

AGENDA
LEXINGTON COUNTY COUNCIL
Committee Meetings
Tuesday, February 9, 2010
Second Floor - County Administration Building
212 South Lake Drive, Lexington, SC 29072
Telephone - 803-785-8103 -- FAX 803-785-8101

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

2:10 p.m. - 2:15 p.m. - Justice

- (1) Victims of Crime Act Grant Application - Sheriff's Department - Col. Allan Paavel.....**A**
- (2) Approval of Minutes - Meeting of January 12, 2010**B**
- (3) Old Business/New Business
- (4) Adjournment

2:15 p.m. - 2:20 p.m. - Health & Human Services

- (1) 2008 Local Emergency Management Performance Grant (LEMPG) Amendment Award
- Public Safety/Emergency Management - Tom Collins, Emergency Response
Coordinator**C**
- (2) Approval of Minutes - Meeting of January 12, 2010**D**
- (3) Old Business/New Business
- (4) Adjournment

2:20 p.m. - 2:45 p.m. - Public Works

- (1) 319 Grant Proposal for TMDL Implementation Hollow Creek Watershed Grant
Application - Public Works/Stormwater - Sheri Armstrong, Stormwater Manager.....**E**
- (2) Alternate Paving Recommendations - Replacement Roads (Goals 2,3) - Public Works -
Randy Edwards, County Engineer and Jim Starling, Engineering Associate III**F**

- (3) Approval of Minutes - Meeting of January 12, 2010 **G**
- (4) Old Business/New Business - Traffic Congestion, Alternate Material for Road Swells,
New Road - Corley Mill/Riverchase, Assessment of Ponds Inventory
- (5) Adjournment

2:45 p.m. - 4:15 p.m. - Committee of the Whole

- (1) Proposed Equipment Cost for Reorganization of Precincts - Registration and Elections -
Dean Crepes, Director..... **H**
- (2) Tax Installment Payments - Treasurer Department - Jim Eckstrom, County Treasurer..... **I**
- (3) Approval of Minutes - Meeting of January 12, 2010 **J**
- (4) Possible Executive Session is Time Permits
- (5) Old Business/New Business - Local Contractors Procurement
- (6) Adjournment

Justice

- S. Davis, Chairman
- J. Carrigg, Jr., V Chairman
- B. Derrick
- B. Keisler
- J. Kinard

Health & Human Services

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

Public Works

- B. Derrick, Chairman
- J. Carrigg, Jr., V Chairman
- B. Keisler
- B. Banning, Sr.
- J. Kinard

Committee of the Whole

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

A G E N D A
LEXINGTON COUNTY COUNCIL
Tuesday, February 9, 2010
Second Floor - Dorothy K. Black Council Chambers - County Administration Building
212 South Lake Drive, Lexington, South Carolina 29072
Telephone - 803-785-8103 FAX - 803-785-8101

4:30 P.M. - COUNCIL CHAMBERS

Call to Order/Invocation
Pledge of Allegiance

**Presentation of Lexington County Economic Development Ambassador to Stewart Mungo
by Chuck Whipple, Economic Development Manager**

Chairman's Report

Administrator's Report

Employee Recognition - Katherine Hubbard, County Administrator

Presentation of Resolution

(1) North Region Presented by Councilmen John Carrigg and Johnny Jeffcoat

Appointments K

Bids/Purchases/RFPs

- (1) Housing Rehabilitation Project - 305 Vincenne Road - Community Development **L**
- (2) Jail Management System Biometrics Component - Sheriff's Department **M**
- (3) Request for Approval to Utilize the Competitive Sealed Proposal Process for the
Acquisition of Seven (7) Digital In-Car Video Systems - Sheriff's Department..... **N**
- (4) Request for Approval to Utilize the Competitive Sealed Proposal Process for the
Acquisition of a Courthouse Camera Security System - Sheriff's Department **O**

Approval of Minutes - Meeting of January 12, 2010 P

Zoning Amendments

- (1) Zoning Map Amendment M09-08 - Boyd Miller Circle - 3rd and Final Reading..... **Q**
- (2) Zoning Text Amendment T09-04 - Designation of the Lexington County Airport District -
2nd Reading **R**

Ordinance

- (1) Ordinance 10-02 - An Ordinance Authorizing Pursuant to Chapter 44 of Title 12, South Carolina Code of Laws, 1976, as Amended, the Execution and Delivery of a Fee Agreement Between Lexington, South Carolina and Republic National Distributing Company, LLC; the Addition of Certain Property to the Joint County Industrial Park so as to Enlarge the Park; and Matters Relating Thereto - 2nd Reading **S**

Committee Reports

Justice, B. S. Davis, Chairman

- (1) Seized Narcotics Replacement Vehicle..... **T**
- (2) Victims of Crime Act Grant Application - **Tab A**

Health & Human Services, J. Jeffcoat, Chairman

- (1) 2008 Local Emergency Management Performance Grant (LEMPG) Amendment Award - **Tab C**

Public Works, B. Derrick, Chairman

- (1) 319 Grant Proposal for TMDL Implementation Hollow Creek Watershed Grant Application - **Tab E**

Solid Waste, D. Summers, Chairman

- (1) Tire Disposal Program..... **U**

Committee of the Whole, J. Kinard, Chairman

- (1) Burton Center Request **V**
- (2) Proposed Equipment Cost for Reorganization of Precincts - **Tab H**

Budget Amendment Resolutions

6:00 P.M. - Public Hearings

- (1) Solid Waste Processing Facility Application SW09-05 - Platt Springs Scrap and RecyclingW
- (2) Ordinance 10-02 - An Ordinance Authorizing Pursuant to Chapter 44 of Title 12, South Carolina Code of Laws, 1976, as Amended, the Execution and Delivery of a Fee Agreement Between Lexington, South Carolina and Republic National Distributing Company, LLC; the Addition of Certain Property to the Joint County Industrial Park so as to Enlarge the Park; and Matters Relating Thereto - **Tab S**

OLD BUSINESS/NEW BUSINESS

EXECUTIVE SESSION/LEGAL BRIEFING

MATTERS REQUIRING A VOTE AS A RESULT OF EXECUTIVE SESSION

ADJOURNMENT

GOALS

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

COUNTY OF LEXINGTON Grant Request Summary Form

Title of Grant: VICTIMS OF CRIME ACT

Fund: NEW VICTIMS OF CRIME ACT **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 a specialized Criminal Domestic Violence (CDV) Unit that is made up of a prosecutor and investigators. The CDV Unit is attempting to fill this void of not having a victims advocate and this causes a problem due to the role of a victims advocate being vastly different from the roles of a prosecutor or law enforcement officer.

This grant application is asking for a victims advocate, which will fill the current void in the CDV Unit. The applications is also asking for operating supplies, a vehicle, laptop, printer, digital camera, and some filing cabinets.

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

Responsible Departmental Grant Personnel: Nandalyn Heaitley, LCSO Grants Coordinator

Date Grant Information Released: January 15, 2010 **Date Grant Application Due:** February 18, 2010

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

Personnel	\$	60,573.00
Operating	\$	14,077.00
Capital	\$	35,710.00
Total	\$	<u>110,360.00</u>

Local Match Required: Yes No

If Yes, What is the Percentage / Amount:	80%	<u>\$110,360.00</u>	* In-kind cash match
	20%	<u>\$27,590.00</u>	
	%	\$ Amount	

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

The Lexington County Sheriff's Department will continue the VOCA program from funds received from tax revenues and other revenues within the Fiscal Year Budget.

Dept. Preparer:	NH	1/27/2010
Dept. Approval:	AP	1/27/2010
Finance Approval:	AD	1/29/2010
	<i>Initials</i>	<i>Date</i>

**COUNTY OF LEXINGTON
VICTIMS OF CRIME ACT
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 - Victims of Crime Act:								
Revenues (Organization: 000000)								
457000	Federal Grant Income	0	0	0	0	110,360	110,360	
	In-kind Match	0	0	0	0	27,590	27,590	
** Total Revenue		0	0	0	0	137,950	137,950	
***Total Appropriation					0	110,360	110,360	
FUND BALANCE								
	Beginning of Year				<u>0</u>	<u>0</u>	<u>0</u>	
FUND BALANCE - Projected								
	End of Year				<u>0</u>	<u>27,590</u>	<u>27,590</u>	

* Grant will be funded 80% from DPS.

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

Object Expenditure Code		Classification	2008-09 Expend	2009-10 Expend (Dec)	2009-10 Amended (Dec)	2010-11 Requested	2010-11 Recommend	2010-11 Approved
BUDGET								
Personnel								
510100	Salaries & Wages - 1		0	0	0	43,700	43,700	
511112	FICA - Employer's Portion		0	0	0	3,344	3,344	
511113	State Retirement - Employer's Portion		0	0	0	4,060	4,060	
511120	Insurance Fund Contribution - 1		0	0	0	8,000	8,000	
511130	Workers Compensation		0	0	0	1,469	1,469	
* Total Personnel			0	0	0	60,573	60,573	
Operating Expenses								
521000	Office Supplies		0	0	0	1,500	1,500	
521200	Operating Supplies		0	0	0	1,500	1,500	
522300	Vehicle Repairs & Maintenance - 1		0	0	0	500	500	
524100	Vehicle Insurance - 1		0	0	0	546	546	
524201	General Tort Liability Insurance		0	0	0	745	745	
525004	WAN Service Charges		0	0	0	636	636	
525020	Pagers & Cell Phones - 1		0	0	0	600	600	
525041	E-mail Service Charges - 1		0	0	0	96	96	
525210	Conference & Meeting Expense		0	0	0	3,000	3,000	
525400	Gas, Fuel and Oil		0	0	0	4,954	4,954	
* Total Operating			0	0	0	14,077	14,077	
** Total Personnel & Operating			0	0	0	74,650	74,650	
Capital								
540000	Small Tools & Minor Equipment		0	0	0	310	310	
540010	Minor Software		0	0	0	300	300	
	(1) Vehicle and Accessories		0	0	0	26,000	26,000	
	(1) Laptop and Accessories		0	0	0	4,950	4,950	
	(1) Printer and Accessories		0	0	0	550	550	
	(1) Digital Camera and Accessories		0	0	0	1,800	1,800	
	(1) Desk Chair		0	0	0	600	600	
	(2) Lockable File Cabinets		0	0	0	1,200	1,200	
** Total Capital			0	0	0	35,710	35,710	
*** Total Budget Appropriation			0	0	0	110,360	110,360	

SECTION III. – PROGRAM OVERVIEW

The Lexington County Sheriff's Department has a specialized CDV Unit that must adequately address the area of victim advocacy. The prosecutor and investigators have attempted to fill this void in service, but because a victim advocate's role is vastly different from the role of a prosecutor or law enforcement officer, the prosecutor and the CDV investigators are not able to assist the victims of crime in providing them the services that they need. A dedicated prosecution victim advocate for the specialized CDV Unit would enhance and expand services provided to victims of domestic violence. Providing continued service to a victim will allow them to have a familiar face, will provide stability, and will increase the confidence a victim will have in the criminal justice system. Increasing the level of pre-trial contact with the victims through telephone calls, visits, letters, accompanying to court and to other assisting agencies, would be a benefit to the victim, as well as increase the level of victim participation in the prosecutorial process. In order to improve the comprehensive level of service required, a dedicated victim advocate to assist the prosecutor is a necessity.

