it ordained and enacted by the Lexington County Council as follows:

Amendments to the Landscape Ordinance are to be considered that would update the restrictions contained therein and as a minimum address the following issues:

1. Renaming of the Ordinance to the Landscape and Open Space Ordinance.
2. Increasing the scope of the Ordinance to apply to all residential and non-residential subdivisions.
3. Addressing clearcutting as an activity.
4. Adding a new Article which would address Open Space Requirements.
5. Creating an Open Space District to be added to the list of Road and District Classifications.
6. Considering the expansion of the Landscape Ordinance boundaries.

Make the following changes and additions to:

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 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 and regulated 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 Operations**, as defined in the Lexington County Zoning Ordinance. **These** definitions includes the raising of trees, vines, field, forage or other plant crops intended to provide food or fiber. However, processing areas, buildings, **transport and warehousing**, and retail or wholesale activities related to crops and animal **raising operations** 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 10,000 square feet shall be exempt from the provisions of Article 3, Section 3, "Parking Lots", within display ly. (i.e., Automobile, Boat and Craft dealerships; truck terminals.).

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.

Add the following definition to:

Article 2 – Definitions

Right-of-Way Plan – the plan adopted by the Lexington County Planning Commission which defines and designates the various categories of roads within Lexington County according to potential right-of-way needs.

Add the following section to:

Article 3 – Landscaping Requirements

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, and 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:	25 feet
Scenic Corridor 2 and 3:	20 feet (where the road right-of-way is 50 feet wide) 15 feet (where the road right-of-way is 66 feet wide)
All other roads:	10 feet
Adjoining property:	10 feet

Within all visual buffers, except those along Scenic Corridors, the careful harvesting of single trees is permitted as long as the basic integrity of the buffer is maintained. The visual buffers along roads will be measured from the platted rights-of-way where they exist. On roads without platted rights-of-way they will be measured from the prescriptive easement. That easement is interpreted to include the actual roadway as well as any adjacent drainage ditch systems that are a part of the roadway.

Make the following changes and additions to:

Article 3 – Landscaping Requirements, 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 **and 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 8 inches or greater, and all understory trees with a D.B.H. of 4 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 percent 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 percent 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 25 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 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~~ shall be required. 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 20 feet along a Scenic Corridor 2. The only development allowed within the first 20 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 20-foot zone represents greater than 20 percent of the area of a parcel, as platted prior to the enactment date of this Ordinance, the scenic zone may be reduced from 20 feet to 20 percent 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 20 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 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 understory 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. The only development allowed within the first 10 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 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 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, but shall comply with all placement requirements of the Lexington County Zoning Ordinance.

3.7.7 Additional Zoning Requirements

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

Add the following article to the Landscape 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 2 acres or which have at least ten lots.

4.1.1 Quantity of Open Space

At least 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 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. These distances shall be measured from the proposed right-of-way as shown in the Right-of-Way Plan if that width is greater than the existing right-of-way.

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 to 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.

Where the open space is adjacent to a scenic corridor it may be cleared of existing understory and canopy trees only if there is an extensive landscaping and/or berming plan for that area.

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.

Renumber Articles 4 and 5 as needed.

Make the following changes and additions to the . . .

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 poplar	>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

SC Forestry Association
P.O. Box 21303
Columbia, SC 29221-1303

Clemson Extension Service
Lexington County Office
605 West Main Street, Suite 109
Lexington, SC 29072-2550

<http://www.americanforests.org/>
<http://www.arboday.org/>
<http://www.treesaregood.org/>

Scenic Corridors

The Scenic Corridor designation can only apply to roads that are located in the portions of Lexington County where the provisions of Article 3, Section 7, of the Landscape and Open Space Ordinance apply. The following are the roadways which are designated as Scenic Corridors in accordance with Article 3, Section 7. Scenic corridors may be removed from or added to this list upon a recommendation of the Planning Commission and approval of County Council at any scheduled meeting. All cited intersections, as well as measurement locations, refer to the mapped centerlines of the named roads.

Scenic Corridor 1's

Arterials: Bradley Drive

Bush River Road (from Langsdale Road to the CSX Railroad spur)
Corley Mill Road (from Mountain Laurel Court to within 500 feet of North Lake Drive)
Cromer Road (from English Drive to Oak Drive)
Wildlife Road (from Barr Road to Norfolk Southern Railroad)

Collectors: Andrew Corley Road (from Corley Mill Road to the ID line near North Lake Drive)

Barr Road (from Wildlife Road to Pisgah Church Road)
Cromer Road (from Oak Drive to Mineral Springs Road)
Hope Ferry Road (from Corley Mill Road to the ID line near Sunset Boulevard)
Midway Road
Mill Stream Road
Old State Road (from I-77 to Old Wire Road)
Saint Davids Church Road (from Bradley Drive to Kitti Wake Drive)

Locals: Old State Road (south of Old Wire Road)

Scenic Corridor 2's

Arterials: Barr Road (from Hendrix Street to Wildlife Road)

Bush River Road (from the CSX Railroad spur to St. Andrews Road)
Calks Ferry Road (from Augusta Highway to Spring Hill Road)
Calks Ferry Road (from Triangle Road to I-20)
Emanuel Church Road (from Kitti Wake Drive to the westernmost intersection with Pinestraw Circle)

Longs Pond Road (from Muddy Springs Road to Nazareth Road)
Nazareth Road (from South Lake Drive to Steele Pond Road)
North Lake Drive (from Lincreek Drive to the County Line)
Oak Drive (from Cromer Road to Mineral Springs Road)
Pisgah Church Road (from Hounds Run Drive to Barr Road)

Collectors:

Amicks Ferry Road
Beechcreek Road
Beechwoods Drive (from the ID line to Old Cherokee Road)
Berl Mar Road
Cedar Road (from Mineral Springs Road to within 1600 feet of Augusta Road)
Coldstream Drive
Collins Drive
Dreher Island Road
Fox Branch Road
Hebron Drive (from the ID line near Sunset Boulevard to the ID line on the east side of the road near Leaphart Road)

Innsbruck Drive
Irmo Drive
Kitti Wake Drive (from Two Notch Road to Shirway Drive)
Kyzer Road (from Nazareth Road to the ID line near Platt Springs Road)
Long Pine Road
Mineral Springs Road (from the ID line at Leaphart Road to the ID line on the west side of the road near Sunset Boulevard)
Murray Lindler Road (from Old Lexington Highway to Old Bush River Road)
Nursery Road (from Fork Avenue to Goldstone Drive)
Old Chapin Road
Old Cherokee Road
Old Lexington Highway (Chapin)
Peak Street
Pilgrim Church Road (from the ID line to Old Cherokee Road)
Rawl Road
River Road
Rocky Point Drive
Saint Peters Church Road (Chapin area)
Saint Peters Road (from Wise Ferry Road to the ID line)
Shirway Drive (from the ID line on the east side of the road near Two Notch Road to the ID line on the east side of the road near Old Barnwell Road)
Shore Road (from the Rembert Court to Shull Island Road)
Sid Bickley Road (from Old Bush River Road to Old Lexington Highway)
Smith Pond Road (from Calks Ferry Road to Norfolk Southern Railroad)
Weed Drive (from North Lake Drive to Rawls Creek)
Wessinger Road (from Old Bush River Road to Putnam Drive)
Wise Ferry Road (from the ID line to Beechcreek Road)

Locals:

Amicks Ferry Road
Beechcreek Road (from Old Cherokee Road to Wise Ferry Road)
Catawba Trail
Counts Ferry Road (from the ID line to the end of the road)
Crockett Road
Foxglen Road
Nursery Road
Old Bush River Road (from Murray Lindler Road to Old Lexington Highway)
Old Bush River Road (from Sid Bickley Road to Wessinger Road)
Old Chapin Road
Old Cherokee Road

Park Road
Press Lindler Road
River Road
Shore Road
Shull Island Road
Wessinger Road (from Putnam Drive to Vernon Amick Roak)
Westwoods Drive
Windward Point Road
Wise Ferry Road

Scenic Corridor 3's

Arterials: Augusta Highway (from West Main Street to Priceville Road)
Barr Road (from West Main Street to Hendrix Street)
Bush River Road (from Lake Murray Boulevard to Langsdale Road)
Calks Ferry Road (from Highway #378 to Spring Hill Road)
Calks Ferry Road (from Augusta Highway to Triangle Road)
Calks Ferry Road (from I-20 to Pond Branch Road)
Chapin Road
Charleston Highway (from Cayce city limits to I-26)
Charter Oak Road
Columbia Avenue (Chapin area)
Corley Mill Road (first 500 feet from North Lake Drive)
Corley Mill Road (from Mountain Laurel Court to Sunset Boulevard)
Cromer Road (from English Drive to Sunset Boulevard)
Edmund Highway (from South Congaree town limits to West Dunbar Road)
Edmund Highway (from South Congaree town limits to South Lake Drive)
Emanuel Church Road (from Kitti Wake Drive to West Dunbar Road)
Highway #378 (from West Main Street to a point 850 feet west of Priceville Road)
Highway #321 (from Charleston Highway to the Gaston town limits)
Lake Murray Boulevard
Nazareth Road (from Calks Ferry Road to Steele Pond Road)
North Lake Drive (from Lincreek Drive to Lake Murray Boulevard)
North Lake Drive (from Sunset Boulevard to the Lake Murray Dam spillway)
Old Barnwell Road (from Old Orangeburg Road to Springdale town limits)
Old Orangeburg Road
Peach Festival Road
Pine Street (from West Dunbar Road to South Congaree town limits)
Pisgah Church Road (from Augusta Highway to Hounds Run Drive)
Platt Springs Road (from Emmanuel Church Road to Boiling Springs Road)
Pond Branch Road (from Boiling Springs Road to Calks Ferry Road)
Priceville Road
South Lake Drive (from Lexington town limits to Edmund Highway)
Sunset Boulevard
West Main Street (Lexington area)

Collectors: Andrew Corley Road (from North Lake Drive to the ID line)
Beechwoods Drive (from Highway #378 to the ID line)
Hebron Drive (from the ID line to Sunset Boulevard)
Hope Ferry Road (from Sunset Boulevard to the ID line)
Kyzer Road (from Platt Springs Road to the ID line)
Murray Lindler Road (from Chapin Road to Old Lexington Highway)
Nursery Road (from Lake Murray Boulevard to Fork Avenue)
Pilgrim Church Road (from North Lake Drive to the ID line)
Old Barnwell Road (from South Lake Drive to Old Orangeburg Road)

Saint Peters Road (from Highway #378 to the ID line)
Shirway Road (from Old Barnwell Road to the ID line)
Shore Road (from Highway #378 to the Rembert Court)
Sid Bickley Road (from Chapin Road to Old Bush River Road)
Spring Hill Road (from Highway #378 to Calks Ferry Road)
Weed Drive (from Rawls Creek to Nursery Road)
Wessinger Road (from the County Line to Old Bush River Road)
Wise Ferry Road (from Augusta Highway to the ID line north of Highway #378)

Locals: Counts Ferry Road (from Highway #378 to the ID line)
Muddy Springs Road

This Ordinance shall be effective from the date that it is approved.

Enacted this ____ day of _____, 2009.

Debra B. Summers
Chairman, Lexington County Council

ATTEST:

Diana W. Burnett, Clerk

First Reading: January 27, 2009
Second Reading: _____
Public Hearing: January 27, 2009
Third & Final Reading: _____
Filed w/Clerk of Court: _____

Memorandum

November 25, 2009

To: Katherine Hubbard
County Administrator

For: Planning and Administration Committee
County Council

From: Charlie Compton, Director
Department of Planning and GIS

Reference: Zoning Text Amendment #T09-07 – Sign Amendments

The attached Zoning Text Amendment draft is scheduled to be considered at this Committee meeting along with Ordinance #09-01 (Landscape Ordinance amendments). Both are also tentatively placed on the 4:30 p.m. agenda in the event there is a desire to proceed with 2nd reading of both.

The Planning Commission at its November 19th meeting has formally recommended adoption of these changes, to include the few additional issues discussed at the public hearing.

Enclosure: Zoning Text Amendment #T09-07



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 # **T09-07**

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

ARTICLE 2 - APPLICATION OF REGULATIONS - Chapter 5 - Signs, and other related sections of the Zoning Ordinance as applicable.

Reason for the request: To fully implement the concept of scenic corridors and to better coordinate the transition of properties into municipalities through annexation.

Submitted on behalf of: County Council Planning Commission

Printed Name: Charles M. Compton Title: Director of Planning and GIS

Signature: Signature on file

10/07/09	Application Received	10/22/09	Newspaper Advertisement
11/19/09	Planning Commission		

Planning Commission Recommendation: Recommended approval of the Text Amendment by a vote of 8 in favor of the motion, to 0 opposed.

10/27/09	First Reading	11/10/09	Public Hearing	Second Reading	Third Reading
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Results: _____

DRAFT update (as of November 25, 2009)

Chapter 5. Signs

25.00 Intent and Purpose

The purpose of this chapter is intended to accomplish the following objectives:

- a. To encourage a high standard for signs ~~in order that they should be appropriate~~ and to enhance the aesthetic appearance and attractiveness of the community, and; ~~to further;~~ create an ~~aesthetic~~ environment that contributes to the ability of the community to attract ~~sources of~~ economic development and growth.
- b. To ensure that signs are designed, constructed, installed, and maintained so that public safety and traffic safety are not compromised.
- c. To minimize ~~the~~ distractions and ~~the~~ obstructions-of-views that contributes to traffic hazards and endanger ~~the~~ public safety.
- d. To allow for adequate and effective signs for communicating identifications and promoting businesses.
- e. In the interest of public safety, the visibility of street name signs, street address information, and address numbers for use by emergency responders (fire, police and medical) is of preeminent importance and should be considered during the placement of signs covered under this ~~section~~ chapter.

26.00 Definitions and Quick Reference Chart

Advertising Signs. Any signs, pictorial or otherwise, regardless of size or shape, which direct attention to a business, commodity, attraction, profession, service, or entertainment conducted, sold, offered, manufactured, existing, or provided at a location other than on the premises where the sign is located or to which it is affixed. Such signs are sometimes called off-premise signs, and include, but are not limited to, those signs commonly referred to as outdoor advertising signs, billboards, or poster boards.

Audible Signs. Signs which emit any sound capable of being detected on a public road or adjoining property.

Awning Signs. See Marquee Signs definition.

Banners. Signs intended to be hung either with or without a frame, possessing characters, letters, illustrations, or ornamentations applied to plastic or fabric of any kind, excluding flags and emblems of political, professional, religious, educational, governmental, or corporate organizations.

Business Signs. Any signs, pictorial or otherwise, regardless of size or shape, which direct attention to a business, commodity, attraction, profession, service, or entertainment conducted, sold, offered, manufactured, existing, or provided on the premises where the sign is located or to which it is affixed. Such sign shall also include such representations painted on or otherwise affixed to any exterior portion of a business. Business signs are sometimes called on-premise signs.

Canopy Signs. Signs that are erected on a separate, freestanding roof-like covering.

Changeable Copy Signs. Signs on which message copy is changed manually through the utilization of attachable letters, numbers, symbols, and other similar characters or changeable pictorial panels. Poster panels and printed boards are not considered changeable copy signs.

Commercial Center. A commercial complex consisting of more than one retail, commercial, or office establishment grouped together, usually developed under one ownership or management, and generally sharing parking areas and vehicular entrances and exits.

Contractors' Signs. Signs displaying the names of the builders, contractors, architects, engineers, craftsmen, artisans, and similar information erected upon the premises of any work, construction, major repairs, or improvements.

Development / Project Signs. Signs announcing a planned residential, office, business, industrial or mixed use development.

Directory Signs. Any signs listing only the names, uses, or locations of more than one business, activity, firm, professional office, or tenant within a building, group of buildings, or commercial center.

Display Area. That area of a sign including the entire area within a regular geometric shape (square, rectangle, triangle, circle, or semicircle) or combination of regular geometric shapes enclosing all of the elements of informational or representational matter displayed, including blank masking or any surface shape intended to convey ideas, information, or meaning. The display area shall also include any painted portion, whether on a sign or building edifice, that serves as a part or all of a logo or other advertisement for any business product or activity. Frames or structural members not bearing informational or representational matter shall not be included in calculating the display area. For double-faced signs that are relatively parallel (forming an angle of 45 degrees or less) and supported by the same structure, the display area of the sign equals the total display area of the largest face. The display area of other multiple-faced signs equals the total display area of all faces.

Driveway Signs. Signs indicating the direction of travel for driveway ingress and/or egress.

Electronic Message Board. An electrical or electronic sign using **digital technology** or a pattern of lights to form various words or graphics which is capable of changing copy continuously.

Flag. A piece of durable fabric of distinctive design that is used as a symbol or decorative feature. Pennants do not qualify under this definition.

Flashing Signs. Signs that use a blinking, intermittent or flashing light source.

Freestanding Signs. Signs that are permanently secured in the ground and which is not attached to, supported by, or erected on a building or other structure having a principal function other than support of such signs.

Illuminated Signs. Signs either internally or externally lighted by an artificial source.

Incidental Signs. Signs used in conjunction with equipment or other functional elements of a use or operation. These shall include, but not be limited to drive through window menu boards, and signs on automatic teller machines, gas pumps, vending machines, or newspaper delivery boxes.

Inflatable Signs. Any signs that are either expanded to their full dimensions or supported by gases contained within the sign parts, at a pressure greater than atmospheric pressure. Untethered airships are not considered to be inflatable signs. Also see Portable or Moveable Signs.

Marquee Signs. Any signs erected, stenciled, engraved on, attached to, or suspended from a marquee. A marquee is defined as any hood, awning (with or without stanchions), or roof-like structure of permanent construction, which is supported from a wall of a building and projects beyond the building wall, and is generally designed and constructed to provide protection against weather.

Moving Signs. Any sign that has movement caused by means other than the movement of air over the face of the sign or into the body of the sign (see windblown signs).

Off-Premise Signs. Any signs, pictorial or otherwise, regardless of size or shape, which direct attention to a business, commodity, attraction, profession, service, or entertainment conducted, sold, offered, or manufactured, existing, or provided at a location other than on the premises where the sign is located or to which it is affixed. Such signs include, but are not limited to, signs commonly referred to as outdoor advertising signs, billboards, or poster boards.

On-Premise Signs. Any signs, pictorial or otherwise, regardless of size or shape, which direct attention to a business, commodity, attraction, profession, service, or entertainment conducted, sold, offered, or manufactured, existing or provided on the premises where the sign is located or to which it is affixed. Such signs shall also include such representations painted on or otherwise affixed to any exterior portion of a business. See Business Signs.

Pennants. Any lightweight plastic, fabric, or other material, regardless of shape, whether or not containing a message of any kind, suspended from a rope, wire, or string, usually in a series, designed to move with the wind.

Political Campaign Signs. Signs announcing candidates seeking public office or relating to any election or public referendum.

Portable or Moveable Signs. Any signs, which rests upon, but are not attached to the ground, a structure, a frame, building, or other surface. Such signs include, but are not limited to, the following: trailer signs, signs mounted to and/or displayed from a parked vehicle (see Section 26.40k for allowable vehicle signs), sandwich board signs, sidewalk or curb signs, and inflatable signs.

Projecting Signs. Any signs which are erected on a building wall or structure and extend beyond the wall of the building more than twelve inches.

Projection Signs. Any signs or graphics that are projected on a wall, building, street, screen, or natural backdrop, originating from any projection device which would include, but not be limited to, laser lights, slide or video projections, and any other computer or electronic device.

Public Information Signs. Signs that display information pertinent to the safety, legal responsibilities, or the well being of the general public to include, but not be limited to, warning, no trespassing signs, restrooms, public telephones, walkways, entrance and exit drives, and traffic directions.

Real Estate Signs. Signs offering real estate for sale, rent, or lease.

Residential/Commercial/Industrial Subdivision and Residential Development Signs. Permanent signs displaying no information other than the name of the subdivision, group housing development, apartment/condominium complex, or mobile home park.

Seasonal Signs. On-Premise signs advertising seasonal or holiday products or services.

Sign. Any device which informs or attracts attention.

Short Term Personal Information Signs. Signs such as garage sale, lost and found pets, and wedding and reception directions.

Sponsorship Signs. Signs employed by a school or by a civic, fraternal, religious, charitable or similar organization, which identifies the sponsor (by name, address and/or logo, crest, insignia, trademark or emblem only) of recreational or sports facilities provide on the premises where such signs are displayed. "Sponsorship Fence Signs" shall mean sponsorship signs affixed to permanent fencing. "Facility" shall mean the entire premises of an elementary or secondary school or a recreation or sports facility.

Street Frontage. That property line of a parcel that abuts a public or private road. In those cases where no property lines abut a road, 25% of the parcel's perimeter shall be a substituted measurement for street frontage for the purpose of calculating the maximum display area and number of freestanding signs allowed, as though that parcel had only one street frontage.

Temporary Directional Signs. Directional signs intended for use with seasonal activities and civic or community special events not associated with permanent business activities.

Temporary Signs. Signs which are not permanently installed in the ground or affixed to any structure or building, and which are erected or displayed for a period of time as allowed in this ordinance.

Vehicular Signs. Signs on vehicles or trailers, which are in a street legal operating condition.

Wall Signs. Signs attached to the exterior wall of a building or structure, which do not extend beyond the building wall more than twelve inches.

Window Signs. Signs intended for viewing from the exterior of a window or door.

Windblown Sign. Any banner, device, or display designed to be moved by natural or artificially generated sources of air, that contains a written or pictorial message.

Quick Reference Chart

LEGEND: T = Temporary P = Permanent \$ = Permit Required E = Exempt X = Not Allowed

NOTE: All allowed or exempt signs, including flags, must meet the requirements as outlined in this ordinance.

Sign Type	Ordinance Section Reference	T	P	E	X	Required Setback from Right-of-way	Required Setback from Adjoining Property	Display Area, Height and/or Spacing Restrictions
Advertising Signs	26.60		✓\$			10 ft.*	10 ft.*	✓
Audible Signs	26.32				✓			
Banners	**							
Banners over Public R/W	26.40a	✓						
Business Signs	26.50		✓\$			10 ft.*	10 ft.*	✓
Canopy Signs	26.53		✓\$			10 ft.*	10 ft.*	✓
Changeable Copy Signs	26.52		✓\$			10 ft.*	10 ft.*	✓
Commercial Center Signs	26.52		✓\$			10 ft.*	10 ft.*	✓
Contractor's Signs	26.40b	✓						✓
Development/Project Signs	26.40f	✓						✓
Directory Signs	26.52		✓\$			10 ft.*	10 ft.*	✓
Driveway Signs	26.53		✓				10 ft.*	✓
Electronic Message Board	26.52	**	**					
Flag	26.20			✓				
Flashing Signs	26.33				✓			
Illuminated Signs	26.13d 26.15 26.55	** ** **	** ** **					
Incidental Signs	26.20h			✓				
Inflatable Signs	**							
Marquee Signs	26.52 26.53		✓\$ ✓\$			10 ft.* 10 ft.*	10 ft.* 10 ft.*	✓ ✓
Moving Signs	26.34				✓			
Pennants	26.40c	✓\$				10 ft.*		✓

Sign Type	Ordinance Section Reference	T	P	E	X	Required Setback from Right-of-way	Required Setback from Adjoining Property	Display Area, Height and/or Spacing Restrictions
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Political Campaign Signs	26.40d	✓						
Portable or Moveable Signs	26.40e	✓\$						✓
Projecting Signs	26.53		✓\$			10 ft.*	10 ft.*	✓
Projection Signs	**							
Public Information Signs	26.20c			✓				
Real Estate Signs								
On-Premise	26.40f	✓						✓
Off-Premise	26.40f	✓						✓
On-Premise Sub./Dev. Signs	26.40f	✓						✓
Off-Premise Sub./Dev. Signs	26.40f	✓	✓\$					✓
Residential/Commercial/Industrial Subdivision and Residential Development Signs	26.53		✓\$			10 ft.*	10 ft.*	✓
Seasonal Signs	26.40g	✓						✓
Short-Term Personal Information Signs	26.40h	✓						✓
Sponsorship Signs	26.40i	✓						
Temporary Directional Signs	26.40j	✓						✓
Vehicular Signs	26.40k	✓						
Wall Signs	26.53		✓\$					✓
Window Signs	26.20g			✓				
Windblown Signs	**							

* If the distance from the edge of the road to the edge of the right-of-way is greater than 20 feet, the 10-foot setback from the road right-of-way shall not apply.

** Not considered a type of sign, but as an optional form of construction or method of display.

26.10 General Provisions

26.11 Construction Standards

All signs shall comply with the appropriate provisions of the County's Building Code, and shall maintain clearances from all overhead electrical conductors in accordance with the National Electric Code, provided that no sign shall be installed closer than 10 feet horizontally or vertically from any conductor. Temporary signs shall be erected or placed to remain in the intended location and not to become a safety hazard or litter problem.

26.12 Unsafe or Hazardous Signs

No sign shall be erected or allowed to remain erected that, in the opinion of the County Building Official, is structurally unsafe and constitutes a danger to the public safety. If any sign should become insecure, in danger of falling, or otherwise unsafe, the owner thereof or the person maintaining the sign shall immediately secure or remove the sign.

26.13 Maintenance

To insure that signs are maintained in a safe and aesthetic manner, the following maintenance requirements shall apply to all signs.

- a. No sign shall be allowed to have more than 20 percent of its display area, reverse side, or structure covered with disfigured, chipped, cracked, ripped, or peeling paint or poster paper for a period of more than 30 successive days.
- b. No sign shall be allowed to remain with a bent or broken display area, broken supports, loose appendages or struts, or stand more than 15 degrees away from the perpendicular for a period of more than 30 successive days.
- c. No sign shall be allowed to have weeds, trees, vines, or other wild vegetation growing upon it for a period of more than 30 successive days.
- d. No indirect or internally illuminated sign shall be allowed to have only partial illumination for a period of more than 30 successive days.

26.14 Public Right-of-Way

No portion of any sign shall overhang or encroach upon any public right-of-way.

26.15 Illuminated Signs

All illuminated signs must meet the performance standards related to light and glare as described in Article 2, Section 24.50.

26.20 Exempt Signs

The following are not subject to these sign regulations:

- a. Signs not exceeding one square foot in area and bearing only property numbers, post office box numbers, or names of occupants on premises not having commercial connotations.
- b. The single flag or insignia of the United States or any other governmental or corporate entity, except when displayed in connection with commercial promotion.
- c. Legal notices or identification, public information signs, and directional signs erected as required by governmental bodies.
- d. Integral decorations or architectural features of buildings or grounds, except letters, trademarks, moving parts, or moving lights.
- e. Signs not exceeding four square feet in area directing and guiding traffic on private property.
- f. Wall identification signs and commemorative plaques not more than four square feet in area, memorial cornerstones or tablets providing information on building erection or commemorating a person or event.
- g. Signs which are not designed to be visible beyond the boundaries of the parcel on which they are located or from any public thoroughfare or right-of-way.
- h. Incidental signs or trademarks or product names which are displayed as part of vending machines, dispensing machines, automatic teller machines, and gasoline pumps.

26.30 Prohibited Signs

26.31 Signs Imitating Traffic or Emergency Signals

No sign shall be ~~permitted~~ **allowed** which imitates an official traffic sign or signal, or contains words or symbols displayed in a manner which might mislead or confuse drivers of vehicles, or which displays intermittent lights resembling the color, size, shape, or order of lights customarily used in traffic

signals, on emergency vehicles, or on law enforcement vehicles, except as part of a permitted private or public traffic control sign.

26.32 Audible Signs

No sign shall be ~~permitted~~ **allowed** which emits any sound capable of being detected on a public road or adjoining property.

26.33 Flashing Signs

No sign shall be ~~permitted~~ **allowed** which utilizes flashing, blinking, or strobe-type lights, or any type of pulsating or moving light. ~~except e~~ **Electronic message boards may only be used** in accordance with the provisions of this chapter. ~~However, electronic message boards are not allowed to flash a static message.~~

26.34 Moving Signs

No sign shall be ~~permitted~~ **allowed** which moves or presents the illusion of movement in any manner, when such movement is provided by means other than the movement of air.

26.35 Signs Attached to or Painted on Selected Features

No sign shall be ~~permitted~~ **allowed** which is attached to a utility pole or street sign, or is attached to or painted on tree trunks, rocks, or other natural objects.

26.40 Temporary Signs

In keeping with Section 25.00 Intent and Purpose, temporary signs that are in compliance with the requirements of Section 22.10 Driveway and Street Restrictions, Section 26.10 General Provisions, Section 125.00 Conflict with Other Laws, and all other applicable requirements of this Ordinance, shall be allowed.

a. Banners over Public Rights-of-Way

Banners spanning over public rights-of-way are allowed, subject to approval by the appropriate South Carolina Department of Transportation agency or appropriate local governmental (County or Municipal) agency responsible for maintenance of the right-of-way. Banners attached to existing utility pole shall require the approval of such utility agency.

b. Contractors' Signs

Contractor's Signs displaying the names of the builders, contractors, architects, engineers, craftsmen, artisans, and similar information may be erected upon the premises of any work, construction, major repairs, or improvements. The display area of such signs shall not exceed 32 square feet in Restrictive Development Districts and 50 square feet in Intensive Development Districts. Such signs shall be removed within seven days of the completion of the work.

c. Pennants

Pennants are any lightweight plastic, fabric, or other material, regardless of shape, whether or not containing a message of any kind, suspended from a rope, wire, or string, usually in series, designed to move with the wind. Pennants shall be limited to two strands for every 100 feet of road frontage or portion thereof. A strand is defined as being between two attachment points. Pennants and/or attachment points shall be set back a minimum of 10 feet from the road rights-of-way. Pennants are allowed only in conjunction with the permitting of Portable or Movable signs.

d. Political Campaign Signs

Signs announcing candidates seeking public office or relating to any election or public referendum shall be allowed. Such signs shall be placed only on private property, and removed within seven days after the election or referendum. These signs do not have to be set back from road rights-of-way.

e. Portable or Movable Signs

Portable or movable signs shall be permitted up to two separate times per year for a period not to exceed 30 consecutive days per occurrence. Portable signs must be located at least 20 feet from any adjoining business signs or small advertising signs. Pennants are allowed only in conjunction with a permit under this section and in accordance with Section 26.40c.

Individual business centers and commercial centers may have one portable sign per 200 feet of street frontage or portion thereof. Tenants are limited to one portable sign per occurrence. A parcel with frontage on different streets shall have the frontages regulated independently as to number of signs allowed. Multiple signs allowed on the same frontage of the same parcel must be located at least 200 feet apart. Private restrictive covenants and/or lease agreements for business centers and commercial centers may include more restrictive policies for these types of signs.

f. Real Estate Signs

Real Estate Signs are temporary signs offering real estate for sale, rent, or lease. These signs do not have to be set back from road rights-of-way, but still must comply with the engineering criteria found in the Lexington County Land Development Manual and the Driveway Restrictions found in Section 22.10 of this Ordinance.

On-Premise – The real estate sign display area shall not exceed 6 square feet for individual parcels restricted for residential use only and 32 square feet for all other parcels. There may be only one sign per 200 feet of street frontage or portion thereof and such signs shall be removed within seven days of the conveyance or lease of the property.

Off-Premise – Real estate signs not exceeding 4 square feet in area and 2½ feet in height are allowed off-premises, provided they are located on private property with the property owners’ permission. These signs do not have to be set back from road rights-of-way. Such signs shall be removed within seven days of the conveyance or lease of the property.

On-Premise Subdivision/Development/Project Signs shall be allowed in addition to the permanent Subdivision/Development Signs provided they do not exceed 32 square feet, one per entrance, and are ~~meet the same restrictions for On-Premise and Off-Premise Real Estate Signs, except that Off-Premise Development/Project Signs shall be removed after 75~~ 100 percent of the original lots, units, etc. have been sold or leased.

Off-Premise Subdivision/Development Signs shall be allowed provided they are located on private property with the property owners’ permission and meet the following requirements:

1. They must be located no further from the subdivision or development than the first intersection with an Arterial (A) street. If there are multiple directions to arrive at the project there may be multiple signs with the maximum distance allowed determined independently in each direction.
2. These signs shall not contain more than 24 square feet in display area. The decorative structure on which the sign is displayed may not exceed 32 square feet.
3. The maximum height of the sign and/or decorative structure shall be 4 feet.
4. These structures and signs must have the same appearance as the permanent on-site signs and be constructed of the same or similar materials.
5. These off-premise signs must be removed after 90 percent of the lots, units, etc. have been sold or leased.

Multiple subdivisions/developments desiring to place off-premise directional signs on the same property are encouraged to share a single sign structure. They must meet the same size and location requirements of this section, however, the maximum height of the sign structure may be 8 feet. Materials used should be of similar quality as the permanent on-site signs, i.e. painted plywood would not be acceptable. A second sign in the same location that is not sharing a sign structure may not obstruct the view of the first sign.

g. Seasonal Signs

Seasonal Signs are on-premise signs advertising seasonal or holiday products or services. These signs shall not exceed 32 square feet in area and must be located on private property with the property owner’s permission. There may be only one sign per 500 feet of street frontage or portion thereof and such signs must be removed within seven days after the end of the season. These signs do not have to be set back from road rights-of-way.

h. Short-Term Personal Information Signs

Short-term personal information signs, such as garage sale, lost and found pets, and wedding and reception directions, are allowed provided they are located on private property with the property owner's permission. These signs shall not exceed six square feet in size, are limited to no more than seven consecutive days, and must be removed within twenty-four hours after the completion of the event. These signs do not have to be set back from road rights-of-way.

i. Sponsorship Signs

Sponsorship Signs are signs employed by a school or by a civic, fraternal, religious, charitable or similar organization, which identifies the sponsor (by name, address and/or logo, crest, insignia, trademark or emblem only) of recreational or sports facilities provided on the premises where such signs are displayed. "Sponsorship Fence Signs" shall mean sponsorship signs affixed to permanent fencing. "Facility" shall mean the entire premises of an elementary or secondary school or a recreation or a sports facility. These signs are intended to be used for a specific event or sporting season. They must meet all safety standards and local event/location restrictions imposed by the event committee, site owner, etc. Such signs intended to remain beyond the event or sporting season limitation shall be regulated as permanent signs under the appropriate definitions found in this ordinance.

j. Temporary Directional Signs

Temporary Directional Signs are intended for use with seasonal activities ~~and~~ for civic, church, or community special events not associated with permanent business activities. These signs ~~shall be limited to eight in total number and~~ shall not exceed 12 square feet per sign and must be located on private property with the property owner's permission. **There may be only one sign per 500 feet of street frontage or portion thereof and such** ~~These~~ signs do not have to be set back from road rights-of-way. These signs must be removed within seven days after the end of the season or after the individual event for which it was intended. Such signs do not constitute a land use unto themselves and are not considered Off-Premise Advertising Signs.

k. Vehicular Signs

Vehicular Signs are signs on vehicles or trailers, which are in a street legal operating condition. Signage, no matter how attached or painted, on a currently, properly licensed vehicle (motorized or not - including trailers) used in the everyday conduct of the business or activity that it is advertising, is allowed. Vehicles with such signage may be parked in normal designated parking places, but not on grassy areas, sidewalks, or other locations not normally available to customers or patrons of the business. Disabled or unlicensed vehicles, on which signage has been placed, shall be regulated as permanent signs under the appropriate definitions found in this Ordinance. Signs resting upon, mounted to and/or displayed from a parked vehicle, used other than as described above, shall be considered as Portable or Movable Signs.

26.50 Business Signs

26.51 Location

In Intensive Development Districts these signs must comply with the same buffering restrictions as the principal activity for which they advertise, except that they may be erected within the required setback unless other more restrictive provisions of this Ordinance apply. In Restrictive Development Districts these signs must comply with the same buffering restrictions as the principal activity for which they advertise. However, in all districts, any portion of a business sign must maintain at least a ten-foot setback from all property lines and the existing road right-of-way, unless otherwise specifically stated in this Ordinance. If the distance from the edge of the road to the right-of-way is greater than 20 feet, the ten-foot setback from the road right-of-way shall not apply. No sign shall be allowed to violate any of the requirements of Section 22.10, Driveway and Street Restrictions.

26.52 Maximum Display Area, Height, and Number of Signs

Individual businesses and commercial centers may have one freestanding business sign per 500 feet of street frontage or portion thereof. These signs shall comply with the following height and display area requirements:

Location	Maximum Static Display Area per Sign	Maximum Changeable Copy or Electronic Message Board	Maximum Height
Restrictive Development Districts	75 square feet	40 square feet	15 feet
Intensive Development Districts	100 square feet	60 square feet	20 feet
Commercial Centers in ID District	300 square feet	80 square feet	35 feet
Commercial Centers in RD District	150 square feet	40 square feet	15 feet

The maximum height allowed for business signs along roadways shall be measured from the elevation of the roadway, unless the elevation of the sign location is higher than the roadway. In those instances the maximum height allowed shall be as listed in the chart above. This interpretation of allowed heights shall also be used in Section 26.55, Business Signs on Scenic Corridors.

Both the maximum static display area and the maximum changeable copy/electronic message board area may be utilized as part of each allowed individual or commercial center sign. However, the maximum display area per sign shall not be increased with any exchange or substitution of the allowable area for changeable copy or electronic message.

A parcel with frontage on different streets shall have the frontages regulated independently as to number of signs allowed.

A parcel with street access only by an easement over another parcel may consider that easement frontage as an allowed location for a business sign provided it is allowed by the easement agreement. A similar parcel that includes ownership of the strip of property which provides access may also consider that frontage as an allowed location for a business sign. In both situations the signs must meet all of the requirements of this section including location restrictions.

Multiple signs allowed on the same frontage of the same parcel must be located at least 500 feet apart.

The maximum display area allowed for commercial centers includes any directory signs. In addition, each business within a commercial center may erect one wall, projecting, or marquee sign; and, each individual business not within a commercial center may erect one wall, projecting, or marquee sign per street frontage.

Changeable Copy Signs. Signs on which message copy is changed manually through the utilization of attachable letters, numbers, symbols, and other similar characters or changeable pictorial panels. Poster panels and printed boards are not considered changeable copy signs.

Commercial Center. A commercial complex consisting of more than one retail, commercial, or office establishment grouped together, usually developed under one ownership or management, and generally sharing parking areas and vehicular entrances and exits.

Directory Sign. Any sign listing only the names, uses, or locations of more than one business, activity, firm, professional office, or tenant within a building, group of buildings, or commercial center.

Electronic Message Board. An electrical or electronic sign using digital technology or a pattern of lights to form various words or graphics which is capable of changing copy continuously. Images displayed using digital technology must be static messages and the content shall not include animated, flashing, scrolling or full-motion video elements. Static images may not be continuously changing in such a manner that the changes are prominently visible to the traveling public. Electronic Message Boards may change static messages once every 15 seconds provided the message does not change through flashing, scrolling, or any type animation. All digital business signs shall have a method for controlling the illumination intensity or brilliance of the sign so that it shall not cause glare or impair the vision of motorists. These signs shall not exceed a maximum illumination of 7500 nits (candelas per square meter) during daylight hours and a maximum illumination of 500 nits between dusk to dawn as measured from the sign's face. This illumination can be regulated either by an automatic dimmer and photo cell sensor or through the use of computerized controls that accurately replicates these maximum illumination requirements.

26.53 Specialty Signs

Canopy Signs are any signs which are erected on a separate, freestanding roof-like covering. Only business logos or names are allowed as canopy signs, with a maximum of one logo or name on each canopy face. A logo is the symbol or trademark of a company. No portion of a canopy sign shall be permitted above the top of the roof of the covering to which it is attached, or permitted to be lower than eight feet above ground level. An owner of a business with a canopy connected to a building has the option of using either canopy or marquee signage, but not both.

Driveway Signs indicating the direction of travel are required on all one-way driveways. These signs must be above-ground signs, with a maximum height of 2½ feet, and located at the edge of the existing road right-of-way.

Marquee Signs are any signs erected, stenciled, engraved on, attached to, or suspended from a marquee. A marquee is defined as any hood, awning, or roof-like structure of permanent construction, which is supported from a wall of a building and projects beyond the building wall, and is generally designed and constructed to provide protection against the weather. Such a sign shall not exceed 15 percent of the area of the wall of the first story of the building or business to which it is attached. **A maximum of 12 feet in height can be used for this 15 percent measurement.** No portion of a marquee sign shall be permitted above the top of the roof of the building to which it is attached, or permitted to be lower than 8 feet above ground level. The marquee sign information may be dispersed anywhere on the marquee as long as the total display area of all information does not exceed the 15 percent requirement.

Public Information Signs are signs containing no message, copy, announcement, or decoration other than instructions or directions to the public except for subordinate identity. Such signs include, but are not limited to, identifying the following: restrooms, public telephones, walkways, entrance and exit drives, freight entrances, and traffic directions. Information signs shall be allowed on business lots provided that no such sign shall exceed 6 square feet in display area. Information signs shall not count toward the maximum number of signs allowable nor the maximum display area of signs allowable.

Projecting Signs are any signs which are erected on a building wall or structure and extend beyond the building wall more than twelve inches. Such a sign shall not exceed 15 percent of the area of the wall of the first story of the building or business to which it is attached. **A maximum of 12 feet in height can be used for this 15 percent measurement.** No portion of a projecting sign shall be permitted above the top of the roof of the building to which it is attached, or permitted to be lower than 8 feet above ground level.

Residential/Commercial/Industrial Subdivision and Residential Development Signs are permanent signs displaying no information other than the name of the subdivision, group housing development, apartment/condominium complex, or mobile home park. Such signs may be either single signs or gateway signs (paired signs on each side of an entrance). These signs shall not exceed 100 square feet each in display area, and shall not exceed a height of 6 feet. However, the display area and height restrictions are not intended to apply to the entire decorative structure on which the sign is displayed. Within the same project, a single sign or pair of gateway signs must be at least 300 feet from another single sign or pair of gateway signs. Such signs shall also be exempt from the 10-foot setback restriction of Section 26.51, but still must comply with the engineering criteria found in the Lexington County **Land Development Guidelines Manual** and the Driveway Restrictions found in Section 22.10 of this Ordinance. A sign can be located in a road right-of-way median if such sign complies with all engineering criteria found in the Lexington County Development Guidelines.

Wall Signs are signs attached to the exterior wall of a building or structure which do not extend beyond the building wall more than 12 inches. Such a sign shall not exceed 15 percent of the area of the wall of the first story of the building or business to which it is attached. **A maximum of 12 feet in height can be used for this 15 percent measurement.** No portion of a wall sign shall be permitted to project above the wall of the building to which it is attached except in the case of signs mounted to the roof in which case no portion shall project above the top of the roof. The wall sign information may be dispersed anywhere on the wall as long as the total display area of all information does not exceed the 15 percent requirement. A “mural” is a painting applied to a wall containing no advertisement for any business product or activity. A mural, as defined, will not be considered a wall sign.

26.54 High Rise Buildings

Buildings which exceed five stories in height shall be permitted to erect one wall sign per wall at the top story of the building. Such signs, shall only identify the name of the building or the major tenant. The display area of such signs shall not exceed 2 percent of the area of the wall to which it is attached. Such signs shall be permitted in addition to the requirements of this chapter.

26.55 Businesses Signs on Scenic Corridors and/or in Restricted Development Districts

The following additional restrictions shall apply on Scenic Corridors as defined in the Lexington County Landscape Ordinance.

Location	Maximum Static Display Area per Sign	Maximum Changeable Copy Area	Maximum Height
Business Sign in Scenic Corridor 1	60 square feet	30 square feet	6 feet
Business Sign in Scenic Corridor 2	60 square feet	30 square feet	6 feet
Business Sign in Scenic Corridor 3	100 square feet	60 square feet	10 feet
Commercial Center in Scenic Corridor 1 or 2	150 square feet	40 square feet	15 feet
Commercial Center in Scenic Corridor 3	200 square feet	60 square feet	20 feet

Illuminated signs, including changeable copy area, for individual businesses and commercial centers located on Scenic Corridors 1 and 2, as defined in the Lexington County Landscaping Ordinance, or in Restrictive Development Districts as defined in the Lexington County Zoning Ordinance, shall meet one of the following conditions:

Internally illuminated signs must be constructed so that only letters, numbers, and/or logos are illuminated; shall not have light reflecting backgrounds or letters; and shall have a matte finish.

Externally illuminated signs shall have a steady stationary light source that is shielded and directed solely at the sign; shall have white light sources; and shall not have light reflecting backgrounds or letters.

Signs located on Scenic Corridors shall not use any fluorescent colors. Additionally signs located on Scenic Corridors 1 and 2 shall use only earth tone colors intended to be more harmonious and compatible with the surrounding natural environment. The only exception to this restriction shall be the display of a registered mark as exhibited in the certificate of registration issued by the United States Patent and Trademark Office.

If digital technology is used, it must replicate the appearance standards outlined above and the illumination standards found under Electronic Message Boards in Section 26.52. Images displayed must be static messages and the content shall not include animated, flashing, scrolling or full-motion video elements. Static images may not be continuously changing in such a manner that the changes are visible to the traveling public. However, it is permissible to change images daily or hourly as necessary to communicate new information. Electronic Message Boards on a Scenic Corridor 3 may change static messages once every 15 seconds.

26.60 Advertising Signs

This chart is a summary of many of the following restrictions concerning advertising signs:

Locations where Advertising Signs are allowed	Maximum Display Area per Sign	Minimum Spacing	Maximum Height	Minimum Height
Advertising Sign on interstate highways	672 square feet	2000 feet from sign on the same side	110 feet	none
Advertising Sign on arterial (with at least 4 lanes)	378 square feet	1000-foot radius from another sign	45 feet	25 feet
Advertising Sign on arterial (with only 2 lanes)	288 square feet	1000-foot radius from another sign	45 feet	25 feet

26.61 Location

Advertising signs are identified as principal activities in this article and are therefore subject to all other provisions of this Ordinance. They shall be permitted only in the zoning districts where they are allowed, and ~~provided~~ **only where** they meet the street access requirements of this Ordinance. Regardless of the street access restrictions, advertising signs are allowed to locate on interstate highways, expressways, and frontage roads (except when classified RL4, RL5, or RL6) where their right-of-way is contiguous to an interstate highway or expressway; these signs, however, must be located within 200 feet of the right-of-way of the interstate or frontage road, if applicable. No advertising sign shall be allowed on Scenic Corridors **1 and 2**, as defined in the Lexington County Landscape Ordinance, or within 1000 feet of the banks of the Saluda, Congaree, or Edisto Rivers. **Advertising signs will also not be allowed on Arterial (A) streets with only two lanes unless the location of the sign meets the following criteria:**

- a. **there are at least two non-residential activities at two separate locations in the Intensive Development District within 600 feet of the proposed sign,**
- b. **the nearest grandfathered residential use in the Intensive Development District is at least 600 feet from the sign, measured to the footprint of the actual residence, and**
- c. **the nearest non-grandfathered residential use in the Intensive Development District is at least 300 feet from the sign, measured to the footprint of the actual residence.**

All portions of advertising signs must maintain at least a 10-foot setback from all property lines and the existing road right-of-way. If the distance from the edge of the road to the right-of-way is greater than 20 feet, the 10-foot setback from the road right-of-way shall not apply. In some locations, the required minimum setbacks may be greater than this. Such signs shall also comply with all provisions of Section 22.10, Driveway and Street Restrictions.

To minimize the opportunity for visual distraction during vehicular merge operations, advertising signs will be restricted within the vicinity of interstate interchanges and rest areas. No advertising sign located along an interstate may be erected within 500 feet of an interchange or rest area. The interchange or rest area is considered to begin or end at the point where the pavement widens for an entrance or exit ramp/lane. When the entrance or exit ramp/lane is not on the same side of the road as the proposed advertising sign, the point of measurement shall be determined by identifying the location of the relative pavement widening and applying it to an identical point on the side of the road where the advertising sign is proposed to be located.

26.62 Maximum Display Area

The maximum display area for any advertising sign located along an interstate shall be 672 square feet plus a 10 percent allowance for copy extensions. A copy extension is the part of the copy which extends beyond the edge or border of the sign, sometimes called a “cut-out” or “drop-out.”

The maximum display area of advertising signs on any other highway shall be 288 square feet plus 10 percent allowance for copy extensions, except for portions of Arterial (A) streets that have at least four lanes, which may have a maximum display area of 378 square feet plus 10 percent allowance for copy extensions. Those designated portions must have the appropriate zoning district to support advertising signs.

26.63 Minimum Spacing

No advertising sign located along an interstate shall be permitted to locate within 2000 feet of another sign on the same side of the roadway. For non-interstate highways no advertising signs shall be permitted to locate within a 1000-foot radius of another advertising sign.

26.64 Maximum Height

Advertising signs along interstates shall be permitted to a height of 110 feet above the elevation of the highest travel lane at the location of the sign. The maximum height of advertising signs along other roadways shall not exceed 45 feet above the elevation of the roadway.

26.65 Minimum Height

There shall be no minimum height of the display surface for advertising signs located along interstates.

The minimum height of the display surface of advertising signs on Arterial (A) Roads streets shall be 25 feet above the elevation of the roadway, unless the display area does not exceed 200 square feet and placement of the sign does not block visibility of an existing business sign.

26.66 Small Advertising Signs Digital Technology

~~Small advertising signs are not required to meet the spacing and height provisions of Sections 26.63, 26.64, and 26.65, provided they have less than 72 square feet of display area, conform to the location requirements for advertising signs, stay 20 feet from any adjoining business signs, 500 feet from other small advertising signs, and 300 feet* from advertising signs on the same side of the highway; and do not exceed 15 feet in height.~~

~~* As this is a state requirement, variances cannot be granted by the Board of Zoning Appeals.~~

Advertising signs using newer digital technology which allows static images to be changed instantly must follow the following restrictions:

- a. Images displayed must be static messages and the content shall not include animated, flashing, scrolling or full-motion video elements.
- b. The static images may be changed in succession at a rate no faster than once every 6 seconds.
- c. Spacing of digital faces of these signs which are visible from the same direction shall not be closer than 2000 feet apart.
- d. All digital advertising signs shall have an automatic dimmer and a photo cell sensor to adjust the illumination intensity or brilliance of the sign so that it shall not cause glare or impair the vision of motorists. These signs shall not exceed a maximum illumination of 7500 nits (candelas per square meter) during daylight hours and a maximum illumination of 500 nits between dusk to dawn as measured from the sign's face.

26.67 South Carolina Code of Laws

The sign regulations contained in this Ordinance are supplemented by the requirements of The State of South Carolina Department of Transportation which regulates off-premise advertising signs on interstate and federal aid road systems. A permit from the State of South Carolina may contain some restrictions which are in addition to the requirements of this Ordinance. Issuance of a Lexington County Zoning Permit does not imply approval of, or constitute a privilege to violate, any other applicable state or local ordinances, codes, laws, or private restrictive covenants.

(from Article 2 – APPLICATION OF REGULATIONS)

Chapter 3. Buffering Restrictions

23.40 Architectural Standards

- f. All business signs will meet the standards found in Section 25.55, which concerns signs on scenic corridors ~~and in Restricted Development Districts. In addition~~ **Unless a more restrictive height limit is found in that section**, business signs must be designed as “pedestal signs” that do not exceed a height of 12 feet. Marquee and canopy signs are not allowed and wall signs shall be the minimum size necessary to be readable from the adjoining road way or drive.

(from Article 11 – NONCONFORMITY)

Chapter 1. General

111.30 Required Notice

Notice must be given by the Zoning Administrator at least six months prior to the enforcement of any of the provisions of this Article, **except for Sections 113.12 and 113.13 in which a 30-day notice shall be required.**

Chapter 3. Nonconforming Signs

113.00 General Provisions

113.01 Nonconforming Activities

Signs associated with a nonconforming activity may be continued during the lawful life of the activity, but shall be made to comply with all other applicable sign provisions after ten years.

113.02 Reconstruction

A nonconforming sign shall not be removed and rebuilt as a nonconforming sign, except when the South Carolina Department of Transportation or Lexington County Public Works requires the sign to be relocated for improvements within a road right-of-way. However, such relocation shall not increase the degree of nonconformity, as determined by the Zoning Administrator.

113.03 Extension or Enlargement

A nonconforming sign shall not be extended or enlarged except in conformity with these regulations.

113.04 Reconstruction after Damage

A nonconforming sign shall not be rebuilt, altered, or repaired except in conformity with these regulations after sustaining damage exceeding 50% of the replacement cost of the sign at the time of the damage.

113.05 Ordinary Maintenance

Nothing in this chapter shall be deemed to prevent the ordinary maintenance and repair of a nonconforming sign or replacement of a broken part of a nonconforming sign.

113.06 Change of Copy

Nothing in this chapter shall be deemed to prevent the ordinary change of copy on an advertising sign or a business changeable copy sign.

113.10 Amortization

The Board of Zoning Appeals may extend any deadlines contained in this Chapter if it is determined that the regulation would be a financial hardship for the owner of the sign. This hardship must have occurred through contractual obligations in effect before the adoption of these restrictions. However, in the case of the principal activity category of Churches, the Board should give special consideration to any financial hardship.

113.11 Location

Signs which are not an allowed activity because of district designation or road classification, shall be removed within ten years after the effective date of these regulations.

113.12 Advertising Signs

All advertising signs which are nonconforming shall be allowed to remain as installed in their existing location as long as they comply with the provisions contained in Section 26.10.

Signs using Digital Technology as regulated in Section 26.66 shall be brought into compliance with these regulations within 90 days.

113.13 Business Signs

All business signs which are nonconforming shall be allowed to remain as installed in their existing location as long as they comply with the provisions contained in Section 26.10.

Electronic Message Boards as regulated in Section 26.52 shall be brought into compliance with these regulations within 90 days.

113.14 Temporary Signs

All nonconforming temporary signs shall be removed or made conforming within one year after the effective date of these regulations.

113.15 Special Requirements

Any sign violating the provisions of Sections 26.10, 26.20, or 26.30 shall be removed or made conforming within 90 days after the effective date of these regulations.

113.16 Windblown Signs

All nonconforming windblown signs shall be removed within nine months after the effective date of these regulations.

113.20 Change in Business Signs

Whenever any nonconforming sign, or part thereof, is replaced, converted, or altered more than just the replacement of the sign face, the entire sign shall be brought into compliance with these regulations.

113.30 Substantial Repairs, Remodeling, or Expansion

Whenever a business is repaired, altered, remodeled, or expanded to an extent exceeding 50% of the current replacement cost of the building within any period of 12 months, all signs, other than freestanding signs, shall be brought into compliance with these regulations.



COUNTY OF LEXINGTON

HUMAN RESOURCES DEPARTMENT

212 South Lake Drive
Suite 604
Lexington, SC 29072
Telephone: 803-785-8225
Fax: 803-785-8379
Dial-A-Job: 803-785-8562
WWW.Lex-Co.Com

To: Katherine Hubbard, County Administrator
From: Lori Adler, Human Resources Director
Date: December 1, 2009
Re: Information Booth

The Human Resources Department manages the Information Booth. The employee that currently staffs the booth, Derrial Gardner, has tendered her resignation to retire.

Historically, the staffing of the Information Booth has been a challenge due to the fact there is one FTE working 40 hours per week and the coverage of the booth is 45 hours. Therefore, the departments within the Administration building have assisted with coverage during lunches and annual/sick leave days. The method of staffing the booth with other departments has caused a reduction in productivity. Over the past two years, Human Resources has partnered with the Employment Security Commission on a federal program called Experience Works. The program offers older workers to re-enter the workforce and/or enhance the worker's skills. The Experience Works person may only work in a part time capacity. The flexibility of the part time hours has allowed Human Resources to ensure the information booth is covered at all times, with little or no assistance from the Administration Building departments.

Therefore, I would respectfully request the FTE with benefits position be split into (2) part time positions, which will eliminate the need to offer health insurance benefits. Each position would be scheduled for 25 hours per week. The staffing of 45 hours per week will afford the opportunity to have coverage at all times with an additional 5 hours per week if needed for clerical assistance in the Human Resources department. Only on the rare occasion would we request the utilization of other department's staff.

The budget impacts would be as follows:

To eliminate the current G3 salary of \$27,072 with benefits, fringe cost (FICA 7.65% + SCRS 9.395% + WC .3009% = 17.3459%) would add \$4,696 + \$7,500 insurance of a total cost of \$39,268.

To create two (2) part time positions G3 and hiring at the minimum hourly rate of \$10.63 for 25 hours per week for both positions. Salary \$14,085 + Salary \$14,085 (FICA 7.65% + SCRS 9.395% + WC .3009% = 17.3459%) would add \$2,443 + \$2,443 = \$33,056.
Total decrease would be \$6,212.

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 Grant Request Summary Form

Title of Grant: Coroner's Equipment Grant

Fund: NEW Coroner's Equipment Grant **Department:** 141300 Coroner
No. Title No. Title

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

Grant Overview:

The Lexington County Coroner's Office currently has three vehicles with more than 90,000 miles on each vehicle. One vehicle in the fleet is shared by five part-time Deputy Coroners and the other two are assigned to two full-time Deputy Coroners. Currently, the office does not have a four-wheel drive vehicle in its fleet. This causes the office to rely on other departments within the County to take them to respond to death situations that require the use of a four-wheel drive vehicle, thus delaying response time. Handguns are necessary for the Deputy Coroners when responding to unnatural death scenes and to provide safety for all at the scenes. Laptop computers are necessary for the Deputy Coroners to record and produce files for documentation of cases. Other equipment items necessary to perform the duties of the coroner's office include digital cameras and printers.

Items requested are 3 SUVs (4x4), 3 handguns, 3 laptops, 3 digital cameras, a mobile printer, and 3 800MHz encrypted radios.

Grant Period: July 1, 2010 to June 30, 2011

Responsible Departmental Grant Personnel: Randy Martin, Chief Deputy Coroner

Date Grant Information Released: November 4, 2009 **Date Grant Application Due:** January 15, 2010

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

Personnel	\$	-
Operating	\$	24,570.00
Capital	\$	96,050.00
Total	\$	<u>120,620.00</u>

Local Match Required: Yes No

If Yes, What is the Percentage / Amount:	<u>95</u>	<u>\$114,589.00</u>
	<u>5</u>	<u>\$6,031.00</u>
	<i>%</i>	<i>\$ Amount</i>

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

The Coroner's Office will incorporate the operational costs for the printers and for the maintaining of the vehicles in their Fiscal Year 2011-2012 budget.

Dept. Preparer:	NH	11/25/2009
Dept. Approval:		
Finance Approval:	AD	11/30/2009
	<i>Initials</i>	<i>Date</i>

**COUNTY OF LEXINGTON
CORONER'S EQUIPMENT GRANT
Annual Budget
Fiscal Year - 2010-11**

Object Code	Revenue Account Title	Actual 2008-09	Received Thru Nov 2009-10	Amended Budget Thru Nov 2009-10	Projected Revenues Thru Jun 2009-10	Requested 2010-11	Recommend 2010-11	Approved 2010-11
* Coroner - Coroner's Equipment Grant:								
Revenues:								
457000	Federal Grant Income					114,589	114,589	
801000	Op Trn from General Fund					6,031	6,031	
** Total Revenue						<u>120,620</u>	<u>120,620</u>	
***Total Appropriation						120,620	120,620	
FUND BALANCE								
Beginning of Year								
						<u>0</u>	<u>0</u>	
FUND BALANCE - Projected								
End of Year								
						<u>0</u>	<u>0</u>	

Fund: New
Division: Judicial
Organization: 141300 - Coroner

						BUDGET	
Object Code	Expenditure Classification	2008-09 Expend	2009-10 Expend (Nov)	2009-10 Budgeted (Nov)	2010-11 Requested	2010-11 Recommend	2010-11 Approved
Personnel							
* Total Personnel			0	0	0	0	
Operating Expenses							
525400	Gas, Fuel, & Oil				24,570	24,570	
* Total Operating			0	0	24,570	24,570	
** Total Personnel & Operating			0	0	24,570	24,570	
Capital							
540000	Small Tools & Minor Equipment				750	750	
	(3) SUV (4x4) & Accessories				72,000	72,000	
	(3) Handguns & Accessories				3,600	3,600	
	(3) Laptops & Accessories				6,600	6,600	
	(3) Digital Cameras & Accessories				1,200	1,200	
	(3) 800MHz Encrypted Radios				11,900	11,900	
** Total Capital			0	0	96,050	96,050	
*** Total Budget Appropriation			0	0	0	120,620	120,620

SECTION III. - PROGRAM OVERVIEW

The Lexington County Coroner’s Office currently has three vehicles with more than 90,000 miles on each vehicle. One vehicle in the fleet is shared by five part-time Deputy Coroners and the other two are assigned to two full-time Deputy Coroners. Currently, the office does not have a four-wheel drive vehicle in its fleet. This causes the office to rely on other departments within the County to take them to respond to death situations that require the use of a four-wheel drive vehicle, thus delaying response time. Handguns are necessary for the Deputy Coroner Investigators when responding to unnatural death scenes and to provide safety of all at the scenes. Laptop computers are necessary for the Deputy Coroners to record and produce files for documentation of cases. Other equipment items necessary to perform the duties of the coroner’s office include digital cameras and printers.

SECTION V. B. – OPERATING LINE ITEM NARRATIVES

525400 – GAS, FUEL, & OIL

\$ 24,570

Mileage is being requested for these vehicles at the approved state rate.

Estimated at 44,672 miles X \$0.55 = \$24,569.60.

SECTION V. C. –CAPITAL LINE ITEM NARRATIVES

540000 – SMALL TOOLS & MINOR EQUIPMENT **\$ 750**

A printer is requested to print documents, death reports, county documents, and other important legal documents for death records. A portable printer is requested to have the ability to obtain the information at the location of the crime scene to allow immediate retrieval of valuable information. An emergency Coroner’s headquarters will be required during catastrophic incidents and the portable printer will allow the immediate printing of legal documents.

Printer - \$500
Portable Printer - \$250

5AA - (3) SUV (4x4) & ACCESSORIES **\$ 72,000**

The fleet vehicles that are assigned to the Coroner’s Offices are over six years old and the mileage on these vehicles is past the policies of the County Fleet. The Coroner’s Office does not currently have a four-wheel drive vehicle in its fleet and each Deputy Coroner must rely on other departments within the County to take them to scenes when there are inclement conditions or the terrain is not accessible to a regular vehicle. Emergency equipment and vehicle computer mounts to include installation is required for the visible recognition of the Coroner’s Office and for the safety of all.

5AA - (3) HANDGUNS & ACCESSORIES **\$ 3,600**

Handguns are necessary for the Deputy Coroners when responding to unnatural death scenes and to death notifications. The Deputy Coroners are the first responders to a scene and they do not know what may occur or who may be waiting at the scene; therefore, protection is a necessity for the safety of all concerned.

5AA - (3) LAPTOPS & ACCESSORIES **\$ 6,600**

The laptop computers with docking stations will be used to access the web and the county servers, which include all the components of the department and the county web base sites to retrieve information from other counties and states. The laptops are necessary for each Deputy Coroner to effectively keep statistical information, case file information and prepare information, and meet operational requirements. The ability to obtain the information at the crime scene will allow immediate retrieval of valuable information and will provide safety.

5AA - (3) DIGITAL CAMERAS & ACCESSORIES **\$ 1,200**

The high-resolution digital cameras and accessories will be used to take digital photographs at the death scene to download onto the computer system for immediate dissemination and comparisons with databases both within the county, other agencies, state, and federal.

5AA - (3) 800 MHz DIGITAL ENCRYPT RADIOS & ACCESSORIES **\$ 11,900**

The digital encrypted 800 MHz radios are required to meet the standards set forth in the department’s policy and procedures manual standards. The radios will be compatible with the existing radios used by the county departments and other law enforcement agencies in the State for communication purposes.

COUNTY OF LEXINGTON Grant Request Summary Form

Title of Grant: Forensic Death Investigator

Fund: 2459 Forensic Death Investigator **Department:** 141300 Coroner
No. Title No. Title

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

Grant Overview:

The Coroner's Office is applying for the second year of funding for the Forensic Death Investigator. This will be the first full year of funding if this grant is awarded, the current award was only for nine months.

This application is for an investigator, equipment and operating cost for the investigator.

Grant Period: July 1, 2010 to June 30, 2011

Responsible Departmental Grant Personnel: Randy Martin, Chief Deputy Coroner

Date Grant Information Released: November 4, 2009 **Date Grant Application Due:** January 15, 2010

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

Personnel	\$ 65,778.00		
Operating	\$ 20,360.00		** Application Amount: \$96,138
Capital	\$ 15,060.00		** Award Amount:
Total	<u>\$ 101,198.00</u>		

Local Match Required: Yes No

If Yes, What is the Percentage / Amount:	<u>95</u>	<u>\$96,138.00</u>
	<u>5</u>	<u>\$5,060.00</u>
	<i>%</i>	<i>\$ Amount</i>

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

This program will be added to the Coroner's budget once funding runs out.

Dept. Preparer:	NH	11/23/2009
Dept. Approval:		
Finance Approval:	AD	11/25/2009
	<i>Initials</i>	<i>Date</i>

**COUNTY OF LEXINGTON
FORENSIC DEATH INVESTIGATOR
Annual Budget
Fiscal Year - 2010-11**

Object Code	Revenue Account Title	Actual 2008-09	Received Thru Nov 2009-10	Amended Budget Thru Nov 2009-10	Projected Revenues Thru Jun 2009-10	Requested 2010-11	Recommend 2010-11	Approved 2010-11
*Coroner - Forensic Death Investigator (2459):								
Revenues (Organization: 000000)								
457000	Federal Grant Income			94,542	94,542	96,138	96,138	
801000	Op Trn from General Fund		0	0	0	5,060	5,060	
** Total Revenue			0	94,542	94,542	101,198	101,198	
***Total Appropriation					94,542	101,198	101,198	
FUND BALANCE								
Beginning of Year					0	0	0	
FUND BALANCE - Projected								
End of Year					0	0	0	

**COUNTY OF LEXINGTON
FORENSIC DEATH INVESTIGATOR
Annual Budget
Fiscal Year - 2010-11**

Fund: 2459
Division: Judicial
Organization: 141300 - Coroner

		BUDGET					
Object Expenditure Code	Classification	2008-09 Expend	2009-10 Expend (Nov)	2009-10 Amended (Nov)	2010-11 Requested	2010-11 Recommend	2010-11 Approved
Personnel							
510100	Salaries & Wages - 1		1,591	33,502	44,500	44,500	
510200	Overtime		0	1,000	3,000	3,000	
511112	FICA - Employer's Portion		122	2,640	3,558	3,558	
511114	Police Retirement - Employer's Portion		176	3,813	5,157	5,157	
511120	Insurance Fund Contribution - 1		0	7,500	8,000	8,000	
511130	Workers Compensation		53	1,160	1,563	1,563	
	* Total Personnel		1,942	49,615	65,778	65,778	
Operating Expenses							
521000	Office Supplies		0	200	200	200	
521200	Operating Supplies		0	0	3,850	3,850	
522300	Vehicle Repairs & Maintenance - 1		0	200	800	800	
524100	Vehicle Insurance - 1		0	545	565	565	
524201	General Tort Liability Insurance		0	745	745	745	
525020	Pagers and Cell Phones - 1		27	180	980	980	
525030	800 MHz Radio Service Charge - 1		0	450	1,080	1,080	
525031	800 MHz Radio Maintenance Contract		0	0	120	120	
525041	E-mail Service Charges		0	87	120	120	
525210	Conference & Meeting Expenses		0	3,500	5,000	5,000	
525400	Gas, Fuel, & Oil		0	5,660	6,200	6,200	
525600	Uniforms & Clothing		0	700	700	700	
	* Total Operating		27	12,267	20,360	20,360	
	** Total Personnel & Operating		1,969	61,882	86,138	86,138	
Capital							
540000	Small Tools & Minor Equipment		0	60	510	510	
540010	Minor Software		0	200	350	350	
5AA300	(1) Four-Wheel Drive Vehicle and Accessories		0	26,000			
5AA301	(1) Laptop Computer and Printer		0	2,000			
5AA302	(1) 800 MHz Radio		3698	3,700			
5AA303	(1) Digital Camera & Accessories		648	700			
	(1) Handgun & Accessories				1,200	1,200	
	(6) Security Cabinets				8,800	8,800	
	(2) Lockable Fireproof File Cabinets				4,200	4,200	
	** Total Capital		4,346	32,660	15,060	15,060	
	*** Total Budget Appropriation		6,315	94,542	101,198	101,198	

SECTION III. - PROGRAM OVERVIEW

A pivotal and vital task at the Coroner's Office is the effective discovery, documentation, and providing the initial process for judicial prosecution of criminal offenders, which rest largely upon the specific skills and capabilities of a forensic death investigator. The ultimate goal of a forensic death investigator is to combine resources for a strong investigative unit and provide a unified approach to combat crime by discovering, identifying, and properly collecting and preserving vital evidence in a death investigation. This investigator will establish uniformity of forensic services throughout the County with a rising goal of consistency in recognition and preservation of physical evidence that will yield reliable information throughout all aspects of a death investigation. This support and capabilities of this investigator will clearly advance the successfulness of prosecution of a criminal offender.

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>		
Coroner (Grant Positions)					
Forensic Death Investigator	1	0	1	1	14
Totals:	1	0	1	1	

SECTION V. B. – OPERATING LINE ITEM NARRATIVES

521000 - OFFICE SUPPLIES **\$ 200**

Office supplies requested are pens, paper, printer cartridges, toner, etc. Photo paper is required to process the digital images of crime scenes.

521200 - OPERATING SUPPLIES **\$ 3,850**

Crime scene supplies for all types of evidence gathering kits, powders, chemicals, archaeological crime scene tool kits, forensic supplies, videotapes, audiotapes, blank disks, batteries and other operating supplies are necessary for the performance of daily job tasks.

522300 - VEHICLE REPAIRS AND MAINTENANCE **\$ 800**

Vehicle repairs and maintenance is needed for the grant purchased vehicle.

524100 - VEHICLE INSURANCE **\$ 565**

Vehicle insurance is required for the vehicles.

524201 - GENERAL TORT LIABILITY INSURANCE **\$ 745**

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

525020 - PAGERS AND CELL PHONES **\$ 980**

The cell phones service is required so that the investigator can communicate effectively with other investigators and make contact to those individuals that are involved in cases.

Cell phone service is estimated at $\$81.67 \times 12 \text{ months} = \980.04 .

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.

The monthly service charge is estimated at $\$90 \times 12 \text{ months} = \$1,080$.

525031 – 800 MHz RADIO MAINTENANCE CONTRACT **\$ 120**

The 800 MHz radios require maintenance and FCC regulation checks yearly to comply with federal communication laws.

The maintenance contract is estimated at $\$10 \times 12 \text{ months} = \120 .

525210 – CONFERENCE, MEETING & TRAINING EXPENSE **\$ 5,000**

The grant requires that each grant-funded person attend at least two training seminars per grant year. The registration fees are required to secure attendance to training classes which will be announced in the upcoming year. The National IAICSI Conference will teach the most current technological approaches to gathering evidence and will allow the investigator to share their knowledge with the Coroner's Office and other agencies in Lexington County.

525400 - GAS, FUEL, AND OIL **\$ 6,200**

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

The mileage is estimated at $\$0.55 \times 11,272 \text{ miles} = \$6,199.60$.

525600 – UNIFORMS AND CLOTHING **\$ 700**

For identification purposes, the Forensic Death Investigator must wear a uniform identifying that they are with the Coroner's Office. Other protective clothing items will be purchased to protect the investigator when working a death scene.

SECTION V. C. –CAPITAL LINE ITEM NARRATIVES

540000 – SMALL TOOLS & MINOR EQUIPMENT \$ 510

In order to perform forensic death investigation, it is necessary to possess the appropriate tools and small equipment items to process death investigations. A vehicle computer mount will allow the Investigator to input data and will stabilize the computer while in the vehicle. A GPS will assist the Investigator to respond to calls in a timely and safe manner. A laser range meter will reduce the time in measuring a death scene. The professional tripod will be used for the digital camera and laser range meter to stabilize and reduce instrument movement.

Vehicle Computer Mount	\$100
GPS	\$135
Laser Ranger Meter	\$200
Tripod	\$ 75

540010 – MINOR SOFTWARE \$ 350

A crime scene software program will allow the Forensic Death Investigator to recreate any death scenes that are suspicious and that need to be investigated. The software program will allow accurate measurements for the death scene sketches.

5AA - (1) HANDGUN AND ACCESSORIES \$ 1,200

A handgun is necessary for the Forensic Death Investigator when responding to unnatural death scenes and to death notifications. The Forensic Death Investigator is the first responder to a scene and does not know what may occur or who may be waiting at the scene; therefore, protection is a necessity for the safety of all concerned.

5AA - (6) SECURITY CABINETS \$ 8,800

Security cabinets are needed to store personal items of deceased persons and to hold items that may be of interest from an unnatural death scene. Many types of prescription drugs are found in the presence of deceased persons and these drugs must be stored securely until an investigation or a determination on the cause of death is provided.

5AA - (2) LOCKABLE & FIREPROOF FILE CABINETS \$ 4,200

The files that are stored in the Coroner's Office are confidential and must be kept at least three years or until a case is closed or a family member claims all personal items of the deceased. Lockable and fireproof file cabinets will ensure the safety and protection of these files for future reference.

**COUNTY OF LEXINGTON
JUDICIAL CENTER SECURITY GRANT
Annual Budget
Fiscal Year - 2010-11**

Object Code	Revenue Account Title	Actual 2008-09	Received Thru Dec 2009-10	Amended Budget Thru Dec 2009-10	Projected Revenues Thru Jun 2009-10	Requested 2010-11	Recommend 2010-11	Approved 2010-11
*LE - Judicial Center Security Grant (2483):								
Revenues (Organization: 000000)								
457000	Federal Grant Income		0	0	53,150	74,551	74,551	
801000	Op Trn from General Fund/LE		0	0	0	3,924	3,924	
** Total Revenue					53,150	78,475	78,475	
***Total Appropriation					53,150	78,475	78,475	
FUND BALANCE								
Beginning of Year								
					0	0	0	
FUND BALANCE - Projected								
End of Year								
					0	0	0	

Fund: 2483
Division: Law Enforcement
Organization: 151300 - LE/Jail Operations

Object Expenditure		2008-09	2009-10	2009-10	2010-11	2010-11	2010-11
Code	Classification	Expend	Expend (Dec)	Amended (Dec)	Requested	Recommend	Approved
Personnel							
* Total Personnel			0	0	0	0	0
Operating Expenses							
520200	Contracted Services		0	0	7,500	7,500	
525210	Conference & Meeting Expenses		0	0	7,000	7,000	
* Total Operating			0	0	14,500	14,500	
** Total Personnel & Operating			0	0	14,500	14,500	
Capital							
540000	Small Tools & Minor Equipment		0	750	0	0	
5AA191	(2/1) Walk-through Magnetometers		0	6,000	0	0	
5AA193	(32/8) Surveillance Cameras and Accessories		0	25,000	0	0	
5AA194	(2) Prox Card Readers		0	6,000	0	0	
5AA195	(16/2) Perimeter/Exterior and Duress Alarm System		0	5,400	0	0	
5AA196	(40) Duress Buttons with Repeaters		0	10,000	0	0	
	(6) Exterior Surveillance Camera Systems & Accessories				25,850	25,850	
	(6) Surveillance Camera Systems & Accessories				25,850	25,850	
	Wireless Duress Button System				12,275	12,275	
** Total Capital			0	53,150	63,975	63,975	
*** Total Budget Appropriation			0	0	53,150	78,475	78,475

SECTION III. - PROGRAM OVERVIEW

Today, society places enormous demands on our nation's courthouses. Increased crime and litigation have led to backlogged court dockets, overburdened personnel and overcrowded court facilities. Court fragmentation, operational space shortages, and security risks are just some of the serious problems common to courthouses. Courthouse security measures range from full perimeter security with magnetometers, x-ray machines, closed circuit televisions, secured areas, to none at all. The financial aspect of providing adequate security is a universal factor in opposition to court security. The equipment requested in the grant will be used to provide additional surveillance cameras and other security devices that will detect suspicious or acts of violence within and outside of the courthouse.

SECTION V. B. – OPERATING LINE ITEM NARRATIVES

520200 – CONTRACTED SERVICES **\$ 7,500**

Service is required for the CCTV surveillance cameras and alarm systems to allow for continuous coverage of security operations at the Courthouse. Charges are estimated for 12 months.

525210 – CONFERENCE, MEETING & TRAINING EXPENSE **\$ 7,000**

Specialized training is required to operate the enhanced equipment that will be installed in the courthouse and on the premises of the courthouse. Other training that will be attended is providing security in both the confines of the courtroom and the premises, as well as the immediate recognition of those entering the courthouse.

SECTION V. C. –CAPITAL LINE ITEM NARRATIVES

5AA - (6) EXTERIOR SURVEILLANCE CAMERA SYSTEMS & ACCESSORIES \$ 25,850

Video surveillance CCTV exterior camera systems to include software, monitors and multiplexers are required to maintain a high level of courthouse security. The presence of security cameras may intimidate suspects to a degree that they are deterred from committing any sort of violent action. Surveillance cameras that are strategically positioned enable identification of potential criminal activity and allow for dispatch of officers to control the situation. The multiplexer will allow for the recording of every motion that the surveillance camera detects.

5AA - (6) SURVEILLANCE CAMERA SYSTEMS & ACCESSORIES \$ 25,850

Video surveillance CCTV interior camera systems to include software, monitors, wiring, and relocation of existing systems are required to maintain a high level of courthouse security. The presence of security cameras may intimidate suspects to a degree that they are deterred from committing any sort of violent action. Surveillance cameras that are strategically positioned enable identification of potential criminal activity and allow for dispatch of officers to control the situation. The multiplexer will allow for the recording of every motion that the surveillance camera detects.

5AA - WIRELESS DURESS BUTTONS SYSTEM \$ 12,275

Wireless duress buttons are panic buttons that instantly send emergency duress notification to existing radios, so officers can respond immediately to the emergency call for assistance. This system will allow the deputy to respond to the exact location without a dispatch delay. They will be installed 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. Deputies are assigned to secure the buildings and grounds for protection, but these devices will increase the efficiency and effectiveness of response to emergencies.

COUNTY OF LEXINGTON Grant Request Summary Form

Title of Grant: Gang Task Force

Fund: 2419 Gang Task Force **Department:** 151200 LE/Operations
No. Title No. Title

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

Grant Overview:

The Lexington County Sheriff's Department is noticing an increase in gangs and gang related precursor activities. We have seen a wide variety of gang related crimes such as murder, drive by shootings, criminal sexual assaults, vandalism, assaults, drugs, truancy, and habitual juvenile delinquency. Gang members and crimes have increased in the past. Crimes that are committed by both juveniles and adults are being tied back to gang affiliations. Dedicated gang officers will be assigned to combat the gang problems by actively working the cases and preventing the escalation of gang crimes.

This grant renewal application is for two gang task force officers, equipment and operating supplies for these officers.

Grant Period: July 1, 2010 to June 30, 2011

Responsible Departmental Grant Personnel: Nandalyn Heaitley, LCSD Grants Coordinator

Date Grant Information Released: November 4, 2009 **Date Grant Application Due:** January 15, 2010

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

Personnel	\$ 137,068.00		
Operating	\$ 29,760.00		** Application Amount: \$179,197
Capital	\$ 21,800.00		** Award Amount:
Total	<u>\$ 188,628.00</u>		

Local Match Required: Yes No

If Yes, What is the Percentage / Amount:	<u>95</u>	<u>\$179,197.00</u>	
	<u>5</u>	<u>\$9,431.00</u>	
	<i>%</i>	<i>\$ Amount</i>	

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

When grant funds are no longer available, the cost of the task force is intended to be added to the Sheriff's Department budget.

Dept. Preparer:	<u>NH</u>	<u>11/23/2009</u>
Dept. Approval:	<u>AP</u>	<u>11/23/2009</u>
Finance Approval:	<u>AD</u>	<u>11/25/2009</u>
	<i>Initials</i>	<i>Date</i>

**COUNTY OF LEXINGTON
GANG TASK FORCE
Annual Budget
Fiscal Year - 2010-11**

Object Code	Revenue Account Title	Actual 2008-09	Received Thru Nov 2009-10	Amended Budget Thru Nov 2009-10	Projected Revenues Thru Jun 2009-10	Requested 2010-11	Recommend 2010-11	Approved 2010-11
*LE - Gang Task Force (2419):								
Revenues (Organization: 000000)								
457000	Federal Grant Income		0	232,448	232,448	179,197	179,197	
801000	Op Trn from General Fund/LE		0	0	0	9,431	9,431	
** Total Revenue			<u>0</u>	<u>232,448</u>	<u>232,448</u>	<u>188,628</u>	<u>188,628</u>	
***Total Appropriation					<u>232,448</u>	<u>188,628</u>	<u>188,628</u>	
FUND BALANCE								
Beginning of Year								
					<u>0</u>	<u>0</u>	<u>0</u>	
FUND BALANCE - Projected								
End of Year								
					<u>0</u>	<u>0</u>	<u>0</u>	

* Grant will be funded 95% from DPS.

**COUNTY OF LEXINGTON
GANG TASK FORCE
Annual Budget
Fiscal Year - 2010-11**

Fund: 2419
Division: Law Enforcement
Organization: 151200 - LE/Operations

		BUDGET				
Object Expenditure	2008-09	2009-10	2009-10	2010-11	2010-11	2010-11
Code Classification	Expend	Expend	Amended	Requested	Recommend	Approved
		(Nov)	(Nov)			
Personnel						
510100	Salaries & Wages - 4/2		4,930	90,000	92,500	92,500
510199	Special Overtime		101	6,000	6,000	6,000
511112	FICA - Employer's Portion		356	7,344	7,536	7,536
511114	Police Retirement - Employer's Portion		556	10,608	11,722	11,722
511120	Insurance Fund Contribution - 4/2		1,250	15,000	16,000	16,000
511130	Workers Compensation		169	3,226	3,310	3,310
515600	Clothing Allowance		0	1,400	1,600	1,600
* Total Personnel			7,362	133,578	138,668	138,668
Operating Expenses						
521000	Office Supplies		0	200	400	400
521200	Operating Supplies		0	200	800	800
521208	Police Supplies		0	1,000	1,400	1,400
522300	Vehicle Repairs & Maintenance - 4/2		0	600	600	600
524100	Vehicle Insurance - 4/2		0	1,090	1,130	1,130
524201	General Tort Liability Insurance		0	1,490	1,490	1,490
525020	Pagers & Cell Phones - 4/2		93	2,760	2,880	2,880
525030	800 MHz Radio Service Changes - 4/2		0	1,000	1,200	1,200
525041	E-mail Service Charges - 4/2		0	174	240	240
525210	Conference & Meeting Expense		0	3,000	4,000	4,000
525400	Gas, Fuel and Oil		0	10,256	12,020	12,020
525600	Uniforms & Clothing		0	0	2,000	2,000
* Total Operating			93	21,770	28,160	28,160
** Total Personnel & Operating			7,455	155,348	166,828	166,828
Capital						
540010	Minor Software		0	575		
5AA291	(4/2) Laptop Tough Books and Accessories		0	9,425		
5AA292	(4/2) Vehicles and Accessories		2,302	48,000		
5AA293	(4/2) Tasers and Accessories		0	2,600		
5AA294	(4/2) 800 MHz Digital Encrypted Radios and Accessories		0	10,000		
5AA295	(4/2) Tactical Vests and Accessories		0	2,800		
5AA296	(4/2) Digital Cameras		0	500		
5AA297	(4/2) Handguns and Accessories		0	1,100		
5AA298	(1) Rosetta Stone Language Training Kit		0	700		
5AA299	(4/2) Body Armors and Plates		0	1,400		
	(2) .223 Rifles & Accessories				4,700	4,700
	(2) SUV Lockable Storage Units				1,800	1,800
	(2) Night Vision Goggles & Accessories				8,000	8,000
	(2) DVD/VDR Recorder/Playback Units & Accessories				2,900	2,900
	(2) Digital Camcorders & Accessories				4,400	4,400
** Total Capital			2,302	77,100	21,800	21,800

***** Total Budget Appropriation** **9,757** **232,448** **188,628** **188,628**

SECTION III. - PROGRAM OVERVIEW

The Lexington County Sheriff's Department has noticed a marked increase in gangs and gang related precursor activities such as drugs, truancy, and habitual juvenile incorrigibility. We have seen a wide variety of gang related crimes such as murder, drive by shootings, criminal sexual assaults, vandalism, assaults, drugs, truancy, and habitual juvenile delinquency. Gang members and crimes have increased in the past years and with the influx of varied nationalities within the county and mainly in the rural areas of the county, more gang problems are rapidly developing. Types of crimes with both juveniles and adults are being tied back into gang affiliations. The dedicated gang investigators will combat the gang problems by actively working the cases and preventing the escalation of gang crimes.

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)					
Gang Investigators	2	0	2	2	13
Totals:	2	0	2	2	

SECTION V. B. – OPERATING LINE ITEM NARRATIVES

521000 - OFFICE SUPPLIES **\$ 400**

Items requested are pens, file jackets, folders, diskettes, calendars and other general supplies that will allow the Gang Task Force officers to perform their job tasks.

521200 – OPERATING SUPPLIES **\$ 800**

Items requested are audiotapes, videotapes, memory cards, disks, batteries, and other supplies will be used in the operation of equipment and during daily job functions.

521208 – POLICE SUPPLIES **\$ 1,400**

This account will be used to purchase law enforcement supplies such as ammunition for the gang investigators.

522300 - VEHICLE REPAIRS AND MAINTENANCE **\$ 600**

Vehicle repairs and maintenance that are needed for the two (2) grant purchased vehicles.

The amount budgeted is estimated at 2 vehicles X \$300 = \$600.

524100 - VEHICLE INSURANCE **\$ 1,130**

The vehicle insurance cost is estimated at \$565 X 2 vehicles = \$1,130.

524201 - GENERAL TORT LIABILITY INSURANCE **\$ 1,490**

The cost is estimated at 2 officers X \$745 = \$1,490.

525020 - PAGERS AND CELL PHONES **\$ 2,880**

The grant personnel are required to have a mobile telephone for safety purposes and immediate communication with the department, county and other agencies. Air card service will be charged for the investigators to have wireless access to the web GNET and other databases from other counties as well as LCSD to obtain immediate information on the person in question.

The cost for the phones are estimated at \$60/month X 2 officers X 12 months = \$1,440

The cost for the air cards are estimated at \$60/month x 2 officers x 12 months = \$1,440.

525030 – 800 MHz RADIO SERVICE CHARGES **\$ 1,200**

Monthly service is required for the 800 MHz digital encrypt radios used by the gang investigators for communication purposes.

The cost is estimated at \$50/month X 2 officers X 12 months = \$1,200.

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

The email service is estimated at 2 officers X 12 months X \$10 = \$240.

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

The terms and conditions of the grants require that all grant employees attend at least two training conferences per year to make them more efficient and in compliance with the laws governing the tasks of the gang investigators.

525400 - GAS, FUEL, AND OIL **\$ 12,020**

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

The cost is estimated at 21,854 miles X \$0.55 = \$12,019.70.