SECTION V. A. – LISTING OF POSITIONS

	<u>Positions</u>	<u>Full Time Equivalent</u>		<u>Total</u>	<u>Grade</u>
		<u>General Fund</u>	<u>Other Fund</u>		
Current Staffing Level:					
Victim's Bill of Rights Fund (2620)					
Victim Asst. Officer/Law Enf.	3	0	3	3	20
Victim Assistance Coordinator	2	0	2	2	6
Totals:	5		5	5	

	<u>Positions</u>	<u>Full Time Equivalent</u>		<u>Total</u>	<u>Grade</u>
		<u>General Fund</u>	<u>Other Fund</u>		
LE / Operations (151200)					
VAWA Investigators	1	0	1	1	13
Program Coordinator	1	0	1	1	11
VOCA Victim Advocate	1	0	1	1	13
Totals:	3	0	3	3	

SECTION V. B. – OPERATING LINE ITEM NARRATIVES

521000 - OFFICE SUPPLIES **\$ 1,500**

The items to be purchased include but not limited to pens, file jackets, folders, diskettes, calendars and other general supplies that are used daily. Ink cartridges will be required for use with the large printer. These cartridges must be used to produce quality photographs for case presentations. Specialized case management files are necessary for individual cases to be organized and stored. Portfolio folders are required for each case for court papers and other important documents used in the courtroom.

The estimated cost of all office supplies is \$1,500.

521200 - OPERATING SUPPLIES **\$ 1,500**

Photograph paper must be purchased for the daily operational needs to fulfill the requirements of the grant. Quality photograph paper is required for printing of pictures captured for evidence purposes. Batteries will be required for battery-operated equipment. CD's are required for the downloading of the investigative file for case documentation and court purposes.

The estimated cost of all operating supplies is estimated at \$1,500.

522300 - VEHICLE REPAIRS AND MAINTENANCE **\$ 500**

The amount budgeted is estimated at \$500 X 1 vehicle = \$500.

524100 - VEHICLE INSURANCE **\$ 546**

The vehicle insurance cost is estimated at \$546 X 1 vehicle = \$546.

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

The General Tort Liability Insurance cost is estimated at \$745 X 1 employee = \$745.

525004 – WAN SERVICE CHARGES **\$ 636**

Air card fees are required for the advocate to have access to the internet, CDV files and the Sheriff's Department NCIC In-house criminal history files.

The air card monthly service is estimated at \$53/month X 12 months = \$636.

525020 - PAGERS AND CELL PHONES **\$ 600**

Cell phone service is requested for the Victim Advocate so that they can communicate effectively with the CDV investigators, other law enforcement officials, other agencies, and to contact victims.

The monthly service charge for cell phones is estimated at \$50/month X 12 months = \$600

525041 – E-MAIL SERVICE CHARGES **\$ 96**

The monthly service charge is estimated at \$8 /month X 12 months = \$96.

525210 –CONFERENCE AND MEETING EXPENSES **\$ 3,000**

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 a Victim Advocate.

The estimated cost is \$3000.

525400 - GAS, FUEL, AND OIL **\$ 4,954**

The Victim Advocate must travel to assist the victims of crime and to court.

The budgeted amount is estimated at 9,908 miles X \$0.50 = \$4,954.

SECTION V. C. –CAPITAL LINE ITEM NARRATIVES

540000 – SMALL TOOLS AND MINOR EQUIPMENT \$ 310

Numerous small equipment items are required for the advocate to perform their job tasks. These equipment items will provide a greater access to retrieving and preserving evidence of a victim or scene.

1	Flashlight	\$125
1	Digital Voice Activated Recorder	\$135
2	Flash Drives	\$ 50

540010 – MINOR SOFTWARE \$ 300

Office software will be required for the Advocate to easily download information and transfer to the CDV investigator's computers and to allow the prosecutor to have the accurate information.

(1) VEHICLES AND ACCESSORIES \$ 26,000

A vehicle and accessories is required to allow the Victim Advocate to deliver services to victims of crime. The Victim Advocate must have immediate access to a vehicle to assist victims of crime in emergency situations, transporting them to other agencies, assisting in recovering personal property, acting on behalf of victims with other agencies, transporting and attending court with the victims.

The cost is estimated to be \$26,000.

(1) LAPTOP AND ACCESSORIES \$ 4,950

The laptop computers will be used for recording data outside of the office and in the office. The laptop will also be used to pull information from the in-house system as needed for the assistance of the victim. The advocate will download photographs from the SLR digital camera onto the laptop for storing with case files.

The estimated cost for the laptop and accessories with tax is \$4,950.

(1) PRINTER AND ACCESSORIES \$ 550

A network printer of high quality resolution is requested for the investigators to print photos of evidence and other pertinent images of victims, defendants, and their injuries. The unit price will include additional printer heads and cartridges.

The estimated cost for the printers is \$550.

(1) DIGITAL CAMERA AND ACCESSORIES **\$ 1,800**

The use of digital high-resolution photography for CDV victims will greatly enhance the information photographed for court presentations. The Advocate will use the camera for grant purposes.

The estimated cost is \$1,800.

(1) DESK CHAIR **\$ 600**

Office desk chairs are required for the new grant personnel to have adequate seating to perform their daily job tasks as required by the grant.

The estimated cost is \$600.

(2) LOCKABLE FILE CABINETS **\$ 1,200**

File cabinets are required for the Advocate to store information for victims of CDV. These cabinets must be fire proof and lockable.

The estimated cost is \$1,200.

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.



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

TO: Diana Burnett
Clerk to County Council

FROM: Thomas B. Collins
Emergency Manager

REF: 2008 LEMPG Budget Amendment

DATE: February 1, 2010

We have just received notification from the South Carolina Emergency Management Division that Lexington County Emergency Management has been allotted an additional \$5,155.42 under the 2008 LEMPG.

This funding had been allocated for the Emergency Communications Network (ECN) Voice Over IP phone system for Lexington County. This system was provided by the South Carolina Emergency Management Division for each of the counties in South Carolina. The SC Emergency Management Division has determined that it is not cost effective to maintain this system and has discontinued using this system.

The deadline to expend the \$5,155.42 funding is March 31, 2010. Due to the short time frame we respectfully request to have put to and have brought out at the February 9, 2010 County Council meeting the Budget Amendment and expenditure approval for the \$5,155.42.

Thank you for your attention to this matter.

COUNTY OF LEXINGTON
FY 08 LOCAL EMERGENCY MANAGEMENT PERFORMANCE GRANT
Annual Budget
Fiscal Year - 2009-10

Object Code	Revenue Account Title	Actual 2007-08	Received Thru Jun 2008-09	Amended Budget Thru Jun 2008-09	Projected Revenues Thru Jun 2008-09	Requested 2009-10	Approved 2009-10	Awarded 2009-10
* PS/Emergency Preparedness LEMPG 1000:								
Revenues:								
457000	Federal Grant Income					5,155	5,155	5,155
** Total Revenue		<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>5,155</u>	<u>5,155</u>	<u>5,155</u>
***Total Appropriation					0	5,155	5,155	5,155
FUND BALANCE								
	Beginning of Year				<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>
FUND BALANCE - Projected								
	End of Year				<u><u>0</u></u>	<u><u>0</u></u>	<u><u>0</u></u>	<u><u>0</u></u>

Fund 100
Division: Public Safety
Organization: 131101 - Emergency Preparedness

Object Code	Expenditure Classification	2007-08 Expend	2008-09 Expend (Jun)	2008-09 Budgeted (Jun)	2009-10 Requested	BUDGET 2009-10 Approved		2009-10 Awarded
Personnel								
* Total Personnel		0	0	0	0	0	0	0
Operating Expenses								
521000	Office Supplies	0	0	0	535	535	535	535
* Total Operating		0	0	0	535	535	535	535
** Total Personnel & Operating		0	0	0	535	535	535	535
Capital								
5AA505	(1) Laptop Storage Cart	0	0	0	2,327	2,327	2,327	2,327
5AA506	(1) Projector Screen	0	0	0	1,217	1,217	1,217	1,217
5AA507	(1) Printer	0	0	0	1,076	1,076	1,076	1,076
** Total Capital		0	0	0	4,620	4,620	4,620	4,620
*** Total Budget Appropriation		0	0	0	5,155	5,155	5,155	5,155

SECTION V. B. – OPERATING LINE ITEM NARRATIVES

521000 – Office Supplies \$ 535

This account will be used to purchase toner cartridges for the EOC network printer.

Toner Cartridges – (1) Black, (1) Magenta, (1) Cyan and (1) Yellow @ \$125/ea = \$500.00
Tax \$35.00
Total \$535.00

SECTION V. C. - CAPITAL LINE ITEM NARRATIVES

5AA505 – LAPTOP STORAGE CART \$ 2,327

This account will be used to purchase a locking storage cart. Emergency Management has 15 laptops to support the operations of the Lexington County Emergency Operations Center (EOC). The EOC needs to be ready at a moment's notice to be activated during an emergency in the County. Purchasing this storage cabinet would allow these laptops to be secure yet easily accessible during an emergency event in the County. It would allow the laptops to be continuously charged and ready for use as well as receive the necessary program updates to maintain compliance with County's requirements.

(1) Mobile Lock Cart @ \$2,147.00
Tax \$152.18
Total \$2,326.18

5AA506 – PROJECTION SCREEN \$ 1,217

This account will be used to purchase a projection screen. During the activation of the EOC a projection screen would be utilized to display information vital to the operations of the EOC.

(1) Screen @ \$1,117.00
S/H \$20.00
Tax \$ 79.59
Total \$1,216.59



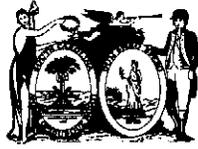
5AA507 – PRINTER

\$ 1,076

This account will be used to purchase a networked color laser printer. A dedicated networked printer is required at the Emergency Operations Center (EOC). During activation of the EOC agencies need to have the ability to print information that is vital to emergency operations.

(1) Networked color printer @	\$602.00
(1) Duplex Tray	\$190.00
(1) 3-Year Warranty	\$213.00
Tax	<u>\$70.35</u>
Total	\$1,075.35

The State of South Carolina
Military Department



OFFICE OF THE ADJUTANT GENERAL

STANHOPE S. SPEARS
MAJOR GENERAL
THE ADJUTANT GENERAL

MEMORANDUM

TO: Tom Collins, Coordinator
Lexington County Emergency Preparedness Division

FROM: Charles R. Platt, Director, SCEMD *CRP*

DATE: January 28, 2010

SUBJECT: FY2008 LEMPG – AWARD AMENDMENT

Due to the phased start-up of the Emergency Communications Network (ECN), the South Carolina Emergency Management Division (SCEMD) is extending each county the opportunity to expend its remaining 2008 ECN funds. The funds have already been matched and do not require any additional match. Please find two copies of the enclosed Grant Award Amendment adjusting Lexington County's total award to \$54,617.42 under the FY2008 Local Emergency Management Performance Grant (LEMPG). Lexington County has until March 31, 2010 to expend the remaining \$5,155.42. Please return **one copy** of the award document signed by your authorized county official (administrator/county manager) to the attention of Darlene Gathers no later than February 15, 2010. **Retain the second copy of the Award Document for your files.**

Progress reports should include the status of all objectives of the grant and completion dates. Your reporting package should include the worksheets with a brief narrative outlining accomplishments and shortfalls, if any. Financial reports are to be submitted at the same time using the form provided in your application packet. Progress and financial reports should be addressed to Charles R. Platt. Reimbursements will not be processed until all reports are received for grant compliance.

At this time, SCEMD is unable to offer extensions on this funding opportunity. Budget revisions should be completed and returned with the signed award amendment.

If you have any questions or require further assistance, please do not hesitate to let us know.

CRP: Enclosures

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

**SOUTH CAROLINA
EMERGENCY MANAGEMENT DIVISION
2779 Fish Hatchery Road
West Columbia, SC 29172-2024**

GRANT AWARD – AMENDMENT I

SUB-GRANTEE: Lexington County Emergency Preparedness Division

DATE: January 28, 2010

PROGRAM NAME: LEMPG

CFDA No.: 97.042

GRANT PERIOD: 04/01/08 – 03/31/10

GRANT NO: 8EMPG01

ANNUAL ALLOCATION: \$32,076.00

SPECIAL PROJECT: \$21,841.42

HURRICANE/EM WORKSHOP: \$700.00

TOTAL AWARD: \$54,617.42

The South Carolina Emergency Management Division, Office of the Adjutant General, under the Department of Homeland Security and South Carolina Law Enforcement Division Grant No. 8EMPG01, hereby awards to the aforementioned *Sub-grantee* a federal award in the amount shown above. This amount is inclusive of the Lexington County project award(s) as specified in the *FY-2008 Local Emergency Management Performance Grant* application as follows: \$21,841.42 for Special Project P-3 (Develop a County or Regional Volunteer Organization). Additionally, the South Carolina Emergency Management Division will pay \$4,500.00 for your WebEOC software renewal maintenance and \$4,060.58 for your Emergency Communications Network (ECN) project, through March 31, 2009. This grant award is subject to the terms and conditions set forth in the application.

The grant shall become effective as of the date of award and upon return of an original signed copy of this document by the *Sub-Grantee's* designated official(s) to the South Carolina Emergency Management Division. This award must be accepted within thirty (30) days from the above date. It is agreed that quarterly Progress, Finance and other reports, as required by the South Carolina Emergency Management Division, must be submitted in accordance with the Terms and Conditions of the award.

The *Sub-Grantee*, hereby assures and certifies that it will comply with the regulations, policies, guidelines and requirements set forth in the Code of Federal Regulations (CFR) 44, OMB Circular Nos. A-102, A-87, A-110 (Revised) and A-133 and the signed Standard Assurances, which are on file, as they relate to the application acceptance and use of federal funds.



Charles R. Platt, Director
South Carolina Emergency Management Division
Office of the Adjutant General

Acceptance for the Sub-Grantee:

County Administrator/Manager

Date: _____

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

M E M O R A N D U M

DATE: February 9, 2010
TO: John Fechtel, Director of Public Works
FROM: Sheri Armstrong, Stormwater Manager
RE: 319 Grant Proposal for TMDL Implementation Hollow Creek Watershed

Attached with this memo is the proposed scope and budget for a 319 Grant Proposal for a TMDL Implementation project located in the Hollow Creek Watershed. Lexington County with MACTEC met with DHEC and discussed their opinion of the referenced project. They informed Lexington County that approximately \$900,000.00 dollars would be available this grant cycle and they were very excited about Lexington County pursuing a TMDL implementation project. Please refer to the attached memo for specifics the budget items are as follows.

Total Project Budget: \$550,000

Budget for Construction: \$385,000

Federal (60%): \$330,000

Non-Federal Match (40%): \$220,000

- Contribution by landowners: \$150,000
- In-Kind (Labor) Services from other Partners: \$20,000
- In-Kind (Labor) Services from Lexington County: \$25,000
- Cash expenditure by County: \$25,000

In-Kind Services will include managing contributions, hydrology, GIS, quarterly reporting to DHEC, homeowner coordination for septic repairs, etc...

Cash Expenditures will come from fund 520300 Professional Services.

The Environmental Protection Agency (EPA) and the Department of Health and Environmental Control (DHEC) have stressed the importance of TMDL investigation, identification, and implementation as a potential requirement in future permits. We hope starting this process now will have us ahead of the game.

We are asking County Council to allow us the opportunity to pursue this grant with MACTEC's assistance and report this out at full Council.

COUNTY OF LEXINGTON Grant Request Summary Form

Title of Grant: 319 Grant TMDL Implementation Hollow Creek Watershed

Fund: New New Fund **Department:** 121400 Public Works/Stormwater
No. Title No. Title

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

Grant Overview:

A Total Maximum Daily Load (TMDL) has been adopted for the Hollow Creek Watershed. A 99% percent reduction of fecal coliform is required to meet the clean water standards. This grant will allow Lexington County the opportunity to implement a TMDL to reduce pollutants through various Best Management Practices (BPMs). Specific practices are included on the attachment. This watershed has a direct impact on the water quality of Lake Murray and we propose partnering with several organization while pursuing this grant.

Grant Period: 90 from signed contract to Max. 3 years

Responsible Departmental Grant Personnel: Sheri Armstrong, Stormwater Manager

Date Grant Information Released: December 21, 2009

Date Grant Application Due: March 1, 2010

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

Personnel See attachment

Operating See attachment

Capital See attachment

Total \$ 550,000.00

Local Match Required: Yes No

If Yes, What is the Percentage / Amount:

60	\$330,000.00	* Made up of Contributions, cash, and in-kind in the form of labor.
40	\$220,000.00	
%	\$ Amount	

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

Final Report with Financial report due 30-45 days of closure of project.

Dept. Preparer:	SA	2/1/2010
Dept. Approval:	JF	2/1/2010
Finance Approval:	AD	2/1/2010
	<i>Initials</i>	<i>Date</i>

Section 319 Grant Proposal – TMDL Implementation at Hollow Creek Watershed

Location: This project is located in Hollow Creek Watershed (HUC 03050109200010).

Subject: A fecal coliform pollutant load reduction of approximately 99% at Water Quality Monitoring Station S-306 will be required to meet clean water standards as specified in the TMDL Hollow Creek Watershed Report, 2005. Section 319 Grant funds are available at this time to pursue TMDL implementation. Future Section 319 Grant fund availability is unknown. Fecal coliform pollutant load reduction in Hollow Creek Watershed will have direct impact on the water quality of Lake Murray, impacting the quality of life and local economics in Lexington County.

Problem: A variety of non-point sources (NPS) have caused the fecal coliform bacteria loading in Hollow Creek Watershed. Septic tank usage in the area is common for rural homes and businesses, with an estimated septic system failure rate of approximately 10% to 20%. Potential agricultural NPS pollutant sources of fecal coliform bacteria include grazing livestock and horses depositing manure directly and indirectly into Hollow Creek and its tributaries and land application of poultry litter.

Current: It is estimated that 375 grazing animals occupy this watershed owned by approximately 11 landowners. In addition, there are an estimated four poultry farms, one swine farm and one goat farm in this watershed, with a projected deer density of less than 15 individuals per square mile. There are an estimated 563 on-site waste disposal (septic) systems in this watershed.

Proposal: To install Best Management Practices (BMPs) in Hollow Creek Watershed to reduce the fecal coliform entering Hollow Creek and its tributaries. Stream protection BMPs associated with farm and wildlife animals may include a combination of a number of the following methods:

- Streambank fencing
- Riparian forest buffers
- Stream Crossings
- Alternative Water Sources
- Shade
- Waste storage/coverage
- Waste Management
- Spreader calibration
- Manure testing
- Manure composting
- Nutrient Management/Precision Agriculture
- Runoff Management
- Pasture Planting/Critical Area Stabilization

In addition, a cost-share program will be offered to residents and businesses whose septic system is in need of repair and/or replacement.

Future: A social marketing campaign will accompany this project, educating farmers and residents of Hollow Creek Watershed about the causes and results of fecal coliform contamination and how they can prevent it.

Budget:

Total Project Budget: \$550,000

Budget for Construction: \$385,000

Federal (60%): \$330,000

Non-Federal Match (40%): \$220,000

- Contribution by landowners: \$150,000*
- In-Kind (Labor) Services from other Partners: \$20,000**
- In-Kind (Labor) Services from Lexington County: \$25,000
- Cash expenditure by County: \$25,000***

* The \$150,000 contribution by landowners is anticipated to be subsidized by Environmental Quality Incentives Program (EQIP) funds from the Natural Resources Conservation Service. Farmers involved in other Section 319 Grant projects in South Carolina have had a high success rate obtaining EQIP funds. EQIP provides a minimum of 50% match and EQIP funds are eligible toward the Section 319 Grant. Therefore, the farmers would be responsible for a portion of the \$150,000 (on the order of 50,000), which can be met with in-kind labor. Should there be any issue obtaining EQIP funds to address the landowner share of the project costs, the overall size of the project would be scaled-back, rather than increasing the County's contribution.

**Other partners may include one or more of the following organizations: Lexington SWCD, Clemson Experimental Service, SC Department of Natural Resources, Natural Resources Conservation Service and Capital City/Lake Murray Regional Tourism Board. Note that the contribution from these partners may be in-kind donations of time and/or other resources, avoiding cash expenditures.

***The total anticipated cash expenditure (i.e. excludes County labor) to the County is a minimum of \$25,000; this is based on the assumption that the noted partners can provide the labor amount listed above. If other partners cannot be found to provide in-kind labor as a source of matching funds, additional contractor (or consultant) services would be needed, increasing the County's anticipated cash expenditure to a maximum of \$45,000.

REQUEST FOR PROPOSALS

§319 Grants for
Nonpoint Source Pollution Control Projects

December 2009



South Carolina Department of Health and Environmental Control
Bureau of Water, Division of Water Quality

Proposals Due: 3/1/10, 4 PM

Agency Contact: Meredith Murphy, (803) 898-4222
murphymb@dhec.sc.gov
<http://www.scdhec.gov/environment/water/grants.htm>

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Section 1: NPS Grants Program & Process

1.1 Purpose and Overview

The South Carolina Department of Health and Environmental Control (SCDHEC) is seeking proposals to conduct Nonpoint Source (NPS) Water Pollution Control Projects that reduce nonpoint source contributions to South Carolina waterbodies. Projects must be designed to achieve *measurable* water quality improvements.