525600 - UNIFORMS AND CLOTHING **\$ 2,000**

It is necessary to provide uniforms, field gear and clothing for the gang to perform their undercover investigative tasks. Each piece of clothing must have the Sheriff's Department identification lettering for easy recognition.

SECTION V. C. –CAPITAL LINE ITEM NARRATIVES

5AA - (2) .223 RIFLES AND ACCESSORIES \$ 4,700

The .223 rifle and accessories are requested for certain critical circumstances that may occur in the volatile gang violence situations. The rifle 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 16 round magazine. The Sheriff's Department Policy requires that the Gang Investigator is trained and certified on this piece of equipment.

5AA - (2) SUV LOCKABLE STORAGE UNITS \$ 1,800

These units will be installed in the investigator's vehicles to allow them to securely store and protect their equipment and other items.

5AA - (2) NIGHT VISION GOGGLES AND ACCESSORIES \$ 8,000

Night Vision goggles are required to view criminal activities that occur at night or in low light. These goggles will also increase the officer's awareness of his surroundings at night and to investigate in low light situations from a further, safer distance.

5AA - (2) DVD/VCR RECORDER/PLAYBACK UNITS AND ACCESSORIES \$ 2,900

The time lapsed DVR systems are required to record covert information and to gather visual evidence for court presentations and prosecution.

5AA - (2) DIGITAL CAMCORDER AND ACCESSORIES \$ 4,400

A high resolution digital video recorder will be used to film and document the activities of gangs and other paraphernalia associated with gang activities. The evidence gathered will be used in court presentations for prosecution of cases.

COUNTY OF LEXINGTON Grant Request Summary Form

Title of Grant: Regional DNA Laboratory

Fund: NEW Regional DNA Laboratory **Department:** 151200 LE/Operations
No. Title No. Title

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

Grant Overview:

The Sheriff's Department is requesting to apply for a grant to establish a regional DNA laboratory. This grant will hire two positions to operate the forensic DNA laboratory. A DNA Technical Leader and a DNA Analyst will perform molecular biology DNA testing, prepare reports, testify in court, and manage the laboratory. Along with the personnel, this application is requesting the equipment and operating supplies needed to perform the DNA testing.

Grant Period: July 1, 2010 to June 30, 2011

Responsible Departmental Grant Personnel: Nandalyn Heaitley, LCSD Grants Coordinator

Date Grant Information Released: November 4, 2009 **Date Grant Application Due:** January 15, 2010

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

Personnel	\$ 155,868.00		
Operating	\$ 86,270.00		* Application Amount: \$685,333
Capital	\$ 479,265.00		* Award Amount:
Total	<u>\$ 721,403.00</u>		

Local Match Required: Yes No

If Yes, What is the Percentage / Amount:	<u>95</u>	<u>\$685,333.00</u>	
	<u>5</u>	<u>\$36,070.00</u>	
	<i>%</i>	<i>\$ Amount</i>	

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

When grant funds are no longer available, the Regional DNA Laboratory is planned to continue to operate from funds received by the Sheriff's Department from tax revenue and other grant revenues as available.

Dept. Preparer:	<u>NH</u>	<u>11/23/2009</u>
Dept. Approval:	<u>AP</u>	<u>11/23/2009</u>
Finance Approval:	<u>AD</u>	<u>11/24/2009</u>
	<i>Initials</i>	<i>Date</i>

**COUNTY OF LEXINGTON
 REGIONAL DNA LABORATORY
 Annual Budget
 FY 2010-11 Estimated Revenue**

Object Code	Revenue Account Title	Actual 2008-09	Received Thru Oct 2009-10	Amended Budget Thru Oct 2009-10	Projected Revenues Thru Jun 2009-10	Requested 2010-11	Recommend 2010-11	Approved 2010-11
*L/E - Regional DNA Laboratory:								
Revenues:								
457000	Federal Grant Income					721,403	721,403	
	** Total Revenue					<u>721,403</u>	<u>721,403</u>	
	***Total Appropriation					721,403	721,403	
FUND BALANCE								
	Beginning of Year					<u>0</u>	<u>0</u>	
	FUND BALANCE - Projected End of Year					<u>0</u>	<u>0</u>	

**COUNTY OF LEXINGTON
REGIONAL DNA LABORATORY
Annual Budget
Fiscal Year - 2010-11**

Fund: New
Division: Law Enforcement
Organization: 151200 - Operations

		BUDGET		
Object Code	Expenditure Classification	2009-10 Requested	2009-10 Recommend	2009-10 Approved
Personnel				
510100	Salaries & Wages - 2	113,000	113,000	
510199	Special Overtime	4,000	4,000	
511112	FICA - Employer's Portion	8,951	8,951	
511114	Police Retirement - Employer's Portion	10,986	10,986	
511120	Employee Insurance - 2	15,000	15,000	
511130	Workers Compensation	3,931	3,931	
	* Total Personnel	155,868	155,868	
Operating Expenses				
520300	Professional Services	14,700	14,700	
521000	Office Supplies	500	500	
521200	Operating Supplies	45,000	45,000	
524201	General Tort Liability Insurance - 2	1,490	1,490	
525020	Pagers and Cell Phones - 2	1,440	1,440	
525041	E-mail Service Charges - 2	240	240	
525210	Conference, Meeting & Training Exp.	16,000	16,000	
525230	Subscriptions, Dues, & Books	300	300	
525240	Personal Mileage Reimbursement	6,000	6,000	
525600	Uniforms & Clothing	600	600	
	* Total Operating	86,270	86,270	
	** Total Personnel & Operating	242,138	242,138	
Capital				
540000	Small Tools & Minor Equipment	0	0	
540010	Minor Software	1,200	1,200	
	(1) Genetic Analyzer	96,000	96,000	
	(1) Gene Mapper Software	22,000	22,000	
	(1) Real Time PCR System	46,500	46,500	
	(2) Thermal Cyclers	15,500	15,500	
	(1) Robotics epMotion	90,000	90,000	
	(2) PCR Enclosures/Stands	5,200	5,200	
	(1) Validation Support	90,000	90,000	
	(3) Computers and Accessories	7,500	7,500	
	(3) Printers and Accessories	1,500	1,500	
	(1) Refrigerator/Freezer	1,200	1,200	
	(1) Microscope	2,000	2,000	
	(1) Refrigerated Micro Centrifuge	35,000	35,000	
	(1) PCR Hood	2,500	2,500	
	(2) Prox Card Readers	7,200	7,200	
	(1) Water Purification System	2,200	2,200	
	Cabinets and Workstations	37,965	37,965	
	Renovation Materials	6,300	6,300	
	(1) HVAC Unit and Accessories	9,500	9,500	
	** Total Capital	479,265	479,265	
	*** Total Budget Appropriation	721,403	721,403	

SECTION III. – PROGRAM OVERVIEW

The Lexington County Sheriff's Department in conjunction with the Eleventh Judicial Circuit Solicitors Office, has identified a critical need as it relates to the current inability to utilize the sciences and advancements regarding DNA analysis. Because every person's DNA is unique, with the exception of identical twins, DNA analysis is the most powerful tool that can be used by law enforcement to identify criminal suspects. The DNA evidence collected from a crime scene can implicate or eliminate a suspect. Remains can be identified through comparisons with DNA from relatives. When evidence from one crime scene is compared to evidence from another crime scene, the crime could be found to be linked to the perpetrator locally, statewide, and even nationally. It is also being discovered that DNA testing is significant in solving property crimes, which may link the perpetrator to multiple crimes.

Like most other agencies throughout the state of South Carolina, the Lexington County Sheriff's Department and all the agencies within the 11th Judicial Circuit, are dependant on the South Carolina Law Enforcement Division (SLED) DNA Laboratory for analyses and identification. Because of this tremendous demand, and the burden in serving as the sole source provider of this service to multiple jurisdictions, SLED is tasked with attempting to work through a tremendous case backlog. Because of the economic pitfall that has caused budget cuts and financial constraints, SLED has limited several aspects of previously available DNA services. With the trends and laws requiring DNA evidence in courts, it is more important than ever to establish a Regional DNA Laboratory for Lexington County and the Eleventh Judicial Circuit.

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:	0	0	0	0	
Totals:	0	0	0		

	<u>Positions</u>	<u>Full Time Equivalent</u>		<u>Total</u>	<u>Grade</u>
		<u>General Fund</u>	<u>Other Fund</u>		
LE / Operations (NEW-151200)					
DNA Technical Leader	1	0	1	1	TBD
DNA Analyst	1	0	1	1	TBD
Totals:	2	0	2	2	

SECTION V. B. – OPERATING LINE ITEM NARRATIVES

520300 – PROFESSIONAL SERVICES **\$ 14,700**

The services of a DNA consultant is required to interview DNA perspective candidates for the two grant positions, apply for certifications and licenses, and to set up the DNA forensic laboratory according to accreditation standards.

521000 – OFFICE SUPPLIES **\$ 500**

Items to be purchased are pens, printer ink cartridges, paper, file jackets, photo paper, folders, diskettes, calendars and other general supplies that are used daily.

521200 – OPERATING SUPPLIES **\$ 45,000**

Items to be purchased are videotapes, audiotapes, film disks, batteries, DNA processing supplies, DNA evidence gathering kits, tubing, piping, plates, and all types of DNA gathering kits, glass containers, plates, filters, covers, stands, swabs, swabs containers, blood spatter kits, and many other supplies are necessary for the performance of DNA analysis.

524201 – GENERAL TORT LIABILITY INSURANCE **\$ 1,490**

The General Tort Liability Insurance cost is estimated at 2 employees X \$745 = \$1,490.

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

Cell phone service is needed for the DNA Technical Leader and the DNA Analyst so they can communicate effectively with each other and make contact with other individuals that are involved with the DNA cases.

The monthly service charge is estimated at \$60/month X 2 employees X 12 months = \$1,440.

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

The monthly service charge is estimated at \$10/month X 2 employees X 12 months = \$240.

525210 – CONFERENCE, MEETING & TRAINING EXPENSE **\$ 16,000**

The grant requires that each grant funded employee attend at least two training seminars per grant year. Training expenses will include registration, hotel, per diem, car rental, airfare, and any other miscellaneous expenses associated with the employee attending the training.

525230 – SUBSCRIPTIONS, DUES, AND BOOKS **\$ 300**

Forensic laboratory books and manuals are required to maintain standards and to aid in the identification process.

525240 – PERSONAL MILEAGE REIMBURSEMENT **\$ 6,000**

The grant reimburses the mileage at the approved state rate for the grant-funded personnel to allow them to travel to court and to other agencies in the performance of the grant DNA job tasks.

The cost budgeted is an estimate at 10,909 miles X \$0.55 = \$5,999.95.

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

The DNA analyst must wear lab coats when performing their duties. The DNA protective clothing will be worn to protect from materials during the DNA processing stages.

SECTION V. C. –CAPITAL LINE ITEM NARRATIVES

540010 – MINOR SOFTWARE \$ 1,200

The County's standard software will be purchased to install on the computers purchased on the grant.

5AA - (1) GENETIC ANALYZER \$ 96,000

The Genetic Analyzer is a DNA sequencer that will run a wide variety of sequencing and fragment analysis applications including microsatellite analysis, AFLP, LOH, SNP validation, and SNP screening. The full range of applications can be run on a single polymer and capillary array meaning, you can mix applications on one plate. The software even includes tools to assist with regulatory and compliance requirements.

5AA - (1) GENE MAPPER SOFTWARE \$ 22,000

The Gene Mapper ID-X is powerful data analysis software that is designed to significantly reduce the amount of time required to perform sizing, mixture analysis, and statistical calculations on all types of forensic samples. A combination of sophisticated automated data assessment processes and efficient manual review tools deliver comprehensive expert system capability.

5AA - (1) REAL TIME PCR SYSTEM \$ 46,500

The Real Time Polymerase Chain Reaction (PCR) System is a technique widely used in molecular biology and is required to process the DNA. As the PCR progresses, the DNA template is exponentially amplified. With PCR, it is possible to amplify a single or few copies of magnitude, generating millions or more copies of the DNA piece. The real time PCR fully optimizes the DNA for fast cycling and delivers high quality results in as little as 30 minutes.

5AA - (2) THERMAL CYCLERS \$ 15,500

The Thermal Cycler is used to amplify segments of DNA via the polymerase chain reaction process. This device has a thermal block with holes where tubes holding PCR reaction mixtures can be inserted and the cycler raises and lowers the temperature of the block in discrete, pre-programmed steps.

5AA - (1) ROBOTICS epMOTION \$ 90,000

The Robotics epMotion transfers DNA from one pipette to another totally hands free. This creating a more ergonomic workspace and allows for the DNA to securely be transferred accurately, which follows standard protocol.

5AA - (2) PCR ENCLOSURES/STANDS \$ 5,200

The PCR enclosures and stands are necessary to provide a controlled environment in which to perform polymerase chain reaction (PCR) procedures. The enclosure frame, top, back, airfoil and interior upper panel are constructed of epoxy-coated steel and aluminum and the optional work surface has raised edges to contain spills form cross contamination.

5AA - (1) VALIDATION SUPPORT **\$ 90,000**

Validation support is required for all of the equipment used in processing DNA for forensic and human identity laboratories. The software provides the planning support in experimental design, all consumable reagents, labor, and validation reporting functions to satisfy all SWGDAM, ISO and ASCLD guidelines and accreditation standards. The result is a more rapid implementation, leading to increased productivity, better quality control, and a thorough understanding of the procedures.

5AA - (3) COMPUTERS AND ACCESSORIES **\$ 7,500**

Computers are required to input data, keep records, produce reports, prepare statements for court presentation, and to set up spreadsheets to analyze all types of information required for the operation of the DNA laboratory and to maintain the appropriate information required by the grant.

5AA - (3) PRINTERS AND ACCESSORIES **\$ 1,500**

The printers are required for the DNA Technical Leader, the DNA Analyst, and the DNA laboratory room. These printers will be used to visually produce the DNA information for dissemination.

5AA - (1) REFRIGERATOR/FREEZER **\$ 1,200**

A refrigerator with a compartment freezer is required to store chemicals for the use in processing DNA. This refrigerator/freezer will be used only for DNA related items which need to be temperature controlled.

5AA - (1) MICROSCOPE **\$ 2,000**

The microscope is required to allow the examiner to view enlarged samples of DNA string and chromosomes.

5AA - (1) REFRIGERATED MICRO CENTRIFUGE **\$ 35,000**

A refrigerated micro centrifuge is required to spin the DNA samples at a high rate of speed. The sample is subjected to artificially high gravity causing the heavy items to sink, and the light particles to float.

5AA - (1) PCR HOOD **\$ 2,500**

The PCR Hood is required so that there will be minimal cross contamination during the amplification of DNA and RNA processing. This will provide for a more accurate testing of DNA.

5AA - (2) PROX CARD READERS AND ACCESSORIES **\$ 7,200**

Proximity card readers that interface with the existing security system will be needed to eliminate public access to the DNA lab are required. The card readers identify the code programmed on the card to allow access to those individuals approved for entry into the lab. The card reader provides security for door access while recording each individual who enters and exits the lab.

5AA - (1) WATER PURIFICATION SYSTEM **\$ 2,200**

The water purification system is necessary to provide ultrapure water for optimal chromatographic results and longer column life for the oxidation of organic contaminants and radiation, killing the bacteria. This will allow sanitized water to be used in the processing of DNA.

5AA - CABINETS AND WORKSTATIONS **\$ 37,965**

The cabinets and workstations, including all materials and set up are required for the efficient analyzing and daily operations of the Regional DNA Laboratory. The cabinets will be chemical resistant and the workstations will be standard forensic type that meets requirements for accredited standards.

5AA - RENOVATION MATERIALS **\$ 6,300**

The renovation materials required for turning the existing supply area into a DNA laboratory includes ceiling tiles, floor tiles, paint, lighting, electrical wiring, hook ups, molding, PVC fittings and pipes, plumbing and electrical parts, and other materials as required. County Building Services will perform the work required for the renovation of the DNA laboratory.

5AA - (1) HVAC UNIT AND ACCESSORIES **\$ 9,500**

A heating and air conditioning unit will be required to stabilize the temperature in the DNA laboratory. This will allow for a constant, dedicated system that will be controlled by DNA laboratory personnel.

COUNTY OF LEXINGTON Grant Request Summary Form

Title of Grant: White Collar Crime Unit

Fund: NEW White Collar Crime Unit **Department:** 151200 LE/Operations
No. Title No. Title

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

Grant Overview:

The Lexington County Sheriff's Department has noticed an increase in white collar crimes. White collar crime is defined as a crime committed by a person of social status and has gained respect in their occupation. White collar employees have a greater opportunity to commit fraud, bribery, insider trading, embezzlement, computer crime, identity theft, and forgery.

Application is for two investigators, two vehicles, equipment and operating supplies for the investigators.

Grant Period: July 1, 2010 to June 30, 2011

Responsible Departmental Grant Personnel: Nandalyn Heaitley, LCSD Grant Coordinator

Date Grant Information Released: November 4, 2009 **Date Grant Application Due:** January 15, 2010

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

Personnel	\$	137,068.00
Operating	\$	24,570.00
Capital	\$	79,200.00
Total	\$	<u>240,838.00</u>

Local Match Required: Yes No

If Yes, What is the Percentage / Amount:	<u>95</u>	<u>\$228,796.00</u>
	<u>5</u>	<u>\$12,042.00</u>
	<i>%</i>	<i>\$ Amount</i>

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

When grant funds are no longer available, the White Collar Crime Unit is planned to be continued through funds received by the Sheriff's Department from tax revenue and other grant funds as available.

Dept. Preparer:	<u>NH</u>	<u>11/23/2009</u>
Dept. Approval:	<u>AP</u>	<u>11/23/2009</u>
Finance Approval:	<u>AD</u>	<u>11/25/2009</u>
	<i>Initials</i>	<i>Date</i>

**COUNTY OF LEXINGTON
 WHITE COLLAR CRIME UNIT
 Annual Budget
 Fiscal Year - 2010-11**

Object Code	Revenue Account Title	Actual 2008-09	Received Thru Nov 2009-10	Amended Budget Thru Nov 2009-10	Projected Revenues Thru Jun 2009-10	Requested 2010-11	Recommend 2010-11	Approved 2010-11
* LE - White Collar Crime Unit:								
Revenues (Organization: 000000)								
457000	Federal Grant Income					228,796	228,796	
801000	Op Trn from General Fund/LE					12,042	12,042	
** Total Revenue						240,838	240,838	
***Total Appropriation						240,838	240,838	
FUND BALANCE								
Beginning of Year								
						0	0	
FUND BALANCE - Projected								
End of Year								
						0	0	

* Grant will be funded 95% from DPS.

**COUNTY OF LEXINGTON
WHITE COLLAR CRIME UNIT
Annual Budget
Fiscal Year - 2010-11**

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

		BUDGET				
Object Expenditure Code Classification	2008-09 Expend	2009-10 Expend (Nov)	2009-10 Amended (Nov)	2010-11 Requested	2010-11 Recommend	2010-11 Approved
Personnel						
510100 Salaries & Wages - 2				92,500	92,500	
510199 Special Overtime				6,000	6,000	
511112 FICA - Employer's Portion				7,536	7,536	
511114 Police Retirement - Employer's Portion				11,722	11,722	
511120 Insurance Fund Contribution - 2				16,000	16,000	
511130 Workers Compensation				3,310	3,310	
515600 Clothing Allowance				1,600	1,600	
* Total Personnel				138,668	138,668	
Operating Expenses						
521000 Office Supplies				200	200	
521200 Operating Supplies				200	200	
521208 Police Supplies				1,000	1,000	
522300 Vehicle Repairs & Maintenance - 2				600	600	
524100 Vehicle Insurance - 2				1,090	1,090	
524201 General Tort Liability Insurance				1,490	1,490	
525020 Pagers & Cell Phones - 2				2,760	2,760	
525030 800 MHz Radio Service Changes - 2				1,200	1,200	
525041 E-mail Service Charges - 2				0	0	
525210 Conference & Meeting Expense				4,000	4,000	
525400 Gas, Fuel and Oil				10,430	10,430	
* Total Operating				22,970	22,970	
** Total Personnel & Operating				161,638	161,638	
Capital						
540010 Minor Software				575	575	
(2) Tough Book Laptops & Accessories				9,425	9,425	
(2) Vehicles, Equipment, & Accessories				48,000	48,000	
(2) Tasers & Accessories				2,600	2,600	
(2) 800 MHz Encrypted Radios & Accessories				11,700	11,700	
(2) Body Armor & Plates				1,400	1,400	
(2) DVD/VCR Recorder/Playback Units & Accessories				2,900	2,900	
(2) Digital Cameras & Accessories				1,500	1,500	
(2) Handguns & Accessories				1,100	1,100	
** Total Capital				79,200	79,200	
*** Total Budget Appropriation				240,838	240,838	

SECTION III. - PROGRAM OVERVIEW

The Lexington County Sheriff's Department is noticing an increase in the number of white collar crimes. White collar crime is defined as a crime committed by a person of social status and has gained respect in their occupation. White collar employees have a greater opportunity to commit fraud, bribery, insider trading, embezzlement, computer crime, identity theft, and forgery. Dedicated white collar crime investigators will combat the problems by actively working the specialized cases and preventing the escalation of white collar crimes. Statistical data and detailed information gathered will aid the investigations in discovering patterns of the highly skilled professional and the types of white collar crimes that are being committed.

The Lexington County Sheriff's Department is requesting two white collar crime investigators to aggressively identify, detect, prosecute, educate, inform, and ensure the business world that a financial crime deserves a penalty just as a crime of force.

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)					
White Collar Crime Investigators	2	0	2	2	13
Totals:	2	0	2	2	

SECTION V. B. – OPERATING LINE ITEM NARRATIVES

521000 – OFFICE SUPPLIES **\$ 200**

Office supplies requested are pens, file jackets, folders, diskettes, calendars and other general supplies that are used to perform daily job task.

521200 – OPERATING SUPPLIES **\$ 200**

Operating supplies requested are audiotapes, videotapes, memory cards, disks, batteries, and other supplies that will be required for the operation of equipment and to perform daily job functions.

521208 – POLICE SUPPLIES **\$ 1,000**

This account will be used to purchase law enforcement supplies such as ammunition for the gang investigators.

522300 – VEHICLE REPAIRS AND MAINTENANCE **\$ 600**

Vehicle repairs and maintenance are needed for the two (2) grant vehicles.

The amount budgeted is estimated at 2 vehicles X \$300 = \$600.

524100 – VEHICLE INSURANCE **\$ 1,090**

The vehicle insurance cost is estimated at \$545 X 2 vehicles = \$1,090.

524201 – GENERAL TORT LIABILITY INSURANCE **\$ 1,490**

The cost is estimated at 2 officers X \$745 = \$1,490.

525020 – PAGERS AND CELL PHONES **\$ 2,760**

The grant personnel are required to have a mobile telephone for safety purposes and for immediate communication with the department, county and other agencies. Air card service will be charged for the investigators to have wireless access to the web GNET and other databases from other counties as well as LCSD to obtain immediate information on the person in question.

The cost for the phones are estimated at \$55/month X 2 officers X 12 months = \$1,320

The cost for the air cards are estimated at \$60/month x 2 officers x 12 months = \$1,440.

525030 – 800 MHz RADIO SERVICE CHARGES **\$ 1,200**

Monthly service is required for the 800 MHz digital encrypt radios used by the gang investigators for communication purposes.

The cost is estimated at \$50/month X 2 officers X 12 months = \$1,200.

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

The terms and conditions of the grants require that all grant employees attend at least two training conferences per year to make them more efficient and in compliance with the laws governing the tasks of the gang investigators.

525400 – GAS, FUEL, AND OIL **\$ 10,430**

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

The cost is estimated at 18,963 miles X \$0.55 = \$10,429.65.

SECTION V. C. –CAPITAL LINE ITEM NARRATIVES

540010 – MINOR SOFTWARE **\$ 575**

Office software and flash drives will be required for the White Collar Crime Investigators to easily download information and for the storing and collecting of information in the computers.

5AA - (2) TOUGH BOOK LAPTOPS AND ACCESSORIES **\$ 9,425**

The tough book laptops and will be used to access the in-house server at LCSD, which includes all the components of the department and the web base sites for gang data information with other counties and states. This will allow the investigators the ability to obtain valuable information at the crime scene, instead of having to come back to the Sheriff's Department to get this information.

5AA - (2) VEHICLES, EQUIPMENT, AND ACCESSORIES **\$ 48,000**

Vehicles and emergency equipment are required to travel to and from work, to investigate businesses, and to gather information for the grant.

5AA - (2) TASERS AND ACCESSORIES **\$ 2,600**

Tasers are required for the safety of the officer and for use to control situations without the use of force. Tasers are now a standard issue required by departmental policy.

5AA - (2) 800 MHz ENCRYPT RADIOS AND ACCESSORIES **\$ 11,700**

The digital encrypted 800 MHz radios are required to meet the standards set forth in the department's policy and procedures manual standards. The radios will be compatible with the existing radios used by the departments and other law enforcement agencies in the State for communication purposes.

5AA - (2) BODY ARMORS AND PLATES **\$ 1,400**

Body armor to include plates is required per policy and is standard issue.

5AA - (2) DVD/VCR RECORDER/PLAYBACK UNIT AND ACCESSORIES **\$ 2,900**

The time lapsed DVR systems are required to record covert information and to gather visual evidence for court presentations and prosecution.

5AA - (2) DIGITAL CAMERAS AND ACCESSORIES **\$ 1,500**

The high-resolution digital cameras and accessories will be used to take digital photographs at the crime scene and download onto the system for immediate dissemination and comparisons with law enforcement databases.

5AA - (2) HANDGUNS AND ACCESSORIES **\$ 1,100**

Handguns and accessories are part of the standard issue requirement for the officer's safety and the safety of others.

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.



Lexington County Public Safety Department
Emergency Management Division

TO: Diana Burnett
Clerk to County Council

FROM: Thomas B. Collins *TBC*
Emergency Manager

REF: Emergency Notification System Policy and Procedures

DATE: December 2, 2009

At the September 22, 2009 meeting, County Council approved to award the bid for a new Emergency Notification System to Twenty First Century Company. Emergency Management is seeking County Council's approval of the attached policy and procedures for this new system.

We respectfully request to put before County Council's Health and Human Services Committee Meeting that is scheduled for December 8, 2009 the approval of the Policy and Procedures Manual for the Twenty First Century Emergency Notification System.

Thank you for your attention to this matter.

Cc: Katherine L. Hubbard
Chief Bruce E. Rucker

LEXINGTON COUNTY
EMERGENCY NOTIFICATION SYSTEM (ENS)
POLICY AND PROCEDURES

I. PURPOSE

The purpose of this document is to establish policy and procedures governing the use of the Lexington County Emergency Notification System (ENS). This system is to be implemented only during emergencies when there is a threat to lives and properties in Lexington County.

II. DESCRIPTION OF SYSTEM

The Lexington County ENS is a fully hosted, web-based emergency notification system and therefore does not require additional equipment such as a computer or dedicated server. Messaging for this system is available through voice (inbound/outbound), Short Message Service (SMS) for cell phone texts, paging, email, faxes, and true Text Telephone (TTY) and Telecommunication Device for the deaf (TTD). It has the capability of sending out notifications to 1,000 lines/minute.

The system incorporates Lexington County's local GIS mapping and can launch calls based on a specific geographic location.

The system has portal capability to allow texting, messaging, and emailing. Citizens and employees may access the portal to enter any additional contact information such as cell, pager, email, etc.

The system will be maintained and managed by Lexington County Emergency Management.

III. AUTHORIZED USERS

A. Only trained and authorized personnel shall have access to the notification system.

B. The following personnel are authorized to activate the system:

1. Public Safety Director
2. Emergency Manager
3. Emergency Communications Center (ECC)

Incident Commanders or Municipalities on scene at an event that is or may have the potential to endanger property or lives, may request the system to be activated if the County dispatches directly for the Incident Commander or on the Municipality's behalf. Municipalities not dispatched by the County's ECC must contact the Public Safety Director or the Emergency Manager directly to have the system activated on their behalf.

IV. ACTIVATION PROCEDURES FOR THE NOTIFICATION SYSTEM

- A. Timely notification is critical to the success of the system. To accomplish this mission and ensure smooth and consistent activation during all fast breaking events, the ECC will be the primary activator of the ENS at the direction of authorized users.
- B. The Incident Commander (IC) shall call on a recorded line (radio or mobile phone) and give the Emergency Communications Center (ECC) supervisor the exact message to be sent out and describe the specific geographic area to receive the message. The ECC supervisor will read back the message to the IC to ensure the accuracy of the message.
- C. Only authorized users may request that the system be activated. It will be the responsibility of the authorized users to verify that accurate information is provided to the ECC for all out going messages.

All messages must be prefaced with the date, time and department issuing the message. *Example: January 6, 2009, 10:00 AM. The following message is being sent from Lexington County Fire service. There has been an industrial chemical spill in the Pelion area at the intersection of Hwy 302 and US 178. Citizens in the area are being asked to shelter in place and monitor TV and Radio stations for further information.*

Geographic Information: This information should be sent out to a distance of 1/10th of a mile from the incident location.

- D. Citizens of Lexington County requesting to have contact information added or deleted from the system will be directed to access the portal on line, or citizens may request in writing that Emergency Management add or delete information.

V. UNAUTHORIZED USAGE

- A. This message system is only to be used or activated for emergencies. Messages for profit activity, personal use, advertising of any product or service, political messages, or to obtain telephone numbers of individuals or businesses are strictly prohibited. All contact information will be considered highly classified and confidential.
- B. All requests for activation that do not fall under the category of an Emergency will be considered unauthorized usage and will be addressed by the Public Safety Director and the Emergency Manager on an individual basis.

VI. MAINTENANCE AND TRAINING

Emergency Management will be the agency responsible for maintaining and updating the data for the system. The system will be tested on a monthly basis by the Emergency Manager to ensure it is operating properly. Results of this monthly test will be forwarded to the Public Safety Director.



Lexington County Fire Service

Standard Operating Procedures Membership of the Lexington County Leadership Team ADM-022

EFFECTIVE: October 1, 2009

ISSUED BY: Russell R. Rawl, Fire Service Coordinator

RECINDS: No previous policy

SCOPE: All Lexington County Fire Service Personnel

PURPOSE: To develop a procedure to replace current members of the Leadership Team as they retire or no longer wish to serve. The ultimate goal is equal representation comprised of volunteer and career personnel from each battalion and Administration who's common goal is the benefit of the Lexington County Fire Service. This policy will allow for equal representation at the battalion level and representation at the battalion level will self correct with retirement of original members.

HISTORICAL PRESPECTIVE: The original membership of the Leadership Team was the selection of personnel both volunteer and career whose leadership abilities and experience were recognized by Lexington County Council. Since then additional personnel have been added and we have reached a point where the "group" has become too large to effectively function.

MEMBERSHIP REQUIREMENTS: Each member selected to represent a battalion on the Leadership Team shall be an active member of the fire service and in good standing. Each battalion shall nominate to the Facilitator of the Leadership Team a volunteer and career representative IF they do not already have a representative(s) from their battalion serving as an original member of the Leadership Team. The Facilitator of the Leadership Team will validate this recommendation with the Fire Service Coordinator to determine if the nominee is a member in good standing.

REPRESENTATION: The Leadership Team shall consist of the following persons who will work together to reach a consensus of all issues before the Leadership Team. There will be no alternates for any of the members.

- * The Nominating Committee will present their nomination(s) for Facilitator to the members of the Leadership Team. The Leadership Team will select a Facilitator from this list of nomination(s) for a term of three years.
- * A volunteer and a career representative from each of the seven battalions.
- * North and South Region Operations Chiefs

The Director of Public Safety and Fire Service Coordinator are encouraged to attend and address specific issues as needed but are not a part of the consensus effort. The Leadership Team's function is to make recommendations to the Director of Public Safety and the Fire Service Coordinator and they must remain impartial to accept the recommendations.

The on-duty Battalion Chief(s), Chief Training Officer and Chief Fire Marshal are encouraged to attend to gather and share information, but they are not of the consensus effort. They can be asked to research issues specific to their specialty and report back to the Leadership Team.

Town of Swansea

RAY SPIRES
Mayor

WOODROW DAVIS, JR.
Mayor Pro-Tem



W.D. BAILEY
BARRETT BLACK
LINDA G. BUTLER
Council

Swansea, South Carolina

December 1, 2009

Chief Bruce Rucker
Lexington Co. Public Safety
212 South Lake Blvd.
Lexington, S.C. 29070

Dear Chief Rucker:

The Town of Swansea has adopted Lexington County Burn Ordinance. This is official notification to County Council that we are requesting the County's assistance in enforcement of this ordinance.

I have enclosed a copy of the ordinance we adopted on November 9, 2009. Thank you for your assistance in this matter.

Sincerely,

A handwritten signature in cursive script that reads "Ray Spires".

Ray Spires
Mayor

Enclosure

ORDINANCE NO. 2009-02

STATE OF SOUTH CAROLINA)
COUNTY OF LEXINGTON)
TOWN OF SWANSEA)

AN ORDINANCE
AMENDING THE
CODE OF ORDINANCES
CHAPTER 11, SECTION 11.19

WHEREAS, in order to promote a more uniformed and appropriate response to burn complaints and violations, Lexington County, South Carolina has requested the Town of Swansea adopt Lexington County's Outdoor Burning Ordinance; and

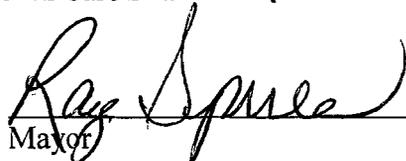
WHEREAS, the Town of Swansea desires to promote and safeguard the public health, safety and welfare of the citizens of the Town of Swansea by regulating the air pollution and fire hazards of open burning and outdoor burning.

NOW, THEREFORE BE IT ORDERED AND ORDAINED by the governing body of the Town of Swansea in Council assembled:

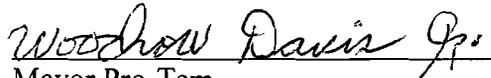
Section 1. That Chapter 11, Article II, Nuisances, Section 11.19 be rescinded and replaced with the Lexington County's Outdoor Burning Ordinance, Article IV., Sections 30-106 thru 30-117. The changes to the code will be jointly enforced by Lexington County and the Town of Swansea. The adoption of this ordinance will be within the guideline of the EPA and SCDHEC Air Quality Regulations.

Section 2. This shall become effective on the approval of Council.

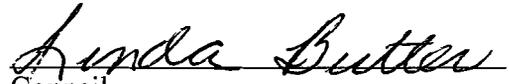
BE IT ENACTED this 9th day of November, 2009 as witnessed our hands and seals, in Council done, at Swansea, South Carolina.



Mayor



Mayor Pro-Tem



Council

Council

Council

Attested:

Lorraine D. Abell

Town Clerk

Oct 12, 2009

Introduced

Nov. 9, 2009

Final Reading

ARTICLE IV. OUTDOOR BURNING

Sec. 30-106. Penalty for violation of article.

Any person who violates any of the provisions of this article shall be guilty of a misdemeanor and shall be subject to a fine or imprisonment in accordance with section 1-8.

(Ord. No. 94-3, § 12(a), 5-23-94)

Sec. 30-107. Compliance with article provisions.

No person shall kindle or maintain any open burning or authorize any such fire to be kindled or maintained within the unincorporated areas of the county, except as stated in this article.

(Ord. No. 94-3, § 1, 5-23-94)

Sec. 30-108. Location of residential yard debris burning.

Open burning of leaves, tree branches or yard trimmings on the premises of private residences and burned on those premises, must be located not less than 75 feet from any structure and not less than 75 feet from the property line and adequate provision is made to prevent the fire from spreading within 75 feet of any structure. Open burning for the purpose of land clearing or right-of-way maintenance must be conducted in accordance with the SC Department of Health and Environmental Control (DHEC) Air Quality Regulations 61-62.2 and 61-62.4 and S.C. Code 1976, § 48-35-10 et seq.

(Ord. No. 94-3, § 2, 5-23-94; Ord. No. 98-11, 12-8-98; Ord. No. 07-04, § 1, 5-22-2007)

Sec. 30-109. Attendant and fire extinguishing equipment required; notice to state forester; adherence to state law.

The burning must be constantly attended by a competent person until such fire is extinguished. Such person shall have a garden hose connected to a water supply, or other fire extinguishing equipment readily available for use. Proper notification shall be given to the state forester or his duly authorized representative or other persons designated by the state forester. The notice shall contain all information required by the state forester or his representative. The burning must be conducted in accordance with related state laws and regulations including, but not limited to, DHEC Air Quality Regulations 61-62.2 and 61-62.4 and S.C. Code 1976, § 48-35-10 et seq.

(Ord. No. 94-3, § 3, 5-23-94)

Sec. 30-110. Fires shall be prohibited as follows.

(a) The county fire service coordinator may prohibit open burning when atmospheric conditions, local circumstances or other conditions exist that would make such fires hazardous.

(b) The following materials shall not be burned in an open fire. Asphalt and asphaltic materials, paint, plastics, metals, treated wood, paper, petroleum products, demolition debris, dead animals, construction debris, household chemicals, household garbage, tires, trade waste and cardboard.

Hazardous or toxic materials shall not be burned.

(Ord. No. 94-3, § 10, 5-23-94)

Sec. 30-116. Civil and criminal liability.

The authorization to conduct an open burn does not relieve the individual responsible from civil or criminal liabilities resulting from the burning.

(Ord. No. 94-3, § 11, 5-23-94)

Sec. 30-117. Conflicts of article with state law.

The provisions of this article shall prevail and be controlling over provisions of state law if such is allowed by state law. Otherwise, if any conflict arises between the provisions of this article and any state law, the provisions of state law shall prevail and be controlling.

(Ord. No. 94-3, § 12, 5-23-94; Ord. No. 07-04, § 5, 5-22-2007)

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: December 8, 2009
TO: John Fechtel, Director of Public Works
FROM: Sheri Armstrong, Stormwater Manager
RE: Intergovernmental Agreements

In June 2009, Council approved a three year contract for professional services with MACTEC Engineering and Consulting, Inc. The scope of services for this contract includes components of the services to be paid by each of the seven MS4s located in Lexington County. An Intergovernmental Agreement is included as Exhibit A.

The Intergovernmental Agreement outlines responsibilities of the NPDES program, areas of partnership, and stream lines the implementation of the NPDES General Permit.

The seven MS4s located within Lexington County have approved the Intergovernmental Agreement with their respective Councils. This Intergovernmental Agreement has been reviewed by the County Attorney.

We ask that the Public Works Committee approve the Intergovernmental Agreement and report out at full Council.

Exhibit A

Intergovernmental Agreement Between the _____ and Lexington County Outlining the Implementation of the Stormwater Management Program (SWMP) in Support of the NPDES MS4 General Permit

WHEREAS, The NPDES Small Municipal Separate Storm Sewer System (SMS4) General Permit, hereby referred to as “General Permit” requires that a regulated SMS4 develop and implement a SWMP to address water quality concerns;

WHEREAS, Stormwater runoff is a source of pollution of waters in Lexington County (herein referred to as the County), and may add to existing flooding problems;

WHEREAS, The General Permit requires the development of a public education and involvement program about the impacts of stormwater discharges on water bodies and the steps that the public can take to reduce pollutants in stormwater runoff.

WHEREAS, The General Permit requires the development of an ordinance or other regulatory mechanism to require erosion and sediment controls, address post-construction runoff from new and redevelopment, and prohibit and prevent illicit discharges as well as sanctions to ensure compliance, to the extent allowable under State, Tribal, or local law;

WHEREAS, The General Permit requires the development of an operation and maintenance program that includes a training component with the ultimate goal of preventing or reducing pollutant runoff from municipal operations;

WHEREAS, The General Permit requires procedures for preventing additional water quality problems and reducing existing problems, including addressing impaired streams and streams with established Total Maximum Daily Loads (TMDLs);

WHEREAS, The General Permit allows the implementation of one or more of the permit minimum measures to be shared with, or fully taken over by, another entity;

WHEREAS, Cooperation between the _____ (herein referred to as the _____) and the County on the implementation of each entity’s SWMP program will help prevent additional water quantity and quality problems and may reduce existing problems;

WHEREAS, Cooperation between the _____ and the County on the implementation of each entity’s SWMP program providing a level of service that is beyond the traditional stormwater services covered by a Public Works Department prior to the establishment of the NPDES Phase II Program and the issuance of the General Permit. These services may require additional resources to fund the related implementation efforts;

WHEREAS, The General Permit requires procedures for receipt and consideration of information submitted by the public concerning construction site stormwater runoff;

WHEREAS, The County has adopted a Stormwater Management Ordinance, Land Development Manual and Illicit Discharge Manual that meets the requirements of the General Permit;

WHEREAS, The County has attained the services of a Consultant (CONSULTANT), to provide consultation and field services, hereby referred to as the “Scope of Services”, in order to remain in compliance with the General Permit;

WHEREAS, The cooperation between the County and the City on the implementation of each entity’s SWMP will provide consistency towards meeting the requirements of the General Permit;

WHEREAS, Allowing the _____ the opportunity to partner with the County on the activities specified in the CONSULTANT’S Scope of Services, creates consistency throughout Lexington County, and among each entity’s SWMP, with reduced costs as a result of this intergovernmental coordination and cooperation.

IT IS MUTUALLY AGREED THAT:

1. The County and the _____ will co-implement the Public Education and Outreach on Stormwater Impacts and Public Involvement/Participation minimum control measures through a contract with Clemson University’s Carolina Clear Program. Lexington County will pay the full contract price directly to Clemson University. The _____ agrees to reimburse the County for their portion of the contract amount based on population density. The _____ will be included on any contract price discussions between the County and Clemson University.
2. The _____ will be responsible for implementing the Illicit Discharge Detection and Elimination minimum control measure. The County will provide the _____ with the opportunity to cost share based on population density on illicit discharge programs and projects developed by the County and/or the County’s CONSULTANT. The _____ will be included on any price discussions for illicit discharge programs and projects between the County and/or its CONSULTANT.
3. The County will implement the Construction Site Stormwater Control and Post-Construction Storm Water Management in New Development and Redevelopment minimum control measures as outlined in a previous intergovernmental agreement. The _____ shall grant the County the right to implement the Construction Site Stormwater Runoff Control and the Post Construction Stormwater Management in New Development program within the _____ limits, under the conditions outlined in the previous intergovernmental agreement:
4. The _____ will be responsible for implementing the Pollution Prevention/Good Housekeeping for Municipal Operations minimum control measure. The County will provide the _____ with the opportunity to cost share based on population density on any Good Housekeeping programs and projects developed by the County’s consultant. The _____ will be included on any price discussions

for Pollution Prevention/Good Housekeeping material between the County and/or its CONSULTANT.

5. The County will provide administrative services related to the General Permit to include but not be limited to: negotiating scopes of service with a CONSULTANT of the County's choosing; processing CONSULTANT invoices; attending CONSULTANT progress meetings; and coordinating with the S.C. Department of Health and Environmental Control (DHEC) with regards to the requirements of the General Permit or other regulatory issues such as TMDLs.
6. The County will administer the parts of the SWMP agreed upon during contract negotiations with the CONSULTANT and listed in the Scope of Services on behalf of the _____ at a pro-rated cost of the total cost of services contracted to the CONSULTANT, based on the _____ population, as compared to the combined population of all participating MS4s (*Note: services related to the components of Construction and Post Construction Runoff Controls of the General Permit will be administered at no cost*). If at a later date additional costs to administer the program is considered (i.e. a new or expanded Scope of Services with the CONSULTANT) it cannot be added without an agreed upon amendment to this document.
7. The _____ shall adopt the County's Stormwater Ordinance allowing the County the ability to implement the CONSULTANT'S Scope of Services within the _____ limits.
8. The _____ will cooperate with requests from and communication with the CONSULTANT, to include but not be limited to providing GIS and other information (when allowable under _____ policy), and attending planning and informational meetings.
9. There will continue to be dual enforcement between the County and the _____ concerning noncompliance issues related to the Stormwater Management Ordinance.
10. The _____ will grant the County signatory authority for the General Permit's annual report in accordance with the signatory requirements of Section 122.22 of SC Regulation 61-9. The City will be responsible for submitting necessary information to the County required for submittal of the annual report.
11. The _____ acknowledges that if the County and/or its CONSULTANT do not meet the requirements set forth in the General Permit that the _____ will still be held responsible for the requirements of the General Permit and be subject to the penalties associated with noncompliance. The County will have no liability to the _____ for failing to meet the General Permit requirements.
12. This agreement is effective as to each party at the date and time of signing of the contract with the CONSULTANT and will continue until Lexington County chooses to discontinue its services agreement with the CONSULTANT.

13. The participation of any party may be terminated at the discretion of either the City or the County by providing written notice to all other parties including the S.C. Department of Health and Environmental Control. Any such rescission or termination will become effective 60 days upon receipt by the other parties.

14. This agreement may be amended by the written agreement of all parties. Each party agrees that any and all successors in interest to their office will be similarly bound by the terms of this agreement without necessitating execution of any amendment. Failure for a successor in office to terminate as described herein shall be a consent and approval of this agreement.

The County and the _____, by the undersigned with competent authority, hereby consent to the terms of and agree to be bound by this Agreement.

Lexington County Administrator

Date

Chair, Lexington County Council

Date

_____ Manager

Date

Mayor, _____

Date

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COUNTY OF LEXINGTON
PUBLIC WORKS DEPARTMENT
ENGINEERING

Memorandum

To: Katherine Hubbard
County Administrator

From: John Fechtel, Public Works Director
Assistant County Administrator

Date: 11/23/2009

Re: Closing of a Portion of Old Bush River Road

Attached is a request (Exhibit A) to close approximately 278 feet at the end of Old Bush River Road. Exhibit B is an aerial depicting the closure and showing 187' from the intersection of Lazy Creek Court remaining public. This partial legal closure is being paid for by the property owners, not the County.

Mr. Raymond Long (parcel labeled Long) has made several contacts with staff and has indicated he did not like the other property owners putting up a "Privately Maintained" sign on the road and may object to the closing. Since this is a private action, we did not send out letters nor post the road as we do when we initiate a closing.

At this time, staff does not object to the legal closure and recommends County Council approve it.

RECEIVED

NOV 09 2009

Craig Law Firm, P.C.

Attorneys & Counselors at Law
2001 Assembly Street, Suite 201
Columbia, South Carolina 29201
Post Office Box 11245
Columbia, South Carolina 29211
November 4, 2009

LEXINGTON COUNTY
ENGINEERING DEPARTMENT (803) 252-5178
Fax (803) 252-5283

James P. Craig
Charlie M. Bru Pender
J. Kevin Craig

[Via U.S. Mail and Fax 803-785-8593]

Exhibit A

Mr. John Fechtel
Department of Public Works
440 Ball Park Road
Lexington, South Carolina 29072

Re: Amendment to Request to County Council
Section of Old Bush River Road
Lexington, South Carolina

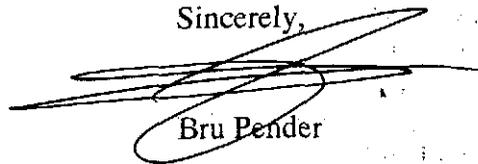
Dear Mr. Fechtel:

I hope this letter finds you doing well and I am writing as follow up to my October 29, 2009 letter to you in regards to the request to County Council for the closing of a portion of Old Bush River as a public road. I am writing today to slightly modify my previous request and the modification is only relative to the approximate distance of Old Bush River to be closed as a public road. Attached to this letter, you will please find a plat prepared for Curtis Shealy, dated March 12, 1979 which contains the parcels of land which are currently owned by Shealy, Allen and Yates. The attached plat corresponds with the aerial photo which was attached to my October 29, 2009 and reflects the same portion of Old Bush River Road which my client, William C. Allen, Jr. (hereinafter "Allen), seeks to have closed to the public and to be deemed private. The point of beginning is identified on the attached plat as iron pin "C-2" and please note that iron pin "C-2" is the same point of beginning as notated on the aerial photo delivered in my October 29th letter. The only difference is the distance calculation of the road to be closed. Based upon the plat prepared for Curtis Shealy as measured by the points of "C-2" to "C-2a" and "C-2a" to "C-3", the total distance of the portion of Old Bush River Road to be closed is approximately 239.60 feet. Otherwise, my there are no other changes to my client's request and we anticipate proceeding with the commencement of an action pursuant to S.C. Code Ann. §57-9-10 et. seq. for closing of a public road once the matter has been submitted to county counsel.

If you have any questions, comments or need additional information, please feel free to contact me at the above listed number.

With kindest regards, I am,

Sincerely,



Bru Pender

BP/sg

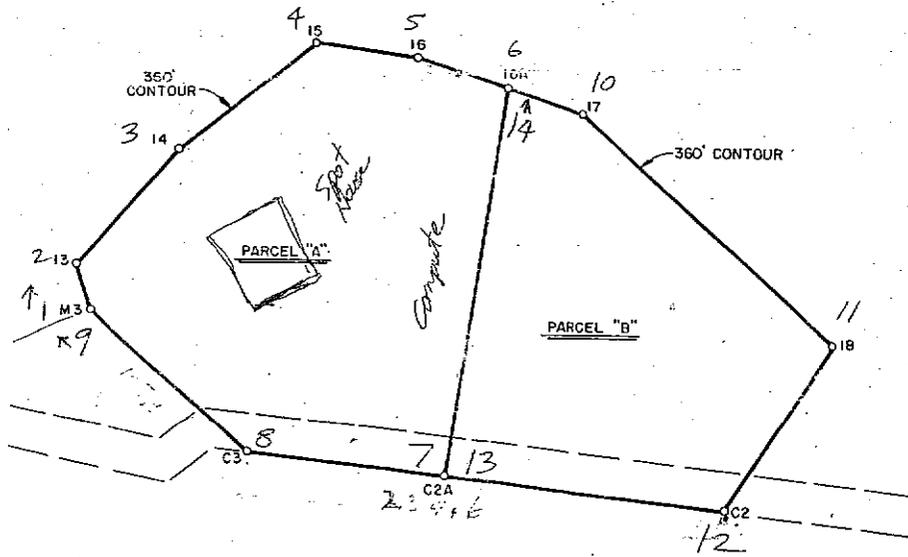
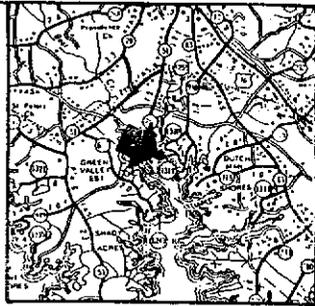
Cc: Dcsa Ballard (desab@desaballard.com)
Jeff Anderson (jeff@oldcourthouse.com)
Don Rumbaugh (drumbaugh@lex-co.com)

PARCEL "A" 0.73 ACRE		
FROM - TO	BEARING	DIST.
M3 - 13	N18°45'W	23.60'
13 - 14	N41°22'E	77.90'
14 - 15	N50°53'E	85.60'
15 - 16	S83°21'E	51.50'
16 - 16A	S70°04'E	47.10'
16A - C2A	S08°42'W	197.99'
C2A - C3	N83°49'W	100.00'
C3 - M3	N46°36'W	105.00'

PARCE "B" 0.58 ACRE		
FROM - TO	BEARING	DIST.
16A - 17	S70°04'E	40.00'
17 - 18	S47°39'E	167.60'
18 - C2	S32°00'W	99.30'
C2 - C2A	N83°49'W	139.60'
C2A - 16A	N08°42'E	197.99'

DISK 18 MAP CK 100

LEXINGTON COUNTY
SCHOOL DIST. NO. 5



PLAT PREPARED FOR CURTIS SHEALY

SCALE: 1" = 60'

REFERENCE PLAT: LANDS OF LINDLER &
KORN OPTION NOS. 363 & 380 BY
SCE&G CQ DATED 2-15-63.

DATE: 3-12-79

001177-01-D-5 Parcel A

Craig Law Firm, P.C.

Attorneys & Counselors at Law

2001 Assembly Street, Suite 201

Columbia, South Carolina 29201

Post Office Box 11245

Columbia, South Carolina 29211

COPY

James P. Craig
Charlie M. Bru Pender
J. Kevin Craig

Phone (803) 252-5178

Fax (803) 252-5283

October 29, 2009

[Via U.S. Mail and Fax 803-785-8593]

Mr. John Fechtel
Department of Public Works
440 Ball Park Road
Lexington, South Carolina 29072

Re: Follow Up to Meeting/Request to County Council
Section of Old Bush River Road
Lexington, South Carolina

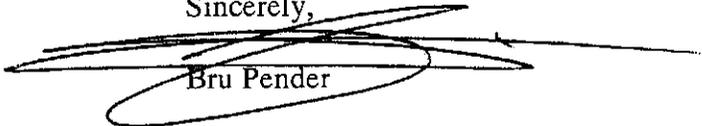
Dear Mr. Fechtel:

I want to thank you, Don Rumbaugh and Jeff Anderson, Esq. for taking time out of your busy schedule last week to meet with myself and Desa Ballard to review and discuss having the previously unpaved portion of Old Bush River Road which presently provides access to my client's property designated as a privately maintained road. Although we reserve the right to assert that the portion of Old Bush River Road in question is not a public road, we recognize that petitioning to close the road as discussed appears to be the most effective route to pursue. Accordingly, please accept this written request on behalf of my client, William C. Allen (hereinafter "Allen"), for submission to County Council for the closing of approximately 465 feet of Old Bush River Road as a public road and for the affected portion to be deemed a privately maintained road. For your benefit and review, I have enclosed with this letter a aerial photograph which clearly marks the point of beginning which Allen seeks to have closed to the public and to be deemed a private road. Additionally and as discussed in our meeting, once the matter has been submitted to County Council and we have confirmation from you that there will be no formal opposition to closing the portion of Old Bush River Road as indicated herein, we will then proceed with commencing an action pursuant to S.C. Code Ann. §57-910 et.seq. for closing a public road. Once we commence the action, I will coordinate the service of the pleadings with Jeff Anderson, Esq, as the attorney for Lexington County in hopes that we can move this matter along expeditiously.

By copy of this letter I am advising both Jeff Anderson, Esq. and Don Rumbaugh of my correspondence to you and if you have any questions, comments or need additional information, please feel free to contact me at the above listed number.

With kindest regards, I am,

Sincerely,



Bru Pender

BP/sg

Cc: Desa Ballard (desab@desaballard.com)

Jeff Anderson (jeff@oldcourthouse.com)

Don Rumbaugh (drumbaugh@lex-co.com)



SHEALY

ALLEN

YATES

SCE&G

187' OF COUNTY ROAD

278' PORTION OF OLD BUSH RIVER ROAD PROPOSED TO BE CLOSED

McCARTHA

LONG

Old Bush River Rd

Lazy Creek Ct





COUNTY OF LEXINGTON
PUBLIC WORKS DEPARTMENT
ENGINEERING

Memorandum

To: Katherine Hubbard
County Administrator

From: John Fechtel, Public Works Director
Assistant County Administrator

Date: 11/23/2009

Re: Lexington County Recreation and Aging Request

The Lexington County Recreation Commission is requesting funding (see attached Exhibit "A") for road improvements for their new tennis complex at 12th Street and Saxe Gotha Drive. The River Alliance also plans to co-locate on this same proposed road (see attached letter, Exhibit "B") and Mike Dawson details their involvement.

Attachment "C" is a map which depicts this project. The tennis courts will be located in the area blocked out with the letters RG. The River Alliance portion is blocked out with the letters RA. The portion shown as SCE&G is being graded for future commercial development. The proposed road is shown in the orange color (Phase I) and in purple (Phase II). SCE&G is designing the road and constructing the Phase I portion, approximately 1300'. The Phase II is approximately 860' and the estimated construction cost is \$229,000.00.

Presently we have \$468,358.00 available in the "C" Fund Special Project Account (2700-121302-539900). We had a carry-over of \$204,208.00 from FY 08-09.

Since the property is in the floodplain, the road and the tennis complex is requiring a lot of fill dirt. Public Works recommends County Council approve \$100,000 towards this project and we would reimburse the Recreation Commission as construction on Phase II is accomplished.

Exhibit A

November 12, 2009

**Mr. John Fechtel
Public Works Director
County of Lexington Public Works Director
440 Ball Park Road
Lexington, SC 29072**

Dear Mr. Fechtel,

The Lexington County Recreation and Aging Commission is inquiring about the County providing funding assistance for the construction of Saxe Gotha Drive running east from the 12th street extension toward state road. The Commission is constructing a twenty-three court tennis complex and clubhouse in partnership with the City of Cayce at an estimated cost of \$4.6 million. SCE&G has committed to construct the roadway to the entrance of the tennis complex as part of the lease. This is approximately 1300 linear feet in length.

The Commission would appreciate funding from the County to extend Saxe Gotha Drive the additional 860 feet to the River Alliance History Park Project. The completion of Saxe Gotha Drive will provide access and allow the opportunity for future development of the area. The new tennis complex along with the planned River Alliance visitor center at the History Park will generate an additional economic impact for Lexington County.

Thank you for your assistance and if you have any questions please contact me at 359-9961.

Sincerely,



**Randy H. Gibson
Executive Director**



Exhibit B

THE RIVER ALLIANCE

What 90 miles of river can be.

John Fechtel
Director of Public Works
440 Ball Park Road
Lexington, South Carolina 29072-2440

Subject: Saxe Gotha Drive Extension Project

John:

Per our recent discussion, the River Alliance requests that priority be given to constructing an access road to the new activity areas near Congaree Creek. This project would run east from the current intersection of Saxe Gotha Drive and 12th Street generally following the current gravel road and should continue to the edge of the flood plain.

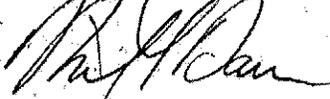
Our primary interest in the Congaree Creek Area is the 12,000 Year History Park Project and its connections to the Three Rivers Greenway System. We are currently in final negotiation with SCANA Corporation for the public access needed for the project. This new road would become our primary vehicle access off the Interstate System. If we can create positive interstate access, the study, "12,000 Year History Park Development Feasibility and Target Market Identification," predicts visitation ranges starting at 179,000 per year. We believe that after the completion of the park we will meet and exceed this number.

Our additional interest is access for the Lexington County Recreation and Aging Commission Tennis Complex just below the new road and adjacent to our intended visitor facilities. We plan close coordination with their program and activities and see the potential of partnership. This new road supports their needs and allows us to plan the History Park in concert with their facility.

Our final interest is in access to the development potential of what is currently SCANA property east of 12th Street and North of the proposed road. We know from our experience that the History Park and its connecting Greenway will bring visitors and residential development. Construction of this road now will spur this access and development. This Congaree Creek area holds wonderful potential for cultural, recreational, residential and tax base development connected to the rivers.

We ask that you consider the Saxe Gotha Drive Extension Project as a priority project for construction.

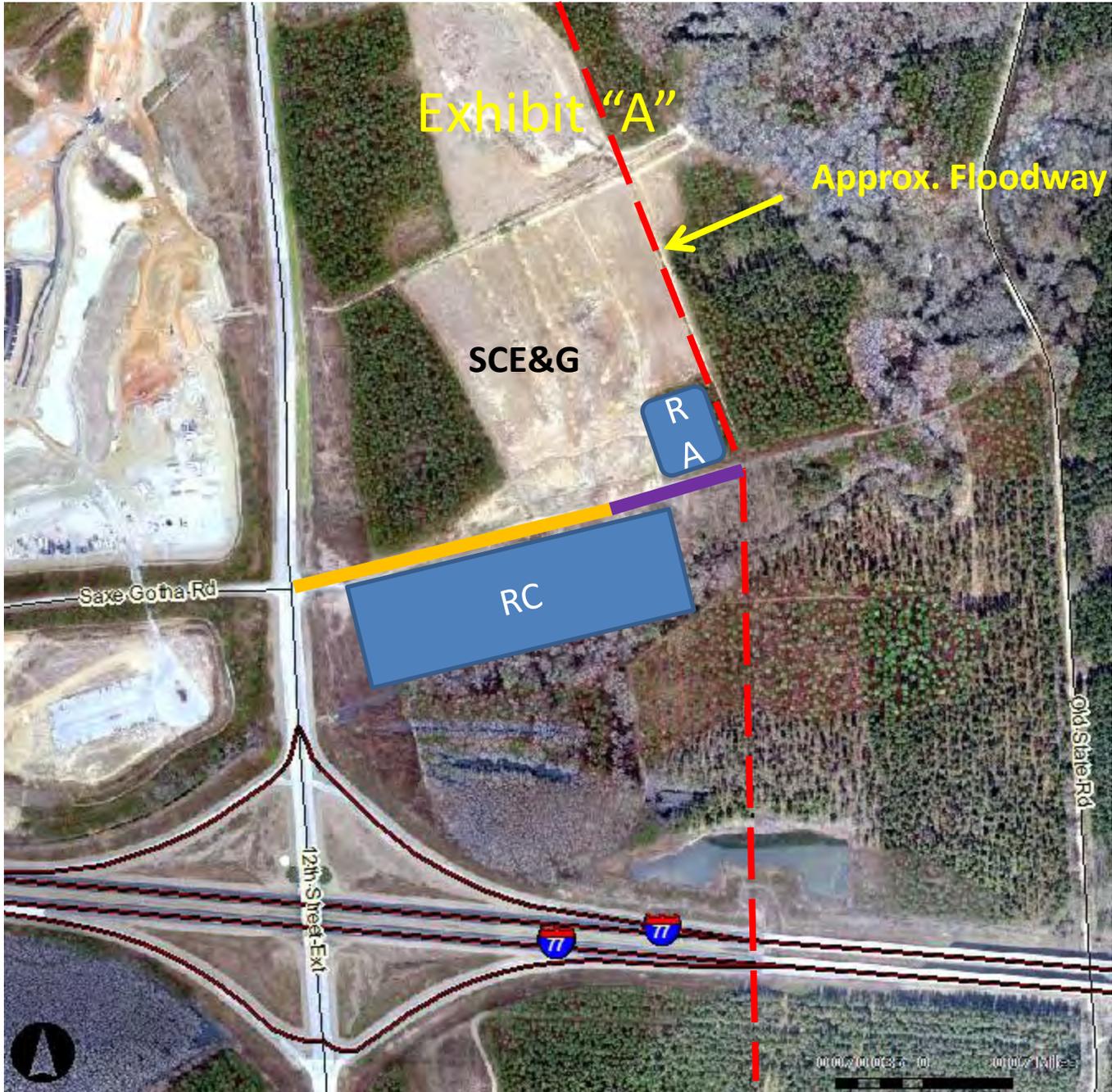
Sincerely,



Michael T. Dawson
Chief Executive Officer

Enclosure: 12,000 Year History Park Project Map

Cc: Debbie Summers, Chair of Lexington County Council
Todd Cullum, Councilman, Lexington County Council
Randy Gibson, Executive Director, Lexington County Recreation Commission



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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LEXINGTON COUNTY TRANSIT SUMMIT REPORT

Executive Summary

On October 16, 2009, approximately 85 citizens responded to an invitation from Debbie Summers, Lexington County Council Chairperson, to participate in a Transit Summit. The purpose was to begin a discussion of transit needs and possibilities for the county that would inform Lexington County Council. Participants in the Summit represented Business, Education, County Government, Municipal Government, Faith Communities, Human Service Organizations, Transit Providers and Planners, and Riders & Potential Riders.

Many people were participating for the first time in a discussion of transit needs, benefits and options. The Business Community had a particularly strong representation. The participants recognized benefits of transit in coping with rapid growth in Lexington County in facilitating access to jobs, services, education, churches, and recreation; preventing isolation of elderly and disabled citizens; helping to relieve traffic congestion and costs of road maintenance; improving air quality; lessening the burden of transportation costs for families; and improving quality of life.

Speakers represented actual experience with transit that is working, including fixed route bus services based on key destinations (Orangeburg County) and collaborative partnerships with educational institutions, communities, and employers (Clemson CAT); coordinated van service (Lower Savannah COG); express bus service (Newberry COA); commuter rail (Charlotte and Nashville examples and Midlands plans); funding public transit (Charleston); and positive impacts on air quality (DHEC).

Small group discussions produced extensive lists of ideas, and evaluations indicated a consensus that Lexington County needs transit now, and Lexington County Council should take the lead in developing a plan of action. The group of business leaders pointed out that Lexington County is known for being progressive in schools, zoning and land use planning, and ordinances that serve the people's interests, but transit is an area where we are lagging behind. A high level of energy was evident throughout the day in both formal discussion and informal interactions, and one participant said she had never been in such a group of "can do" people. A large number of participants indicated their desire to be involved in follow-up action from the Summit.

Conclusions:

1. Lexington County needs transit to address issues of growth, traffic congestion, economic development, air quality, and quality of life. The response

in Summit attendance and the high-energy participation shows a clear interest in and support for developing workable public transit in Lexington County.

2. The need for transit affects all elements of the population--business, education, municipal and county government, human service organizations, faith communities, as well as riders and transit planners and providers.
3. Presentations illustrated doable approaches to public transit to fit the needs of rural areas and small communities as well as urban and suburban areas of the County.
4. Lexington County Council is the appropriate body to take the lead in planning for transit that serves the county and connects with regional transit initiatives.
5. Capable and willing resource people are available to assist Lexington County in planning and developing transit options.
6. Support and cooperation of Lexington County municipalities will be key to developing a viable transit system.

RECOMMENDATIONS

1. County Council should appoint a committee that includes both Council members and citizens to carry forward the momentum of the Summit.
2. Council should charge the committee with outlining next steps and means of accomplishing those for Council consideration.
3. The committee should explore the experience of Charleston County in achieving funding for transit and other transportation needs.
4. Immediate attention should be given to sustaining the limited transit now serving Lexington County.

LEXINGTON COUNTY TRANSIT SUMMIT REPORT

On October 16, 2009, Lexington County Council held a Transit Summit in the Town of Lexington Municipal Complex.

BACKGROUND and NEED

Projections indicate that Lexington County's population growth over the next 20 years will be the equivalent of putting a city the size of Columbia into Lexington County. There will never be enough money to build enough roads to meet all of the demand. The annual net dollars available through the Council of Governments for funding road projects in the Midlands area (about \$7 million) would widen about one mile of road.

Even if all desired roads could be built, the transportation needs of many people would not be met. The average commuting time in our area will soon be around 50 minutes. Owning an automobile costs a family around \$8500 annually, a cost too high for some citizens who need to get to their jobs. The growing elderly population will include citizens who are not comfortable driving, but their need to access medical care, keep other appointments, and remain active in their communities will not diminish.

Those who monitor air quality tell us that Lexington County may soon be in non-attainment status on federal standards of air quality. The consequences include added health risks for respiratory illness and lack of access to federal transportation funds.

Since the transfer of the operation of the Columbia City Bus System to the Central Midlands Regional Transit Authority (CMRTA) in 2002, Lexington County and its municipalities have been represented on the CMRTA Board. Butch Spires, a Lexington County resident, was the first CMRTA Board Chairman. Mr. Spires was a tireless and effective advocate for creating a regional transportation system.

With the payment of the last installment of the transition funds from SCE&G in October 2009, financial participation from local jurisdictions was needed to sustain and improve service. Several joint meetings of Cayce, West Columbia, and Lexington County officials had been held, but no agreement was reached on contributions to CMRTA. As of October 2009, voting membership on the CMRTA Board was restricted by an intergovernmental agreement among Richland County, City of Columbia, and CMRTA to jurisdictions financially participating in the system. Non-voting memberships were allowed for jurisdictions that were providing no financial support, with a process for returning to voting status with financial participation.

Plan of action

Debbie Summers, Lexington County Council Chair, decided that the best thinking of people in our county was needed to shape a public transit system that addresses the needs and is a good fit for our rural, suburban, and increasingly urban areas. A planning committee was convened composed of representatives of business, municipal and county government, education, human service organizations, faith communities, transportation providers and planners, and riders or potential riders. [Appendix 1-Program and Planning Committee]

The planning committee set outcomes expected as a result of the Transit Summit to be:

1. A list of ideas for shaping public transit in Lexington County
2. A core group of people willing to work on a Lexington County public transit plan
3. Identified resource people to assist in the planning.

The ultimate goal is a system of public transit that fits the needs of Lexington County and its municipalities.

The Planning Committee developed an invitation list including all of the stakeholder groups. The hoped-for number of participants was 64, to allow for broad participation as well as small group discussion. Approximately 85 people participated.

RESOURCE PEOPLE – Outcome #3

Chairman Debbie Summers and Planning Director Charlie Compton set the stage for the Summit with information on growth and technology development.

Speakers were invited who had first hand experience in a variety of types of transit that are working in places that have similar conditions and needs to those in Lexington County.

Al Babinicz, executive director of the Clemson Area Transit System (CAT), provided the keynote address. Al leads a model university/city transit system that has achieved a unique status as the largest fare-free public transit system in America. CAT was voted the “Best Transit System in South Carolina” twice by SCDOT, operates twenty-six (26) buses serving three counties, five municipalities and four universities.

Al's involvement with Public Transportation began in the 1970's after graduating from Purdue University and obtaining an MBA from Syracuse University. He participated in the implementation of one of the first Regional Transportation Authorities in America: The Central New York Regional Transportation Authority and went on to serve in the Transit Industry's Public and Private Sectors. He has engaged in many activities in support of mass transit including the creation of the

“Fare-Free Transit Model” recognized as the “Clemson Model” case study by the Transportation Research Board’s National Research Council. Babinicz was selected by FTA to participate as one of only twelve individuals across America to visit Eastern Europe and Russia on a Mass Transit Study Mission. CAT’s many awards and recognitions include outstanding contributions in promoting ethnic diversity, Regional Cooperation Award from the South Carolina Association of Counties, International City/County Management Association ICAM Excellence Award.

Al gave an overview of a transit system that is known for its success at building community partnerships with businesses and educational institutions to provide services that link small communities with nearby urban areas and colleges. He provided information on available and potential funding sources.

A panel of presentations on a variety of transit models and issues included:

Coordinated van service was presented by Lynnda Basham, who is currently Director of Human Services at the Lower Savannah Council of Governments in Aiken, SC. In that position, she supervises a range of programs linking older adults, people with disabilities and people seeking transportation to information and resources. She has been involved for the past eight years in LSCOG’s pioneering work in the area of development and coordination of regional public, human service and private transportation systems. Lynnda directs two national grant programs that are helping the Lower Savannah Council of Governments design and develop a model travel management coordination center. This center will provide mobility management services, including transportation information and assistance to individuals and will facilitate coordination of the regional transportation network using new technology. Lynnda currently serves on the Advisory Committee for the National Center on Human Service Transportation Coordination and is a newly elected member of the Community Transportation Association of America’s State Delegate Council and a board member of the Transportation Association of South Carolina.

The coordinated van service in Lower Savannah pools the available special population vans, e.g. Council on Aging, to provide transport to any citizen needing scheduled service to meet needs such as medical appointments and grocery shopping.

Orangeburg transit plan was presented by Harold M. Young, who is the Deputy County Administrator of Community Development for Orangeburg County, SC. Harold has 13 years of planning and community development experience. He is a native of Cordova, SC and holds a Bachelor’s degree in Business Administration from the University of South Carolina-Aiken and a Master’s degree in Business Management from Southern Wesleyan University. Harold is a current member of the American Planning Association (APA), and is an active member of the South Carolina Planning Chapter.

The Orangeburg Transit Plan has recently initiated service, beginning with two fixed routes that serve key destinations in the county. A Downtown Circular Service is provided in the city of Orangeburg and a Paratransit Commuter Service runs through both Orangeburg and Calhoun counties. The downtown system includes two separate routes. A commuter bus route, providing service from each county to the Hillcrest Recreation Area, OC Tech and Walmart, will feed riders into the downtown route, allowing access to Edisto Memorial Gardens plus Claflin University, S.C. State University and Southern Methodist College.

Express Bus Service was described by Adele Pope, an attorney from Newberry, SC, who rides the SmartRide bus daily to her office in Columbia. She cited her increase in productive time, working on her computer en route, and the added quality of her workday without the stresses of commuting by automobile.

Commuter Passenger Rail was presented by Lill Mood. Lill is a retired public health nurse who is investing her volunteer time in public transportation, working with the CMRTA Board; the CMCOG Rail Advisory Committee; United Way of the Midlands Food, Shelter, Safety and Transportation Community Council; Greater Columbia Chamber of Commerce Transportation Steering Committee; AARP Mobility Volunteers; Carolinas Association of Passenger Trains; League of Women Voters; and Midlands Friends of Public Transit.

Lill described two operating commuter rail projects in NC and Tennessee and gave information on the plans for commuter rail in the Midlands of SC, which includes two routes through Lexington County—Newberry to Columbia and Batesburg-Leesville to Columbia. She showed evidence of the economic development stimulus at passenger rail stops.

Funding Transit. Kurt Taylor described the process used in Charleston SC to achieve a dedicated funding source for public transit, and the resulting improvements and extension of service. Kurt is the Assistant Charleston County Administrator for Transportation and Emergency Management. He is a former Deputy Charleston County Attorney, Member, North Charleston City Council 1997-present, Member, Board of Directors, Charleston Area Regional Transportation Authority (CARTA), and chairs the CARTA Passenger Intermodal Center Project Committee. Kurt is a Graduate of USC Law School and the College of Charleston.

Air Quality issues were discussed by Myra Reece, who has been the Chief of South Carolina DHEC's (Department of Health & Environmental Control) Bureau of Air Quality since June 2004. Reece previously served as District Director of the Edisto Savannah Environmental Quality Control District in Aiken. She joined DHEC 24 years ago as the Lower Savannah EQC District Laboratory Manager. Reece received a bachelor's degree in microbiology from Clemson University and a master's degree in public health with an emphasis on hazardous materials

management from the University of South Carolina. She has obtained professional certification as a Certified Hazardous Materials Manager (CHMM). Myra explained the consequences of non-attainment of federal air quality standards and said that public transportation is the answer to the air quality problems in the Midlands of SC.

Other resource people participated in the small group discussions, including Representative Walton McLeod, representatives from SCDOT Mass Transit, CMRTA, CMCOG, and a staff person from Representative Joe Wilson's office.

IDEAS FOR SHAPING PUBLIC TRANSIT IN LEXINGTON COUNTY – Outcome #1

Two sets of small group discussions addressed the following questions:

1. How does transit fit into what we do?
2. What motivation is there for Lexington County to be involved in transit development?
3. What benefits do you see in public transit?
4. What should our next steps be?

The first two questions were discussed at tables of participants from a single stakeholder group, e.g. business, municipal government, etc. The second two questions were discussed in groups of mixed stakeholders. The discussions were energetic and productive.

Key ideas that emerged from several groups are the linkages between transit and economic development, air quality, and quality of life. The Business Community spoke to the impact of transit creating a better, more efficient workforce and promoting capital investment. The Municipal and County Government groups addressed impacts on road costs, congestion, and fuel demand. Human Service Organizations and Faith Communities linked transit with access to services and meeting needs of a growing elderly population. Riders added that transit helps to build community.

A compilation of the ideas from the small groups is included in Appendix 2.

At the end of the day's program, participants were asked to respond to several questions posed by Charlie Compton. Participants recorded their responses with hand-held voting devices, kindly loaned to the Summit by Lexington School District #1. The group voting results were displayed for all participants to see. Responses indicated:

1. An overwhelming majority thinks limited transit and heavy traffic are affecting quality of life in Lexington County.
2. A large majority believes more rubber tire transit is needed throughout the County in the next 5 years.

3. Most think commuter rail is essential or important for the future of Lexington County.

4. A large proportion indicated a willingness to ride all forms of transit. Most popular specific modes were commuter train and shared ride/van pool.

5. A clear majority thinks Lexington County should financially support a public transit authority with sales tax revenue.

A chart of the keypad questions and responses are found in Appendix 3.

Evaluation forms completed by participants asked: "One idea I am taking home from the Summit is..."

Responses included:

"The need will only increase."

"Educate my community about the benefits that a public transit could offer."

"There is a great potential for a mass transit system."

"Overall impact/benefits of mass transit down to individual level from different perspectives."

"Making sure County Council sees both need for and provides for public transportation."

"Lexington County must have and support public transit in order to continue to prosper."

"Public transit is needed."

"Better understanding of the various problems."

"I am proud to be part of a community that would successfully take on this topic."

"New ideas for education on benefits of transit."

"Lexington is interested in public transit...and will be taking steps towards that."

"Let's do it!"

In response to a question of what ideas were missed in the Summit, responses included:

"Need to involve public and private stakeholders."

"The leaders in Lexington County desperately need a plan for selling public transportation to the citizens of the Lexington County."

"Lexington needs a public transportation system."

"TALKING UP idea of a rail system."

"How collaboration can greatly benefit and expedite the public transit process."

"Everyone agrees on the **need!** Extensiveness of systems that we may be able to "piggy back" from and/or mimic."

"Transit is a real possibility in Lexington County."

"Air quality concerns."

"A transit service is really needed in Lexington County."

"How transit impacts health care costs."

"Public transportation is very important in the very near future."

“Commuter trains and bus routes of the 50s and 60s need to return.”

A summary of the evaluation results is found in Appendix 4.

In addition to ideas produced at the Summit, Aaron Bell from CMCOG has been conducting community meetings in relation to the Regional Transportation plan. Comments on transit from citizens in Lexington County will be made available at a later date.

INTERESTED CITIZENS FOR NEXT STEPS – Outcome #2

Attendance at the Transit Summit indicated a compelling interest in and desire for public transit from Lexington County citizens from a wide range of perspectives. (Appendix 5: Attendance list)

Evaluation forms completed by participants asked whether participants want to be involved in future transit planning. Of the 35 participants completing evaluations, twenty-eight (28) said they “definitely” wanted to be involved, and 5 said “maybe.”

Comments on the evaluations reflected the same enthusiasm recorded in the small group discussions. For example:

“I felt this was a success. The participation was wonderful.”

“Great first start in tackling important issue.”

“Honored to be part of the discussion.”

“Excellent. Thanks for the opportunity. I enjoyed it.”

“Very exciting to think of the possibilities for Lexington County.”

“I volunteer to chair or serve on a public education and marketing committee.”

“Excellent job, everyone! Thank you for leading and organizing. The number of people who gave their day shows the excitement.”

“Very good presenters. Very broad representation of ideas.”

“Excellent program for agenda’s. Very informed.”

“This must be done!”

“We can do this, we should do this, so let’s do it!”

Participant evaluations also asked important questions:

“Who will champion keeping this going?”

How do we build political will to take action?”

CONCLUSIONS AND RECOMMENDATIONS

Conclusions:

1. Lexington County needs transit to address issues of growth, traffic congestion, economic development, air quality, and quality of life. The response

in Summit attendance and the high-energy participation shows a clear interest in and support for developing workable public transit in Lexington County.

2. The need for transit affects all elements of the population--business, education, municipal and county government, human service organizations, faith communities, as well as riders and transit planners and providers.
3. Presentations illustrated doable approaches to public transit to fit the needs of rural areas and small communities as well as urban and suburban areas of the County.
4. Lexington County Council is the appropriate body to take the lead in planning for transit that serves the county and connects with regional transit initiatives.
5. Capable and willing resource people are available to assist Lexington County in planning and developing transit options.
6. Support and cooperation of Lexington County municipalities will be key to developing a viable transit system.

RECOMMENDATIONS

1. County Council should appoint a committee that includes both Council members and citizens to carry forward the momentum of the Summit.
2. Council should charge the committee with outlining next steps and means of accomplishing those for Council consideration.
3. The committee should explore the experience of Charleston County in achieving funding for transit and other transportation needs.
4. Immediate attention should be given to sustaining the limited transit now serving Lexington County.

Appendices:

1. Program and Planning Committee
2. Small group ideas
3. Keypad questions and responses
4. Evaluation results
5. Attendance list

APPENDIX 1

LEXINGTON COUNTY TRANSIT SUMMIT
Lexington Municipal Complex
111 Maiden Lane, Lexington SC
October 16, 2009

8:45 – 9 AM	Welcome and Purpose	Debbie Summers, Lexington County Council Chair
9 – 9:45 AM	Keynote Address	Al Babinicz, Director of Clemson Area Transit System (CATS)
9:45 – 10:15 AM	Small group discussion How does transit fit into what we do? What motivation is there for Lexington County to be involved in transit development?	
10:15 – 10:30 AM	BREAK—return to second table assignment	
10:30 – 12 NOON	Panel presentation: (10 – 15 minutes each)	
	Coordinated Van Service	Lynda Bassham, Lower Savannah Council of Governments
	Express bus	Adele Pope, Attorney and SmartRide rider
	Commuter rail	Lill Mood, CMCOG Rail Advisory Committee
	Funding local transit	Kurt Taylor, Charleston County Deputy Administrator
	Air Quality Issues	Myra Reece, DHEC Bureau of Air Quality
	Orangeburg Transit Plan	Harold Young, Deputy Administrator for Community Development
12 – 12:30 PM	Small group discussion What benefits do you see in public transit? What should our next steps be?	
12:30 – 2 PM	BOX LUNCH	
	Questions for keypad audience response	Charlie Compton, Lexington County Planning
	Wrap-up	Debbie Summers

Optional tours of hydrogen cell bus in Municipal Complex parking lot.

THE PLANNING COMMITTEE THANKS:

Town of Lexington for the conference facilities

Veolia Transportation for the box lunch

Lexington County for bottled water and coffee

CMCOG for the posters

CMRTA and USC for making the hydrogen fuel cell bus available

All of our program presenters

PLANNING COMMITTEE MEMBERS

Debbie Summers, Lexington County Council, Chair

Barbara Charles, Lexington County Health Department

Charlie Compton, Lexington County Planning

Greg Frohnappel, Lexington County DSS

John Gibbons, Mayor, Irmo

Randy Halfacre, Jim Duckett, and Stuart Ford, Town of Lexington

Jessica Hendrix, Lexington County Assistant to the County Administrator

Lill Mood, Chapin Volunteer

Rev. Diane Moseley, Director, Killingsworth

Cathy Novinger, Greater Columbia Chamber of Commerce

Elise Partin, Mayor, Cayce

Pat Smith, Mayor, and Natalie McElvey, Springdale

Norm Whitaker, Central Midlands Council of Governments

Dr. Sonny White, President, Midlands TEC

Synithia Williams, Lexington County Air Quality

APPENDIX 2

Lexington County Transit Summit

October 16, 2009

Small Group Discussions – Early Morning

(For these two questions participants were grouped according to their interests, vocations, and expertise.)

How does transit fit into the Business Community?

Reduce the number of cars on the road
Getting people to jobs, including park-and-ride systems
Improve environment, public health, and economy
Harder for businesses to get customers in and out
Create a better, more efficient workforce
Cost savings to companies and employees
Recruiting of employees
Zoning impact – transit-oriented development
Acceptance of transit – perception
Promotion of capital investment and removing constraints
Allocation of costs / unloading business
Air quality standards
Costs of traffic accidents

What motivation is there for Lexington County to be involved in transit development?

Reducing congestion
Air quality non-attainment – regional impact
Save money if done properly
Economic development
Accessibility of resources and services
Quality of life
Absence is inconsistent to our perception of ourselves
Progressive = mass transit
Accessibility to jobs
Bring more companies to the area
Shut down one lane and direct traffic in the same way
Hurts business because clients can not get there
Lexington is growing – need a way to reach outer areas of County
Maintain the reason people move here. It's a great place to live.
Putting in more larger roads does not solve problem. It just costs more money.
Make it convenient and safe
Younger generation is greener and they are proud of it. Will they come to a community without public transit?

How does transit fit into Municipal Government?

Paramount of us to shape travel patterns and multi-modal opportunities
Connectivity/congestion

Obligation to assist transportation to masses, and movement of people
 Responsibility to identify “drivers”: zoning, infrastructure
 Responsibility to find where the people want to go
 Responsibility to identify more routes instead of higher capacity on well traveled routes
 Ideally identify how those who don’t “need” mass transit will utilize it
 Make public transit easily accessible and user friendly
 Find ways to infuse and encourage public transportation for children/younger generation
 Road cost
 Employment opportunities
 Reduce isolation from other communities
 Senior population growing
 Need public support / political will – efficiency

What motivation is there for Lexington County to be involved in transit development?

County has responsibility and also larger burden because of numbers of rural areas
 Growing population, and population with lower means for transportation
 Identify where majority of people need to go: university, college, work
 To meet promise of quality of life
 Promotes economic development and shifting economic centers
 Meet needs of residents and businesses
 More people to central services – cost effective
 If provided correctly, people will use it
 Businesses and schools can encourage motivation of employee ridership
 In position to coordinate partnerships with other governmental groups and large businesses
 Environment – prevent reaching non-attainment status by reducing number of cars on street

How does transit fit into County Government?

Economic development/air quality
 Reduce/delay need for road widening
 Reduces congestion; moves people faster
 Helps with planned growth
 Assist with receiving County services (County serves as central point for planning)
 Multi-jurisdictional/regional planning/cooperation
 Park-and-ride can support planned community design that Lexington County supports
 (live/work/play community design)
 Supports independence for those in the community who do not drive/cannot drive
 Helps reduce fuel demand
 Saves dollars in providing services
 Saves Emergency Medical Services dollars
 Allows citizens to participate in more recreation
 Benefits major employers
 Allow social services to be more accessible
 Enable County government to provide an overall better quality of life
 Will reduce price of gas

What motivation is there for Lexington County to be involved in transit development?

Commitment to future (not reaction to current condition)
 Economic driver (transport labor force; address congestion)
 County serves as umbrella to plan
 Prevent consequences of air quality non-attainment
 Only county can access penny sales tax

Citizens' expectations for County to address issues like transportation

Economic development advantages

Brings costs of services down

Growth in Lexington County

Lexington County integral component of Columbia

Employment transcends County lines

How does transit fit into the Education Community?

Public transit will address parking problems at colleges and universities.

Allow persons without transportation to reach service delivery sites

Greater connectivity to transport children to and from school (elem., middle, high) – cost and access

Limited ability to reach outlying areas of the County

What motivation is there for Lexington County to be involved in transit development?

Integration of resources & equipment to achieve cost savings (dual use: education/public transit)

Efficiency to serve multiple entities

Providing relief to roads currently maintained by the County

Preservation of green space, air quality, water quality, environment

How does transit fit into Human Service Organizations?

Getting our clients to services

Decrease agency time

Many clients do not have access to agencies

Many human service clients do not have transportation

Need to reach concentrated areas of senior population

Unable to get children to parks and other sports activities

Many employees travel long distance to work

Agencies need to look at ways to fit into the public transportation systems

What motivation is there for Lexington County to be involved in transit development?

Reduce traffic

Energy, environment, economy

Decrease poverty if we can reach population or help them reach agencies

Take advantage of funding

Economic development

Reduce accidents, emergency response, insurance costs

Improve the quality of life in Lexington County

How does transit fit into the Faith Community?

Getting physically challenged people to church

Make it possible for people to get to services offered (clothes closet, meals)

Offer services into subdivisions – one big bus doesn't work as well as sometimes

When transit services are cut, they usually start with the weekend, ...affects church attendance

Go where people are – get off major highways to housing developments/pockets of housing

Mission projects need transportation for those they serve – retired, elderly, etc. Services are available, but people can not get there.

What motivation is there for Lexington County to be involved in transit development?

Lack of transportation is motivation

Folks who are financially stressed need free fares

Enhance the quality of health care and education

People are stuck in west

If public transportation is not available, economic development at risk

Congestion – time wasted

How does transit fit into what Transit Providers and Planners do?