The South Carolina NPS Grants Program is administered by SCDHEC in consultation with the U.S. Environmental Protection Agency (EPA). Grants for selected projects will be funded with monies provided to SCDHEC by EPA under the Federal Clean Water Act, Section 319(h).

1.2 Organizations Eligible to Apply for a NPS Grant

South Carolina public organizations such as state agencies, public universities, soil and water conservation districts, regional planning commissions, watershed organizations and nonprofit organizations are eligible to receive NPS grants. Private organizations such as consulting firms and private universities are also eligible to receive these grants.

1.3 Types of Projects

This solicitation invites proposals for two types of projects:

- **Project Type A: Implementation of a Watershed-Based Plan**
This type of project focuses on identifying and implementing actions in a watershed to restore or improve a waterbody. The project is designed so that Best Management Practices (BMPs) are implemented in a manner that leads to significant reduction in the nonpoint source pollutant load to a waterbody. Highest priority will be given to the implementation of a watershed-based plan for a waterbody *with* an approved TMDL; however impaired waterbodies are also eligible for implementation. See Section 2.1 for more information.
- **Project Type B: Demonstration of Innovative Nonpoint Source Reduction Techniques**
This type of project focuses on reducing a specific nonpoint source contribution through the installation of an innovative BMP. Examples of these BMPs may include stormwater management practices, stream restoration and stabilization, constructed wetlands and LID practices. The project must show a direct connection to the installation of the BMP with an improvement in water quality and the pollutant load reductions associated with the BMP. Additionally, knowledge gained from the demonstration of the BMP must be transferred and applied to other waterbodies through local governments or other appropriate organizations. For more information, see Section 2.2.

1.4 Projects in Priority Watersheds

SCDHEC and EPA Region 4 have established seven priority watersheds across the state. These include the following Hydrologic Unit Codes (HUCs):

- 03050109 (Saluda)
- 03060106 (Middle Savannah)
- 03050206 (Edisto)
- 030502090201, 030502090202 (Sewee-Santee)
- 030601100301 (May River)
- 030502080606 (Okatie River)
- 0304020106, 0304020107 (Black Creek)

Bonus points will be awarded to any project within these HUCs. However, while priority is given to projects within these watersheds, projects in other watersheds will also be considered with this opportunity. TMDLs in priority watersheds that are eligible for implementation under this opportunity are designated with an asterisk (*) as part of the eligible TMDL listing (Appendix 1).

1.5 Anticipated Grant Fund Allocations

NPS Grants will be funded with monies provided to SCDHEC by EPA under the Federal Clean Water Act, Section 319(h). SCDHEC plans to allocate up to \$1,200,000 for projects under this RFP. The majority of these funds (approximately \$900,000) will be directed towards implementation of watershed-based plans (Project Type A). The remaining funds (approximately \$300,000) will be directed to demonstration projects (Type B).

No maximum funding amount is specified in this solicitation, but **proposals must clearly justify all costs included in the application**. In addition, eighty percent (80%) of Federal 319 funds must be directed solely towards on-the-ground BMP implementation.

Section 319 projects are funded by quarterly reimbursement. SCDHEC is not liable for any costs incurred by the grantee prior to the date of grant agreement approval, and no payment in advance of the final approval can be made.

Please note that the State Revolving Fund (SRF) might be more suitable for funding very large projects. You may review the SRF information on the web (<http://www.scdhec.gov/environment/water/srf.htm>). SRF provides lower interest rate loans for nonpoint source (NPS) projects.

SCDHEC reserves the right to reject all proposals and make no awards following this solicitation or to reject proposals which, in the judgment of NPS staff, fail to reasonably meet requirements of the RFP.

1.6 Limitations

Grant funds under this RFP may NOT be used:

- To implement requirements of any draft of final permit (includes MS4)
- For nonpoint source research
- To undertake, complete or maintain erosion or stormwater control work otherwise required by existing permits or orders
- To pay for requirements under a Comprehensive Nutrient Management Plan for a permitted animal operation.

Note that watersheds within an MS4 entity's designated coverage are not eligible for implementation funding. Demonstration projects **must** be located outside of an MS4 entity's designated coverage in order to be considered for funding. It is the responsibility of the applicant to demonstrate that the project area is outside of this boundary.

1.7 Non-Federal Match Requirement

Applicants must demonstrate a minimum non-federal match of forty percent (40%) of the total cost of the project (Grant funds requested = 60%, non-federal match = 40%, total project cost = 100%). SCDHEC will not accept proposals with less than 40% non-federal match.

The 40% non-federal match may be calculated as follows:

$$\text{Minimum non-federal match required} = \text{Grant funds requested} \times (0.667)$$

Match on a project is the value of funds or services used to help conduct the project that is not borne by the federal funds. Match includes contributions of cash or value services from individuals, organizations, municipalities or non-federal public agencies. Federally funded projects or services do not qualify as non-federal match for NPS grants. Match activities must meet the same eligibility requirements as the federally funded portion of the grant. All of the match must be fully documented. Proposals must identify the agency/organization(s)/group(s) providing non-federal match and amounts. Refer to Section 3.6 for more information about matching funds.

1.8 Cost Sharing for BMP Construction

NPS pollution control projects are designed to prompt installation of BMPs to address problems at many NPS sites. Grantees usually provide technical assistance and outreach services to effectively prompt landowner installation of BMPs at NPS sites. In addition, a grantee may choose to setup a cost sharing program as an incentive to prompt installation of BMPs. Under cost sharing, a grantee provides project funds in the form of a cost share payment to a town or individual to share the cost of acceptable BMP installations. To administer a cost sharing program, a grantee determines: the types of NPS sites to be targeted for cost sharing the eligible BMPs; the cost share percentage rate; provides information about availability of cost sharing; and uses an appropriate Cost Sharing Agreement. Recipients of 319 cost sharing must agree to properly operate and maintain the BMP for its intended purpose for the conservation practice service life. Recipients of 319 cost sharing for an "animal feeding operation" must agree to follow a nutrient management plan (see Section 3.10).

1.9 Timetable: RFP and Grant Awards

Proposals must be received by 4 PM on Monday, March 1, 2010. A Review Committee composed of representatives from State and Federal agencies, universities, environmental groups, and industry associations will select eligible projects for funding. Applicants will be notified of selection within sixty (60) days of the close of the application period. From the time that the Review Committee evaluates the proposals until the grant agreement is signed will be approximately ninety (90) days. SCDHEC reserves the right to reject all proposals and make no awards following this solicitation or to reject proposals which, in the judgment of NPS staff, fail to reasonably meet requirements of the RFP.

1.10 After Selection: Preparing the Workplan for Final Approval

For each project selected, SCDHEC NPS Staff will ask the applicant to submit a revised workplan, taking into account the comments received from the Review Committee and SCDHEC. Following the submittal of the revised workplan, SCDHEC and EPA Region 4 will conduct a final review.

1.11 Additional Information on Nonpoint Source Grant Applications

SCDHEC staff will not host an informational meeting for this solicitation. Staff will, however, be available to meet with interested groups upon request. It is recommended that all interested groups request such a meeting early in the application process as meetings will be scheduled on a first-come, first-served basis.

1.12 SCDHEC Staff Contacts

Section 319/NPS Staff:

Meredith Murphy
SC Nonpoint Source Coordinator
803-898-4222
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Saluda and Savannah Basins
Rebecca Spratlin
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Santee, Salkehatchie and Edisto Basins
Andy Miller
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millerca@dhec.sc.gov

Section 2: Project Types

2.1 Project Type A: Implementation of a Watershed-Based Plan

Watershed-based plans are a tool to resolve and prevent water quality problems that result from nonpoint source pollution problems. These plans identify the specific sources contributing to the water quality concern (i.e. specific pollutant) and outline steps needed to restore or improve the waterbody. Local organizations are often best-suited to develop and implement these plans as they are most familiar with their watersheds and those in the community. For all project types, applicants should *demonstrate a clear, in-depth knowledge* of the watershed contained in the proposal.

EPA requires the development of a watershed-based plan in order to restore waterbodies with Section 319 funds. Since 2001, SCDHEC has solicited TMDL Implementation projects through requests such as this, but has required that the necessary elements for a watershed-based plan be included in the proposal. Implementation of a watershed-based plan for a waterbody with an approved TMDL has been, and continues to be, SCDHEC's top funding priority. However, watershed-based implementation projects for impaired waterbodies are also eligible for this funding at this time.

The following outlines the two sub-types of Project Type A:

2.1.1 Project Type A-1: Impaired Waterbodies with Approved TMDLs

Appendix 1 lists the TMDLs eligible for funding under this solicitation. These are watersheds where (1) a TMDL has been developed and approved, (2) water quality standards are still not being attained and (3) are located outside of the designated coverage for an MS4 entity. Each station listed on these charts is considered an individual watershed. Fecal coliform is the pollutant of concern for all eligible TMDLs.

Watershed-based plans require the calculation of the pollutant reduction needed to attain water quality standards. This is included in the TMDL document itself and may be referenced in the development of the project workplan (links to TMDL documents can be found in Appendix 1). However, in order to complete a watershed-based plan, the applicant must specifically identify the sources contributing to the fecal coliform impairment and outline the steps needed to reduce pollutant loading in order to correct the impairment.

Proposals must include the area delineated for the chosen station which can be found in the TMDL document. This may be a 12 or 14-digit HUC area, or a smaller area specifically targeted in the development of the approved TMDL. It is crucial that the area for implementation match the area for which the TMDL was developed. Contact the appropriate Watershed Manager for assistance in determining the watershed boundary (contacts can be found in Section 1.12). A GIS layer of approved TMDLs can also be downloaded from the SCDHEC GIS Data Dictionary located online at <http://www.scdhec.gov/gis/>.

2.1.2 Project Type A-2: Impaired Waterbodies on 2008 303(d) List

Implementation of a watershed-based plan for any waterbody listed as impaired on the 2008 303(d) List is eligible for funding under this solicitation, provided that the watershed is located outside of the designated coverage for an MS4 permit. It is the responsibility of the applicant to demonstrate that the watershed is outside of this boundary. A PDF version as well as a sortable Excel version of the 2008 303(d) List can be found online at <http://www.scdhec.gov/environment/water/tmdl/>.

A watershed-based plan may be developed for any impairment on the List. The applicant must be able to calculate the pollutant loading and reduction necessary in order for the waterbody to attain water quality standards. Once the reduction is calculated, applicants must identify the source(s) of the impairment and outline strategies to correct the impairment that will meet the calculated load reduction.

Plans must be developed on a watershed scale for a 12-digit HUC or larger. Contact the appropriate Watershed Manager for assistance in determining the watershed boundary (contacts can be found in Section 1.12).