Fits in all ... education, economic development, all aspects. Adds to quality of life. As important as

water, sewer. It is part of the community infrastructure.

Try to have services, reasonable costs, for areas with no public transit – under-served areas

Future improvements to overall communities – statewide, seamless transportation for all

Dealing with congestion and air quality.

Huge impact on industry and economic development. Transit attracts industry/manufacturing.

Health care – can mean overall good health

Keeping many people employed, option for some, necessity for others. Good for all whether used

by me or not.

Factor into land use planning and development, linking transit and land use

Our responsibility/job, it is what we are

Our opportunity to meet people's needs – traffic reduction, job access

Opportunity to offset cost of private cars and fuel

Transit is a key component of long range, local and regional strategies

Opportunity to educate decision-making and form partnerships

It is all about people.

It is tied up with all aspects of the community, we will never be finished.

What motivation is there for Lexington County to be involved in transit development?

There are people in both counties, Lexington/Richland, that want & need to go to both counties.

Growth to be huge in Lexington County, need to serve.

There are folks in Lexington County that cannot currently access County services

People with employment, education, health care needs do not recognize County lines.

Regional travel needs will be important to Lexington County. Do not be isolated.

More and more people in County will need public transit – aging population growth.

Individuals

who can't/don't drive.

Air quality issues – will impact “pocket book” of County

Grid lock in small towns – public transit helps eliminate or ease this situation.

Transit-dependent populations are going to grow – aging, disabled, low income will need to stay

“connected”

May no longer be served by local system in the future

Could not come to “Summit” without a car.

Essential for the disabled

Transit benefits business. We need to get business to support transit.

Employment access

Quality of life

Business recruitment

How does transit fit into the lives of Riders and Potential Riders?

Get people in outlying areas to job

Get to doctors appointments, other services
 Keep elderly independence
 Keep individuals with disabilities involved
 Safety for everybody – fewer accidents
 Productive time commuting
 Getting to airport – seamless for locals and visitors
 Reduces aggravation and stress
 Reduces costs – reduced automobile use and costs
 Health and economic advantages of lower air pollution
 People who use transit get more physical exercise
 Socialization with others on public transit
 Sense of community
 Attractive to tourists, especially international visitors

What motivation is there for Lexington County to be involved in transit development?

Marketing tool to attract new businesses
 Rapid growth
 Less demand for new roads, allows redirecting resources
 Roads last longer – less wear and tear
 Some funding available now, especially capital costs
 Removes barriers for people getting off welfare
 Someone needs to lead
 Traffic congestion getting worse
 Roads fill up and nothing solved
 Build new economic corridor
 Lack of transit limits employment opportunities
 Transit system attractive to new business – broadens employment base
 Help unemployment situation
 Saves costs of 9-1-1 transport for County

Small Group Discussions – Late Morning

(For these two questions participants with different backgrounds were mixed together.)

How benefits do you see in public transit?

Environmental benefits/improve air quality
 Access and mobility to services/resources/education/jobs/health care/businesses/recreation
 Improves economic development (often first question asked)
 Saves people money/reduced costs/vehicle operating costs
 Costs of building/parking
 Improved quality of life/healthier life style/lower obesity
 Reduction of stress/peace of mind/hate driving/easier to get to work
 Personal productivity/reducing personal expenses
 Cost savings across many service areas
 Instead of a reduction in services – reduction in need
 If done well, can be easier and fun, and not involve giving anything up
 Compatible with pedestrian and bike paths
 Reduce congestion
 Safer – rides home late night, senior citizen opportunities, reduce accidents
 Convenience
 Keeps brain trust in area

Open up transportation opportunities (age, income, health)

It is the future/progressive

Focuses on sustainable, transportation-oriented development

Promotes community and interaction – connectiveness, face-to-face contact

Building a closer feel of community

Could become premier County

Cost savings on roads

Efficiency

Helps expose people to all kinds of businesses in the County

Shorter vehicle commute for everyone

Less isolation for elderly and disabled

Attractive to residents, businesses, visitors

Draw employees from wider area

Seven day-a-week workers

How should our next steps be?

Form focus group/planning committee

Examine existing tax legislation

Get state legislature in sync with Federal standard to receive monies, etc.

Public transit also included (roadways, greenways)

Identify opportunities to coordinate resources

Muster political will at front end

Know the base: public will/educate

Build the base: marketing/build demand

Look for ways to market

Education and awareness

Identify stakeholders and mobilize/bring all players to table

Coordination of all possible key players. Include elected officials and school districts.

Buy in by key players

Have citizen focus groups

Change perception – public transit is beneficial

Cost/benefit analysis

Get an idea of the type of service and level of service needed

Make bus stops more obvious

Where are we going to service first steps – long term goal

Make it easy to use (no choice not to)

Survey large businesses: where do employees live – identify routes

Identify where most people riding would be and start there

Get those who do not need to use it to use it, and it will benefit those who do need it

Talk funding/explore funding opportunities

Elected/public officials make a commitment to identify funds

Decide how to “sell” it and invest in spreading messages

Understand that it is not a moneymaker, but go back to benefits of economic development, etc.

Get message to and from stakeholders and users: churches, businesses, leaders, informal leaders

Bring all stakeholders together to develop a regional wish list

Engage major employers in discussion

Involve youth as the future stakeholders

Get community involved – develop plan

Inventory existing services, identify gaps
Look at regional approach/connectivity
Develop plan – funding will follow
Feasibility study for light rail option
Need facilitator for keeping this process moving forward
Lexington County needs implementation plan with timeline
Who do we need to help and how do we hold them accountable
Take a modest approach
If broad goal is to create transit system need objective to support
Explore the role of the private sector in addressing this need
Public education campaign to market the benefits need for public transit
Package it and market it to include parks, bike trail access, land conservation, roads, etc.
Look to other agencies who are providing transportation and form partnerships
Connecting housing for seniors and others to the system incorporated into planning
local/county
Trial routes
Identify existing resources
Be able to suggest cost effectiveness to increase support
Market to choice riders
Do alternative analysis for Batesburg – Columbia route
Form an Ad Hoc Committee of Council to continue to study
Identify demographics of potential riders
County ask CMCOG to do a “County transit study”
Develop park-and-ride lots and services
Publicize information and comments from this meeting
Have transit as part of any sales tax initiative
Employer incentives for transit riders (commuter benefit, no “strikes”)
Raise public awareness on what now available
Participate financially in existing bus system
Explore van cooperation system
Identify barriers for existing systems
Market transit to affluent citizens, not just the poor
Use transit to attract new employers
Get businesses, hospitals local government to help with matching for federal grants
Participate in regional transit
Ultimately, link-up with other regions
Show “buy in” to Council “ownership”
Education on needs
Combine efforts/dollars
Take small steps/show some success/victories
Look for ways to make small behavior changes

APPENDIX 3 “End of the Day” Keypad Questions

To what extent does limited public transit and heavy traffic affect the quality of life in Lexington County?

- 47 Very much affects the quality of life
- 5 Has some effect
- 0 Has minimal effect
- 0 Has no effect

In the next five years, are “rubber tire” transit routes needed for locations other than routes that commute to and from Columbia?

- 5 Yes, in the eastern (urban) portion of the County
- 34 Yes, all over the County
- 6 Yes, but just in the towns
- 4 Yes, but further out than 5 years
- 3 Not in the next 10 years
- 0 No never

How important is commuter rail transit for the future of Lexington County?

- 12 Essential that we have it
- 31 Important
- 6 Would be helpful
- 2 Is not necessary

What form of transit would you be most likely to ride?

- 6 Commuting bus route
- 19 Commuter train/rail
- 2 Local fixed rail route
- 8 Shared ride/van pool
- 2 Local bus/trolley route around town only
- 15 All of the above
- 1 None of the above

Should Lexington County financially support a public transit authority?

- 3 Yes, with property tax revenue
- 40 Yes, with sales tax revenue
- 7 Yes, with special tax districts
- 2 No financial support

APPENDIX 4

TRANSIT SUMMIT EVALUATION SUMMARY
(N=35)

1. On a 5 point scale (5 being best) my reaction to the Summit is:
 1-----2-----3-----4-----5
 Waste of time Glad I came

# Ranking	total	%
5	30	85.8 (one wrote "so long as there is follow up action!")
4	2	5.8 (one wrote in "too long")
not marked	3	8.5

2. Rate the speakers (5=Excellent, 4=very good, 3=good, 2=fair, 1=poor)

All speakers rated above 4 average=very good..

	<i>Rating</i>
1. Keynote – Al Babinicz	_____
2. Panelists	
i. Lynnda Bassham – Shared van service	_____
ii. Adele Pope – Express bus	_____
iii. Lill Mood-Commuter rail	_____
iv. Kurt Taylor-Funding transit	_____
v. Myra Reece-Air Quality	_____
vi. Harold Young-Orangeburg transit plan	_____

3. One idea I am taking home from the Summit is:
 "The need will only increase."
 "Educate my community about the benefits that a public transit could offer."
 "There is a great potential for a mass transit system."
 "Overall impact/benefits of mass transit down to individual level from different perspectives."
 "Making sure County Council sees both need for and provides for public transportation."
 "Lexington County must have and support public transit in order to continue to prosper."
 "Public transit is needed."
 "Better understanding of the various problems."
 "Let's do it!"
 "I am proud to be part of a community that would successfully take on this topic."

- “New ideas for education on benefits of transit.”
- “Lexington is interested in public transit...and will be taking steps towards that.”
- “Need to involve public and private stakeholders.”
- “The leaders in Lexington County desperately need a plan for selling public transportation to the citizens of the Lexington County.”
- “Lexington needs a public transportation system.”
- “TALKING UP idea of a rail system.”
- “How collaboration can greatly benefit and expedite the public transit process.”
- “Everyone agrees on the **need!** Extensiveness of systems that we may be able to “piggy back” from and/or mimic.”
- “Transit is a real possibility in Lexington County.”
- “Air quality concerns.”
- “A transit service is really needed in Lexington County.”
- “How transit impacts health care costs.”
- “Public transportation is very important in the very near future.”
- “Commuter trains and bus routes of the 50s and 60s need to return.”

4. Ideas that were missed

- “More info on possible funding”
- “Inventory existing services—coordinate and consolidate services.”
- “I felt we were very inclusive. Just right.”
- “Transportation to W. Columbia and Cayce will soon be non-existent.”
- “What to do about traffic congestion now.”
- “Not necessarily missed, but keep some focus on decentralization of care and services to meet expansion of transit system half way.”
- “More County Council Representatives.”
- “Funding in Lexington County.”
- “The potential of (especially) rail transit to interface the future with the historical past in Lexington County.”
- “More discussions on funding options. Funding is a necessity for all these great ideas.”
- “How to finance.”
- “I am not sure of the plan. Is it to work with RTA or to create a new system for Lexington. How would this transport be funded? How does Columbia plan to fund the bus system?”
- “This was a good initial meeting. Future “advanced” topics would include funding, transit-oriented development, and marketing.”
- “Not enough emphasis on Regional transit need.”
- “The railroads do not want and are resisting commuter rail transportation.”

5. Who else needed to be here?

- “Federal funding sources”

“Sample reg. Community members.”
 “Set a time line.”
 “Bankers and financial institutions.”
 “More rep. From current users???”
 “USC. (...) Commercial developers.”
 “Good representation for council to share further.”
 “determine next”
 “Would be nice to hear more detail about possible funding.”
 “Youth. They already know the things we are trying to figure out; they will be the heirs to our planning.”
 “some youth”
 “All county, city council members—must have a cohesive group, one voice, full support.”
 “County council members who do not currently see the value in transit.”
 “(1)DOE? Is there potential to use idle school buses? (2)Experts in social marketing—to a degree this meeting is preaching to the choir. We will need to market, sell ideas to the non-choir members of our community. (3) Media—possibly State newspaper, TV stations. (4) What about any major nay sayers, and who they represent?”
 “New candidates for Columbia mayor. If these systems are going to work together, should get input from the potential new leadership. Also USC, since Lexington houses a lot of the students. USC should discuss what will happen, if these students no longer have access to Columbia/Richland County’s bus system. Most of the apartments are across the River in Cayce and West Columbia.”
 “Private transportation.”
 “More college presidents.”
 “Did we include blind person interests?”
 “Good audience, and great participation from group.”
 “Lexington/Richland Legislative delegation.”
 “Maybe the Federal highway guy stationed at SCDOT.”

6. I want to be involved in future transit planning.

__28__ Definitely
 __5__ Maybe
 ___ Not interested

COMMENTS:

“I felt this was a success. The participation was wonderful.”
 “I was unable to eat lunch due to all sandwiches had cheese and mayo. Some people cannot eat certain foods, various reasons, lactose intolerance or whatever.”
 “Who will champion keeping this going? How do we build political will to take action?”
 “Great first start in tackling important issue.”

“Honored to be part of the discussion.”

“Excellent. Thanks for the opportunity. I enjoyed it.”

“Very exciting to think of the possibilities for Lexington County.”

“I volunteer to chair or serve on a public education and marketing committee.”

“Excellent job, everyone! Thank you for leading and organizing. The number of people who gave their day shows the excitement.”

“Very good presenters. Very broad representation of ideas.”

“This must be done!”

“We can do this, we should do this, so let’s do it!”

“Excellent program for agenda’s. Very informed.”

“Excellent program. Please keep me involved. I would be happy to serve on a committee for further exploration.”

“I want to thank Debbie Summers for an enjoyable day and meeting.”

“A great day. Need to continue to develop and plan.”

“Thanks for the hard work and dedication.”

“Enjoyed”

APPENDIX 6 ATTENDANCE LIST

Mr. Richard Acton	Lexington County Community Mental Health 301 Palmetto Park Boulevard Lexington, SC 29072		
Ms. Roxanne Ancheta	Richland County Administration		
Ms. Kimberly Ball	Checker Yellow Cab Company 1715 12 th Street Ext. Cayce, SC 29033		
Mr. Bill Banning	Lexington County Council 212 S. Lake Drive Lexington, SC 29072		
Ms. Tammy Barkley	Assistant City Manger, Cayce P.O. Box 2004 Cayce, SC 29171-2004		
Mr. Ernie Boughman	BP Barber 101 Research Drive Columbia, SC 29203		
Mr. Joe Bedenbaugh	Lexington School District 1 P.O. Box 1869 Lexington, SC 29071		
Dr. Ernie Bell	Regional Health Director Region 3, DHEC 2000 Hampton Street Columbia, SC 29204		
Mr. Jerry Bellune	Lexington County Chronicle 131 Swartz Road Lexington, SC 29072		
Mr. Mike Biediger	Lexington Medical Center 2720 Sunset Boulevard West Columbia, SC 29169		
Myra Reece	SC DHEC Bureau of Air Quality Columbia		
Ms. Lynda Burke	Employment Security Commission P.O. Box 1769 Lexington, SC 29071		
Mr. Lee Bussell (Moderator)	Chernoff-Newman Columbia, SC		
Ms. Peggy Butler	Brookland Baptist Church 1066 Sunset Boulevard West Columbia, SC 29169-6862		
Patricia Jones	Batesburg-Leesville		
Ms. Barbara Charles	Lexington County Health Department		

	112 West Hospital Drive West Columbia, SC 29169		
Mr. Doug Clary	Chapin Chamber of Commerce P.O. Box 577 Chapin, SC 29036		
Mr. Charlie Compton	Lexington County Planning 212 S. Lake Drive Lexington, SC 29072		
Mr. Myron Corley	City of West Columbia P.O. Box 4044 West Columbia, SC 29171		
Ms. Rita Crapps	Batesburg-Leesville Deputy Mayor		
Rev. Nicky Wilson	Brookland Baptist Church 1066 Sunset Blvd. W. Columbia, SC		
Roland Bart	CMCOG		
Ms. Brenda Davis	Community Open Land Trust P.O. Box 1605 Lexington, SC 29071		
Mr. Smokey Davis	Lexington County Council 212 S. Lake Drive Lexington, SC 29072		
Chris Gibson	Lexington Medical Center		
Ms. Brittany Doten	Veolia Transportation		
Ms. Jo Dee Douda	LRADAC P.O. Box 50597 Columbia, SC 29250		
Ms. Ayesha Driggers	Lexington County Community Development		
Mr. John Fechtel	Lexington County Public Works 212 S. Lake Drive Lexington, SC 29072		
Mr. Rich Fletcher	SCANA		
Mr. Stuart Ford	Town of Lexington 111 Maiden Lane Lexington, SC 29072		
Mr. Doug Frate	SCDOT Planning Division 955 Park Street Columbia, SC 29202		
Mr. Greg Frohnappel	Lexington County DSS P.O. Drawer 430 Lexington, SC 29071		
Mr. Karl Fulmer	Lexington School District 1 P.O. Box 1869		

	Lexington, SC 29071		
Joe Mergo	Lexington County		
Rev. Jim Glatz	Saxe Gotha Presbyterian Church 5503 Sunset Boulevard Lexington, SC 29072		
Mayor Randy Halfacre	Town of Lexington 111 Maiden Lane Lexington, SC 29072		
Mr. Tony Hanks	UPS		
Ms. Cynthia Hardy			
Mr. James Hardy	148 Lake Port Drive Chapin, SC 29036		
Dr. Will Harmon	721 S. Lake Drive Lexington, SC 29072		
Mr. Joe Herndon	432 Lazy Brook Road Little Mountain, SC 29075		
Mayor Bobby Horton	City of West Columbia 200 N. 12 th Street West Columbia, SC 29171-4044		
Ms. Katherine Hubbard	Lexington County Administrator 212 S. Lake Drive Lexington, SC 29072		
Mr. Jody Hunter	Michelin P.O. Box 579 Lexington, SC 29071		
Mr. Grant Jackson	Greater Columbia Chamber of Commerce 930 Richland Street Columbia, SC 29201		
Ms. Mitzi Javers	CMRTA P.O. Box 214 Columbia, SC 29202		
Mr. Johnny Jeffcoat	Lexington County Council 212 S. Lake Drive Lexington, SC 29072		

Mr. Glenneth Johnson	Deputy Secretary for Mass Transit SCDOT 955 Park Street, Room 201 Columbia, SC 29202		
Mr. Jimmy Jones	Christ Central Ministries P.O. Box 387 Wagener, SC 29164		
Mr. Ken Jumper	Cayce City Council		

	1500 Granby Road Cayce, SC 29033		
Ms. Linda Keisler	God's Helping Hand 919 Holland Avenue Cayce, SC 29033		
Mr. Jim Kinard	Lexington County Council 212 S. Lake Drive Lexington, SC 29072		
Mr. Hardy King	Irmo Town Council 501 Doncaster Drive Irmo, SC 29063		
Ms. Maggie Knowles	Harvest Hope Food Bank 2220 Shop Road Columbia, SC 29201		
Mr. Joe Kyle	205 Bedford Court Lexington, SC 29073		
Mr. Larry Livingston	Veolia Transportation		
Mr. Jim Love	AARP 1201 Main Street, Suite 1280 Columbia, SC 29201		
Mr. Wayne Mabry	Mabry Engineering 2500 Devine Street, #K Columbia, SC 29205-2400		
Ms. Natalie McKelvey	Town of Springdale 2915 Platt Springs Road Springdale, SC 29170-3166		
The Honorable Walton J. McLeod	SC House of Representatives 422 B Blatt Building Columbia, SC 29201		
Ms. Lill Mood	628 Shallow Cove Court Chapin, SC 29063		
Ms. Jennifer L. Moore	United Way of the Midlands 1800 Main Street Columbia, SC 29201		
Rev. Dianne Moseley	1831 Pendleton Street Columbia, SC 29201		
Mayor Elise Partin	City of Cayce 515 Lafayette Avenue Cayce, SC 29033		
Mr. John Perry	Town of Blythewood 171 Longford Road Blythewood, SC 29016		

Mr. Joel B. Player	1936 Leander Drive West Columbia, SC 29172		
Ms. Adele Pope	1218 Taylor Street Columbia, SC 29201-1870		
Mr. Milton Pope	Richland County Administrator P.O. Box 192 Columbia, SC 29202		
Mr. Lynn Purnell	Parsons Brinkerhoff 1501 Main Street Columbia, SC 29201		
Ms. Michelle Ransom	CMRTA P.O. Box 214 Columbia, SC 29202		
Ms. Suzanne Rhodes	League of Women Voters 345 Ballentine Estates Road Irmo, SC 29063		
Ms. Susan Richards	SRConcepts 2566 Marsh Creek Drive Charleston, SC 29414-6579		
Ms. Jenifer Sharpe	Lex. County Community Mental Health 301 Palmetto Boulevard Lexington, SC 29072		i
Mr. John Sharpe	City Manager, City of Cayce P.O. Box 2004 Cayce, SC 29171-2004		
Mayor Pat Smith	Town of Springdale 2915 Platt Springs Road Springdale, SC 29170-3166		
Ms. Debbie Summers	Lexington County Council 212 S. Lake Drive Lexington, SC 29072		
Mr. David Tarrant	Agape Senior Services		
Mr. Jack Terrell	Irmo Chapin Recreation Commission Saluda Shoals Park Administrative Building 5605 Bush River Road Columbia, SC 29212		
Mr. Norman Whitaker	CMCOG 236 Stoneridge Drive Columbia, SC 29210		
Dr. Sonny White	Midlands Technical College P.O. Box 2408 Columbia, SC 29202		
Ms. Synithia Williams	Lexington County Air Quality		

	212 S. Lake Drive Lexington, SC 29072		
Dr. Karen Woodward	Lexington School District 1 100 Tarrar Springs Road Lexington, SC 29072		

Keith Moody	City of Clemson 1200-2 Tiger Blvd. Clemson, SC		
Bill Walker	Congressman Joe Wilson's Office		
J. Rendle			
James DuBose	2906 Pickett Street Columbia, SC 29205		
Tracy Brasher	1330 Boston Ave. Lexington, SC 29072		
Rich Eberle	Lower Savannah COG Aiken, SC		
Frank Chapman	205 Caughman Farm Ln. Lexington, SC 29072		
Al Babinicz	CAT Clemson, SC		
Scott Donahue	SCDOT 955 Park St. Columbia, SC		

(12/02/09)



APPOINTMENTS BOARDS & COMMISSIONS

Page 1 of 9

December 8, 2009

BILLY DERRICK

Health Services District - Allan R. Risinger - Term expired 03/10/09 - Eligible for reappointment

DEBBIE SUMMERS

Board of Zoning Appeals - Mark Bostic - Term expires 12/31/09 - Eligible for reappointment -
Confirmed desire to serve another term

JOHN CARRIGG

Accommodations Tax Board:

- William Teague (Hospitality) - Term expires 12/31/09 - Eligible for reappointment - *Confirmed desire to serve another term*
- Kathy Rabune (Lodging) - Term expires 12/31/09 - Eligible for reappointment - *Confirmed desire to serve another term*

Board of Zoning Appeals - Edward G. Yates - Term expires 12/31/09 - Eligible for reappointment -
Confirmed desire to serve another term

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

BILL BANNING

Accommodations Tax Board:

- Karen Holderfield (Lodging) - Term expires 12/31/09 - *Moved to Charlotte, NC* - Nomination form for Pat Johnson with Hampton Inn attached
- Robert Schaeffer (At Large) - Term expires 12/31/09 - Eligible for reappointment -
Confirmed desire to serve another term

TODD CULLUM

Accommodations Tax Board - David Murray (Hospitality) - Term expires 12/31/09 - Eligible for reappointment - *Confirmed desire not to be reappointed*

Health Services District - Vacant - Term expired 03/10/09

AT-LARGE:

Building Codes Board of Appeals:

- **Engineering - Todd Swygert** - Term expired 08/13/09 - Not eligible for reappointment - Nomination form for Kenneth Timmerman, P.E. with Kyzer & Timmerman Structural Engineers attached
- **Contractor - Robert Murphy** - Term expired 08/13/09 - Eligible for reappointment - *Confirmed desire not to serve another term* - Nomination form for Lawrence Markey of Built Wright Construction Company, Inc. attached

Health Services District:

- James D. Whitehead - Term expired 03/10/09 - Eligible for reappointment

Lexington County Stormwater Advisory Board:

- Jerry Shrum - Term expires 12/09/10 - Resigned effective 10/22/09 - Staff recommendations attached

Lexington County Wrecker Rotation Disciplinary Board: NEW BOARD - 1 Vacancy



LEXINGTON COUNTY COUNCIL

BOARD/COMMISSION NOMINATION FORM

Name of Board/Commission: ACCOMMODATIONS TAX

Nominee: PAT JOHNSON

Address: P.O. BOX 489 GASTON, SC 29053

Employed by: HILTON CORP. / HAMPTON INN I-26 COLUMBIA AIRPORT

Address: 1094 CHRIS DRIVE WEST COLUMBIA, SC 29169

Home Telephone: 223-4035 Business Telephone: 791-8940

Mobile Phone: 223-4035 Fax Number: 739-2291

Email Address: pat.johnson2@hilton.com

Is nominee aware of board/commission activities and responsibilities? YES - RESEARCHED

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 RESUME FOR EDUCATION / WORK EXPERIENCE

CURRENTLY GENERAL MANAGER @ HAMPTON SINCE JUNE 2009

SERVED IN STUDENT GOVERNMENT AND VARIOUS COMMUNITY ORGANIZATIONS IN COLLEGE.

SERVED ON VARIOUS COMMITTEES WITHIN HOSPITALITY INDUSTRY DURING CAREER.

Submitted by: Bill Banning
Council District Number: 8
Date: Dec. 8, 2009

Please return completed form to:
Lexington County Council
212 South Lake Drive, Suite 601
Lexington, SC 29072
Or Fax to 803-785-8101
For questions call 803-785-8103

Pat Johnson

P.O. Box 489

Gaston, SC 29053

803-223-4035

Pat.Johnson2@Hilton.com

Education

- West Virginia University, Morgantown, WV Broadcast Journalism
- Bluefield State College, Bluefield WV Business: Marketing & Management

Experience**Country Inn & Suites-Sanibel Gateway Fort Myers, Fl**

2001-2007

- Single owner property 112 rooms/suites. Hired during construction; opened November 2001.
- Multiple award winning hotel, with global housekeeping and national sales, marketing and service awards.
- Outperformed competitive set, market and market tract, based on STAR data, consistently for six years. Maintained a "willingness to return" rate of greater than 98 percent. Exceeded budgetary expectations at both top line and GOP levels for length of tenure.
- Maintained "employee engagement" percentages above brand standards.

Crossroads Hospitality Company, division of Interstate Hotels Orlando, Fl

1990-2001*

- Various positions at various properties, depending on need. Positions included: General Manager, Director of Operations, Rooms Division Manager, Director of Sales, Executive Housekeeper, Convention Services Manager, Tour and Travel Sales Manager, Task Force (multiple, short-term assignments at any of the 150 properties for anything from auditing to employee evaluation to inspection preparation, etc.). Hotel brands and sizes were as varied as the positions; from less than 100 rooms up to 500 rooms, and from Independent thru Carlson, Choice, Hilton, Sheraton, Holiday Inn, etc. Held GM certifications from HJ to Homewood and Sales Certifications through various brands and industry icons.
- Served on numerous "transition" teams for take-overs and dispensations. Held lead on several transitions.
- Developed auditing guidelines for Regional Directors of Operations' use with Hampton Inn/Homewood properties.

*Except for two years when I went to work with Sunburst Hospitality.

Sunburst Hospitality Company Silver Springs, Md

1997-1999

- Opened new construction, 114 room MainStay Suites Hotel in Jacksonville, Florida. Multiple award winning hotel, and selected beta site for both franchise and owner. Selected as General Manager training hotel. "Task force" assignments to assist other hotels.
- Outperformed competitive set consistently, and within a year had an average length of stay of 49 nights for this extended stay property.

Miscellaneous Experience

- Assistant Food & Beverage Director, Essex Inn, Michigan Avenue, Chicago, Ill.
- Director of Sales, Sheraton Hotel, Oregon Pike, Lancaster, PA
- Director of Sales, Sheraton Hotel, Route 460, Bluefield, WV

References: Available upon request.



LEXINGTON COUNTY COUNCIL

BOARD/COMMISSION NOMINATION FORM

Name of Board/Commission: Building Codes Board Of Appeals

Nominee: Kenneth W. Timmerman, P.E.

Address: 1220 Old Barnwell Road, West Columbia, South Carolina 29170

Employed by: Kyzer & Timmerman Structural Engineers

Address: 580 Chris Drive West Columbia, South Carolina 29169

Home Telephone: (803) 359-7364 Business Telephone: (803) 791-4511

Mobile Phone: (803) 518-6809 Fax Number: (803) 791-4522

Email Address: ktcolumbia@kyzer-timmerman.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):

Lexington High School 1975; Midlands Technical College-AS Civil/Surveying 1977; University of South Carolina, BS Civil/Structural 1981; University of South Carolina, MS Civil/Environmental 1983; Registered Professional Engineer in 18 states including South Carolina. Presently serving on the Engineering Technology Review Committee for the South Carolina LLR Board of Registration for Professional Engineers and Land Surveyors.

Community Service: Lexington County Fire Service-Station 10/City of Lexington 1981-1991

Served multiple positions within the Fire Service

Submitted by: Billy Derrick
Council District Number: 2
Date: 12-8-09

Please return completed form to:
Lexington County Council
212 South Lake Drive, Suite 601
Lexington, SC 29072
Or Fax to 803-785-8101
For questions call 803-785-8103



LEXINGTON COUNTY COUNCIL
BOARD/COMMISSION NOMINATION FORM

Name of Board/Commission: Building Code Board of Appeals

Nominee: Lawrence J. Markey

Address: 458 Greenetree Lane, Lexington, SC 29072

Employed by: Built Wright Construction Company, Inc.

Address: 475 Industrial Drive, Lexington, Sc 29072

Home Telephone: 803-957-6501 Business Telephone: 803-951-7380

Mobile Phone: 803-206-9603 Fax Number: 803-951-7384

Email Address: builtwright@windstream.net

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):

Education: Associate of Applied Science in Architectural Engineering Technology

General Contractor's License BD5 (unlimited)

USAir Force 1968-1972

Boards: Harbor Place Subdivision, Architectural Review Committee

A&S Building Systems President's Advisory Council

President and Board Member, Carolina System Builder Association

Submitted by: Billy Derrick

Council District Number: 2

Date: 12-8-09

Please return completed form to:
Lexington County Council
212 South Lake Drive, Suite 601
Lexington, SC 29072
Or Fax to 803-785-8101
For questions call 803-785-8103



COUNTY OF LEXINGTON
PUBLIC WORKS DEPARTMENT
STORMWATER DIVISION

MEMORANDUM

DATE: December 8, 2009
TO: John Fachtel, Director of Public Works
FROM: Sheri Armstrong, Stormwater Manager
RE: Resignation and New Appointment for a Member of the Stormwater Advisory Board

The Stormwater Department forwards the resignation of one of the members of the Stormwater Advisory Board. Mr. Jerry Shrum for reasons provided in the attached Exhibit A is unable to serve as appointed.

The Stormwater Department is requested by County Council to provide three names from the original list of nominees to replace Mr. Shrum's position. Mr. Shrum provided his knowledge of forestry and the practices of conservation and preservation as an Environmental Steward. The Stormwater Advisory Board was created discipline specific to include (1) Professional Engineering, (1) Developer, (1) Contractor, (2) Environmental Stewards, (2) Environmental Consultants, and (2) Stormwater Professionals. Attached is Exhibit B of the original sixteen nominees and their respective disciplines. The remaining nominees to fill this position include Ms. Sue Green, Ms. Shannon Smith, and Mr. Jason Wilkie. To maintain the diversity of expertise the staff recommends either Sue Green or Shannon Smith for this vacancy because of their knowledge of natural conservation.

Exhibit A

Melena, Sheri, and Synithia,

It is with deep regret that I must ask that be allowed to resign from the Stormwater Advisory Board. I have recently developed some health problems and after surgery this summer am presently undergoing 8 weeks of radiation therapy that will last until Christmas. I do not believe that I can do justice to serving on this board and ask that you find a replacement for me.

Jerry L. Shrum
SC Forestry Commission
Environmental Education Coordinator
SC PLT Coordinator
PO Box 21707
Columbia, SC 29221
work phone (803) 896-8892
Cell phone (803) 667-0456
jshrum@forestry.state.sc.us

EXHIBIT "B"

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

COUNTY OF LEXINGTON

Procurement Services

MEMORANDUM

(O) 785-8166

(F) 785-2240

DATE: November 18, 2009

TO: Katherine L. Hubbard
County Administrator

THROUGH: Reggie Murphy
Procurement Manager

FROM: Jeffrey A. Hyde
Procurement Officer

**SUBJECT: Tire Repairs and Maintenance (Term Contract)
C10007-11/03/09H
Fleet Services**

Competitive bids were solicited and advertised for a term contract for Tire Repairs and Maintenance. The county received two (2) responsive bids on November 03, 2009.

The bids were evaluated by Ellis Gammons, Fleet Manager; and Jeffrey A. Hyde, Procurement Officer. It is our recommendation to split the award for this contract - to the lowest responsive, responsible bidder by service locality. The annual cost of this contract is approximately \$36,000.00, including the applicable sales tax. (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 up to 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 December 08, 2009.

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

County of Lexington

Bid Tabulation

Bid #: C10007-11/03/09H

Tire Repairs and Maintenance – Term Contract

		Karl Crapps	Frank's Tire
Item	Description		
1.1.	900 x 14.5	\$20.00	\$15.00
1.2.	9:00 X 20	\$30.00	\$25.00
1.3.	10:00 X 20	\$30.00	\$25.00
1.4.	11R 22.5	\$28.00	\$25.00
1.5.	11R 24.5	\$28.00	\$25.00
1.6.	9.5 –24	\$35.00	\$45.00
1.7.	4.00 – 10	\$14.00	\$15.00
1.8.	1400 X 24	\$70.00	\$45.00
1.9.	1000 – 16	\$25.00	\$15.00
1.1	19.5L – 24	\$70.00	\$45.00
1.11.	11L – 16	\$26.50	\$15.00
1.12.	800 X 14.5	\$20.00	\$15.00
1.13.	18.4 X 30	\$70.00	\$65.00
1.14.	750 –16	\$20.00	\$15.00
1.15.	Patches	\$2.00 - \$6.50	\$8.95
1.16.	Boots	\$11.95 - \$21.95	\$15.00
2.	Parts _% over cost	N/A	35%
3.	Tube charges		
4.	Service charge - labor cost regular hours	See Above	\$85.00
4.1.	Service charge - labor cost weekend/holiday/emergency	N/A	95.00 (3 hour Minimum)
5.	Emergency Services	NO	YES
6.	Mileage rates	\$2.00 per mile	\$1.75 per mile
	Districts requested	Batesburg	ALL

Bids Opened: November 03, 2009 @ 3:00 PM

Jeffrey A. Hyde, CPPB
 Procurement Officer

COUNTY OF LEXINGTON

Procurement Services

MEMORANDUM

(O) 785-8319

(F) 785-2240

DATE: November 25, 2009

TO: Katherine L. Hubbard
County Administrator

THROUGH: Reggie Murphy
Procurement Manager

FROM: Angela M. Seymour
Procurement Officer

SUBJECT: (123) Microsoft Office 2007 STD, (28) Windows Pro 7 Upgrade, and (24) Office 2007 Pro Information Services

We received three (3) purchase requisitions for one hundred twenty-three (123) Microsoft Office 2007 STD, twenty-eight (28) Windows Pro 7 Upgrade, and twenty-four (24) Office 2007 Pro. This software will be purchased directly from SHI International Corporation through South Carolina State Contract #4400000323.

Mike Ujcich, Chief Information Officer; and Jim Schafer, Information Technology Manager, have reviewed and recommended this purchase.

The total cost, including applicable sales tax, is \$43,370.54.

Funds are appropriated in the following accounts:

1000-101900-5AA397	(24) Microsoft Office 2007, STD (Assessor)	\$6,268.00
1000-101800-5AA398	(14) Microsoft Office 2007, STD (Auditor)	\$3,657.00
1000-101420-5AA400	(5) Microsoft Office 2007, STD (Central Stores)	\$1,306.00
1000-101410-5AA401	(3) Microsoft Office 2007, STD (Procurement)	\$784.00
1000-101500-5AA402	(4) Microsoft Office 2007, STD (Human Resources)	\$1,045.00
1000-141100-5AA407	(21) Microsoft Office 2007, STD (Clerk of Court)	\$6,007.00
1000-141101-5AA405	(11) Microsoft Office 2007, STD (Family Court)	\$3,396.00
1000-131200-5AA409	(8) Microsoft Office 2007, STD (Animal Services)	\$2,090.00
1000-111400-5AA411	(2) Microsoft Office 2007, STD (Fleet)	\$523.00
1000-171500-5AA413	(4) Microsoft Office 2007, STD (Veteran's Affairs)	\$1,045.00
1000-161200-5AA415	(2) Microsoft Office 2007, STD (Registry & Elections)	\$523.00
1000-171700-5AA417	(1) Microsoft Office 2007, STD (Museum)	\$262.00
1000-141500-5AA421	(2) Microsoft Office 2007, STD (Probate)	\$523.00
1000-101700-5AA423	(11) Microsoft Office 2007, STD (Treasurer)	\$2,873.00
2950-101700-5AA425	(11) Microsoft Office 2007, STD (Treasurer/Delinquent Tax)	\$2,873.00
1000-101900-5AA396	(5) Windows Pro 7 Upgrade (Assessor)	\$656.00
1000-101420-5AA399	(1) Windows Pro 7 Upgrade (Central Stores)	\$132.00
1000-111400-5AA410	(8) Windows Pro 7 Upgrade (Fleet)	\$1,049.00
1000-171500-5AA412	(2) Windows Pro 7 Upgrade (Veteran's Affairs)	\$263.00

1000-161200-5AA414	(3) Windows Pro 7 Upgrade (Registry and Elections)	\$394.00
1000-141500-5AA420	(3) Windows Pro 7 Upgrade (Probate)	\$394.00
1000-101700-5AA422	(2) Windows Pro 7 Upgrade (Treasurer)	\$263.00
2950-101700-5AA424	(4) Windows Pro 7 Upgrade (Treasurer/Delinquent Tax)	\$525.00
1000-101500-5AA403	(4) Office 2007 Pro (Human Resources)	\$1,355.00
1000-101400-5AA404	(10) Office 2007 Pro (Finance)	\$3,387.00
1000-141101-5AA406	(1) Office 2007 Pro (Family Court)	\$339.00
1000-141100-5AA408	(6) Office 2007 Pro (Clerk of Court)	\$2,033.00
1000-161200-5AA416	(1) Office 2007 Pro (Registry & Elections)	\$339.00
1000-141600-5AA418	(2) Office 2007 Pro (Master-In-Equity)	\$678.00

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 8, 2009.

copy: Larry Porth, Director of Finance/Assistant County Administrator
Mike Ujcich, Chief Information Officer
Jim Schafer, Information Technology Manager
Chris Folsom, Coordinator of Animal Services
Rick Dolan, Assessor
Chris Harmon, Auditor
Beth Carrigg, Clerk of Court
Frank Powers, Assistant Manager of Fleet Services
Lori Adler, Director of Human Resources
James O. Spence, Master-In-Equity
J.R Fennell, Director of Museum
Judge Julie Thompson, Probate Court
Reggie Murphy, Procurement Manager
Dean Crepes, Director of Registry & Elections
Jim Eckstrom, Treasurer
Gene Rishkofski, Deputy Delinquent Tax Collector
Gary Baker, Director of Veteran's Affairs

COUNTY OF LEXINGTON

Procurement Services

MEMORANDUM

(O) 785-8319

(F) 785-2240

DATE: November 23, 2009

TO: Katherine Hubbard
County Administrator

THROUGH: Reggie Murphy
Procurement Manager

FROM: Angela M. Seymour
Procurement Officer

SUBJECT: **SURFACING ASPHALT - TERM CONTRACT**
BID NO. C10012-11/20/09S
PUBLIC WORKS

Competitive bids were solicited and advertised for a term contract for the purchase of Surfacing Asphalt to be picked up on an as needed basis by the Public Works Department. This contract includes materials for pavement repairs and paving of roads and parking lots as budgeted in the "C" fund and general fund. The term of this contract shall be for a period of one (1) year effective upon approval. The County may extend the contract if it appears to be in its best interest. Said extension will be on an annual basis and will not exceed two (2) additional one (1) year periods.

We received three (3) bids (see attached bid tabulation). Bids were evaluated by Angela M. Seymour, Procurement Officer and John Fechtler, Director of Public Works. It is recommended that awards be made to all three vendors submitting bids. The County is obligated only to the extent of authorized calls placed by authorized personnel against this contract. To determine which plant to call, the County will calculate the per mile cost per vehicle, to the nearest destination at the established contract price. The estimated annual value of this contract is \$100,328.00.

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 8, 2009.

Attachment

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

County of Lexington

Bid Tabulation

BID: C10012-11/20/09S

SURFACING ASPHALT - TERM CONTRACT

Bidders Name	Type I	Type II	Type III	Type IV	Binder	Recycled
Rea Contracting, LLC	\$62.00	\$62.00	\$62.00	\$62.00	\$62.00	\$16.00
C.R. Jackson, Inc.	\$60.11	\$60.11	\$60.11	\$60.33	\$59.97	No Bid
Sloan Construction Co.	\$57.00	N/A	\$57.00	\$57.00	\$57.00	No Bid

Bids Opened: November 20, 2009 @ 3:00 PM

Angela M. Seymour
Procurement Officer

COUNTY OF LEXINGTON

Procurement Services

MEMORANDUM

(O) 785-8166

(F) 785-2240

DATE: November 20, 2009

TO: Katherine L. Hubbard
County Administrator

THROUGH: Reggie Murphy
Procurement Manager

FROM: Jeffrey A. Hyde
Procurement Officer

SUBJECT: **Clothing for Patrol Personnel – Term Contract
C10008-11/17/09H
Sheriff’s Department**

Competitive bids were solicited and advertised for a term contract for Clothing for Patrol Personnel. The county received two (2) bids on November 03, 2009.

The bids were evaluated by Sylvia Dillon, Finance Manager; and Jeffrey A. Hyde, Procurement Officer. It is our recommendation to award the contract to Wright Johnston Uniforms. The annual cost of this contract is approximately \$57,394.80, including the applicable sales tax. (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 up to 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 December 08, 2009.

copy: Larry Porth, Director of Finance/Assistant County Administrator
Sylvia Dillon, Finance Manager

County of Lexington

Bid Tabulation

Bid #: C10008-11/17/09H

CLOTHING FOR PATROL PERSONNEL

Item #	Qty	Description	Gall's Inc.		Wright Johnston Uniforms	
			Unit Price	Total	Unit Price	Total
1	400	Blauer 8119 Mock Neck Dickey		No Bid	\$15.90	\$6,360.00
2	600	Blauer 8110 Mock Turtleneck Shirt		No Bid	\$33.90	\$20,340.00
3	600	Blauer Streetgear 8703 Long Sleeve Shirt		No Bid	\$44.90	\$26,940.00
		Sub-total		No Bid		\$53,640.00
		Tax		No Bid		\$3,754.80
		Total		No Bid		\$57,394.80

Bid Opened: November 17, 2009 @ 3:00 PM

Jeffrey A. Hyde, CPPB
 Procurement Officer

COUNTY OF LEXINGTON

Procurement Services

MEMORANDUM

(O) 785-8166

(F) 785-2240

DATE: November 20, 2009

TO: Katherine L. Hubbard
County Administrator

THROUGH: Reggie Murphy
Procurement Manager

FROM: Jeffrey A. Hyde
Procurement Officer

**SUBJECT: Motorola Portable Radios
Sheriff's Department**

We have received a requisition for the purchase of eight (8) each Motorola XTS 5000 Astro Portable Radios and accessories for the Sheriff's Department. These items will be purchased from the SC State Contract # DSIT.2009.01. This contract currently expires on December 31, 2014. The total cost of this order, including shipping and applicable tax is \$49,387.08.