2.1.3 Available Funding

Approximately \$900,000 will be awarded to watershed-based plan implementations. Highest priority will be given to type A-1. No maximum proposal amount is specified in this solicitation, however all project costs must clearly be outlined and justified. Applicants are encouraged to apply only for the amount necessary to accomplish their objectives.

2.1.4 Criteria for Evaluation

Projects will be evaluated with the following criteria:

- Will the project address *all* sources of the target pollutant in the watershed?
- Does the proposal reflect an in-depth knowledge of the watershed?
- How detailed are each of the required elements of a watershed-based plan?
- Does the proposal *clearly* define roles and responsibilities (appropriate use of partnerships)?
- Is the approach technically sound with a high likelihood of success?
- Is the budget reasonable? Are all costs justified appropriately?
- Does the outreach component target audiences that contribute to the identified pollution sources?
- Does the project stress on-the-ground BMP implementation?
- Does the proposal/application package follow formatting instructions provided in the RFP?
- Is there reasonable assurance that the proposed project will correct the water quality impairment?

Priority will be given to:

- Projects within a Priority Watershed.
SCDHEC and EPA Region 4 have established seven priority watersheds across the state. These include the following HUCs: 03050109 (Saluda); 03060106 (Middle Savannah); 03050206 (Edisto); 030601100301 (May River); 030502080606 (Okatie River); 0304020106, 0304020107 (Black Creek); 030502090201, 030502090202 (Sewee-Santee). TMDLs in priority watersheds that are eligible for implementation under this opportunity are designated with an asterisk () as part of the eligible TMDL listing (Appendix 1). While priority is given to projects within these watersheds, projects in other watersheds will also be considered with this opportunity.*
- Projects with other sources of funding (even other Federal sources) above and beyond the needed match amount.
- Projects that implement a watershed-based plan for an impaired waterbody with an approved TMDL.
- Projects that include social marketing concepts as part of the outreach and education component.

2.2 Project Type B: Demonstration of Innovative Nonpoint Source Reduction Techniques

2.2.1 Project Type B Description

Nonpoint source pollution is a major contributor to water quality impairments in South Carolina. While controls to reduce NPS pollution are instituted regularly by a variety of organizations, cost-share assistance programs and permittees, information on new and innovative ways to lessen this pollution source is always needed. In order to generate quantifiable results and to facilitate information transfer related to NPS pollutant load reductions, SCDHEC is soliciting proposals that will demonstrate on-the-ground *innovative* reduction techniques or technologies.

The primary objective of these demonstration projects is to illustrate and evaluate the effectiveness and performance of a particular BMP or an innovative technology (structural or non-structural) in reducing pollutant loadings to improve water quality. In order to increase the sustainability of the technique, the information collected should have potential to be utilized across the watershed and in similar watersheds across the State.

SCDHEC has three goals for demonstration projects. Selected projects should be able to:

1. Develop design criteria and technical information for BMP installation.
2. Measure the effectiveness of the project, in terms of both the technique itself and the transfer of information gained.
3. Establish a basis of authority, which is typically a government process such as an ordinance, adaptation of new regulations or policies, but may be as simple as peer-supported voluntary guidelines.

Any *innovative* NPS reduction technique or technology is eligible for funding under this solicitation provided that it is (1) not required under a permit or consent order and (2) is not within the designated coverage for an MS4 permit. It is the responsibility of the applicant to demonstrate that the project area is outside of this boundary.

These proposals must contain a plan for transferring and incorporating the outcomes and knowledge gained through the demonstration to appropriate audiences. Preference will be given to projects that can document the commitment of local governments to adopt and institutionalize strategies and techniques used across their jurisdictions.

Demonstration projects do not have to be performed at a watershed scale, but a direct connection to water quality improvement AND to a reduction in pollutant loading must be established. Monitoring at an associated waterbody should show an improvement following the installation of the proposed technique. In addition, applicants must provide estimated pollutant load reductions associated with the innovative technique for sediment, phosphorus, nitrogen and fecal coliform bacteria.

2.2.2 Available Funding

Approximately \$300,000 will be awarded to projects that demonstrate innovative NPS reduction techniques. No maximum proposal amount is specified in this solicitation, however all project costs must clearly be outlined and justified. Applicants are encouraged to apply only for the amount necessary to accomplish their objectives.

2.2.3 Criteria for Evaluation

Projects will be evaluated with the following criteria:

- Will the project address all three goals for demonstration projects outlined in Section 2.2.1?
- How detailed are each of the required elements of the project description?

- Does the proposal *clearly* define roles and responsibilities (appropriate use of partnerships)?
- Is the approach technically sound with a high likelihood of success?
- Is the budget reasonable? Are costs justified appropriately?
- Will the knowledge gained be transferred to appropriate audiences?
- Does the project stress on-the-ground BMP implementation?
- Does the proposal/application package follow formatting instructions provided in the RFP?
- Is there reasonable assurance that the proposed project will result in pollutant load reductions and improve water quality?

Priority will be given to:

- Projects within a Priority Watershed.
SCDHEC and EPA Region 4 have established seven priority watersheds across the state. These include the following HUCs: 03050109 (Saluda); 03060106 (Middle Savannah); 03050206 (Edisto); 030601100301 (May River); 030502080606 (Okatie River); 0304020106, 0304020107 (Black Creek); 030502090201, 030502090202 (Sewee-Santee). TMDLs in priority watersheds that are eligible for implementation under this opportunity are designated with an asterisk () as part of the eligible TMDL listing (Appendix 1). While priority is given to projects within these watersheds, projects in other watersheds will also be considered with this opportunity.*
- Projects with other sources of funding (even other Federal sources) above and beyond the needed match amount.
- Projects that can document the commitment of local governments to adopt and institutionalize strategies and techniques used across their jurisdictions.
- Projects that include social marketing concepts as part of the outreach and education component.

Section 3: Terms & Conditions of NPS Grant Awards

3.1 Administrative Capacity

A “Grantee” (grant recipient) must have administrative capacity to comply with the applicable requirements of federal “Uniform Administrative Requirements for Grants and Cooperative Agreements” (40 CFR Part 30 or 31) and State requirements. This includes, but is not limited to, managing allowable project costs, non-federal match, cost accounting and invoicing, audit procedures, records access, record keeping, sub-agreements, and progress reporting.

3.2 Grant Agreement

Grant recipients must enter into a written Grant Agreement with SCDHEC to establish mutually agreeable terms for completing the project. The Grant Agreement is in the form of a contract formatted according to standard SCDHEC contract procedures. A sample grant agreement is available upon request.

3.3 Timely Implementation and Closeout

A grantee is obliged to take action to implement the project as planned and closeout the project in the time frame outlined in the workplan. SCDHEC recognizes that unforeseen delays and extenuating circumstances sometimes occur that may require additional time to complete a project. If this is necessary, SCDHEC will evaluate the circumstances and may extend the project. Note that final financial paperwork and closeout reporting documents will be due 30 to 45 days AFTER the close of the project. NO costs will be allowed after the close of the project; hence potential grantees should plan to complete these requirements accordingly.

3.4 Pre-Award Costs

SCDHEC is not liable for any cost incurred by the Grantee or any Grantee subcontractor(s) prior to the contract effective date. SCDHEC can not authorize any payments prior to final approval of the grant agreement.

3.5 Reporting and Invoice Requirements

The grantee agrees to submit interim **quarterly** progress reports and a final closeout report that evaluates the project. The evaluation is to include a critique of approaches that were used, and recommendations for other similar projects. Grantees will also regularly submit additional project-specific information, such as information on each BMP installed. All selected projects will also be subject to on-site visits by NPS staff annually, or on a more frequent basis if deemed necessary.

In addition to the quarterly progress reports, grantees must also submit invoices each quarter. The grantee also agrees to support minority and women-owned businesses whenever feasible and will submit quarterly MBE/WBE (Minority Business Enterprise/Women Business Enterprise) forms with each invoice.

3.6 Matching Funds or Services

Match is the value of funds or services used to help conduct the project that is not borne by the federal grant funds. Match includes, but is not limited to, contributions of cash or value of services from individuals, organizations, municipalities or non-federal public agencies. Federally-funded projects or services cannot be used as match for NPS grants.

Funds or services contributed to the project as matching funds or services must:

1. Be eligible under EPA National 319 Program Guidance (i.e. matching funds have the same requirements as federal funds)
2. Relate **directly** to the tasks in the project workplan
3. Be reasonably valued for the work performed
4. Be supported by documentation.

Match may be cash or the value of "in-kind" non-cash contributions such as charges for equipment used on the project or the value of goods and/or services directly contributed to the project. Third party in-kind contributions may be provided by non-federally funded public agencies, organizations or individuals. Volunteer services provided by individuals to the Grantee for project activities and travel costs may be valued as match at rates consistent with rates ordinarily paid by employers for similar work.

Examples of project actions that might be used as eligible project match include the following:

1. Cost of construction of approved BMPs (including labor, equipment and materials)
2. Cost or "value per hour" rate multiplied by the number of hours of work performed to help carry out project workplan tasks, such as: serving on the project Steering Committee; writing, copying and mailing water quality publications or watershed newsletters; participating in project activities; providing training or workshop sessions; designing or reviewing BMP conservation plans, etc.
3. The value per hour rates for the volunteer services must be reasonably valued for the work performed. The value of a volunteer hour is currently placed at \$20.25/hour. More information regarding *match activities* and current valuation of volunteer time is available online at the following pages: <http://www.scdhec.gov/environment/water/docs/319match.pdf> and http://www.independentsector.org/programs/research/volunteer_time.html.
4. Cost of travel. Mileage rates must be in accordance with State reimbursement rates at the time of the travel. The FY2010 rate is currently 50.5¢ per mile.
5. Cost of office or field equipment rentals, and supplies used for the project.

3.7 Environmental Data Quality Assurance

If your project involves environmentally-related measurements such as water quality sampling, monitoring, or sample analysis, then the work must be completed in accordance with a Quality Assurance

Project plan (QAPP) that is approved by SCDHEC *prior* to data acquisition. Note that only Project Type B proposals are allowed to include monitoring components. More information on QAPPs, including guidelines, can be found online: <http://www.scdhec.gov/environment/envserv/qapp.htm>. QAPP development can be a lengthy process. Be sure to include sufficient time for completion of this requirement in your milestones.

3.8 Food and Promotional Items

Prior approval must be obtained if food or certain promotional items will be purchased with 319 funds. Contact Meredith Murphy (803-898-4222 or murphymb@dhec.sc.gov) to discuss these items.

3.9 GIS Requirements

All selected projects that have a Geographic Information System (GIS) component must follow EPA/DHEC GIS guidance. A copy of the GIS guidelines is available upon request and DHEC's web site (<http://www.scdhec.gov/environment/water/docs/319g-gis.pdf>).

3.10 Animal Feeding Operations (AFOs)

Proposals that include programs or activities projects that assist AFOs must include a provision to assure that any AFO that receives financial assistance pursuant to the grant has and will implement a comprehensive nutrient management plan as defined by EPA and DHEC.

Section 4: How to Apply

4.1 Application Process

Step 1: Notification – Anyone interested in submitting a proposal for this request **must** notify SCDHEC in advance by sending an e-mail to NPSGrants@dhec.sc.gov. This e-mail should contain the contact information for the appropriate organization as well as the waterbody of interest. Applicants are encouraged to send notifications early so that SCDHEC staff may provide assistance throughout the process. You may submit notification and then decide later not to submit a proposal, but **no proposal will be accepted without previous notification**.

Step 2: Cooperators – Contact all potentially interested stakeholders. Consider each aspect of your project and be sure that your team has the expertise needed. Notify all municipalities in your project area. For all organizations cooperating on your project, **you must obtain a signed commitment letter from each cooperator that specifically outlines what the organization will contribute to your project** (matching funds, staff time, equipment usage, etc). You may also submit support letters from other organizations that are not directly participating in your project.

Step 3: Workplan – Draft workplan using appropriate format. Appendix 2 outlines the format for Project Type A. Appendix 3 outlines the format for Project Type B. Budgets **must** follow the format provided and all costs must be justified in narrative fashion. SCDHEC staff may provide comments on draft workplans or components that are submitted in advance.

Step 4: Additional Elements – The application package must also contain the following elements:

- Cover letter – A completed cover letter on applicant letterhead signed by an official authorized to submit a proposal on behalf of the applicant. (no more than 1 page)
- Location map – Provide a location map of the project watershed or area on one page of 8.5"x11" paper clearly showing the waterbody(s), town(s) and watershed boundaries. For projects near MS4 permitted coverage, the permit boundaries should also be included. Note that additional maps may be included in the proposal.

Step 5: Application Package – All applications must include an original, plus ten (10) copies of the following items. These should be 3-hole punched and may **not** be bound or stapled.

- Cover letter
- Location map
- Workplan (DO NOT submit a separate cover page)
- Commitment letters from *each* cooperator

Be sure that any additional supporting items are also included with each copy.

Step 6: Submitting the Application – Mail or deliver the complete application package to the following address (faxes are not acceptable).

Applications must be received by 4 PM on March 1, 2010.

Attention: Meredith Murphy
 SCDHEC Bureau of Water
 Division of Water Quality
 2600 Bull Street, Columbia, SC 29201

Proposals should also be e-mailed (in Word format *only*) to murphymb@dhec.sc.gov. A CD may be submitted with the application package if the file is too large to send electronically. Note that all proposal components should be incorporated into ONE Word file. Additional files (such as Excel spreadsheets or images) will not be accepted.

4.2 Submittal Checklist

- Have you notified SCDHEC by e-mailing NPSGrants@dhec.sc.gov?
- Double-check all calculations for accuracy
- Is your proposal the appropriate length? (Type A – up to 20 pages, Type B – up to 15 pages)
- Submit an original plus 10 copies (be sure to include copies of commitment letters, maps and other supporting documentation)
- Submit all 3-hole punched
- DO NOT submit bound/stapled proposals
- Submit proposal electronically in **Word** format via e-mail to murphymb@dhec.sc.gov (A CD may be submitted if proposal is too large to e-mail)
- Send or deliver proposals to (Faxes are not acceptable):

Attention: Meredith Murphy
 SCDHEC Bureau of Water
 Division of Water Quality
 2600 Bull Street, Columbia, SC 29201

SCDHEC’s NPS Program reserves the right to refuse any proposal which does not meet the RFP requirements for:

- 1. 80% of federal component of the project cost designated for on-the-ground BMP implementation, and**
- 2. 40% of the total project cost provided by non-federal matching sources.**

Additionally, proposals which, in the judgment of NPS staff, fail to reasonably meet other requirements of the RFP may also be rejected.

Appendix 1: Eligible TMDLs for Project Type A-1

The charts on the following pages (12-18) list all TMDLs that are currently eligible for funding under this solicitation in Project Type A-1. TMDLs located within a Priority Watershed are designated with an asterisk (*).

Major Basin	12-Digit HUC	County	Station *= <i>Priority Watershed</i>	Station Description	TMDL Document Name	TMDL Document Website
BROAD	030501050805	CHEROKEE	B-057	BUFFALO CK AT SC 5 1 MI W OF BLACKSBURG	Upper Broad River	http://www.scdhec.gov/environment/water/tmdl/docs/tmdl_ubroad_fc.pdf
BROAD	030501050805	CHEROKEE	B-119	BUFFALO CREEK AT S-11- 213, 2.2 MI NNW OF BLACKSBURG	Upper Broad River	http://www.scdhec.gov/environment/water/tmdl/docs/tmdl_ubroad_fc.pdf
BROAD	030501050902	CHEROKEE	B-333	KINGS CREEK AT S-11- 209, 3 MI W OF SMYRNA	Upper Broad River	http://www.scdhec.gov/environment/water/tmdl/docs/tmdl_ubroad_fc.pdf
BROAD	030501051001	CHEROKEE	B-128	LIMESTONE CK AT S-11- 301	Upper Broad River	http://www.scdhec.gov/environment/water/tmdl/docs/tmdl_ubroad_fc.pdf
BROAD	030501051002	SPARTANBURG	RS-04376	LITTLE THICKETTY CREEK AT S-42-307 1.2 MI NE OF COWPENS	Upper Broad River	http://www.scdhec.gov/environment/water/tmdl/docs/tmdl_ubroad_fc.pdf
BROAD	030501051004	CHEROKEE	B-062	THICKETTY CK AT SC 211 2 MI AB JCT WITH BROAD RVR	Upper Broad River	http://www.scdhec.gov/environment/water/tmdl/docs/tmdl_ubroad_fc.pdf
BROAD	030501051004	CHEROKEE	B-133	THICKETTY CK AT SC 18 8.3 MI S OF GAFFNEY	Upper Broad River	http://www.scdhec.gov/environment/water/tmdl/docs/tmdl_ubroad_fc.pdf
BROAD	030501051202	SPARTANBURG	B-301	PAGE CK AT S-42-1258 1.7 MI SE LANDRUM	Upper Broad River	http://www.scdhec.gov/environment/water/tmdl/docs/tmdl_ubroad_fc.pdf
BROAD	030501051203	SPARTANBURG	B-026	N PACOLET RVR AT S-42- 956 6.5 MI E LANDRUM	Upper Broad River	http://www.scdhec.gov/environment/water/tmdl/docs/tmdl_ubroad_fc.pdf
BROAD	030501051203	SPARTANBURG	B-126	N PACOLET RVR AT S-42- 978, 1 MI SE OF FINGERVILLE	Upper Broad River	http://www.scdhec.gov/environment/water/tmdl/docs/tmdl_ubroad_fc.pdf
BROAD	030501051501	SPARTANBURG	B-259	LITTLE BUCK CK AT UN# CO RD 2.3 MI SW OF CHESNEE	Upper Broad River	http://www.scdhec.gov/environment/water/tmdl/docs/tmdl_ubroad_fc.pdf
BROAD	030501051505	SPARTANBURG	BP-001	PACOLET RVR AB DAM AT PACOLET MILLS	Upper Broad River	http://www.scdhec.gov/environment/water/tmdl/docs/tmdl_ubroad_fc.pdf
BROAD	030501051506	CHEROKEE	B-048	PACOLET RVR AT SC 105 6 MI AB JCT WITH BROAD RVR	Upper Broad River	http://www.scdhec.gov/environment/water/tmdl/docs/tmdl_ubroad_fc.pdf
BROAD	030501051601	CHEROKEE	B-042	BROAD RVR AT SC 18 4 MI NE GAFFNEY	Upper Broad River	http://www.scdhec.gov/environment/water/tmdl/docs/tmdl_ubroad_fc.pdf
BROAD	030501051602	CHEROKEE	B-056	CHEROKEE CK AT US 29 3 MI E OF GAFFNEY	Upper Broad River	http://www.scdhec.gov/environment/water/tmdl/docs/tmdl_ubroad_fc.pdf
BROAD	030501051603	CHEROKEE	B-088	CANOE CK AT S-11-245 1/2 MI W OF BLACKSBURG	Upper Broad River	http://www.scdhec.gov/environment/water/tmdl/docs/tmdl_ubroad_fc.pdf
BROAD	030501051603	CHEROKEE	B-100	PEOPLES CK AT S-11-50 6 MI E OF GAFFNEY	Upper Broad River	http://www.scdhec.gov/environment/water/tmdl/docs/tmdl_ubroad_fc.pdf

Major Basin	12-Digit HUC	County	Station *= <i>Priority Watershed</i>	Station Description	TMDL Document Name	TMDL Document Website
BROAD	030501051603	CHEROKEE	B-211	PEOPLES CK AT UNIMPROVED RD 2.3 MI E OF GAFFNEY	Upper Broad River	http://www.scdhec.gov/environment/water/tmdl/docs/tmdl_ubroad_fc.pdf
BROAD	030501051603	CHEROKEE	B-323	DOOLITTLE CK AT S-11- 100 1.25 MI SE OF BLACKSBURG	Upper Broad River	http://www.scdhec.gov/environment/water/tmdl/docs/tmdl_ubroad_fc.pdf
BROAD	030501051604	CHEROKEE	B-044	BROAD RVR AT SC 211 12 MI SE OF GAFFNEY	Upper Broad River	http://www.scdhec.gov/environment/water/tmdl/docs/tmdl_ubroad_fc.pdf
BROAD	030501060202	CHESTER	B-074	DRY FORK AT S-12-304 2 MI SW OF CHESTER	Lower Broad	http://www.scdhec.gov/environment/water/tmdl/docs/tmdl_lwrbrd_fc.pdf
BROAD	030501060205	CHESTER	B-075	SANDY RVR AT SC 215 2.5 MI AB JCT WITH BROAD RVR	Lower Broad	http://www.scdhec.gov/environment/water/tmdl/docs/tmdl_lwrbrd_fc.pdf
BROAD	030501060302	UNION	B-064	MENG CK AT SC 49 2.5 MI E OF UNION	Lower Broad	http://www.scdhec.gov/environment/water/tmdl/docs/tmdl_lwrbrd_fc.pdf
BROAD	030501060302	UNION	B-155	BROWNS CK AT S-44-86, 8 MI E OF UNION	Lower Broad	http://www.scdhec.gov/environment/water/tmdl/docs/tmdl_lwrbrd_fc.pdf
BROAD	030501060302	UNION	B-243	TRIB TO MENG CK AT CLVT ON S-44-384 3 MI E OF UNION	Lower Broad	http://www.scdhec.gov/environment/water/tmdl/docs/tmdl_lwrbrd_fc.pdf
BROAD	030501060303	CHESTER	RS-04543	CLARKS CREEK (TRIB TO BROAD RIVER) AT FOREST SERVICE RD 305 IN WOODS FERRY PARK 13 MI W OF CHESTER	Lower Broad	http://www.scdhec.gov/environment/water/tmdl/docs/tmdl_lwrbrd_fc.pdf
BROAD	030501060305	CHESTER	B-046	BROAD RVR AT SC 72/215/121 3 MI E OF CARLISLE	Lower Broad	http://www.scdhec.gov/environment/water/tmdl/docs/tmdl_lwrbrd_fc.pdf
BROAD	030501060401	FAIRFIELD	RS-04527	MCCLURES CREEK AT SC- 215 6.7 MI SE OF CARLISLE	Lower Broad	http://www.scdhec.gov/environment/water/tmdl/docs/tmdl_lwrbrd_fc.pdf
BROAD	030501060504	FAIRFIELD	B-077	WINNSBORO BR BELOW PLANT OUTFALL	Lower Broad	http://www.scdhec.gov/environment/water/tmdl/docs/tmdl_lwrbrd_fc.pdf
BROAD	030501060504	FAIRFIELD	B-102	JACKSON CK AT S-20-54, 5 MI W OF WINNSBORO	Lower Broad	http://www.scdhec.gov/environment/water/tmdl/docs/tmdl_lwrbrd_fc.pdf
BROAD	030501060504	FAIRFIELD	B-123	WINNSBORO BR AT US 321-AB WINNSBORO MILLS OUTFALL	Lower Broad	http://www.scdhec.gov/environment/water/tmdl/docs/tmdl_lwrbrd_fc.pdf
BROAD	030501060505	FAIRFIELD	B-338	MILL CK AT S-20-48, 10 MI SW OF WINNSBORO	Lower Broad	http://www.scdhec.gov/environment/water/tmdl/docs/tmdl_lwrbrd_fc.pdf
BROAD	030501060507	FAIRFIELD	B-145	LITTLE RVR AT S-20-60 3.1 MI SE OF JENKINSVILLE	Lower Broad	http://www.scdhec.gov/environment/water/tmdl/docs/tmdl_lwrbrd_fc.pdf