Funds are appropriated in the following account:

2485-151200-5AA371	(8) 800 MHz Radios	\$49,400.00
--------------------	--------------------	-------------

I concur with the above recommendation and further recommend that this purchase be placed on County Council's agenda for their next scheduled meeting on December 08, 2009.

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

COUNTY OF LEXINGTON

Procurement Services

MEMORANDUM

(O) 785-8319

(F) 785-2240

DATE: October 28, 2009

TO: Katherine L. Hubbard
County Administrator

THROUGH: Reggie Murphy
Procurement Manager

FROM: Angela M. Seymour
Procurement Officer

SUBJECT: **938-H Front End Loader (Replacement)**
B10011-09/10/09S
Solid Waste Management

Competitive bids were solicited and advertised for one (1) 938-H Front End Loader (Replacement) for Solid Waste Management.

The bids were evaluated by Dave Eger, Director of Solid Waste Management; Ellis Gammons, Fleet Manager; and Angela M. Seymour, Procurement Officer. It is our recommendation that it be awarded to Blanchard Machinery as the lowest responsive bidder. The total cost of the machine, including sales tax, is \$247,287.70. The first fiscal year cost of the Total Maintenance and Repair (TM&R) contract is \$3,500.00. The total cost, including a 5 year/1200 hours Total Maintenance and Repair (TM&R) contract and applicable sales tax, is \$284,095.70 (see attached bid tabulation).

Funds are appropriated in the following account:

5710-121204-5AA250	(1) 938-H Front End Loader (Replacement)	\$260,000.00
5700-121204-520100	Total Maintenance and Repair (TM&R) Contract (The current balance for this account is \$3,987.32. \$903.51 will be available upon the cancellation of the current TM & R contract due to the replacement of the existing Front End Loader.)	\$4,887.83

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 8, 2009.

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

County of Lexington

Bid Tabulation

BID: B10011-09/10/09S
938-H Front End Loader

Quantity	Description	H & E Equipment		Blanchard Machinery		Stafford Tractor	
		Unit Price	Total	Unit Price	Total	Unit Price	Total
1	938-H Front End Loader		No Bid	\$ 231,110.00	\$ 231,110.00	Does not meet specifications	
	Tax		No Bid		\$ 16,177.70	Does not meet specifications	
	Total		No Bid		\$ 247,287.70	Does not meet specifications	
	TM&R -						
	TM& R(1,200 hours/ 5 years) - FY 2010 (3 months)		No Bid		\$ 3,500.00	Does not meet specifications	
	TM& R(7,500 hours/ 5 years) - FY 2011		No Bid		\$ 14,000.00	Does not meet specifications	
	TM& R(1,200 hours/ 5 years) - FY 2012		No Bid		\$ 3,200.00	Does not meet specifications	
	TM& R(1,200 hours/ 5 years) - FY 2013		No Bid		\$ 3,200.00	Does not meet specifications	
	TM& R(1,200 hours/ 5 years) - FY 2014		No Bid		\$ 10,500.00	Does not meet specifications	
	TM& R(1,200 hours/ 5 years) - FY 2014 (9 months)		No Bid		\$0.00	Does not meet specifications	
	Subtotal		No Bid		\$ 34,400.00	Does not meet specifications	
	Tax		No Bid		\$ 2,408.00	Does not meet specifications	
	Total for TM &R		No Bid		\$ 36,808.00	Does not meet specifications	
	Total		No Bid		\$ 284,095.70	Does not meet specifications	

Quantity	Description	Dougherty Equipment		Flint Equipment		ASC Construction	
		Unit Price	Total	Unit Price	Total	Unit Price	Total
1	938-H Front End Loader	Does not meet specifications		Does not meet specifications		\$ 243,700.00	\$ 243,700.00
	Tax	Does not meet specifications		Does not meet specifications			\$ 17,059.00
	Total	Does not meet specifications		Does not meet specifications			\$ 260,759.00
	TM&R -						
	TM& R(1,200 hours/ 5 years) - FY 2010 (6 months)	Does not meet specifications		Does not meet specifications			\$ 2,148.00
	TM& R(7,500 hours/ 5 years) - FY 2011	Does not meet specifications		Does not meet specifications			\$ 8,592.00
	TM& R(1,200 hours/ 5 years) - FY 2012	Does not meet specifications		Does not meet specifications			\$ 8,592.00
	TM& R(1,200 hours/ 5 years) - FY 2013	Does not meet specifications		Does not meet specifications			\$ 8,592.00
	TM& R(1,200 hours/ 5 years) - FY 2014	Does not meet specifications		Does not meet specifications			\$ 8,592.00
	TM& R(1,200 hours/ 5 years) - FY 2014 (6 months)	Does not meet specifications		Does not meet specifications			\$ 6,444.00
	Subtotal		No Bid	Does not meet specifications			\$ 42,960.00
	Tax		No Bid	Does not meet specifications			\$ 3,007.20
	Total for TM &R		No Bid	Does not meet specifications			\$ 45,967.20
	Total	Does not meet specifications		Does not meet specifications			\$ 306,726.20

H & E Equipment Services did not bid on this project because they were unable to meet specification.

Bid Opened: September 10, 2009

Angela Seymour
Procurement Officer

Front-End Loader Bid

Explanation of Specification Exceptions

Specification	Dougherty Equipment - JCB	Flint Equipment – John Deere	Stafford Equipment - Kawasaki	Blanchard Equipment - CAT	ASC Construction Equipment - Volvo
Bid w/Tax	\$196,722.71	\$238,563.99	\$236,854.81	\$247,287.70	\$260,759.00
TM&R	19,675.00	31,174.80	43,655.58	34,400.00	42,960.00
Total Bid	\$216,397.71	\$269,738.79	\$280,510.39	\$281,687.70	\$303,719.00
Final Drive – Differentials to be limited slip no spin & differential lock	No – took exception to differential lock	Yes	Yes	Yes	Yes
Four in one bucket – 4.0 cubic yard w/load capacity of 4.25 to 4.75 cu yd.	No – took exception, provided 3.25 cubic yard bucket	Yes	Yes	Yes	Yes
Solid Hood w/Hydraulic lift	Yes	No – Do not provide one piece hood, panel open sideways- Manual	No – Gull wing engine panels- Manual	Yes	Yes
Air Horn	No	Yes	Yes	Yes	Yes
Roll-down sunscreen for rear window	No	Yes	Yes	Yes	Yes
Remote forward, neutral, reverse control switch w/valve/lever combination	Yes	No – 4 valve system only provided w/steering column	Yes	Yes	Yes
Ladder, Cable	Yes	No	Yes	Yes	Yes
Power Train Warranty 7 yr, 7500 hours	Yes	Yes	No	Yes	Yes

COUNTY OF LEXINGTON

Energy Efficiency and Conservation Block Grants

Evaluation Committee Report and Recommendation Request for Proposals No. PQ09014-04/08/09S.

December 02, 2009

PURPOSE

The County of Lexington issued a Request for Proposal (RFP) to establish a contract with a consulting firm to assist in planning and managing the Energy Efficiency and Conservation Block Grants (EECBG).

EVALUATION COMMITTEE

An evaluation committee was appointed by Katherine Hubbard, County Administrator, to evaluate and review the proposals and ultimately report its recommendation to County Council for their consideration. Committee members were Ron Scott, Director of Community Development; Reggie Murphy, Procurement Manager; Randy Quattlebaum, Building Services Manager; Adam Dubose, Grants Manager; and Faith Alexander, Development/Special Projects Assistant.

SOLICITATION REQUIREMENTS

The required legal advertisements, soliciting sealed competitive proposals for the professional services, were placed and appeared on the County's website. The proposals were due at 4:00 p.m. on April 08, 2009. At that time, the County had received proposals from two (2) responsive firms.

EVALUATION PROCESS

On May 13, 2009 the Evaluation Committee began its evaluation process. Copies of the submittals were distributed to each committee member for their individual evaluation. The committee met again on May 20, 2009 for detailed discussions of their individual evaluation of the proposals and respective scoring of each criteria factor. Oral presentations were then scheduled for June 02, 2009 for both firms. Only one of the firms responded to our invitation to further explore their proposal. The evaluation committee's review, based upon the quality of the responses to the request for qualifications, resulted in The Louis Berger Group, Inc. receiving the highest number of total points. Contract negotiations began June 10, 2009 with The Louis Berger Group, Inc. and have been finalized on December 02, 2009.

CONTRACT PERFORMANCE

The term of this contract shall be in accordance with the proposal and shall be completed no later than the term of the EECBG grant requirements.

PROPOSED COST

The price for completing the program is estimated not to exceed \$154,307.00, including the costs of two (2) program and plan options.

RECOMMENDATION

The committee hereby submits and recommends for Council consideration and approval to award a contract with The Louis Berger Group, Inc. We further recommend that this proposal be placed on the County Council agenda for their next scheduled meeting on December 08, 2009.

Jeffrey A. Hyde
Procurement Officer

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



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 # **M09-08**

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

Boyd Miller Circle from portion classified as Local to Marcellus Road (1475 Feet)

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

TMS#: N/A Property Owner: N/A

Reason for the request: The applicant is requesting a change in the road classification to allow for a group assembly activity (lawnmower track).

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: 11/16/09 Applicant: Property Owner Authorized Agent

Phone #(s): cell (803) 217-7107 _____

Signature: Signature on file Printed Name: Levy and Robin Miller

Street/Mailing Address: 2038 Boyd Miller Circle, Leesville 29070

11/16/09	Application Received
	Newspaper Advertisement
	Notices Mailed

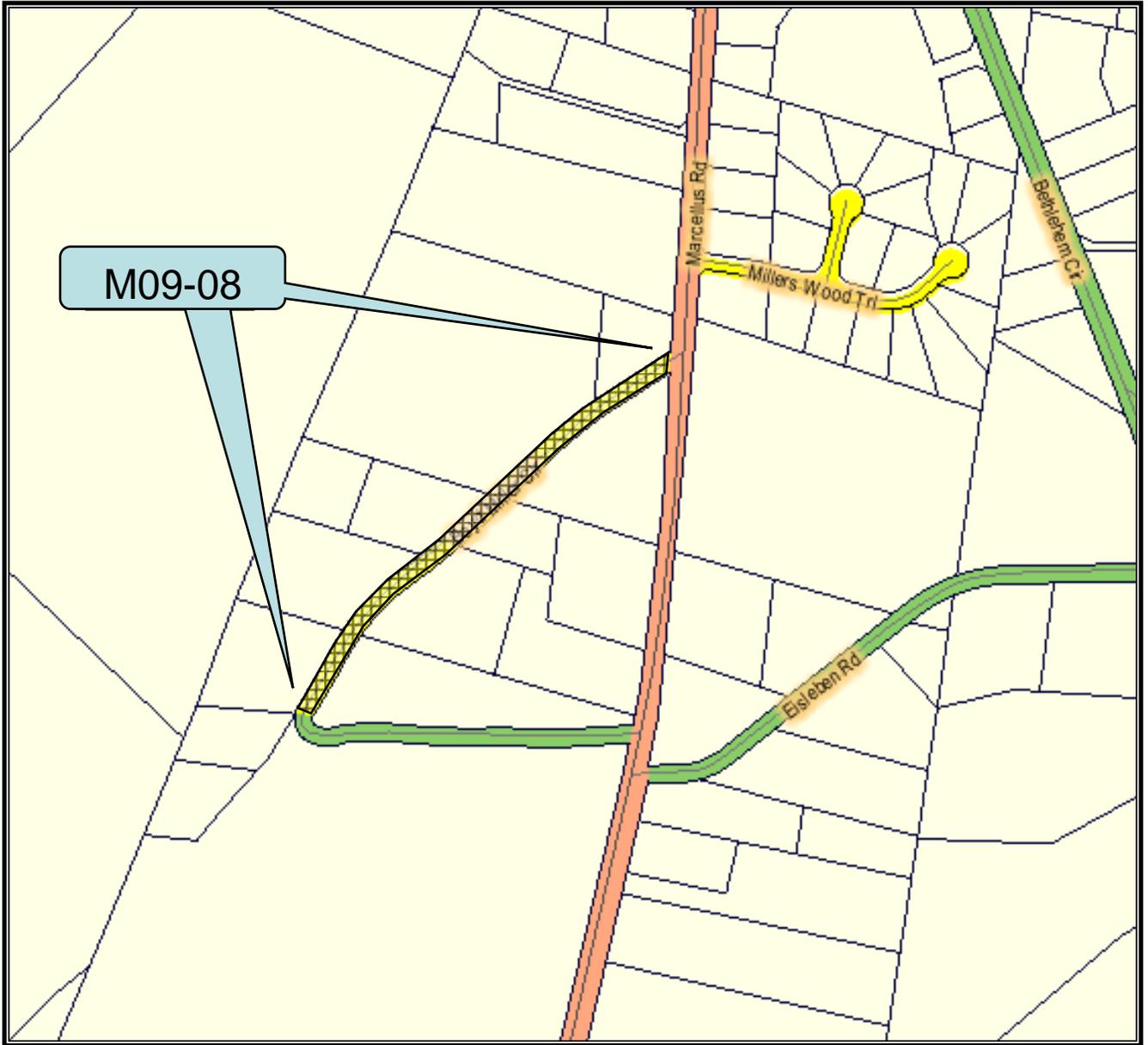
11/16/09	Fee Received
	Property Posted
	Planning Commission

Planning Commission Recommendation: _____

12/08/09	First Reading	Public Hearing	Second Reading	Third Reading
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Results: _____

Zoning Map Amendment Application M09-08



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 M09-08



NOTE: Road 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 # **M09-05**

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

North Lake Drive at the City of Columbia Water Treatment Facility

Zoning Classifications: (Current) Development (D) (Proposed) Restrictive Development (RD)

TMS#: 001800-07-002 P/O Property Owner: City of Columbia

Reason for the request: The change in zoning is requested to allow for a SCANA communications tower to be constructed on a portion of the property.

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: 8/7/2009 Applicant: Property Owner Authorized Agent

Phone #(s): work (803) 929-1070 _____

Signature: Signature on file Printed Name: Pennington Law Firm, LLP c/o Kelli Graham

Street/Mailing Address: PO Box 2844, Columbia, SC 29202

8/7/2009	Application Received
9/24/2009	Newspaper Advertisement
9/23/2009	Notices Mailed

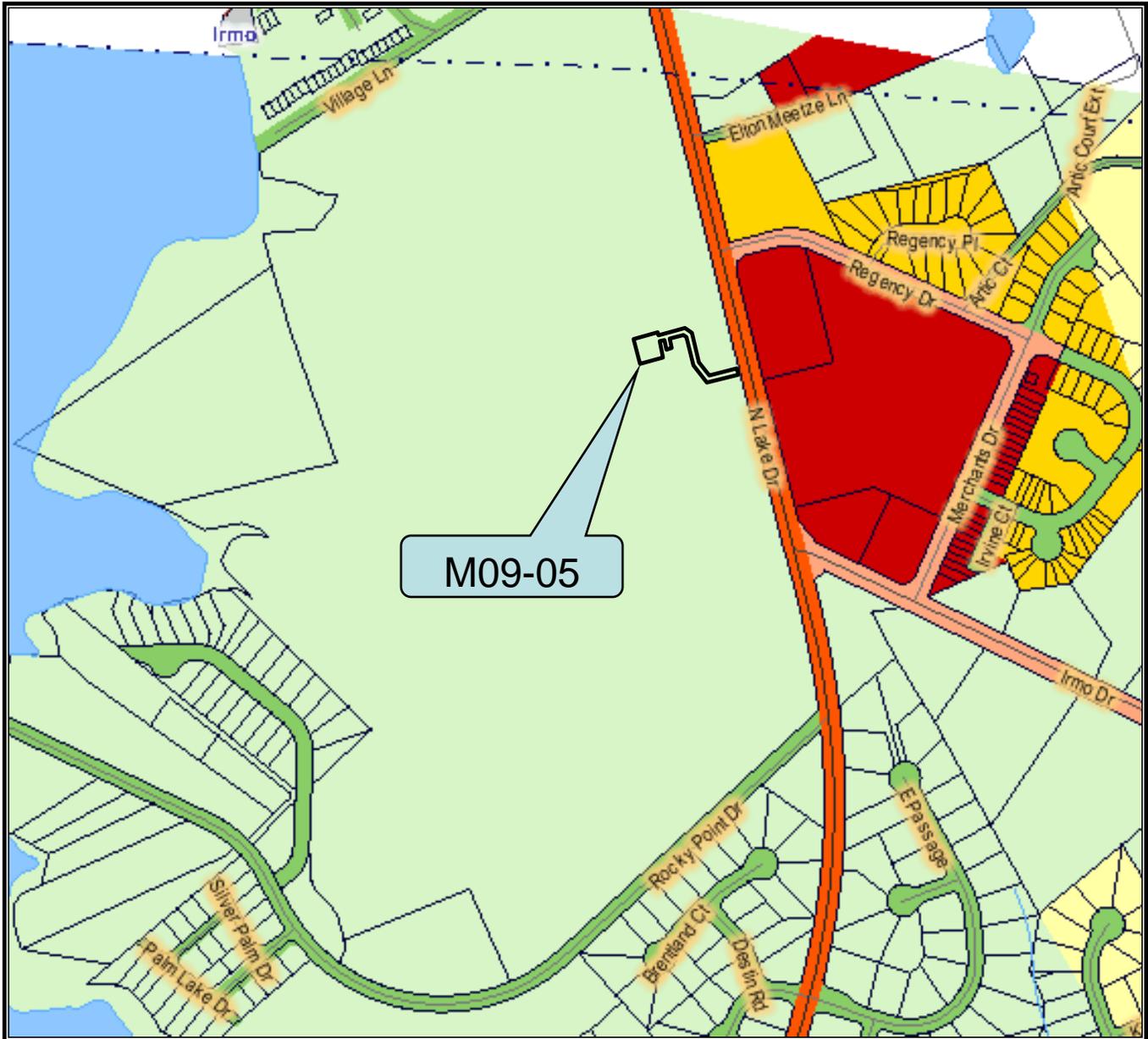
8/7/2009	Fee Received
9/28/2009	Property Posted
10/15/2009	Planning Commission

Planning Commission Recommendation: Recommended approval by a vote of 6 in favor of the motion and 0 opposed.

9/22/09	First Reading	10/13/09	Public Hearing	10/27/09	Second Reading	Third Reading
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Results: _____

Zoning Map Amendment Application M09-05



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

M09-05

LEGAL DESCRIPTION OF 80' X 80' SCANA LEASE AREA, PARCEL "C"

A PART OF THAT CERTAIN PARCEL OF LAND, NOW OR FORMERLY OWNED BY THE CITY OF COLUMBIA, DEED BOOK 4996, PAGE 68, TMS# 001800-07-002, SITUATE, LYING AND BEING IN THE CITY OF COLUMBIA, COUNTY OF LEXINGTON, STATE OF SOUTH CAROLINA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE INTERSECTION OF THE WESTERN RIGHT OF WAY OF NORTH LAKE DRIVE AND THE NORTHERN RIGHT OF WAY OF ROCKY POINT DRIVE, HAVING SOUTH CAROLINA STATE PLANE COORDINATES OF NORTHING: 823,070.70 AND EASTING: 1,932,866.51; THENCE, NORTH 25°08'48" WEST, 1115.62 FEET TO THE TRUE POINT OF BEGINNING, HAVING SOUTH CAROLINA STATE PLANE COORDINATES OF NORTHING: 824,080.59 AND EASTING: 1,932,392.44; THENCE, (1) SOUTH 74°56'54" WEST, 80.00 FEET, TO A POINT; THENCE, (2) NORTH 15°03'06" WEST, 80.00 FEET, TO A POINT; THENCE, (3) NORTH 74°56'54" EAST, 80.00 FEET, TO A POINT; THENCE, (4) SOUTH 15°03'06" EAST, 80.00 FEET, TO THE POINT AND PLACE OF BEGINNING.

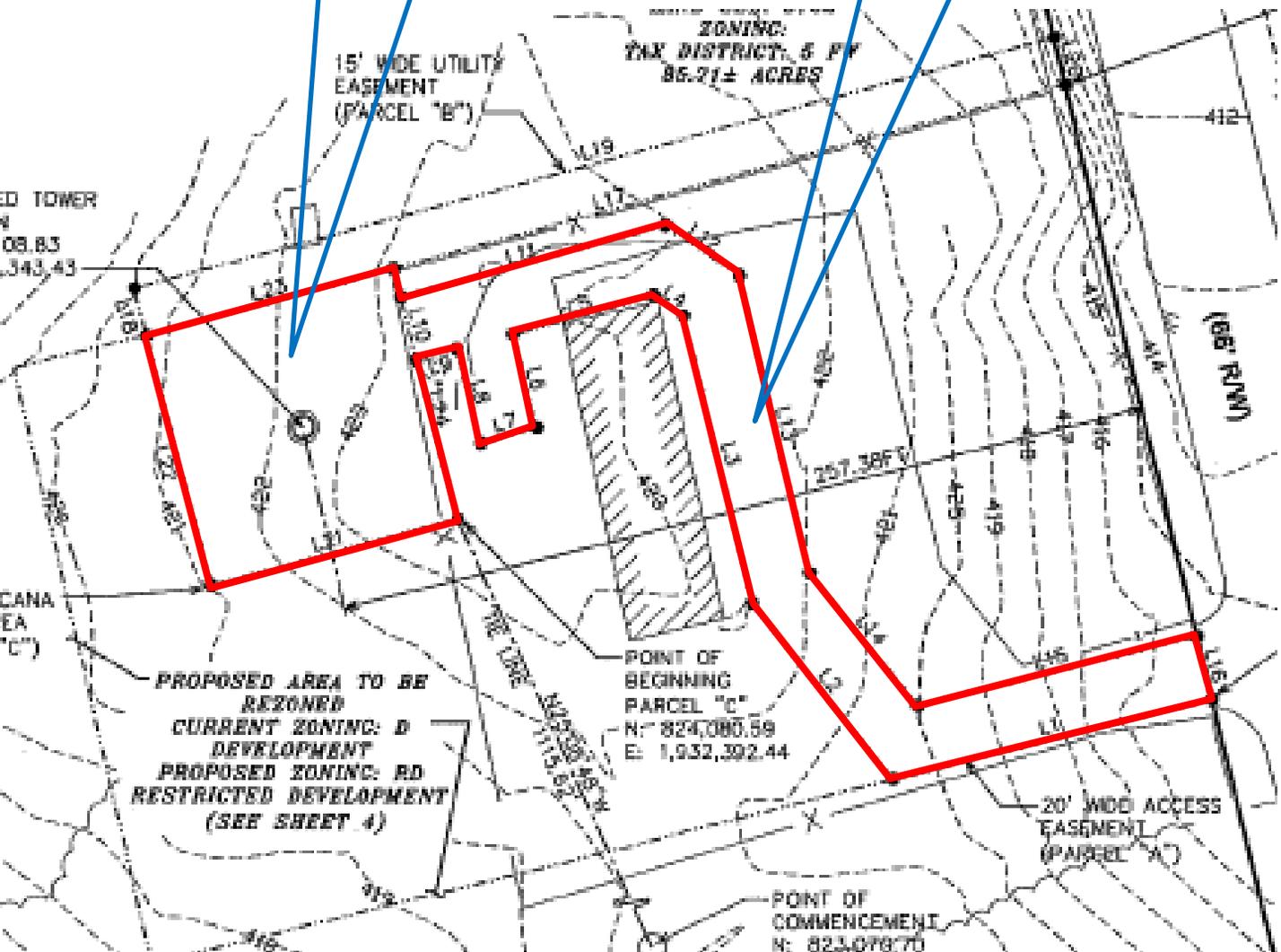
SAID PARCEL OF LAND CONTAINING WITHIN SAID BOUNDS 6,400 SQUARE FEET, OR 0.147 ACRES, MORE OR LESS.

LEGAL DESCRIPTION OF 20' WIDE ACCESS EASEMENT, PARCEL "A"

A PART OF THAT CERTAIN PARCEL OF LAND, NOW OR FORMERLY OWNED BY THE CITY OF COLUMBIA, DEED BOOK 4996, PAGE 68, TMS# 001800-07-002, SITUATE, LYING AND BEING IN THE CITY OF COLUMBIA, COUNTY OF LEXINGTON, STATE OF SOUTH CAROLINA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE INTERSECTION OF THE WESTERN RIGHT OF WAY OF NORTH LAKE DRIVE AND THE NORTHERN RIGHT OF WAY OF ROCKY POINT DRIVE, HAVING SOUTH CAROLINA STATE PLANE COORDINATES OF NORTHING: 823,070.70 AND EASTING: 1,932,866.51; THENCE, ALONG WESTERN RIGHT OF WAY OF NORTH LAKE DRIVE, NORTH 13°57'02" WEST, 983.59 FEET TO THE TRUE POINT OF BEGINNING, HAVING SOUTH CAROLINA STATE PLANE COORDINATES OF NORTHING: 824,025.28 AND EASTING: 1,932,629.38; THENCE, (1) SOUTH 76°11'22" WEST, 102.94 FEET, TO A POINT; THENCE, (2) NORTH 39°19'48" WEST, 69.88 FEET, TO A POINT; THENCE, (3) NORTH 14°03'27" WEST, 91.37 FEET, TO A POINT; THENCE, (4) NORTH 57°04'17" WEST, 11.82 FEET, TO A POINT; THENCE, (5) SOUTH 74°56'54" WEST, 45.63 FEET, TO A POINT; THENCE, (6) SOUTH 15°03'06" EAST, 30.00 FEET, TO A POINT; THENCE, (7) SOUTH 74°56'54" WEST, 18.00 FEET, TO A POINT; THENCE, (8) NORTH 15°03'06" WEST, 30.00 FEET, TO A POINT; THENCE, (9) SOUTH 74°56'54" WEST, 13.00 FEET, TO A POINT; THENCE, (10) NORTH 15°03'06" WEST, 20.00 FEET, TO A POINT; THENCE, (11) NORTH 74°56'54" EAST, 85.53 FEET, TO A POINT; THENCE, (12) SOUTH 57°04'17" EAST, 28.30 FEET, TO A POINT; THENCE, (13) SOUTH 14°03'27" EAST, 94.77 FEET, TO A POINT; THENCE, (14) SOUTH 39°19'48" EAST, 52.88 FEET, TO A POINT; THENCE, (15) NORTH 76°11'22" EAST, 90.27 FEET, TO A POINT ON SAID RIGHT OF WAY; THENCE, (16) SOUTH 13°57'02" EAST, 20.00 FEET, TO THE POINT AND PLACE OF BEGINNING.

SAID EASEMENT OF LAND CONTAINING WITHIN SAID BOUNDS 7,582 SQUARE FEET, OR 0.17 ACRES, MORE OR LESS.



Zoning Map Amendment Application M09-05



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

ORDINANCE NO. 09-14
AN ORDINANCE

AUTHORIZING THE IRMO-CHAPIN RECREATION COMMISSION OF THE IRMO-CHAPIN RECREATION DISTRICT TO ISSUE GENERAL OBLIGATION BONDS IN THE PRINCIPAL AMOUNT OF NOT EXCEEDING \$1,030,000; AND OTHER MATTERS RELATING THERETO.

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

Section 1. Findings. The County Council (“County Council”) of Lexington County, South Carolina (“County”), hereby finds and determines”

(a) The Irmo-Chapin Recreation Commission (“Commission”) is the governing body of the Irmo-Chapin Recreation District (“District”) and has submitted a petition dated September 23, 2009, to the County Council requesting authorization to issue not exceeding \$1,030,000 aggregate principal amount general obligation bonds of the District (“Bonds”).

(b) After due notice thereof (Exhibit A), a public hearing was held by County Council on the question of the issuance of the Bonds.

(c) The District was established pursuant to Act No. 329 of the Act and Joint Resolutions of the General Assembly of the State of South Carolina, Regular Session of 1969, as amended (“Act”).

(d) The corporate powers and responsibilities of the District are performed by the Commission and as such the Commission is the governing body of the District.

(e) The Act committed to the Commission the power to acquire, by gift, purchase, or through exercise of eminent domain, lands, or interests therein whereupon to establish general recreational facilities.

(f) The Commission plans to undertake the following: (i) acquire certain real property and related improvements; and (ii) make other capital improvements, including repairs, within the District, to its various facilities and equipment (collectively, “Projects”) at an approximate cost of \$1,030,000.

(g) To finance the costs of the Projects, the Commission, on behalf of the District, proposes to issue not exceeding \$1,030,000 aggregate principal amount general obligation bonds of the District, at one time or from time to time, pursuant to the provisions of Title 6, Chapter 11, Article 5 (“Issuing Act”), Code of Laws of South Carolina, 1976, as amended (“Code”).

(h) Article X, Section 14 of the Constitution of the State of South Carolina, 1895, as amended, provides that special purpose districts have the power to issue bonded indebtedness only for a purpose which is a public purpose and a corporate purpose in an amount (1) which does not exceed eight percent of the assessed value of all taxable property therein upon such terms and conditions as the General Assembly shall prescribe by general law or (2) which has been voted upon favorably by the electors of the District.

(i) Pursuant to the Issuing Act, the county boards of all counties of the State of South Carolina (“State”) wherein special purpose districts exist are empowered to authorize the governing body of any such special purpose district to issue bonds of the special purpose district whose proceeds shall be used in furtherance of any power of the special purpose district.

(j) Prior to authorizing a special purpose district to issue bonds, the Issuing Act requires the county board to order a public hearing to be held upon the question of the issuance of bonds of such special purpose district.

(k) The County Council constitutes a “county board”; the District constitutes a “special purpose district”; the Commission constitutes a “commission”; the Bonds constitute “bonds”; and the undertaking of the Projects constitutes a “power” committed to the District, as such quoted terms are defined in the Issuing Act.

(l) The County Council held a public hearing on November 10, 2009, after due notice thereof.

Section 2. *Authorization to Issue Bonds.* Pursuant to the aforementioned constitutional and statutory provisions, the Commission, on behalf of the District, is hereby authorized to issue the Bonds of the District. The Bonds may be issued at one time or from time to time. The Bonds shall be dated, shall mature, shall be in such denominations, shall bear such interest, shall be subject to redemption, shall be executed and shall contain such other provisions as the Commission shall determine.

Section 3. *Security for and Payment of Bonds; Pledge of Credit.* For the payment of the principal of and interest on the Bonds as they respectively mature and for the creation of such sinking funds as may be necessary therefor, the full faith, credit, and taxing power of the District shall be irrevocably pledged, and there shall be levied annually by the Auditor of the County and collected by the Treasurer of the County, in the same manner as property taxes are levied and collected, a tax without limit on all taxable property in the District sufficient to pay the principal of and interest on the Bonds as they respectively mature and to create such sinking fund as may be necessary therefor.

Section 4. *General Authorization to Commission.* The Commission is authorized to do all things necessary or convenient in accordance with applicable law to effect the issuance and sale of the Bonds at such time as it deems necessary and in the interest of the District.

Section 5. *General Repealer.* All orders, resolutions, ordinances and parts thereof, procedural and otherwise, in conflict herewith or the proceedings authorizing the issuance of the Bonds are, to the extent of such conflict, hereby repealed and this Ordinance shall take effect and be in full force from and after its passage and approval.

Section 6. *Codification.* This Ordinance shall forthwith be codified in the Code of County Ordinances in the manner prescribed by law.

THEREFORE, be it ORDAINED by the Lexington County Council, this ____ day of November, 2009.

LEXINGTON COUNTY, SOUTH CAROLINA

Chair, Lexington County Council

(SEAL)

ATTEST:

Clerk, Lexington County Council

First Reading: _____, 2009
Second Reading: _____, 2009
Public Hearing: _____, 2009
Third Reading: _____, 2009

EXHIBIT A

[Affidavit of Publication of Notice of Public Hearing]

Ordinance No. 09-15

AN ORDINANCE

AUTHORIZING THE EXECUTION AND DELIVERY OF A FEE AGREEMENT BY AND AMONG LEXINGTON COUNTY, SOUTH CAROLINA, HUSQVARNA PROFESSIONAL PRODUCTS, INC., ITS AFFILIATES AND ASSIGNS, AS SPONSOR, AND MIDWAY LOGISTICS I LLC, ITS AFFILIATES AND ASSIGNS, AS SPONSOR AFFILIATE, TO PROVIDE FOR A FEE IN LIEU OF *AD VALOREM* TAXES INCENTIVE, INCLUDING THE INCLUSION OF THE COMPANY'S PROPERTY IN A MULTI-COUNTY PARK, AND OTHER MATTERS RELATED THERETO.

WHEREAS, Lexington County, South Carolina ("County"), acting by and through its County Council ("County Council") is authorized and empowered under and pursuant to the provisions of Title 12, Chapter 44, 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; and (ii) to covenant with such industry to accept certain payments in lieu of *ad valorem* taxes ("FILOT") with respect to such investment; and

WHEREAS, pursuant to Title 4, Section 1, Code of Laws of South Carolina, 1976, as amended ("MCIP Act"), the County is authorized to develop multi-county industrial parks with other qualifying counties and, in its discretion, include within the boundaries of such parks the property of qualifying industries. Under the authority provided in the MCIP Act, the County has created previously a multi-county park with Calhoun County ("Park"); and

WHEREAS, the project consists of a joint investment by a tenant, Husqvarna Professional Products, Inc., its affiliates and assigns (collectively, "Sponsor"), and a property owner, Midway Logistics I LLC, its affiliates and assigns (collectively, "Sponsor Affiliate" and, together with the Sponsor, "Company"), and is planning a total investment consisting of the expenditure of approximately \$8,300,000 along with the creation by the Sponsor of at least 33 new jobs in order to establish a new warehouse and distribution center within the County ("Project"); and

WHEREAS, the County hereby identifies the Project, as required by the Act; and

WHEREAS, the County has determined to offer the Company a FILOT incentive package at an assessment ratio of 6%, with a fixed millage rate for 20 years, being the millage rate of 290.184, as approved in the Inducement and Millage Rate Agreement, dated October 27, 2009 (and as permitted under the Act). In addition, the County has determined to include the Company's Project within the boundaries of the Park. The terms and conditions of each of these incentives are more fully described in the Fee Agreement ("Fee Agreement") attached hereto as Exhibit A.

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

Section 1. *Authorization to Execute and Deliver Fee Agreement.* The Chairman of County Council is hereby authorized and directed to execute the Fee Agreement, which is in substantially final form as hereto attached in the name of and on behalf of the County, subject to the approval

of any revisions as are not materially adverse to the County by the County Administrator and the County Attorney, and the County Administrator is hereby authorized and directed to attest the Agreement; and the Chairman is hereby further authorized and directed to deliver the Agreement to the Company.

Section 2. *Statutory Findings.* The County hereby finds: (i) the Project will benefit the general public welfare of the County by providing service, 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 or 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 3. *Inclusion within the Park.* The expansion of the Park boundaries to include the Project Site, as described on the attached Exhibit B, is hereby authorized and approved.

Section 4. *Approval of Sponsor Affiliate.* The County Council hereby approves [Company Name], along with one or more existing, or to-be-formed or acquired subsidiaries, or affiliated or related entities as a Sponsor Affiliate as required under the Act.

Section 5. *General Repealer.* All ordinances, resolutions, and parts thereof in conflict herewith are, to the extent of such conflict, hereby repealed.

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

LEXINGTON COUNTY, SOUTH CAROLINA

Debra B. Summers, Chair
Lexington County Council

(SEAL)
ATTEST:

Diana Burnett, Clerk to Council
Lexington County Council

READINGS:

First Reading: October 27, 2009
Second Reading: November 10, 2009
Third Reading: December 8, 2009
Public Hearing: November 10, 2009

EXHIBIT A

Fee In Lieu of Ad Valorem Taxes Agreement

EXHIBIT B

Description of Property

FEE-IN-LIEU OF AD VALOREM TAXES AGREEMENT

AMONG

**HUSQVARNA PROFESSIONAL PRODUCTS, INC.,
AS SPONSOR**

**MIDWAY LOGISTICS I LLC,
AS SPONSOR AFFILIATE**

AND

LEXINGTON COUNTY, SOUTH CAROLINA

DATED AS OF DECEMBER 1, 2009

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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FEE-IN-LIEU OF AD VALOREM TAXES AGREEMENT

THIS FEE-IN-LIEU OF AD VALOREM TAXES AGREEMENT (“Fee Agreement”) is made and entered into as of December 1, 2009, by and among 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, Husqvarna Professional Products, Inc., along with one or more existing, or to-be-formed or acquired subsidiaries, or affiliated or related entities (collectively, “Sponsor”), and Midway Logistics I LLC, as a Sponsor Affiliate along with one or more existing, or to-be-formed or acquired subsidiaries, or affiliated or related entities (collectively, “Sponsor Affiliate” and, together with the Sponsor, “Company”).

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.

(b) Pursuant to the Act, the County finds that (a) the Project (as defined herein) is anticipated to benefit the general public welfare of the County by providing services, employment, recreation, or other public 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.

(c) The Sponsor has agreed to establish and support a new warehousing and distribution facility, which includes typical distribution and warehousing center equipment, e.g., racking, conveyor systems, packing equipment and IT/telephone systems, within the County (“Sponsor Project”). The Sponsor’s total investment in the Sponsor Project will be \$2,500,000, which qualifies the Sponsor Project for benefits under the Act. The Sponsor anticipates the creation of at least 33 new full time jobs in the County in conjunction with the Sponsor Project (collectively, the investment and job creation in the foregoing sentences constitute the “Sponsor Commitment”).

(d) The Sponsor Affiliate has agreed to construct the building in which the Project will be located, (“Sponsor Affiliate Project” and, together with the Sponsor Project, “Project”). The Sponsor Affiliate’s total investment in the Sponsor Affiliate Project will be \$5,800,000 (subject to adjustment as provided below, “Sponsor Affiliate Commitment” and, together with the Sponsor Commitment, “Project Commitment”).

(e) Pursuant to a resolution adopted on October 27, 2009 (“Inducement Resolution”), the County formally identified the Project as required by the Act. Pursuant to an Ordinance adopted on December 8, 2009 (“Fee Ordinance”), the County Council authorized the County to enter into a Fee Agreement with the Company which identifies the property comprising the Project as Economic Development Property under the Act subject to the terms and conditions hereof.

(f) The Sponsor and Sponsor Affiliate intend to enter into a commercial leasing arrangement with respect to the building that will comprise a portion of the Project.

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.

“Chairman” means the Chairman 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 the last day of the first property tax year during which Economic Development Property is placed in service.

“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 Sponsor or Sponsor Affiliate’s, as the case may be, 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 are identified by the Sponsor or Sponsor Affiliate, as the case may be, in connection with the annual filing of a SCDOR PT-100, PT-300 or comparable forms with the South Carolina Department of Revenue and Taxation (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 Sponsor or Sponsor Affiliate, as the case may be, except as may be necessary to take advantage of the effect of Section 12-44-160.

“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 Sponsor or Sponsor Affiliate, as the case may be, during the Investment Period as a part of the Project.

“Event of Default” means any Event of Default specified in Section 3.12 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 Sponsor or Sponsor Affiliate, as the case may be, is obligated to pay to the County.

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

“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 Agreement, this date may be extended by subsequent resolution of the County Council, in accordance with the Act, for up to five additional years.

“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 twenty 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 maximum period of years that the annual fee payment is available to the Sponsor or Sponsor Affiliate, as the case may be, 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 Sponsor or Sponsor Affiliate, as the case may be; 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 Sponsor or Sponsor Affiliate, 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 Sponsor 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 Sponsor 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 Sponsor 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.

(d) As required by the terms of the Act, the County hereby acknowledges and approves the Sponsor Affiliate.

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

(a) The Sponsor is a corporate entity qualified to conduct business in the State of South Carolina and has power to enter into this Fee Agreement.

(b) The Sponsor’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 Sponsor restriction or any agreement or instrument to which the Sponsor is now a party or by which it is bound.

(c) The Sponsor intends to operate the Project as a “project” within the meaning of the Act as in effect on the date hereof, and for such other purposes permitted under the Act, as the Sponsor 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 Sponsor to undertake the Project in the County.

(e) The Sponsor will invest a minimum of \$2,500,000 by the end of the Investment Period.

(f) The Sponsor will create at least 33 new full time jobs during the Investment Period.

Section 2.3. *Representations of the Sponsor Affiliate.* The Sponsor Affiliate hereby represents and warrants to the County as follows:

(a) The Sponsor Affiliate is a limited liability company qualified to conduct business in the State of South Carolina and has power to enter into this Fee Agreement.

(b) The Sponsor Affiliate'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 Sponsor Affiliate restriction or any agreement or instrument to which the Sponsor Affiliate is now a party or by which it is bound.

(c) The Sponsor Affiliate will invest a minimum of \$5,800,000 by the end of the Investment Period.

(d) All savings resulting from the FILOT as described herein and accruing to the Sponsor Affiliate will be passed on pro-rata to the Sponsor and the other tenants of the building, and the leases between the Sponsor Affiliate, the Sponsor and such other tenants shall reflect same.

(e) As required by the Act, the Sponsor Affiliate agrees to be bound by the terms of this Fee Agreement in so far as the terms concern the Economic Development Property owned by the Sponsor Affiliate. The Sponsor Affiliate is not bound by any covenants that specifically apply only to the Sponsor.

ARTICLE III FILOT PAYMENTS

Section 3.1. *Negotiated Payments.*

(a) Pursuant to Section 12-44-50 of the Act, the Sponsor and Sponsor Affiliate, as appropriate, are 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: the Sponsor or Sponsor Affiliate, as appropriate, 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, 2014.

(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 19 years 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 and Taxation 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 Sponsor or Sponsor Affiliate, as the case may be, 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 Sponsor or Sponsor Affiliate, as the case may be, 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 19 years thereafter or such longer period of years that the annual fee payment is permitted to be made by the Sponsor or Sponsor Affiliate, as the case may be, under the Act, as amended.

Step 3: Use a millage rate of 290.184 (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 or such longer period of years that the annual fee payment is permitted to be made by the Sponsor or Sponsor Affiliate, as the case may be, under the Act, as amended.

(c) If, by the end of the Investment Period, the Company fails to meet its Project Commitment, then 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.

(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 prospectively at the minimum permitted level so determined.

(e) In the event that the Act and/or the above-described FILOT Payments 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 Sponsor or Sponsor Affiliate, as the case may be, 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 Sponsor or Sponsor Affiliate, as the case may be, 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 Sponsor or Sponsor Affiliate, 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 Sponsor or Sponsor Affiliate, as the case may be, to the County hereunder, shall be reduced by the total amount of payments in lieu of *ad valorem* taxes made by the Sponsor or Sponsor Affiliate, as the case may be, with respect to the Project pursuant to the terms hereof, and further reduced by any abatements provided by law. Upon request, the County shall consider implementation of any subsequent statutory changes that could benefit the Company.

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 Sponsor or Sponsor Affiliate, as the case may be, 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 Sponsor or Sponsor Affiliate, as the case may be, 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 Sponsor or Sponsor Affiliate, as the case may be, 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 Sponsor or Sponsor Affiliate, as the case may be, 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, 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. However, failure of the Sponsor to maintain its investment at the Sponsor Commitment (using original costs basis less depreciation) shall constitute an Event of Default under Section 3.12(e) hereof.

Section 3.4. *Place and Allocation of FILOT Payments.* The Sponsor or Sponsor Affiliate, as the case may be, shall make the above-described FILOT Payments directly to the County in accordance with applicable law. FILOT payments are allocated in accordance with the Act.