Major Basin	12-Digit HUC	County	Station *= <i>Priority Watershed</i>	Station Description	TMDL Document Name	TMDL Document Website
BROAD	030501060507	RICHLAND	B-350	LITTLE RVR AT SC 215, 1.5 MI NE OF CONFLUENCE WITH BROAD RVR	Lower Broad	http://www.scdhec.gov/environment/water/tmdl/docs/tmdl_lwrbrd_fc.pdf
BROAD	030501070402	SPARTANBURG	B-021	FAIRFOREST CK AT SC 56	Tyger River Basin	http://www.scdhec.gov/environment/water/tmdl/docs/tmdl_tyger_fc.pdf
BROAD	030501070402	SPARTANBURG	B-235	KELSEY CK AT S-42-321	Tyger River Basin	http://www.scdhec.gov/environment/water/tmdl/docs/tmdl_tyger_fc.pdf
BROAD	030501080106	LAURENS	B-037	ENOREE RVR AT S-42-118 SW OF WOODRUFF	Enoree River	http://www.scdhec.gov/environment/water/tmdl/docs/tmdlbrus.pdf
BROAD	030501080106	LAURENS	B-040	ENOREE RVR AT S-30-112	Enoree River	http://www.scdhec.gov/environment/water/tmdl/docs/tmdlbrus.pdf
BROAD	030501080106	LAURENS	BE-018	ENOREE RVR AT S-30-75	Enoree River	http://www.scdhec.gov/environment/water/tmdl/docs/tmdlbrus.pdf
BROAD	030501080106	SPARTANBURG	B-038	LICK CK AT S-42-118 1 1/4 MI SW WOODRUFF	Enoree River	http://www.scdhec.gov/environment/water/tmdl/docs/tmdlbrus.pdf
BROAD	030501080502	NEWBERRY	B-054	ENOREE RVR AT S-36-45 3.5 MI AB JCT WITH BROAD RVR	Enoree River	http://www.scdhec.gov/environment/water/tmdl/docs/tmdlbrus.pdf
CATAWBA	030501011505	YORK	CW-023	CROWDERS CK AT S-46- 564 NE CLOVER	Crowders Creek	http://www.epa.gov/waters/tmdl/docs/Crowders%20Creek%20TMDL%20Final%20to%20EPA.pdf
CATAWBA	030501011505	YORK	CW-024	CROWDERS CREEK AT S- 46-1104	Crowders Creek	http://www.epa.gov/waters/tmdl/docs/Crowders%20Creek%20TMDL%20Final%20to%20EPA.pdf
CATAWBA	030501011506	YORK	CW-249	ALLISON CK AT S-46-114	Lower Allison Creek	http://www.scdhec.gov/environment/water/tmdl/docs/tmdl_lowerallison_fc.pdf
CATAWBA	030501030204	LANCASTER	CW-083	TWELVEMILE CK AT S-29- 55 0.3 MI NW OF VAN WYCK	Waxhaw Creek	http://www.scdhec.gov/environment/water/tmdl/docs/tmdl_waxhaw_fc.pdf
CATAWBA	030501030302	LANCASTER	CW-185	CANE CK AT SC 200 5 MI NNE OF LANCASTER	Cane Creek	http://www.scdhec.gov/environment/water/tmdl/docs/tmdl_cane03fc.doc
CATAWBA	030501030304	LANCASTER	CW-047	GILLS CK AT US 521 NNW OF LANCASTER	Cane Creek	http://www.scdhec.gov/environment/water/tmdl/docs/tmdl_cane03fc.doc
CATAWBA	030501030304	LANCASTER	CW-131	BEAR CK AT S-29-292 1.6 MI W OF LANCASTER	Cane Creek	http://www.scdhec.gov/environment/water/tmdl/docs/tmdl_cane03fc.doc
CATAWBA	030501030304	LANCASTER	RS-05403	HANNAHS CREEK AT S-29- 376 3.4 MI E OF LANCASTER	Cane Creek	http://www.scdhec.gov/environment/water/tmdl/docs/tmdl_cane03fc.doc
CATAWBA	030501030305	LANCASTER	CW-017	CANE CK AT S-29-50	Cane Creek	http://www.scdhec.gov/environment/water/tmdl/docs/tmdl_cane03fc.doc
CATAWBA	030501030502	CHESTER	CW-088	GRASSY RUN BR AT SC 72 1.6 MI NE CHESTER	Grassy Run Branch	http://www.scdhec.gov/environment/water/tmdl/docs/tmdlgr.pdf
CATAWBA	030501030603	LANCASTER	CW-145	WAXHAW CK AT S-29-29	Waxhaw Creek	http://www.scdhec.gov/environment/water/tmdl/docs/tmdl_waxhaw_fc.pdf
CATAWBA	030501030605	LANCASTER	CW-235	CAMP CK AT SC 97	Camp Creek	http://www.scdhec.gov/environment/water/tmdl/docs/tmdlcamp.pdf
CATAWBA	030501040203	FAIRFIELD	CW-228	SAWNEYS CK AT S-20-151	Sawneys Creek	http://www.scdhec.gov/environment/water/tmdl/docs/tmdlsawneys.pdf

Major Basin	12-Digit HUC	County	Station *= <i>Priority Watershed</i>	Station Description	TMDL Document Name	TMDL Document Website
CATAWBA	030501040207	KERSHAW	CW-080	TWENTYFIVE MILE CK AT S-28-05 3.7 MI W OF CAMDEN	Twenty-five Mile Creek	http://www.scdhec.gov/environment/water/tmdl/docs/tmdl_25mile_fc.pdf
EDISTO	030502030101	AIKEN	E-091	CHINQUAPIN CREEK AT SC 391 5.5 MI S BATESBURG	N. Fork Edisto	http://www.scdhec.gov/environment/water/tmdl/docs/tmdl_nfedisto_fc.pdf
EDISTO	030502030102	LEXINGTON	E-101	LIGHTWOOD KNOT CK OFF S-32-77 AT BATESBURG WATER INTAKE	N. Fork Edisto	http://www.scdhec.gov/environment/water/tmdl/docs/tmdl_nfedisto_fc.pdf
EDISTO	030502030106	AIKEN	E-102	N FORK EDISTO RVR AT S 02-110	N. Fork Edisto	http://www.scdhec.gov/environment/water/tmdl/docs/tmdl_nfedisto_fc.pdf
EDISTO	030502040101	EDGEFIELD	E-002	S FORK EDISTO RVR AT S 19-57 BL JOHNSTON SWR OUTFALL	South Fork Edisto River	http://www.scdhec.gov/environment/water/tmdl/docs/tmdl_sfkedisto_fc.pdf
EDISTO	030502040309	ORANGEBURG	E-039	ROBERTS SWAMP AT SC 332	Roberts Swamp	http://www.scdhec.gov/environment/water/tmdl/docs/tmdl%20robertsswp_fc.pdf
EDISTO	030502050101	ORANGEBURG	E-022	GRAMLING CK AT CLVT ON SC 33 2 MI E OF ORANGEBURG	Four Hole Swamp	http://www.scdhec.gov/environment/water/tmdl/docs/fourhole_fc-tmdl_112105.pdf
EDISTO	030502050101	ORANGEBURG	E-076	LITTLE BULL CK CK AT SC 33-BL UTICA TOOL CO	Four Hole Swamp	http://www.scdhec.gov/environment/water/tmdl/docs/fourhole_fc-tmdl_112105.pdf
EDISTO	030502050107	ORANGEBURG	E-050	COW CASTLE CK AT S-38- 170	Four Hole Swamp	http://www.scdhec.gov/environment/water/tmdl/docs/fourhole_fc-tmdl_112105.pdf
EDISTO	030502050108	ORANGEBURG	E-059	FOUR HOLE SWP AT S-38- 50 5.2 MI SE OF CAMERON	Four Hole Swamp	http://www.scdhec.gov/environment/water/tmdl/docs/fourhole_fc-tmdl_112105.pdf
EDISTO	030502050301	ORANGEBURG	E-052	HORSE RANGE SWAMP AT US 176	Four Hole Swamp	http://www.scdhec.gov/environment/water/tmdl/docs/fourhole_fc-tmdl_112105.pdf
EDISTO	030502050302	ORANGEBURG	E-051	PROVIDENCE SWP AT E FRONTAGE RD TO I-95 NW OF HOLLY HILL	Four Hole Swamp	http://www.scdhec.gov/environment/water/tmdl/docs/fourhole_fc-tmdl_112105.pdf
EDISTO	030502060105	DORCHESTER	E-108*	CATTLE CK AT S-18-19	Cattle Creek	http://www.scdhec.gov/environment/water/tmdl/docs/tmdl_cattleck_fc.pdf
EDISTO	030502060202	DORCHESTER	RS-05572*	GUM BRANCH AT S-18-167 4.9 MI SE OF ST GEORGE	Indian Field Swamp	http://www.scdhec.gov/environment/water/tmdl/docs/tmdl_indianfield_fc.pdf
EDISTO	030502060203	DORCHESTER	E-109*	POLK SWAMP AT S-18-19	Polk Swamp	http://www.scdhec.gov/environment/water/tmdl/docs/tmdl_polkswamp_fc.pdf
EDISTO	030502060204	DORCHESTER	E-032*	INDIAN FIELD SWAMP AT S-18-19	Indian Field Swamp	http://www.scdhec.gov/environment/water/tmdl/docs/tmdl_indianfield_fc.pdf