Section 3.5. *Removal of Equipment.* 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 Sponsor or Sponsor Affiliate, 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 Sponsor or Sponsor Affiliate, in its sole discretion, elects to remove pursuant to Section 3.6(c) or Section 3.7(b)(iii) hereof. However, failure of the Sponsor to maintain its investment at the Sponsor Commitment (using original cost basis less depreciation) shall constitute and Event of Default under Section 3.12(e) 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 Sponsor shall be entitled to terminate this Agreement.

(b) *Election to Rebuild.* In the event the Project is damaged by fire, explosion, or any other casualty, and if the Sponsor does not elect to terminate this Agreement, the Sponsor may, in its sole discretion, commence (or cause the Sponsor Affiliate to 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 Sponsor. 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 Sponsor or Sponsor Affiliate, as the case may be, to the County under Section 3.1 hereof.

(c) *Election to Remove.* In the event the Sponsor elects not to terminate this 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 Sponsor, the Sponsor 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 Sponsor 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 Sponsor; or (iii) to treat the portions of the Project so taken as Removed Components.

Section 3.8. Maintenance of Existence. The Sponsor 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 Sponsor or Sponsor Affiliate's, as the case may be, corporate existence that result from internal restructuring or reorganization of the Sponsor or Sponsor Affiliate, as the case may be, or its respective parent are specifically authorized hereunder. Likewise, benefits granted to the Sponsor or Sponsor Affiliate, as the case may be, 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 3.11 hereof. Such transfers are specifically approved and authorized by the County without any further action by the County Council.

Section 3.9. Indemnification Covenants. (a) Except as provided in paragraph (b) below, the Company shall indemnify and save the County, its past, present, and future employees, elected officials, officers and agents (each, an "Indemnified Party") harmless against and from all claims by or on behalf of any person arising from the County's execution of this Agreement, performance of the County's obligations under this Agreement or the administration of its duties pursuant to this Agreement, or otherwise by virtue of the County having entered into this Agreement. If such a claim is made against any Indemnified Party, then subject to the provisions of (b) below, the Company shall defend the Indemnified Party in any action or proceeding.

(b) Notwithstanding anything herein to the contrary, the Company is not required to indemnify any Indemnified Party against any claim or liability (1) occasioned by the acts of that Indemnified Party, which are unrelated to the execution of this Agreement, performance of the County's obligations under this Agreement, or the administration of its duties under this Agreement, or otherwise by virtue of the County having entered into this Agreement; (2) resulting from that Indemnified Party's own negligence, bad faith, fraud, deceit, or willful misconduct.

(c) An Indemnified Party may not avail itself of the indemnification provided in this Section unless it provides the Company with prompt notice, reasonable under the circumstances, of the existence or threat of any claim or liability, including, without limitation, copies of any citations, orders, fines, charges, remediation requests, or other claims or threats of claims, in order to afford the Company notice, reasonable under the circumstances, within which to defend or otherwise respond to a claim.

(d) Following this notice, the Company shall resist or defend against any claim or demand, action or proceeding, at its expense, using counsel of its choice. The Company is entitled to manage and control the defense of or response to any claim, charge, lawsuit, regulatory proceeding or other action, for itself and the Indemnified Party; provided the Company is not entitled to settle any matter at the separate expense or liability of any Indemnified Party without the consent of that Indemnified Party. To the extent any Indemnified Party desires to use separate counsel for any reason, other than a conflict of interest, that Indemnified Party is responsible for its independent legal fees.

Section 3.10. Confidentiality/Limitation on Access to Project. The County acknowledges and understands that, to the extent, the Sponsor utilizes confidential and proprietary “state-of-the-art” manufacturing equipment and techniques and that a disclosure of any confidential and proprietary “state-of-the-art” information relating to such equipment or techniques, including, but not limited to, disclosures of financial or other information concerning the Sponsor’s operations would result in substantial harm to the Sponsor and could thereby have a significant detrimental impact on the Sponsor’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 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 Sponsor 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 3.11. 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 Sponsor or Sponsor Affiliate, as the case may be, so long as such assignment or sublease is made with County consent, which may be granted by Resolution of the County Council. The Sponsor shall be permitted to assign this Fee Agreement to any of its related companies.

Section 3.12. 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 Sponsor or Sponsor Affiliate, as the case may be, to make, upon levy, the FILOT Payments described in Section 3.1 hereof; provided, however, that the Sponsor or Sponsor Affiliate, as the case may be, shall be entitled to all redemption rights granted by applicable statutes; or

(b) Failure by the Sponsor or Sponsor Affiliate, as the case may be, to perform any of the other material terms, conditions, obligations or covenants of the Sponsor or Sponsor Affiliate, as the case may

be, hereunder, which failure shall continue for a period of ninety (90) days after written notice from the County to the Sponsor or Sponsor Affiliate, as the case may be, 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.

(c) Failure by the Sponsor to continue operations at the building constructed by the Sponsor Affiliate.

(d) Failure by the Sponsor to create at least 33 new full time jobs during the Investment Period.

(e) Failure by the Sponsor to meet the Sponsor Commitment by the end of the Investment Period.

(f) Failure by the Company to maintain the Project Commitment, as determined by the original cost basis without regard to depreciation, as the investment in the Project.

Section 3.13. Remedies on Default. In addition to the remedy articulated in Section 3.1(c), whenever any Event of Default shall have occurred and shall be continuing, the County, after having given written notice to the Sponsor or Sponsor Affiliate, as the case may be, of such default and after the expiration of a thirty (30) day cure period in which the Event of Default has not been cured, 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 Sponsor or Sponsor Affiliate, as the case may be, under this Fee Agreement.

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 3.14. 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 3.15. 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.

Section 3.16. 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 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. The fees reimbursable under this Section shall in no event exceed \$3,500 in the aggregate.

**ARTICLE IV
MISCELLANEOUS**

Section 4.1. Notices. Any notice, election, demand, request or other communication to be provided under this Fee Agreement shall be effective when delivered to the party named below or when deposited with the United States Postal Service, certified mail, return receipt requested, postage prepaid, addressed as follows (or addressed to such other address as any party shall have previously furnished in writing to the other party), except where the terms hereof require receipt rather than sending of any notice, in which case such provision shall control:

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 SPONSOR: Husqvarna Professional Products, Inc.
 Joseph Ruff
 Logistics--North America
 Husqvarna Outdoor Products
 7349 Statesville Road
 Charlotte, North Carolina 28269
 Telephone: (704) 921-6848

WITH A COPY TO: Husqvarna Office of General Counsel
7349 Statesville Road
Charlotte, North Carolina 28269

Parker Poe Adams & Bernstein LLP
1201 Main Street, Suite 1450 (29201)
Post Office Box 1509
Columbia, South Carolina 29202-1509
Telephone: 803-255-8000
Facsimile: 803-255-8017

AS TO THE SPONSOR: Midway Logistics I LLC
AFFILIATE Dale Stigamier
200 Center Pointe Circle, St. 100
Columbia, South Carolina 29210
Telephone: 803-798-3800
Facsimile: 803-798-3888

Section 4.2. *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. 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 4.3. *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 4.4. *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 4.5. *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 4.6. *Amendments.* The provisions of this Fee Agreement may only be modified or amended in writing by an agreement or agreements entered into between the parties.

Section 4.7. *Further Assurance.* From time to time 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 4.8. *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 strongest inducement possible to locate the Project in the County.

Section 4.9. *Limited Obligation.* THE PROJECT SHALL GIVE RISE TO NO PECUNIARY LIABILITY OF THE COUNTY OR ANY INCORPORATED MUNICIPALITY NOR TO ANY CHARGE AGAINST ITS GENERAL CREDIT OR TAXING POWER.

Section 4.10. *Force Majeure.* No party hereto shall 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, an act of terrorism or national emergency, acts of God, and any other cause, similar or dissimilar, beyond such party's reasonable control.

Section 4.11. *Execution Disclaimer.* Notwithstanding any other provision, the County is executing 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 4.12. *Relationship Between Sponsor and Sponsor Affiliate.* The parties acknowledge and agree that the relationship between the Sponsor and the Sponsor Affiliate is a tenant/landlord relationship. The Sponsor and the Sponsor Affiliate are not affiliates of one another in any fashion other than for purposes of the Project as set forth in this Agreement. Anything to the contrary contained in this Fee Agreement notwithstanding, the County acknowledges and agrees that the Sponsor shall not be responsible for any of the obligations of the Sponsor Affiliate pursuant to this Agreement or the Act, and the Sponsor Affiliate shall not be responsible for any of the obligations of the Sponsor pursuant to this Agreement or the Act.

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 Chairman of County Council and to be attested by the Clerk to County Council; and the Sponsor and the Sponsor Affiliate have each, individually, caused this Fee Agreement to be executed by their respective duly authorized officer, all as of the day and year first above written.

LEXINGTON COUNTY, SOUTH CAROLINA

Debra B. Summers, Chair
Lexington County Council

(SEAL)
ATTEST:

Diana Burnett, Clerk to Council
Lexington County Council

[Signature Page to Fee in Lieu of Ad Valorem Tax Agreement dated as of December 1, 2009]

**HUSQVARNA PROFESSIONAL PRODUCTS, INC.,
AS SPONSOR**

BY
ITS

[Signature Page to Fee in Lieu of Ad Valorem Tax Agreement dated as of December 1, 2009]

AS SPONSOR AFFILIATE,

MIDWAY LOGISTICS I LLC

a South Carolina limited liability company

By: LCIP Investments LLC

a South Carolina limited liability company

Its: Sole Member

By: MV Southeast LLC

a South Carolina limited liability company

Its: Manager

By: _____

Print Name: _____

Authorized Signer

By: _____

Print Name: _____

Authorized Signer

[Signature Page to Fee in Lieu of Ad Valorem Tax Agreement dated as of December 1, 2009]

to provide certain incentives to the Company in consideration for certain investment within the County by the Company; and

WHEREAS, in accordance with the terms of the Inducement Resolution and Inducement Agreement, the Company has invested not less than \$12,000,000 in the County through the expansion of its manufacturing facilities located in the County (the "Expansion Project"); and

WHEREAS, in consideration of the jobs and investment created by the Company, which contribute to the tax base and the economic welfare of the County, the County wishes to affirm and finalize the incentive arrangements set forth in the Inducement Agreement through the Fee in Lieu of Tax and Incentive Agreement presented to this meeting (the "Incentive Agreement"); and

WHEREAS, the County having given due consideration to the economic development impact of the Expansion Project, has determined on the basis of the information supplied to it by the Company that the Expansion Project would subserve the purposes of the Act and would be directly, indirectly and substantially beneficial to the County, the taxing entities of the County and the citizens and residents of the County due to the investment by the Company, which contributes to the tax base and the economic welfare of the County, and, accordingly, the County agrees to the incentives set forth herein and in the Incentive Agreement ; and

WHEREAS, it appears that the Incentive Agreement now before this meeting is in appropriate form and is an appropriate instrument to be executed and delivered by the County for the purposes intended; and

WHEREAS, the Company previously acquired, or caused to be acquired, by construction and purchase certain facilities for use at its then existing facility in the Company (the "Original Project"); and

WHEREAS, by Ordinance No. 99-4 duly adopted by the County Council on April 27, 1999, the County, being authorized and empowered under and pursuant to the Code, particularly Title 4, Chapter 12 thereof (the "Streamlined FILOT Act"), the Special Source Act, and the Multi-County Park Act agreed to provide certain incentives to the Company in connection with the Original Project pursuant to that certain Real Property Lease Purchase Agreement between the County, as lessor, and the Company, as successor by assignment and merger to First Security Bank, National Association, not individually, but solely as the Owner Trustee under the Kitty Hawk Realty Trust 1999-1, as lessee, dated as of June 4, 1999 (the "Real Property Lease") and pursuant to that certain Personal Property Lease Purchase Agreement between the County, as lessor, and the Company, as successor by assignment and merger to Solectron South Carolina Corporation, as lessee, dated as of June 4, 1999 (the "Personal Property Lease" and, together with the Real Property Lease, the "Lease"); and

WHEREAS, pursuant to such arrangements, the County acquired title to the Original Project from the Company and currently leases the Original Project back to the Company pursuant to the Lease; and

WHEREAS, pursuant to Section 12-44-170(B) of the Simplified FILOT Act, the County and the Company now seek to re-document the FILOT and other incentive arrangements

specified in the Lease and, in connection therewith, shall replace the Lease and related documents in their entirety by entering into the Incentive Agreement; and

WHEREAS, simultaneously with the replacement of the Lease and related documents by the Incentive Agreement, the County shall re-convey to the Company all assets comprising the Original Project currently titled in the County in accordance with the terms of the Lease; and

WHEREAS, all such matters are to be undertaken in accordance with the terms and provisions of the Incentive Agreement now before this meeting;

NOW, THEREFORE, BE IT ORDAINED by the Council as follows:

Section 1. After due investigation and consideration, and as contemplated by Section 12-44-40(H) of the Code, the findings and determinations set forth in the Inducement Resolution, particularly Section 1 subparagraphs (a) through (f), inclusive, are hereby ratified and confirmed.

Section 2.

(a) The County hereby agrees to enter into an Incentive Agreement with the Company whereby the Company will agree to invest or cause to be invested not less than \$11,000,000 in real property and not less than \$1,000,000 in personal property with respect to the Expansion Project during the period specified in the Inducement Agreement, and the County will agree to accept negotiated FILOT payments with respect to the Expansion Project to be calculated as set forth hereinbelow and in the Incentive Agreement.

(b) The negotiated FILOT with respect to the Expansion Project shall be determined by using: (1) an assessment ratio of 6%; (2) the millage rate of 388.688 mills, which rate the parties understand was in effect on June 30, 2007, with respect to the Expansion Project site, and which rate shall remain fixed for the term of the Incentive Agreement; (3) the fair market value of such Economic Development Property of the Expansion Project determined in accordance with the Act; and (4) and such other terms and conditions as are specified in the form of Incentive Agreement presented to this meeting. Such negotiated FILOT shall extend to all Economic Development Property (as defined in the Incentive Agreement) placed in service during the Expansion Project Investment Period (as defined in the Incentive Agreement).

(c) The provisions of the Lease pertaining to calculation of the negotiated FILOT with respect to the Original Project shall continue without amendment and shall be incorporated into the Incentive Agreement as a replacement of the terms of the Lease.

(d) The County shall, simultaneously with the execution and delivery of the Lease, convey to the Company title to the Original Project.

Section 3. The County will diligently take all reasonable acts to insure that the Project will be included, and will remain, within the boundaries of a multi-county industrial or business park pursuant to the provisions of the Multi-County Park Act on terms which provide, for all jobs created at the Project during the Expansion Project Investment Period, any additional

jobs tax credit afforded by the laws of the State for projects located within multi-county industrial or business park. To the extent that any portion of the Project is located within the jurisdictional limits of a municipality, the County's designation of such portion of the Project as part of the Multi-County Park is subject to approval by such municipality under the Multi-County Park Act.

Section 4. The County agrees to re-document the FILOT and other incentives set forth in the Lease and shall replace the Lease and related documents in their entirety with the Incentive Agreement and as to all matters pertaining to the incentives applicable to the Original Project, the Simplified FILOT Act shall govern the Negotiated FILOT arrangements pertaining to the Original Project. In furtherance of such replacement, the parties agree that the Lease will be terminated.

Section 5. The provisions, terms, and conditions of the Incentive Agreement presented to this meeting and filed with the Clerk to Council are hereby approved, and all of the provisions, terms, and conditions thereof are hereby incorporated herein by reference as if the Incentive Agreement were set out in this Resolution in its entirety. The Chairman of the Council is hereby authorized, empowered, and directed to execute the Incentive Agreement in the name and on behalf of the County; the Clerk to Council is hereby authorized and directed to attest the same; and the Chairman of the Council is further authorized, empowered, and directed to deliver the Inducement Agreement to the Company.

Section 6. The Incentive Agreement is to be in substantially the form now before this meeting and hereby approved, or with such changes therein as shall not materially adversely affect the rights of the County thereunder and as may be recommended by counsel for the County and as shall be approved by the official or officials of the County executing the same, their execution thereof to constitute conclusive evidence of their approval of any and all changes or revisions therein from the form of the Incentive Agreement now before this meeting.

Section 7. The Chairman of the Council and the Clerk to Council, for and on behalf of the County, are hereby each authorized, empowered, and directed to do any and all things necessary or proper to effect the performance of all obligations of the County under and pursuant to the Incentive Agreement and to carry out the transactions contemplated thereby and by this Ordinance.

Section 8. The provisions of this Ordinance are hereby declared to be separable and if any section, phrase, or provision shall for any reason be declared by a court of competent jurisdiction to be invalid or unenforceable, such declaration shall not affect the validity of the remainder of the sections, phrases, and provisions hereunder.

Section 9. All orders, resolutions, and parts thereof in conflict herewith are to the extent of such conflict hereby repealed. This Ordinance shall take effect and be in full force upon adoption by the Council.

[EXECUTION PAGE TO FOLLOW]

Done in meeting duly assembled December 8, 2009.

LEXINGTON COUNTY, SOUTH CAROLINA

By: _____
Debra B. Summers, Chairman, County Council
Lexington County, South Carolina

[SEAL]

Attest:

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

First Reading: October 27, 2009
Second Reading: November 10, 2009
Public Hearing: December 8, 2009
Third Reading: December 8, 2009

FEE IN LIEU OF TAX AND INCENTIVE AGREEMENT

, pertaining to re-documentation of incentive arrangements set forth in that certain Real Property Lease Purchase Agreement dated as of June 4, 1999 between Lexington County, South Carolina and Flextronics America, LLC, successor by assignment and merger to First Security Bank, National Association, and

pertaining to re-documentation of incentive arrangements set forth in that certain Personal Property Lease Purchase Agreement dated as of June 4, 1999 between Lexington County, South Carolina and Flextronics America, LLC, successor by merger to Solectron South Carolina Corporation, and

pertaining to incentive arrangements with respect to an expansion project by Flextronics America, LLC,

between

LEXINGTON COUNTY, SOUTH CAROLINA

and

FLEXTRONICS AMERICA, LLC

Dated as of December 1, 2009

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FEE IN LIEU OF TAX AND INCENTIVE AGREEMENT

THIS FEE IN LIEU OF TAX AND INCENTIVE AGREEMENT (this "Agreement" dated as of December 1, 2009 between LEXINGTON COUNTY, SOUTH CAROLINA (the "County"), a body politic and corporate and a political subdivision of the State of South Carolina, and FLEXTRONICS AMERICA, LLC, a Delaware limited liability company acting for itself and any affiliates or other project sponsors (the "Company");

W I T N E S S E T H:

WHEREAS, Lexington County, South Carolina (the "County"), acting by and through its County Council (the "County Council"), is authorized and empowered under and pursuant to the provisions of the Code of Laws of South Carolina, 1976, as amended through the date hereof (the "Code"), particularly Title 12, Chapter 44 (the "Simplified FILOT Act") and Title 4, Chapter 1 of the Code (the "Multi-County Park Act") (collectively, the "Act") and by Article VIII, Section 13 of the South Carolina Constitution: (i) to enter into agreements with certain investors to construct, operate, maintain, and improve industrial and commercial facilities through which the economic development of the State of South Carolina (the "State") will be promoted by inducing manufacturing and commercial enterprises to locate, remain, and expand in the State and thus utilize and employ the manpower, agricultural products and natural resources of the State; (ii) to covenant with such investors to accept certain fee in lieu of *ad valorem* tax ("FILOT") payments with respect to such properties; and (iii) to create, in conjunction with one or more other counties, a multi-county industrial or business park (a "Multi-County Park") in order to afford certain enhanced income tax credits to such investors; and

WHEREAS, on February 27, 2007, the County Council did heretofore adopt a Resolution approving that certain Inducement and Millage Rate Agreement (the "Inducement Agreement") between the County and the Company, whereby the County agreed to provide certain incentives to the Company in consideration for certain investment within the County by the Company; and

WHEREAS, in accordance with the terms of the Inducement Agreement, the Company has invested not less than \$12,000,000 in the County through the expansion of its manufacturing facilities located in the County (the "Expansion Project"); and

WHEREAS, the County has determined that the Expansion Project will serve the purposes of the Act and has made certain findings pertaining thereto in accordance with the Act; and

WHEREAS, in consideration of the jobs and investment created by the Company, which contribute to the tax base and the economic welfare of the County, the County wishes to affirm and finalize the incentive arrangements set forth in the Inducement Agreement through this Agreement

WHEREAS, the Company previously acquired, or caused to be acquired, by construction and purchase certain facilities for use at its then existing facility in the County (the “Original Project”); and

WHEREAS, in accordance with Ordinance No. 99-4 duly adopted by the County Council on April 27, 1999, the County, being authorized and empowered under and pursuant to the Code, particularly Title 4, Chapter 12 thereof (the “Streamlined FILOT Act) and the Multi-County Park Act agreed to provide certain incentives to the Company in connection with the Original Project pursuant to that certain Real Property Lease Purchase Agreement between the County, as lessor, and the Company, as successor by assignment and merger to First Security Bank, National Association, not individually, but solely as the Owner Trustee under the Kitty Hawk Realty Trust 1999-1, as lessee, dated as of June 4, 1999 (the “Real Property Lease”) and pursuant to that certain Personal Property Lease Purchase Agreement between the County, as lessor, and the Company, as successor by assignment and merger to Solectron South Carolina Corporation, as lessee, dated as of June 4, 1999 (the “Personal Property Lease” and, together with the Real Property Lease, the “Lease”); and

WHEREAS, pursuant to such arrangements, the County acquired title to the Original Project from the Company and leased the Original Project back to the Company pursuant to the Lease; and

WHEREAS, pursuant to Section 12-44-170(B) of the Simplified FILOT Act, the County and the Company have determined to re-document the FILOT and other incentive arrangements specified in the Lease and, in connection therewith, the County will convey to the Company its right, title and interest in and to the Original Project, and the parties will replace the Lease and related documents in their entirety with this Agreement; and

WHEREAS, the County has determined that it is in the best interest of the County to enter into this Agreement with the Company subject to the terms and conditions set forth herein.

NOW, THEREFORE, in consideration of the premises; the potential jobs and investment to be created by the Company which contribute to the tax base and the economic welfare of the County; the respective representations and agreements hereinafter contained; and the sum of \$10.00 in hand, duly paid by the Company to the County, the receipt and sufficiency of which are hereby acknowledged, the County and the Company agree as follows:

ARTICLE I

DEFINITIONS

Section 1.01. Definitions. In addition to the words and terms elsewhere defined in this Agreement, the following words and terms as used herein and in the preambles hereto shall have the following meanings unless the context or use indicates another or different meaning or intent.

"Act" shall mean, collectively, the Simplified FILOT Act and the Multi-County Park Act.

"Administration Expenses" shall mean the reasonable and necessary expenses incurred by the County in the fulfillment of its obligations under this Agreement and in the implementation of its terms and provisions, including attorneys' fees at the hourly rates which are standard for the applicable legal services to the County, but excluding expenses incurred by the County in defending either challenges to the incentives provided herein by third parties or suits brought by the Company under **Section 9.05** hereof; provided, however, that no such expense shall be considered an Administration Expense unless the County and the Company shall have first agreed, prior to the County incurring such expense, as to the maximum amount thereof or as to the basis for which such expenses will be incurred, and that the County shall have furnished to the Company an itemized statement of all expenses incurred and provided, further, that nothing herein shall be construed as prohibiting the County from engaging the counsel of its choice for matters deemed necessary and prudent by the County.

"Affiliate" shall mean any corporation, limited liability company, partnership or other Person or entity which owns all or part of the Company or which is owned in whole or in part by the Company or by any partner, shareholder or owner of the Company.

"Agreement" shall mean this Fee in Lieu of Tax and Incentive Agreement as originally executed and from time to time supplemented or amended and as a replacement of the Lease.

"Code" shall mean the Code of Laws of South Carolina, 1976, as amended through the date hereof unless the context clearly requires otherwise.

"Co-Investor" shall mean any Sponsor or Sponsor Affiliate within the meaning of Sections 12-44-30(A)(18) and (19) of the Code, any Affiliate of the Company or of any such Sponsor or Sponsor Affiliate, any developer in a build-to-suit arrangement with respect to the Original Project or the Expansion Project, as the case may be, any lessor of equipment or other property comprising a part of the Original Project or the Expansion Project, as the case may be, any financing entity or other third party investing in or providing funds for the Original Project or the Expansion Project, as the case may be. The Company shall notify the County in writing of the identity of any other Co-Investor and shall, to the extent the Company and any such Co-Investor intend to extend the benefits of the Negotiated FILOT to property owned by or leased to such Co-Investor pursuant to **Section 7.02** hereof, qualify such Co-Investor as a Sponsor or Sponsor Affiliate pursuant to the Simplified FILOT Act. As of the date of original execution and delivery of this Agreement, the only Co-Investor with respect to the Expansion Project is the Company. Co-Investors with respect to the Original Project include Solectron USA, Inc., First Security Bank, National Association, a Well Fargo Bank Northwest, National Association, not individually but solely as Owner Trustee under the Kitty Hawk Realty Trust 1999-1, and BNP Paribas Leasing Corporation; provided that, as of the date of this Agreement, the Company holds title to all assets comprising the Original Project.

"Company" shall mean Flextronics America, LLC, a Delaware limited liability company qualified to do business in South Carolina, and any surviving, resulting, or transferee entity in

any merger, consolidation or transfer of assets permitted under **Sections 5.07 or 7.01** hereof or any other assignee hereunder which is designated by the Company and approved by the County.

"Council" shall mean the governing body of the County and its successors.

"County" shall mean Lexington County, South Carolina, a body politic and corporate and a political subdivision of the State, and its successors and assigns.

"Deficiency Payment" shall have the meaning specified in **Section 6.01(e)** hereof.

"Department of Revenue" shall mean the South Carolina Department of Revenue.

"Economic Development Property" shall mean, with respect to the Original Project, each item of real and tangible personal property comprising the Original Project which was placed in service during the Original Project Investment Period and, with respect to the Expansion Project, each item of real and tangible personal property comprising the Expansion Project which will be placed in service during the Expansion Project Investment Period; provided, however, that, in each case such property must meet the requirements of Sections 12-44-30(6) and 12-44-40(C) of the Code, and in each case Non-Qualifying Property is specifically excluded.

"Event of Default" shall mean an Event of Default, as set forth in **Section 9.01** hereof.

"Existing Property" shall mean property proscribed from becoming Economic Development Property under this Agreement pursuant to Section 12-44-110 of the Code, including without limitation property which has been subject to *ad valorem* taxes in the State prior to commencement of the Original Project Investment Period or after the Original Project Investment Period and prior to the Expansion Project Investment Period, as the case may be, and property included in the Project as part of the repair, alteration, or modification of such previously taxed property; provided, however, that Existing Property shall not include: (a) the Land; (b) property acquired or constructed by or on behalf of the Company during the Original Project Investment Period or the Expansion Project Investment Period, as the case may be, which has not been placed in service in this State prior to the Original Project Investment Period or the Expansion Project Investment Period, as applicable, notwithstanding that *ad valorem* taxes have heretofore been paid with respect to such property; (c) property purchased by or on behalf of the Company during the Original Project Investment Period or the Expansion Project Investment Period, as the case may be, in a transaction other than between any of the entities specified in Section 267(b) of the Internal Revenue Code, as defined under Chapter 6 of Title 12 of the Code as of the time of the transfer, to the extent that the Company invests, or causes to be invested, at least an additional \$45,000,000 in the Original Project or the Expansion Project, as applicable, exclusive of the property identified in this clause (c); (d) modifications which constitute an expansion of the real property portion of the Existing Property, all as determined pursuant to Section 12-44-110 of the Code; or (e) Replacement Property.

"Expansion Project" shall mean: (i) that portion of the Land described on **Exhibit A** hereto, if any, as land added to the Project as part of the Expansion Project; (ii) all buildings, structures, fixtures and other real property improvements constructed on the Land; (iii) all

machinery, equipment, furnishings and other personal property acquired by or on behalf of the Company for use on or about the Land; and (iv) any Replacement Property replacing portions of the Expansion Project; provided, however, except as to Replacement Property replacing portions of the Expansion Project, the term Expansion Project shall be deemed to include such real property improvements and personal property, whether now existing or hereafter constructed or acquired, only to the extent placed in service during the Expansion Project Investment Period, and the term Expansion Project shall be deemed to exclude the Original Project, any Existing Property or other Non-Qualifying Property.

"Expansion Project Contractual Requirement" shall mean investment prior to March 31, 2013 of not less than \$11,000,000 in real property and not less than \$1,000,000 in personal property (in each case without regard to depreciation or other diminution in value) in the aggregate by the Company and any Co-Investor in assets comprising the Expansion Project and consisting of property which is subject to either *ad valorem* taxes or FILOT.

"Expansion Project Investment Period" shall mean the period commencing January 1, 2007 and ending March 31, 2015, unless the County in its sole discretion extends the period for completion of the Expansion Project pursuant to Section 12-44-30(13) of the Code, in which event, the Expansion Project Investment Period shall end on the date specified by the County in connection with such extension; provided, however, that there shall be no extension of the March 31, 2013 deadline for meeting the Expansion Project Contractual Requirement or the Statutory Compliance Requirement, all subject to the applicable provisions of Section 12-44-30(13) of the Code. The March 31, 2015 expiration date for the Expansion Project Investment Period includes a two-year extension pursuant to Section 12-44-30(13) of the Code based upon the Company's compliance with the Expansion Project Contractual Requirement. Absent express written agreement of the County to the contrary, such two-year extension shall be automatically rescinded if the Company fails to comply with the Expansion Project Contractual Requirement.

"FILOT" shall mean fee in lieu of *ad valorem* property taxes.

"FILOT Payments" or *"FILOT Revenues"* shall mean the payments to be made with respect to the Project pursuant to **Section 6.01** hereof, including the Negotiated FILOT paid pursuant to **Section 6.01(b)** hereof, and any fee in lieu of tax payments made pursuant to the Multi-County Park Act.

"Land" shall mean the land upon which the Project has been or will be constructed, as described in **Exhibit A** attached hereto, as **Exhibit A** may be supplemented from time to time in accordance with the provisions hereof.

"Lease" shall mean, collectively, that certain Real Property Lease Purchase Agreement between the County, as lessor, and the Company, as successor by assignment and merger to First Security Bank, National Association, not individually, but solely as the Owner Trustee under the Kitty Hawk Realty Trust 1999-1, as lessee, dated as of June 4, 1999 and that certain Personal

Property Lease Purchase Agreement between the County, as lessor, and the Company, as successor by assignment and merger to Solectron South Carolina Corporation, as lessee, dated as of June 4, 1999.

"Leased Property" shall have the meaning ascribed to it in the Lease.

"Multi-County Park" shall mean the multi-county industrial or business park extending to the Project pursuant to the Multi-County Park Agreement, and any multi-county industrial or business park which includes the Project and which is designated by the County as such pursuant to any agreement, which supersedes or replaces the initial Multi-County Park Agreement.

"Multi-County Park Act" shall mean Title 4, Chapter 1 of the Code, as amended through the date hereof.

"Multi-County Park Agreement" shall mean that certain Multi-County Park Agreement between the County, and Calhoun County, South Carolina pertaining to the Project, dated as of December 11, 1995, as amended, supplemented, or replaced from time to time to include all or any portion of the Project.

"Negotiated FILOT" or "Negotiated FILOT Payments" shall mean the FILOT payments due pursuant to **Section 6.01** hereof with respect to that portion of the Original Project or the Expansion Project, as the case may be, consisting of Economic Development Property which qualifies pursuant to the Simplified FILOT Act for the negotiated assessment ratios and millage rates described in **Section 6.01(b)(ii) and Section 6.01(b)(iii)** hereof.

"Non-Qualifying Property" shall mean that portion of the facilities located on the Land and consisting of: (i) Existing Property; (ii) except as to Replacement Property, property which the Company places in service after the end of the Original Project Investment Period and before the Expansion Project Investment Period or after the end of the Expansion Project Investment Period, as applicable; and (iii) any other property which fails or ceases to qualify for Negotiated FILOT Payments under the Simplified FILOT Act, including without limitation property as to which the Company has terminated the Negotiated FILOT pursuant to **Section 5.01(3)(iii)** hereof. Economic Development Property qualifying as part of the Original Project shall be considered Non-Qualifying Property with respect to the Negotiated FILOT Payments applicable to the Expansion Project, and Economic Development Property qualifying as part of the Expansion Project shall be considered Non-Qualifying Property with respect to the Negotiated FILOT Payments applicable to the Original Project.

"Original Project Act" shall mean Title 4, Chapter 12 of the Code, as amended through the date of execution and delivery of the Lease.

"Original Project" shall mean: (i) that portion of the Land described on **Exhibit A** hereto as land added to the Project as part of the Original Project; (ii) all buildings, structures, fixtures and other real property improvements constructed on the Land; (iii) all machinery, equipment,

furnishings and other personal property acquired by or on behalf of the Company for use on or about the Land; and (iv) any Replacement Property replacing portions of the Original Project; provided, however, except as to Replacement Property replacing portions of the Original Project, the term Original Project shall be deemed to include such real property improvements and personal property, whether now existing or hereafter constructed or acquired, only to the extent placed in service during the Original Project Investment Period, and the term Original Project shall be deemed to exclude the Expansion Project, any Existing Property or other NonQualifying Property.

"Original Project Investment Period" shall mean the period for completion of the Original Project, which shall mean the period commencing on October 17, 1998 and ending on December 31, 2006, as specified pursuant to Section 4-12-30(C)(2) and (D)(1)(b) of the Code.

"Person" shall mean and include any individual, association, unincorporated organization, corporation, partnership, limited liability company, joint venture, or government or agency or political subdivision thereof.

"Project" shall mean, collectively, the Expansion Project and the Original Project.

"Property Tax Year" shall mean the annual period which is equal to the fiscal year of the Company, *i. e.*, the period ending on March 31 of each year.

"Released Property" shall include Economic Development Property which is scrapped, sold, disposed of, or released from this Agreement by the Company pursuant to **Section 5.03(c)** hereof and Section 12-44-50(B) of the Code; any portion of the Economic Development Property constituting infrastructure which the Company dedicates to the public use within the meaning of Section 12-6-3420(C) of the Code; and any Economic Development Property damaged, destroyed, or taken by process of eminent domain and not restored or replaced.

"Replacement Property" shall mean all property installed in or at the Project in substitution of, or as replacement for, any Released Property, regardless of whether such property serves the same function as the property it replaces and regardless of whether more than one piece replaces a single piece of the Project, but only to the extent that such property may be included in the calculation of the Negotiated FILOT pertaining to the Original Project or the Expansion Project, as the case may be, pursuant to **Section 6.01(d)** hereof and Section 12-44- 60 of the Code.

"Simplified FILOT Act" shall mean Title 12, Chapter 44 of the Code, as amended through the date hereof.

"Sponsor" and *"Sponsor Affiliate"* shall mean an entity whose investment with respect to the Original Project or the Expansion Project, as the case may be, will qualify for the Negotiated FILOT pursuant to **Section 7.02** hereof and Sections 12-44-30(A)(18) or (19) and Section 12-44-130 of the Code if the Statutory Investment Requirement is met by March 31, 2013. As of the date of original execution and delivery of this Agreement, the only Sponsor or Sponsor Affiliate

with respect to the Expansion Project is the Company. Sponsors and Sponsor Affiliates with respect to the Original Project include Solectron USA, Inc., First Security Bank, National Association, a\k\ a Well Fargo Bank Northwest, National Association, not individually but solely as Owner Trustee under the Kitty Hawk Realty Trust 1999-1, and BNP Paribas Leasing Corporation; provided that, as of the date of this Agreement, the Company holds title to all assets comprising the Original Project.

"State" shall mean the State of South Carolina.

"Statutory Investment Requirement" shall mean investment with respect to the Original Project or the Expansion Project as the case may be by any one of the Company, any other Sponsor or any Sponsor Affiliate of not less than \$2,500,000.

"Term" shall mean the term of this Agreement, as set forth in **Section 8.01** hereof.

"Transfer Provisions" shall mean the provisions of Section 12-44-120 of the Code, as amended through the date hereof.

Section 1.02. References to Agreement. The words "hereof", "herein", "hereunder", and other words of similar import refer to this Agreement as a whole.

ARTICLE II

REPRESENTATIONS AND WARRANTIES

Section 2.01. Representations and Warranties by County. The County makes the following representations and warranties as the basis for the undertakings on its part herein contained:

(a) The County is a body politic and corporate and a political subdivision of the State and is authorized and empowered by the provisions of the Act to enter into the transactions contemplated by this Agreement and to carry out its obligations hereunder. By proper action by the Council, the County has duly authorized the execution and delivery of this Agreement and the Negotiated FILOT Payments as set forth herein, the inclusion of the Project in the Multi-County Park, and any and all actions reasonably necessary and appropriate to consummate the transactions contemplated hereby and has obtained all consents and approvals required under the Act to carry out its obligations under this Agreement.

(b) The County has determined the Project will serve the purposes of the Act and has made all other findings of fact required by the Act in connection with the undertaking of the arrangements set forth herein.

(c) This Agreement has been duly authorized, executed and delivered on behalf of the County. The authorization, execution, and delivery of this Agreement and the performance by the County of its obligations hereunder will not, to the best knowledge of the undersigned representatives of the County, conflict with or constitute a breach of, or a default under, any South Carolina law, court or administrative regulation, decree, order, provision of the Constitution or laws of the State relating to the establishment of the County or its affairs, or any material agreement, mortgage, lease, or other instrument to which the County is subject or by which it is bound, nor, to the best knowledge of the undersigned representatives of the County, any existing law or the provisions of the Constitution of the State.

(d) To the best knowledge of the undersigned representatives of the County, no actions, suits, proceedings, inquiries, or investigations are pending or threatened against or affecting the County in any court or before any governmental authority or arbitration board or tribunal, any of which to the best knowledge of the undersigned representatives of the County could materially adversely affect this Agreement or which could, in any way, adversely affect the validity or enforceability of this Agreement or the transactions contemplated hereby.

(e) The County has not sold, assigned, leased, mortgaged, granted easements or rights of way, encumbered, or otherwise conveyed or transferred any of its right, title or interest in the Lease, the Original Project or other Leased Property except as contemplated by the Lease.

Section 2.02. Representations and Warranties by Company. The Company makes the following representations and warranties as the basis for the undertakings on its part herein contained:

(a) The Company is a corporation validly existing and in good standing under the laws of the State of South Carolina and authorized to do business in the State of South Carolina; has all requisite power to enter into this Agreement and to carry out its obligations hereunder; and by proper action has been duly authorized to execute and deliver this Agreement. The Company's fiscal year end is March 31, and the Company will notify the County of any changes in the fiscal year of the Company.

(b) The Company intends to operate the Project primarily as a manufacturing facility.

(c) The agreements with the County with respect to the FILOT, and the Multi-County Park were factors in inducing the Company to locate the Project within the County and the State.

(d) No actions, suits, proceedings, inquiries, or investigations known to the undersigned representatives of the Company are pending or threatened against or affecting the Company in any court or before any governmental authority or arbitration

board or tribunal, which could materially adversely affect this Agreement or which could, in any way, adversely affect the validity or enforceability of this Agreement, or the transactions contemplated hereby.

ARTICLE III

RE-DOCUMENTATION OF INCENTIVES PERTAINING TO ORIGINAL PROJECT

Section 3.01. Replacement of Lease and Related Documents. Each party hereby acknowledges that the other is currently in compliance with its obligations under the Lease. The Company and the County also hereby acknowledge and agree that, from and after the execution and delivery of this Agreement: (i) this Agreement shall replace the Lease and any related document in their entirety and as to all matters pertaining to the incentives applicable to the Original Project and (ii) the Simplified FILOT Act shall govern the Negotiated FILOT arrangements pertaining to the Original Project. In furtherance of such replacement, the parties agree that the Lease is hereby terminated.

Section 3.02. Conveyance by the County to the Company of Original Project and Other Leased Property. Simultaneously with the execution and delivery of this Agreement, the County has by delivery of a Quitclaim Deed and Bill of Sale, re-conveyed to the Company all assets comprising the Original Project and other Leased Property which were heretofore titled in the County pursuant to the terms of the Lease. The County covenants and agrees to take such further steps and to execute and deliver such further instruments, agreements or other documents as shall be reasonably required by the Company to evidence or confirm such conveyance.

ARTICLE IV

COVENANTS OF COUNTY

Section 4.01. Agreement to Accept FILOT Payments. The County hereby agrees to accept Negotiated FILOT Payments in accordance with **Section 6.01** hereof in lieu of *ad valorem* taxes with respect to that portion of the Project consisting of Economic Development Property until this Agreement expires or is sooner terminated.

Section 4.02. Multi-County Park Designation. The County has designated or will designate the Project as part of the Multi-County Park pursuant to the Multi-County Park Act and will, to the extent permitted by law, use its best, reasonable efforts to maintain such designation on terms which provide any additional job tax credits afforded by the laws of the State for projects located within multi-county industrial or business parks for all jobs created by the Company during the Expansion Project Investment Period. To the extent that any portion of the Project is located within the jurisdictional limits of a municipality, the County's designation of such portion of the Project as part of the Multi-County Park is subject to approval by such municipality under the Multi-County Park Act.

Section 4.03. Commensurate Benefits. The parties acknowledge the intent of this Agreement, in part, is to afford the Company the benefits specified in this **Article IV** in consideration of the Company's decision to locate the Project within the County, and this Agreement has been entered into in reliance upon the enactment of the Act and the County's compliance with the requirements thereof. In the event that a court of competent jurisdiction holds that the Act is unconstitutional or this Agreement or agreements similar in nature to this Agreement are invalid or unenforceable in any material respect, or should the Company determine there is a reasonable doubt as to the validity or enforceability of this Agreement in any material respect, then at the request of the Company, the County agrees to use its best, reasonable efforts to extend to the Company the intended benefits of this Agreement and agrees, if requested, to enter into a lease purchase agreement with the Company pursuant to Section 12-44-160; Title 4, Chapter 29 or Title 4, Chapter 12 of the Code, as applicable, or to take such other steps as may be appropriate to extend to the Company the intended benefits of this Agreement. The Company acknowledges, if a court of competent jurisdiction holds all or part of the Simplified FILOT Act is unconstitutional or otherwise illegal, the Simplified FILOT Act provides the Company must transfer the Economic Development Property to the County within 180 days following such determination in order for the Negotiated FILOT benefits to continue to apply. In such lease purchase agreement, the County, upon the conveyance of title to the Project to the County at the expense of the Company, agrees to lease the Project to the Company.

ARTICLE V

COVENANTS OF COMPANY

Section 5.01. Investment in Project.

(a) The County hereby agrees and acknowledges that the Company has met all investment and job creation requirements with respect to the Original Project heretofore required by the Lease and/or the Act and that the Company is currently in compliance with all requirements set forth in Lease and all related Documents.

(b) The Company hereby agrees to acquire, or cause to be acquired, the Expansion Project, as the same shall be determined from time to time by the Company in its sole discretion. The Company represents to the County that it has complied, or caused to be complied with, the Expansion Project Contractual Requirement and the Statutory Investment Requirement. The Company also represents to the County that, as required by Section 12-44-30(2) of the Code, at least a portion of the assets comprising the Expansion Project was placed in service no later than the end of the Property Tax Year which is three years from the year in which this Agreement is executed and delivered.

(c) Expenditures by Co-Investors shall, together with expenditures by the Company, count toward all investment requirements related to the Expansion Project Contractual Requirement, and to the full extent permitted by the Simplified FILOT Act,

the Statutory Investment Requirement. Aggregate investment shall generally be determined by reference to the Property Tax Returns of the Company and any Co-Investors pertaining to the Expansion Project without regard to depreciation or other diminution in value.

Section 5.02. Title to Project. The Company and/or its designated Co-Investors shall retain title to its respective portion of the Project throughout the Term of this Agreement, and the Company and any Co-Investor shall have full right to mortgage or encumber the Project in connection with any financing transactions.

Section 5.03. Modification of Project. The Company shall have the right at any time and from time to time during the Term hereof to undertake, or permit a Co-Investor to undertake, any of the following:

(a) The Company or a Co-Investor may, at its own expense, add to the Project all such real and personal property as the Company in its discretion deems useful or desirable, including Economic Development Property qualifying for the Negotiated FILOT under **Section 6.01** hereof without any limit as to the amount thereof.

(b) Subject to the provisions of **Sections 5.04, 6.01(f)(ii) and 9.01** hereof, in any instance when the Company or a Co-Investor in its discretion determines any items included in the Project, including any portion of the Land and any other Economic Development Property, have become inadequate, obsolete, worn out, unsuitable, undesirable, or unnecessary for operations at the Project, the Company or such Co-Investor may remove such items or portions of the Project from the Project and sell, trade in, exchange, or otherwise dispose of them as a whole or in part without the consent of the County.

(c) Subject to **Section 6.01(f)(ii)** hereof, the Company or a Co-Investor may, at any time and in its discretion by written notice to the County, remove any Economic Development Property, real or personal, from the Negotiated FILOT set forth in this Agreement and retain such property for use as part of its operations in the County, and thereafter such property will be subject to a FILOT under the Multi-County Park Agreement which is equivalent to *ad valorem* taxes.

(d) If the Company or a Co-Investor sells, leases, or otherwise disposes of any portion of, or adds any real property to, the Land, the Company or such Co-Investor shall deliver to the County, within 30 days thereafter, a new **Exhibit A** to this Agreement.

(e) All Economic Development Property sold, leased or otherwise disposed of under this Section shall be deemed Released Property for purposes of this Agreement.

Section 5.04. Failure to Comply with Expansion Project Contractual Requirement. If it is determined that the Company has failed to reach the level of investment specified by the

Expansion Project Contractual Requirement on or before March 31, 2013, the Negotiated FILOT provided for herein with respect to the Expansion Project shall terminate retroactively, unless, at the request of the Company, the County agrees, in its sole discretion, to waive such termination or otherwise adjust such incentives.

Section 5.05. Payment of Administration Expenses. The Company will reimburse the County from time to time for its Administration Expenses promptly upon written request therefor, but in no event later than sixty (60) days after receiving written notice from the County specifying the nature of such expense and requesting the payment of the same. The County acknowledges it imposes no charges in the nature of impact fees or recurring fees in connection with the incentives authorized by this Agreement, and, aside from the attorneys' fees, the County anticipates no out of pocket expenses in connection with this Agreement and the transactions authorized hereby. The parties understand that counsel to the County has estimated its fees and other expenses for review of this Agreement, the Multi-County Park Agreement and all resolutions, ordinances and other documentation related thereto at \$9,500.00.

Section 5.06. Use of Project for Lawful Activities. During the Term of this Agreement, the Company shall use the Project as it deems fit for any lawful purpose.

Section 5.07. Maintenance of Existence. Unless the County shall consent otherwise, which consent shall not be unreasonably withheld, the Company covenants that it will maintain its separate existence and will not dissolve or consolidate with, merge into or transfer, or otherwise dispose of substantially all of its property to any other entity or permit one or more other entities to consolidate with or merge into it or purchase substantially all of its property unless:

(a) the Company shall be the continuing entity, or the entity formed by such consolidation or into which the Company is merged or the entity which acquires by conveyance or transfer all or substantially all of the Company's assets shall (i) be an entity organized and existing under the laws of the United States of America or any state thereof or the District of Columbia and qualified to do business in the State; (ii) have a net worth equal to or greater than the net worth of the Company immediately preceding the date of such merger, consolidation or transfer; and (iii) expressly and unconditionally assumes, by written agreement supplemental hereto and acceptable to the County as to form and content, the obligations of the Company arising under this Agreement from the effective date of such acquisition, conveyance or transfer;

(b) immediately after giving effect to such transaction, no Event of Default, and no event, which, after notice or lapse of time or both, would become an Event of Default, shall have happened and be continuing; and

(c) the Company shall within sixty (60) days following such acquisition, conveyance or transfer deliver to the County (i) a certificate of a duly authorized officer of the Company, accompanied by financial statements of the surviving company (if other than the Company) showing compliance with the net worth requirements specified

in paragraph (a) above and (ii) an opinion of counsel for the Company and/or counsel to the transferee company, each stating that such consolidation, merger, conveyance or transfer and such supplement to this Agreement comply with this Section and that all conditions precedent herein provided for relating to such transaction have been complied with.

Upon any consolidation or merger or any conveyance or transfer of all or substantially all of the Company's assets in accordance with this Section, the successor entity formed by such consolidation or into which the Company is merged or to which such conveyance or transfer is made shall succeed to, and be substituted for, and may exercise every right and power of the Company under this Agreement with the same effect as if such successor entity had been named as the Company herein, and thereafter the Company shall be relieved of all obligations and covenants under this Agreement.

If a consolidation, merger or conveyance or transfer is made as permitted by this Section, the provisions of this Section shall continue in full force and effect and no further consolidation, merger or conveyance or transfer shall be made except in compliance with the provisions of this Section.

The Company acknowledges transfers of this Agreement or Economic Development Property may cause the Economic Development Property to become ineligible for a Negotiated FILOT or result in penalties under the Act absent compliance by the Company with the Transfer Provisions.

Section 5.08. Records and Reports. The Company agrees to maintain such books and records with respect to the Project as will permit the identification of those portions of the Project which it has placed in service during each Property Tax Year in the Original Project Investment Period or the Expansion Project Investment Period, as the case may be, the amount of investment with respect thereto in each such year, compliance with the Expansion Project Contractual Requirement and computations of all Negotiated FILOT Payments made hereunder. The Company further agrees to comply with all reporting requirements of the State and the County applicable to Economic Development Property under the Act, including without limitation the reports required by 12-44-90 of the Code (collectively, "Filings"); provided, however, that the parties hereby waive in its entirety the requirement under Section 12-44-55 of the Code for a recapitulation of the terms of this Agreement. Specifically, the Company shall provide the following:

(a) Each year during the Term hereof, the Company shall deliver to the County Auditor and the County Assessor a copy of its most recent annual filings made with the Department of Revenue with respect to the Project at the same time as delivery thereof to the Department of Revenue.

(b) The Company shall cause a copy of this Agreement, as well as a copy of the completed Form PT-443 required by the Department of Revenue, to be filed within thirty (30) days after the date of execution and delivery hereof with the County Auditor

and the County Assessor of the County and of each county which is a party to the Multi-County Park Agreement, and with the Department of Revenue and shall update such Form PT-443 from time to time to the extent that the information therein is no longer accurate.

Notwithstanding any other provision of this Section, the Company may, by clear, written designation, conspicuously marked, designate with respect to any Filings delivered to the County segments thereof that the Company believes contain proprietary, confidential, or trade secret matters. The County shall comply with all reasonable, written requests made by the Company with respect to maintaining the confidentiality of such designated segments. Except to the extent required by law, the County shall not knowingly and voluntarily release information, which has been designated as confidential or proprietary by the Company.

ARTICLE VI

FEES IN LIEU OF TAXES

Section 6.01. Payment of Fees in Lieu of Ad Valorem Taxes

(a) In accordance with the Simplified FILOT Act, the parties hereby agree that there shall be due annually with respect to that portion of the Project constituting Economic Development Property, whether owned by the Company or by a Sponsor or Sponsor Affiliate, a Negotiated FILOT calculated as set forth in this Section, at the places, in the manner and subject to the penalty assessments prescribed by the County or the Department of Revenue for *ad valorem* taxes. The Negotiated FILOT Payments shall be due under current Code requirements on the January 15 following the year in which the County adds the Economic Development Property to its tax rolls. If the Company designates any additional Sponsor or Sponsor Affiliates, as the same shall have been consented to by the County pursuant to **Section 7.02** hereof, the Company must notify the County in writing at the time of such designation as to whether such Sponsor or Sponsor Affiliate shall be primarily liable for all or any portion of the FILOT Payments hereunder. Unless and until such notification is received, and the County consents in writing, the Company shall be primarily liable for all FILOT Payments with respect to the Project.

(b) Subject to adjustment pursuant to the provisions of this **Section 6.01**, the Negotiated FILOT shall be calculated each year in accordance with the following provisions:

(i) For each annual increment of investment in Economic Development Property during the Original Project Investment Period and the Expansion Project Investment Period, respectively, the annual Negotiated FILOT Payment with respect to the Expansion Project shall be payable for a period of 20 years for a total of 27 years for the Original Project and 27 years for the

Expansion Project (or up to 30 years if the Expansion Project Investment Period is further extended pursuant to Section 12-44-30(13) of the Code).

(ii) The Negotiated FILOT applicable to the Original Project shall be calculated using (1) an assessment ratio of 6%; (2) a millage rate of 296.1 mills, which was the millage rate applicable under the Lease and which rate shall be fixed in accordance with Section 12-44-50(A)(1)(b)(i) of the Code for the entire 27 years specified in clause (i) above for the Original Project; and (3) the fair market value of such Economic Development Property determined as provided hereinbelow. Such Negotiated FILOT shall be calculated in accordance with the standard fee calculation method specified in accordance with clauses (1) and (2) of Section 12-44-50(A) of the Code.

(iii) The Negotiated FILOT applicable to the Expansion Project shall be calculated using (1) an assessment ratio of 6%; (2) the millage rate in effect on June 30, 2007, which the parties understand to be 388.688 mills and which rate shall be fixed in accordance with Section 12-44-50(A)(1)(b)(i) of the Code for the entire 27 years specified in clause (i) above for the Expansion Project; and (3) the fair market value of such Economic Development Property determined as provided hereinbelow. Such Negotiated FILOT shall be calculated in accordance with the standard fee calculation method specified in accordance with clauses (1) and (2) of Section 12-44-50(A) of the Code.

(iv) For purposes of calculating the Negotiated FILOT provided herein, fair market value shall be determined in accordance with Section 12-44-50(A)(1)(c) of the Code, which, for typical arm's length construction or acquisition, uses the original income tax basis for any real property without regard to depreciation or reassessment and the original income tax basis for any personal property less allowable depreciation (except depreciation due to extraordinary obsolescence).

(v) All such calculations shall take into account all deductions for depreciation or diminution in value allowed by the Code or by the tax laws generally, as well as tax exemptions which would have been applicable if such property were subject to *ad valorem* taxes, except the five-year exemption from County taxes allowed for certain manufacturing, distribution, corporate headquarters and research and development facilities pursuant to Section 3(g) of Article X of the Constitution of the State and Sections 12-37-220(B)(32) and (34) of the Code.

(vi) For purposes of calculating the Negotiated FILOT, Economic Development Property shall not include any Released Property, Non-Qualifying Property.

(c) The Negotiated FILOT Payments with respect to the Original Project or the Expansion Project, as applicable, are to be recalculated:

(i) to reduce such payments in the event the Company or any Sponsor or Sponsor Affiliate disposes of any part of the Economic Development Property within the meaning of Section 12-44-50(B) of the Code and as provided in **Section 5.03(b)** hereof, by the amount applicable to the Released Property;

(ii) to reduce such payments in the event that the Economic Development Property or any portion thereof is damaged or destroyed, lost or stolen, or the subject of condemnation proceedings, or otherwise removed from the Project as a result of reasons beyond the control of the Company or any Sponsor or Sponsor Affiliate;

(iii) to increase such payments in the event the Company or any Sponsor or Sponsor Affiliate adds any Economic Development Property (other than Replacement Property) to the Original Project or the Expansion Project, as the case may be; or

(iv) to adjust such payments if the Company or any Sponsor or Sponsor Affiliate elects to convert any portion of the Economic Development Property to *ad valorem* taxes or a FILOT equivalent to such *ad valorem* taxes, as permitted by **Section 5.03(c)**;

(d) Upon installation of any Replacement Property for any Released Property, such Replacement Property shall become subject to Negotiated FILOT Payments applicable to the Original Project or the Expansion Project, as applicable, to the fullest extent allowed by law, subject to the following rules:

(i) Such Replacement Property does not have to serve the same function as the Released Property it is replacing. Replacement Property is deemed to replace the oldest property subject to the Negotiated FILOT pertaining to the Original Project or the Expansion Project, as applicable, whether real or personal, which is disposed of in the same Property Tax Year as the Replacement Property is placed in service. To the extent allowed by law, the Company may elect whether to include the Replacement Property under the Negotiated FILOT applicable to the Original Project or the Expansion Project. Replacement Property qualifies for Negotiated FILOT Payments up to the original income tax basis of the Released Property which it is replacing in the same Property Tax Year. More than one piece of property can replace a single piece of property. To the extent that the income tax basis of the Replacement Property exceeds the original income tax basis of the Released Property which it is replacing, the excess amount is subject to payments equal to the *ad valorem* taxes or FILOT equivalent which would have been paid on such property but for this Agreement. Replacement Property is entitled to the Negotiated FILOT Payments for the

remaining portion of the twenty-year payment period applicable to the Released Property.

(ii) The Company shall maintain, or cause to be maintained, records sufficient to identify all Replacement Property, and the Negotiated FILOT Payments with respect thereto shall be calculated using the millage rate, assessment ratio and calculation method applicable to the Released Property it is replacing.

(e) In the event that, for any reason, the Simplified FILOT Act and/or the Negotiated FILOT or any portion thereof is, by a court of competent jurisdiction following allowable appeals, declared invalid or unenforceable in whole or in part, or the portion of the Project consisting of Economic Development Property is deemed not to be eligible for a Negotiated FILOT pursuant to the Act in whole or in part, the Company and the County express their intentions that such payments be reformed so as to afford the Company benefits commensurate with those intended under this Agreement as permitted by law, including without limitation any benefits afforded under Title 4, Chapter 12 and Title 4, Chapter 29 of the Code, as applicable, to the extent allowed by law. Absent the legal authorization to effect such reformation, the Company and the County agree that there shall be due hereunder with respect to the portion of the Economic Development Property affected by such circumstances *ad valorem* taxes or the FILOT equivalent and that, to the extent permitted by law, the Company and any affected Sponsors or Sponsor Affiliates shall be entitled: (1) to enjoy the five-year exemption from *ad valorem* taxes (or fees in lieu of taxes) provided by Article X, Section 3 of the Constitution of the State, and any other exemption allowed by law; (2) to enjoy all allowable depreciation or other diminution in value; and (3) to receive all other tax credits which would be due if they were obligated to pay *ad valorem* taxes hereunder. To the extent that under such circumstances the Negotiated FILOT Payments hereunder are subject to retroactive adjustment, then there shall be due and payable with respect to the portion of the Economic Development Property in question an amount equal to the difference between the Negotiated FILOT Payments theretofore actually paid and the amount which would have been paid as *ad valorem* taxes, together with interest on such deficiency as provided in Section 12-54-25(D) of the Code (a "Deficiency Payment").

(f)

(i) As provided in **Section 5.01(a)** hereof, the County acknowledges that the Company has met all statutory requirements regarding investment in the Original Project. With respect to the Expansion Project, if the investment is insufficient to satisfy the Statutory Investment Requirement on or before March 31, 2013, then all Negotiated FILOT Payments with respect thereto shall revert retroactively to *ad valorem* taxes, calculated as set forth in paragraph (e) above, and a Deficiency Payment shall be due and payable with respect to FILOT

Payments theretofore made. In the event that the aggregate investment in the Expansion Project does not exceed \$10,000,000 by March 31, 2013 and any Sponsor or Sponsor Affiliate does not satisfy the Statutory Investment Requirement solely through its own direct investment in the Project by March 31, 2013, then the Negotiated FILOT Payments with respect to that portion of the Expansion Project owned by such Sponsor or Sponsor Affiliate shall revert retroactively to *ad valorem* taxes calculated as set forth in paragraph (e) above, and such Sponsor or Sponsor Affiliate shall owe a Deficiency Payment with respect to FILOT Payments theretofore made as to such portion of the Expansion Project. To the extent necessary to collect a Deficiency Payment under this clause (i) due to failure to satisfy the Statutory Investment Requirement by March 31, 2013, Section 12-44-140(D) of the Code provides that any statute of limitations that might apply pursuant to Section 12-54-85 of the Code is suspended.

(ii) In the event that the Company's investment in the Project based on an income tax basis without regard to depreciation or other diminution in value falls below the Statutory Investment Requirement, the Original Project or the Expansion Project, as applicable, shall thereafter be subject to *ad valorem* taxes or the FILOT equivalent, calculated as set forth in paragraph (e) above.

(iii) As noted in **Section 5.01(a)** above, the County acknowledges that the Company has met all contractual requirements under the Lease regarding investment and job creation at the Original Project. With respect to the Expansion Project, if the investment does not comply with the Expansion Project Contractual Requirement, then the County shall have the rights specified in **Section 5.04** hereof.

(iv) In accordance with the provisions of **Sections 5.01(c)** and **7.02** hereof, except for investment made by the Company or any Co-Investors prior to commencement of the Original Project Investment Period as to the Original Project and prior to commencement of the Expansion Project Investment Period as to the Expansion Project, the fair market value of all property utilized by the Company within the County, whether owned by the Company outright or utilized by the Company pursuant to any financing agreement or any lease or other arrangement with any Co-Investor and whether or not subject to this Agreement, shall be counted toward all investment obligations under this Agreement, including, to the extent permitted by law, investment obligations under the Act.

(g) Except as otherwise set forth in this Agreement or as otherwise required by the Act, any amounts due to the County under this **Section 6.01** as a Deficiency Payment or other retroactive payment shall, at the option of the Company, be paid either as a lump sum within one year of receipt by the Company from the County of a written notice requesting the payment thereof, or in five equal annual installments (which shall include interest at the rates required for past due payments of *ad valorem* taxes)

beginning on the date which is one year after receipt of such notice. If the Company elects to pay any such amount over such five-year period, the Company shall furnish to the County such security or other assurances as the County may reasonably request in order to secure the payment of such Deficiency or Differential Payments.

Section 6.02. Statutory Lien. The parties acknowledge the County's right to receive FILOT Revenues hereunder shall have a statutory lien with respect to the Economic Development Property pursuant to Section 12-44-90(E) of the Simplified FILOT Act and Title 12, Chapter 54 of the Code relating to the collection and enforcement of *ad valorem* property taxes.

ARTICLE VII

THIRD PARTY ARRANGEMENTS

Section 7.01. Conveyance of Liens and Interests; Assignment. The Company and any Sponsor or Sponsor Affiliate may at any time (a) transfer all or any of its rights and interests hereunder or with respect to all or any part of the Economic Development Property to any Person; or (b) enter into any lending, financing, leasing, security, or similar arrangement or succession of such arrangements with any financing entity or other Person with respect to this Agreement or all or any part of the Economic Development Property, including without limitation any sale-leaseback, equipment lease, build-to-suit lease, synthetic lease, nordic lease, defeased tax benefit or transfer lease, assignment, sublease or similar arrangement or succession of such arrangements, regardless of the identity of the income tax owner of such Economic Development Property, as long as the transferee in any such arrangement leases the Economic Development Property in question to the Company or any other Sponsor or Sponsor Affiliates or any Affiliates thereof or operates such assets for the Company or other Sponsor or Sponsor Affiliate or any Affiliates thereof or is leasing such the Economic Development Property in question from the Company or other Sponsor or Sponsor Affiliate or any Affiliates thereof. In order to preserve the benefits of the Negotiated FILOT hereunder with respect to property so transferred: (i) except in connection with any transfer to an Affiliate of the Company or another Sponsor or Sponsor Affiliate or transfers pursuant to clause (b) above (as to which such transfers the County hereby consents), the Company or such other Sponsor or Sponsor Affiliate shall first obtain the written consent of the County; (ii) except when a financing entity which is the income tax owner of all or part of the Economic Development Property is the transferee pursuant to clause (b) above and such financing entity assumes in writing the obligations of the Company hereunder, or when the County consents in writing or when the transfer relates to Released Property pursuant to **Sections 5.03** hereof, no such transfer shall affect or reduce any of the obligations of the Company or such other Sponsor or Sponsor Affiliate hereunder; (iii) to the extent the transferee or financing entity shall become obligated to make Negotiated FILOT payments hereunder, the transferee shall assume the then current basis of the Company or such other Sponsor or Sponsor Affiliate (or prior transferee) in the Economic Development Property transferred; (iv) the Company or such other Sponsor or Sponsor Affiliate, transferee or financing entity shall, within sixty (60) days thereof, furnish or cause to be furnished to the County and the

Department of Revenue a true and complete copy of any such transfer agreement; and (v) the Company or such other Sponsor or Sponsor Affiliate and the transferee shall comply with all other requirements of the Transfer Provisions.

Subject to County consent when required herein, and at the expense of the Company or such other Sponsor or Sponsor Affiliate, the County agrees to execute such further agreements, documents, and instruments as may be reasonably required to effectuate the assumption by any such transferee of all or part of the rights of the Company or such other Sponsor or Sponsor Affiliate under this Agreement and/or any release of the Company or such other Sponsor or Sponsor Affiliate pursuant to this **Section 7.01**.

The Company acknowledges such a transfer of an interest under this Agreement or in the Economic Development Property may cause all or part of the Economic Development Property to become ineligible for a Negotiated FILOT or result in penalties under the Act absent compliance by the Company with the Transfer Provisions.

Section 7.02. Sponsors and Sponsor Affiliates. The Company may designate from time to time additional Sponsors or Sponsor Affiliates pursuant to the provisions of Sections 12-44-30(18) or (19), respectively, and Section 12-44-130 of the Code, which Sponsors or Sponsor Affiliates shall be Persons who join with the Company and make investments with respect to the Project, or who participate in the financing of such investments, who agree to be bound by the terms and provisions of this Agreement and who shall be Affiliates of the Company or other Persons described in **Section 7.01(b)** hereof. All other Sponsors or Sponsor Affiliates who otherwise meet the requirements of Section 12-44-30 (18) or (19) and Section 12-44-130 of the Code must be approved by Resolution of the County Council. To the extent that a Sponsor or Sponsor Affiliate invests an amount equal to the Statutory Investment Requirement at the Expansion Project prior to March 31, 2013, the investment by such Sponsor or Sponsor Affiliate shall qualify for the Negotiated FILOT applicable to the Expansion Project under **Section 6.01(b)(iii)** hereof (subject to the other conditions set forth herein) in accordance with Section 12-44-30(18) of the Code. To the extent that the aggregate investment in the Expansion Project prior to the end of the Expansion Project Investment Period by the Company, all Sponsors and Sponsor Affiliates and, to the extent provided by law, other Co-Investors exceeds \$10,000,000 as provided in Section 12-44-30(18) of the Code, all investment by such Sponsors and Sponsor Affiliates during the Expansion Project Investment Period shall qualify for the Negotiated FILOT applicable to the Expansion Project pursuant to **Section 6.01(b)(iii)** of this Agreement (subject to the other conditions set forth herein) regardless of whether each such entity invested amounts equal to the Statutory Investment Requirement prior to March 31, 2013. The Company shall provide the County and the Department of Revenue with written notice of any Sponsor or Sponsor Affiliate designated pursuant to this **Section 7.02** within ninety (90) days after the end of the calendar year during which any such Sponsor or Sponsor Affiliate has placed in service assets to be used in connection with the Expansion Project, all in accordance with Section 12-44-130(B) of the Code.

ARTICLE VIII

TERM; TERMINATION

Section 8.01. Term. Unless sooner terminated pursuant to the terms and provisions herein contained, this Agreement shall be and remain in full force and effect for a term commencing on the date on which the Company executes this Agreement, and ending at midnight on the day the last Negotiated FILOT Payment is made hereunder.

Section 8.02. Termination. The County and the Company may agree to terminate this Agreement at any time, or the Company, may, at its option, terminate this Agreement at any time, in which event the Project shall be subject to *ad valorem* taxes from the date of termination. As provided in **Sections 5.04 and 6.01(f)** of this Agreement, the County may terminate this Agreement if the Company fails to comply, or cause compliance with, the Expansion Project Contractual Requirement or the Statutory Investment Requirement on or before March 31, 2013.

ARTICLE IX

EVENTS OF DEFAULT AND REMEDIES

Section 9.01. Events of Default by Company. Any one or more of the following events (herein called an “Event of Default”, or collectively “Events of Default”) shall constitute an Event of Default by the Company:

(a) if default shall be made in the due and punctual payment of any Negotiated FILOT Payments, which default shall not have been cured within thirty (30) days following receipt of written notice of such default from the County; or

(b) if default shall be made by the Company in the due performance of or compliance with any of the terms hereof, other than those referred to in the foregoing paragraph (a), and such default shall continue for ninety (90) days after the County shall have given the Company written notice of such default; provided, the County may, in its discretion, grant the Company a longer period of time as necessary to cure such default if the Company proceeds with due diligence to cure such default; provided however, that no Event of Default shall exist under this agreement during any period when there is pending, before any judicial or administrative tribunal having jurisdiction, any proceeding in which the Company has contested the occurrence of such default.

Failure to meet any investment requirements set forth herein shall not be deemed to be an Event of Default under this Agreement, but may allow the County to terminate or adjust certain benefits hereunder or obligate the Company to make certain additional payments to the County, all as set forth in **Sections 5.04, 8.02 and 6.01(f)** hereof.

Section 9.02. Remedies on Event of Default by Company. Upon the occurrence of any Event of Default, the County may exercise any of the following remedies:

(a) terminate this Agreement by delivery of written notice to the Company not less than sixty (60) days prior to the termination date specified therein;

(b) have access to and inspect, examine, and make copies of the books, records, and accounts of the Company pertaining to the construction, acquisition, or maintenance of the Project or calculation of the Negotiated FILOT pursuant hereto as provided in **Section 5.08** hereof; or

(c) take whatever action at law or in equity as may appear necessary or desirable to collect the amount then due or enforce the County's rights hereunder, it being the express intent of the parties that the County, without limitation, shall have the same remedies available by law to collect FILOT Payments as if they were delinquent *ad valorem* tax payments, including execution upon the lien referred to in **Section 6.02** hereof.

Notwithstanding termination of this Agreement, the County shall have the same rights to receive payment for any *ad valorem* taxes, including any retroactive *ad valorem* taxes, Differential Payments, Deficiency Payments, interest or penalties, and the same enforcement rights, as it would have with respect to *ad valorem* taxes, and the County's rights under **Section 6.01(f)** and this **Section 9.02** with respect to any such payments then due and owing shall survive any such termination.

Section 9.03. Defaulted Payments. In the event the Company should fail to make any of the payments required under this Agreement, the item or installment so in default shall continue as an obligation of the Company until the amount in default shall have been fully paid. If any such default relates to its obligations to make FILOT Payments hereunder, the Company agrees to pay the same with interest thereon at the rate per annum provided by the Code for late payment of *ad valorem* taxes together with any penalties provided by the Code for late payment of *ad valorem* taxes, all as provided in Section 12-44-90 of the Code.

Section 9.04. Application of Monies upon Enforcement of Remedies against Company. Any monies received by the County upon enforcement of its rights hereunder shall be applied as follows: first, to the reasonable costs associated with such enforcement proceedings; second, to pay Administration Expenses; third, to pay the Negotiated FILOT in accordance with **Section 6.01** hereof, and, fourth, to other amounts due and payable hereunder.

Section 9.05. Default by County. Upon the default of the County in the performance of any of its obligations hereunder, the Company may take whatever action at law or in equity as may appear necessary or desirable to enforce its rights under this Agreement, including without limitation a suit for *mandamus* or specific performance.

ARTICLE X

MISCELLANEOUS

Section 10.01. Rights and Remedies Cumulative. Each right, power, and remedy of the County or of the Company provided for in this Agreement shall be cumulative and concurrent and shall be in addition to every other right, power, or remedy provided for in this Agreement or now or hereafter existing at law or in equity, in any jurisdiction where such rights, powers, and remedies are sought to be enforced; and the exercise by the County or by the Company of any one or more of the rights, powers, or remedies provided for in this Agreement or now or hereafter existing at law or in equity or by statute or otherwise shall not preclude the simultaneous or later exercise by the County or by the Company of any or all such other rights, powers, or remedies.

Section 10.02. Successors and Assigns. The terms and provisions of this Agreement shall be binding upon and inure to the benefit of the parties hereto, any Sponsor or Sponsor Affiliates designated pursuant to **Section 7.02** hereof and their respective successors and assigns as permitted hereunder.

Section 10.03. Notices; Demands; Requests. All notices, demands, and requests to be given or made hereunder to or by the County or the Company shall be in writing and shall be deemed to be properly given or made if sent by United States first class mail, postage prepaid, or via facsimile transmission or reputable courier service, to the following persons and addresses or to such other persons and places as may be designated in writing by such party.

(a) As to the County:

Lexington County
Attn.: County Administrator
212 S. Lake Drive
Lexington, South Carolina 29072
Phone: 803-785-8100
Fax: 803-785-8101
Email: khubbard@lex-co.com

(b) with a copy (which shall not constitute notice) to:

Jeffery M. Anderson, Esquire
Lexington County Attorney
P.O. Box 489
140 E. Main Street
Lexington, South Carolina 29071-0489
Phone: 803-359-2512
Fax: 803-359-7478
Email: jeff@oldcourthouse.com

(c) As to the Company:

Flextronics America, LLC
Attn: Jim Wilkins
1000 Technology Drive
West Columbia, SC 29170
Phone: 803-936-5951
Fax: 803-936-5265
Email: jmwilkins@flextronics.com

(d) with a copy (which shall not constitute notice) to:

April C. Lucas, Esq.
Nexsen Pruet, LLC
1230 Main Street, Suite 700
Columbia, South Carolina 29201
Phone: 803-771-8900
Fax: 803-253-8277
Email: alucas@nexsenpruet.com

Section 10.04. Applicable Law. This Agreement shall be governed by and construed in accordance with the laws of the State. To the extent of any conflict between the provisions of this Agreement and the Act, the Act controls.

Section 10.05. Entire Understanding. This Agreement expresses the entire understanding and all agreements of the parties hereto with each other, and neither party hereto has made or shall be bound by any agreement or any representation to the other party which is not expressly set forth in this Agreement or in certificates delivered in connection with the execution and delivery hereof.

Section 10.06. Severability. In the event that any clause or provisions of this Agreement shall be held to be invalid by any court of competent jurisdiction, the invalidity of such clause or provision shall not affect any of the remaining provisions hereof.

Section 10.07. Headings and Table of Contents; References. The headings of the Agreement and any Table of Contents annexed hereto are for convenience of reference only and shall not define or limit the provisions hereof or affect the meaning or interpretation hereof. All references in this Agreement to particular articles or Sections or paragraphs of this Agreement are references to the designated articles or Sections or paragraphs of this Agreement.

Section 10.08. Multiple Counterparts. This Agreement may be executed in multiple counterparts, each of which shall be an original but all of which shall constitute but one and the same instrument.

Section 10.09. Amendments. Subject to the limitations set forth in Section 12-44-40(J)(2) of the Simplified FILOT Act, this Agreement may be amended, or the rights and interest of the parties hereunder surrendered, only by a writing signed by both parties.

Section 10.10. Waiver. Either party may waive compliance by the other party with any term or condition of this Agreement only in a writing signed by the waiving party.

Section 10.11. Further Proceedings. This Agreement in final form shall be approved by ordinance of the County Council. The parties intend any action to be taken hereinafter by the County pursuant to the express provisions of the final form of this Agreement may be undertaken by the Chairman of the Council without necessity of further proceedings. To the extent additional proceedings are required by law, however, the County agrees to undertake all such steps as may be reasonably required or appropriate to effectuate the intent of this Agreement.

[Execution Pages to Follow]

IN WITNESS WHEREOF, the parties hereto, each after due authorization, have executed this Fee in Lieu of Tax and Incentive Agreement to be effective as of the date first written above.

LEXINGTON COUNTY, SOUTH CAROLINA

By: _____
Debra B. Summers, Chairman, County Council
Lexington County, South Carolina

[SEAL]

Attest:

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

FLEXTRONICS AMERICA, LLC

By: _____
Name: _____
Title: _____

**EXHIBIT A
LEGAL DESCRIPTION**

LAND ADDED TO THE PROJECT AS PART OF THE ORIGINAL PROJECT

All that certain piece, parcel, tract, or lot of land situate, lying, and being near the Columbia Metropolitan Airport, and on the north side of the intersection of S.C. Highway 602 (Platt Springs Road) and Enterprise Parkway, County of Lexington, State of South Carolina, and containing 61.516 acres; said property being more clearly shown on a plat for First Security Bank, National Association, not individually, but solely as the owner trustee under the Kitty Hawk Realty Trust 1999-1 and Solectron South Carolina Corporation, prepared by Boyce H. Crow, SC RLS No. 9757, Registered Land Surveyor, of Survey & Mapping Services of South Carolina, Inc., dated January 6, 1999, revised May 6, 1999 and most recently revised May 24, 1999, to be recorded simultaneously herewith in the Lexington County Register of Deeds office, and being more particularly described as follows:

Property more specifically described as bounded by a line starting at a 5/8" iron rebar located 49.85 feet in a direction S 65°39'29"E from an existing fire hydrant on the north side of Enterprise Parkway near S.C. Highway 602 (Platt Springs Road), being the Point of Beginning, and then extending 1124.41 feet in a direction N 08°47'57" E, to an iron rebar; then extending 1107.92 feet in a direction N 67°25'29"E, to an iron rebar; then extending 2000.0 feet in a direction S 23°31'34"E, to an iron rebar and cap; then along a line coincident to the SCDOT right of way line extending 949.92 feet in a direction S 61°12'44" W; then extending 70.74 feet in a direction N 73°50'42" W, to an iron rebar; then extending 168.08 feet in a direction N 28°52'10"W, to an iron rebar; then extending along a curve with a length of 800.91 feet, radius 1016.86 feet, chord 780.37 feet, bearing N 51°30'25" W with a delta of 45 07'41", to an iron rebar; then extending 10.00 feet in a direction S 15°24'02" W, to an iron rebar; then extending 306.16 feet in a direction N 74°50'42" W, to an iron rebar; then extending along a curve with a length of 107.61 feet, radius 1233.24 feet, chord 107.57 feet, bearing N 72°51'08"W with a delta of 04°59'58", to closure at the 5/8" iron rebar first described above.

LAND ADDED TO THE PROJECT AS PART OF THE EXPANSION PROJECT

No new land added. Expansion Project constructed on Land constituting a portion of the Original Project.



COUNTY OF LEXINGTON, SOUTH CAROLINA

Solid Waste Management

498 Landfill Lane

Lexington, SC 29073

Phone (803) 755-3325 Fax (803) 755-3833

SOLID WASTE/PROCESSING FACILITY APPLICATION # SW09-04

Applicant/Business Name: Carolina Materials Corp

Address and/or description of property for which the SW/Processing Facility Application is made:

120 Carl Drive, Lexington, SC 29073

TMS#: 006500-06-002 Activity acreage: 10.8

Type of activity: Existing C&D landfill expansion

On-site processing included? yes

Additional comments as necessary: lateral expansion

Is activity under current review by SCDHEC? No

Does activity have a current SCDHEC permit? Yes #322611-1201

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

Date of application: 10-26-09

Applicant: Property Owner Authorized Agent

Phone #(s): 803- 808-3344 FAX 803-808-3346

Signature: On File

Printed Name: Carolina Materials Corporation, Jo M. Counts

Street/Mailing Address: PO Box 8023 City, State, Zip Code: Columbia, SC 29202

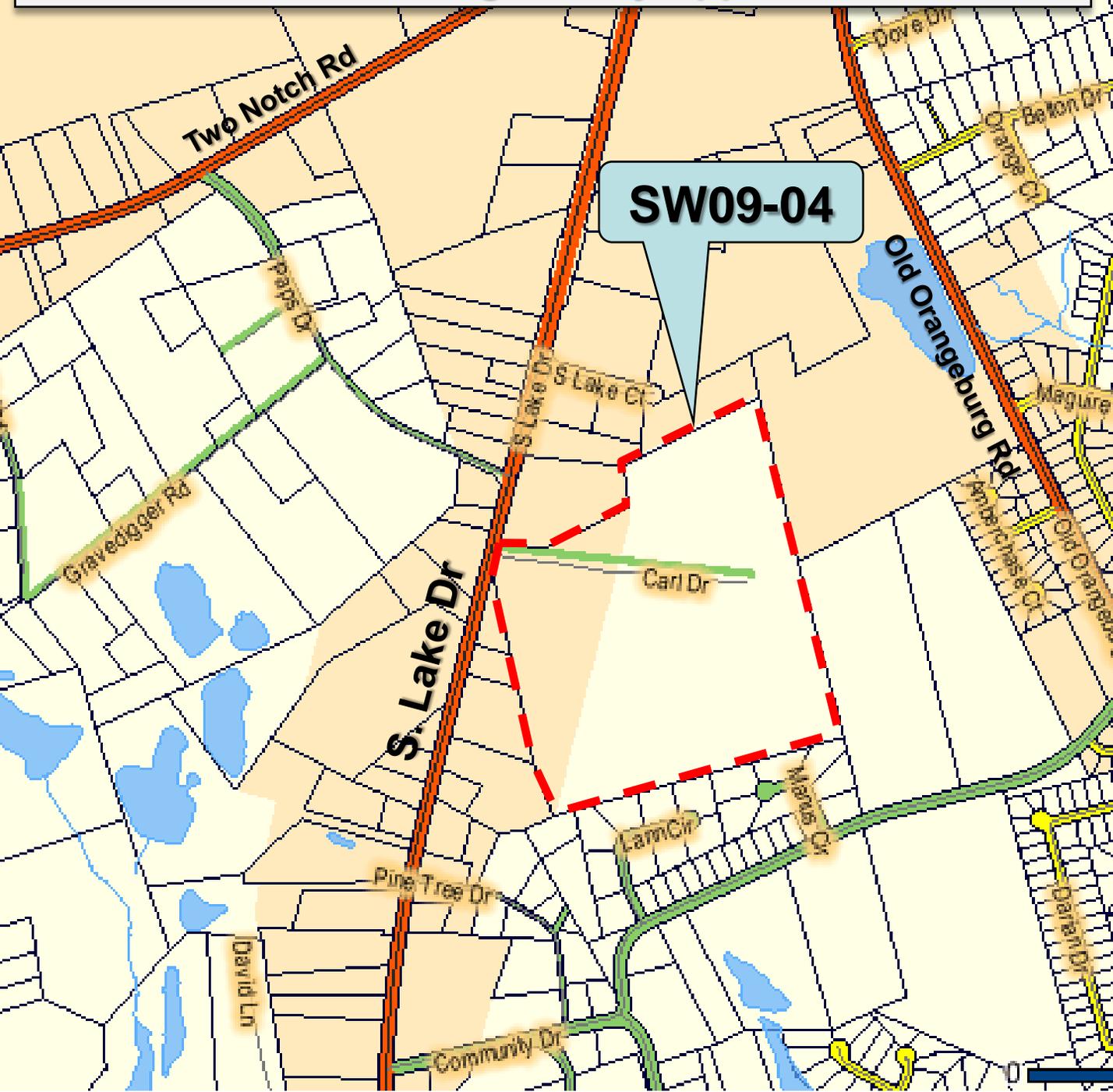
10/26/09	Application Received
10/21/09	Zoning Site Plan Approved
11/19/09	Adjacent Property Notices Mailed

10/26/09	Fee Received
11/19/09	Property Posted
11/19/09	Newspaper Advertisement(s)

11/10/09	First Reading	12/08/09	Public Hearing	Final Reading
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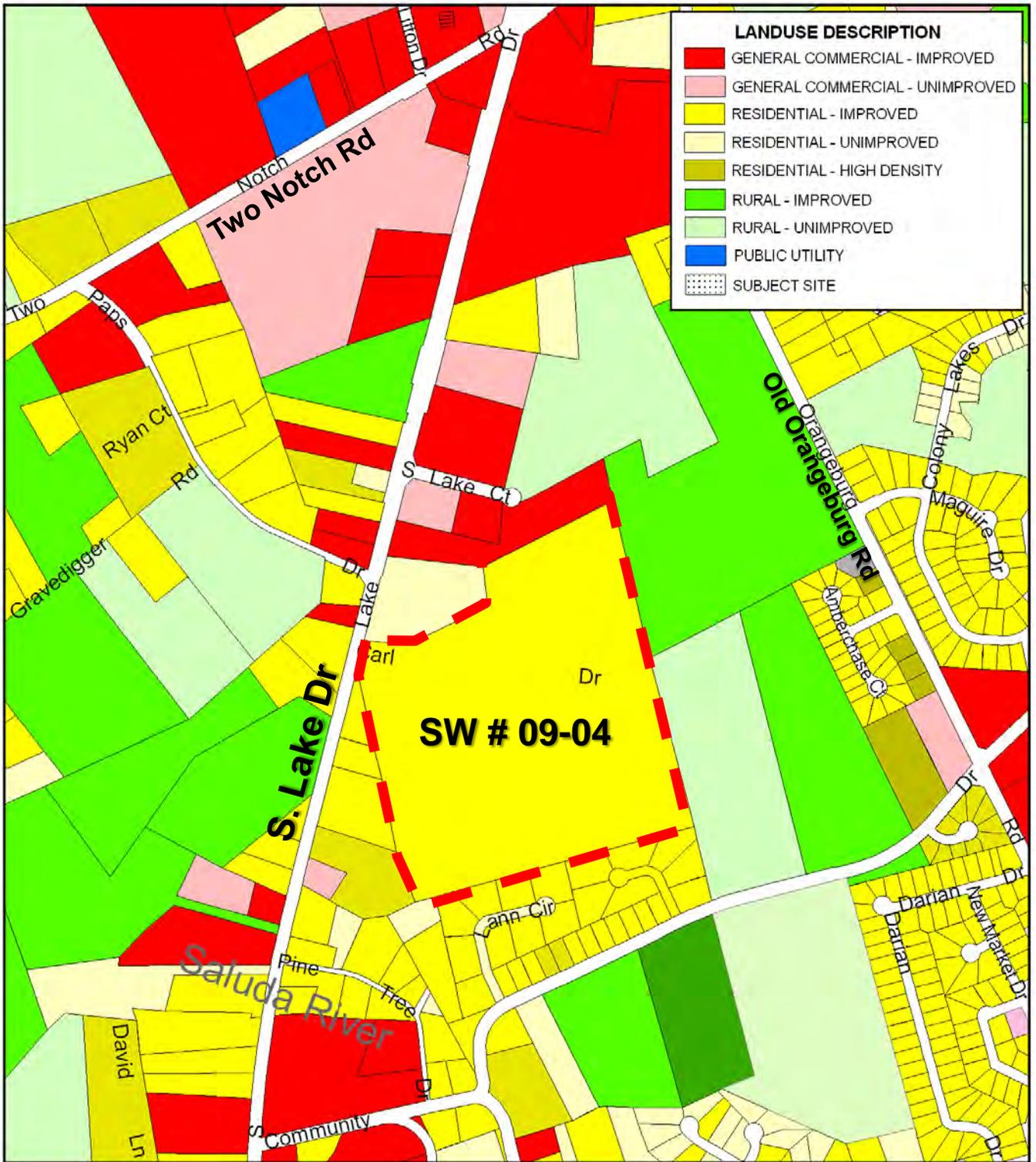
Results: _____

Solid Waste/Processing Facility Application SW09-04



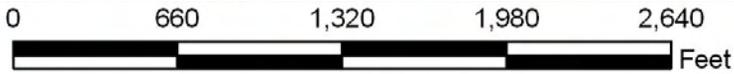
ZONING LEGEND

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



Existing Landuse
SW # 09-04
TMS # 006500-06-002





2009 Aerial Photo
SW # 09-04
TMS # 006500-06-002

Solid Waste/Processing Facility Application SW09-04



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