Major Basin	12-Digit HUC	County	Station *= <i>Priority Watershed</i>	Station Description	TMDL Document Name	TMDL Document Website
PEEDEE	030402020103	LANCASTER	PD-180	S BR WILDCAT CK AT S-29 39 2 MI S OF TRADESVILLE	Pee Dee Basin	http://www.scdhec.gov/environment/water/tmdl/docs/tmdl_peedee_fc.pdf
PEEDEE	030402020103	LANCASTER	RS-06185	UNNAMED TRIB TO N BRANCH WILDCAT CREEK AT CULVERT ON UNNUMBERED PAVED RD (ROBERT USHER RD) BETWEEN S-29-328 AND S- 29-83	Pee Dee Basin	http://www.scdhec.gov/environment/water/tmdl/docs/tmdl_peedee_fc.pdf
PEEDEE	030402020105	CHESTERFIELD	PD-113	LYNCHEs RVR AT SC 9 W OF PAGELAND	Pee Dee Basin	http://www.scdhec.gov/environment/water/tmdl/docs/tmdl_peedee_fc.pdf
PEEDEE	030402020202	LANCASTER	PD-328	HANGING ROCK CK AT S- 29-764 1.6 MI S OF KERSHAW	Hanging Rock - Lick Creek	http://www.scdhec.gov/environment/water/tmdl/docs/tmdl_hanging.doc
PEEDEE	030402020202	LANCASTER	PD-329	LICK CK AT S-29-13 ABOVE KERSHAW PT	Hanging Rock - Lick Creek	http://www.scdhec.gov/environment/water/tmdl/docs/tmdl_hanging.doc
PEEDEE	030402020301	CHESTERFIELD	PD-215	LITTLE FORK CK AT S-13- 265 1.5 MI SW JEFFERSON	Pee Dee Basin	http://www.scdhec.gov/environment/water/tmdl/docs/tmdl_peedee_fc.pdf
PEEDEE	030402040701	HORRY	PD-352	CHINNERS SWAMP AT GUNTERS ISLAND RD OFF S-26-99	Pee Dee Basin	http://www.scdhec.gov/environment/water/tmdl/docs/tmdl_peedee_fc.pdf
PEEDEE	030402050302	SUMTER	PD-239	NASTY BR AT S-43-251 7.5 MI SW OF SUMTER	Pee Dee Basin	http://www.scdhec.gov/environment/water/tmdl/docs/tmdl_peedee_fc.pdf
SALUDA	030501090201	PICKENS	S-103*	OOLENOY RVR AT S-39-47	Upper Saluda River	http://www.scdhec.gov/environment/water/tmdl/docs/tmdl_usaluda_fc.pdf
SALUDA	030501090306	ANDERSON	S-302*	BIG CK AT S-04-116	Upper Saluda River	http://www.scdhec.gov/environment/water/tmdl/docs/tmdl_usaluda_fc.pdf
SALUDA	030501090802	ABBEVILLE	S-304*	BROAD MOUTH CK AT S- 01-111	Broad Mouth Creek	http://www.scdhec.gov/environment/water/tmdl/docs/tmdl_brdmouth_fc.pdf
SALUDA	030501090802	ANDERSON	RS-04364*	BROAD MOUTH CREEK AT BRIDGE ON CO RD S-04- 265 (ROCKY FORD ROAD) 3.5 MI NNW OF HONEA PATH	Broad Mouth Creek	http://www.scdhec.gov/environment/water/tmdl/docs/tmdl_brdmouth_fc.pdf
SALUDA	030501090802	ANDERSON	S-010*	BROAD MOUTH CK AT US 76	Broad Mouth Creek	http://www.scdhec.gov/environment/water/tmdl/docs/tmdl_brdmouth_fc.pdf
SALUDA	030501090802	ANDERSON	S-289*	BROAD MOUTH CK AT S- 04-267	Broad Mouth Creek	http://www.scdhec.gov/environment/water/tmdl/docs/tmdl_brdmouth_fc.pdf
SALUDA	030501090901	LAURENS	S-297*	LITTLE RVR AT SC ROUTE 127	Little River	http://www.scdhec.gov/environment/water/tmdl/docs/tmdl_littleRvr_fc.pdf

Major Basin	12-Digit HUC	County	Station *= <i>Priority Watershed</i>	Station Description	TMDL Document Name	TMDL Document Website
SALUDA	030501090902	LAURENS	S-135*	NORTH CK AT JCT WITH US 76 2.8 MI W OF CLINTON	Little River	http://www.scdhec.gov/environment/water/tmdl/docs/tmdl_littleRvr_fc.pdf
SALUDA	030501090903	LAURENS	RS-05400*	BEAVERDAM CREEK AT S- 30-341 7 MI S OF LAURENS	Little River	http://www.scdhec.gov/environment/water/tmdl/docs/tmdl_littleRvr_fc.pdf
SALUDA	030501090907	NEWBERRY	RS-04526*	MUDLICK CREEK AT UNNAMED DIRT ROAD BETWEEN SC 56 AND S-36 65 9 MI NW OF SILVERSTREET	Little River	http://www.scdhec.gov/environment/water/tmdl/docs/tmdl_littleRvr_fc.pdf
SALUDA	030501090908	NEWBERRY	S-099*	LITTLE RVR AT S-36-22 8.3 MI NW SILVERSTREET	Little River	http://www.scdhec.gov/environment/water/tmdl/docs/tmdl_littleRvr_fc.pdf
SALUDA	030501090908	NEWBERRY	S-305*	LITTLE RVR AT SC 34	Little River	http://www.scdhec.gov/environment/water/tmdl/docs/tmdl_littleRvr_fc.pdf
SALUDA	030501091206	NEWBERRY	S-044*	SCOTT CK AT SC 34 SW OF NEWBERRY	Scott Creek	http://www.scdhec.gov/environment/water/tmdl/docs/tmdl_scott_fc.pdf
SALUDA	030501091303	LEXINGTON	S-306*	HOLLOW CK AT S-32-54	Little Saluda	http://www.scdhec.gov/environment/water/tmdl/docs/tmdl_liisal_fc.pdf
SALUDA	030501091305	NEWBERRY	S-290*	CAMPING CK S-36-202 BLW GA PACIFIC	Little Saluda	http://www.scdhec.gov/environment/water/tmdl/docs/tmdl_liisal_fc.pdf
SANTEE	030501110101	CALHOUN	RS-04389	WARLEY CREEK AT CO RD S-09-287 3.4 MI NW OF LONE STAR	Halfway Swamp	http://www.scdhec.gov/environment/water/tmdl/docs/tmdl_halfwayswp_fc.pdf
SANTEE	030501110103	CALHOUN	C-063	HALFWAY SWP CK AT S- 09-43 3 MI E OF ST MATTHEWS	Halfway Swamp	http://www.scdhec.gov/environment/water/tmdl/docs/tmdl_halfwayswp_fc.pdf
SANTEE	030501110104	CALHOUN	C-015	HALFWAY SWP CK AT SC 33 (SC-007)	Halfway Swamp	http://www.scdhec.gov/environment/water/tmdl/docs/tmdl_halfwayswp_fc.pdf
SAVANNAH	030601010202	PICKENS	SV-341	LITTLE EASTATOE CREEK AT S-39-49	Little Eastatoe Creek	http://www.scdhec.gov/environment/water/tmdl/docs/tmdlleas.pdf
SAVANNAH	030601010702	ANDERSON	SV-111	THREE & TWENTY CREEK AT S-04-280	Upper Savannah	http://www.scdhec.gov/environment/water/tmdl/docs/tmdl_upsav_fc.pdf
SAVANNAH	030601030206	ANDERSON	SV-347	WILSON CREEK AT S-04- 294	Rocky River & Wilson Creek	http://www.scdhec.gov/environment/water/tmdl/docs/tmdl_rockywilson_fc.pdf
SAVANNAH	030601030502	ABBEVILLE	SV-164	LITTLE RIVER AT S-01-24	Upper Savannah	http://www.scdhec.gov/environment/water/tmdl/docs/tmdl_upsav_fc.pdf
SAVANNAH	030601030504	ABBEVILLE	RS-05586	UNNAMED TRIB TO JOHNSON CREEK AT S-01- 352 AT SECOND BRIDGE FROM SC 201 6.8 MI W OF DUE WEST	Upper Savannah	http://www.scdhec.gov/environment/water/tmdl/docs/tmdl_upsav_fc.pdf

Major Basin	12-Digit HUC	County	Station *= <i>Priority Watershed</i>	Station Description	TMDL Document Name	TMDL Document Website
SAVANNAH	030601030509	ABBEVILLE	SV-052	SAWNEY CK AT CO RD 1.5 MI SE OF CALHOUN FALLS	Upper Savannah	http://www.scdhec.gov/environment/water/tmdl/docs/tmdl_upsav_fc.pdf
SAVANNAH	030601030512	ABBEVILLE	SV-348	LITTLE RIVER AT S-01-32	Upper Savannah	http://www.scdhec.gov/environment/water/tmdl/docs/tmdl_upsav_fc.pdf
SAVANNAH	030601030605	ABBEVILLE	SV-053B	BLUE HILL CK ON S MAIN ST ABBEVILLE	Upper Savannah	http://www.scdhec.gov/environment/water/tmdl/docs/tmdl_upsav_fc.pdf
SAVANNAH	030601030608	GREENWOOD	RS-04542	REEDY BRANCH AT WOODEN BRIDGE ON UNIMPROVED GRAVEL ROAD (WATSON HILL ROAD) ABOUT 1 MILE EAST OF CO RD S-24-112. 5 MI SW OF PROMISED LAND	Upper Savannah	http://www.scdhec.gov/environment/water/tmdl/docs/tmdl_upsav_fc.pdf
SAVANNAH	030601030609	MCCORMICK	SV-318	LONG CANE CK AT S-33- 117 7.0 MI NW MCCORMICK	Upper Savannah	http://www.scdhec.gov/environment/water/tmdl/docs/tmdl_upsav_fc.pdf
SAVANNAH	030601070106	MCCORMICK	SV-351	CUFFYTOWN CREEK AT S- 33-138	Cuffytown Creek	http://www.scdhec.gov/environment/water/tmdl/docs/tmdl_cuffytown_fc.pdf

Appendix 2: Workplan Format for Project Type A: Implementation of a Watershed-Based Plan

Applicants should submit a project proposal following the guidelines provided in this section. The proposal should be **no more than twenty (20) pages**, excluding commitment letters from project partners and the location map. DO NOT submit a separate cover page.

- a. **Project title:**
- b. **Project type:** Project Type A has two sub-types – Implementation of watershed-based plan for a:
 - Waterbody that has an approved TMDL (see Appendix 1) – Type A-1
 - Waterbody that is listed as impaired on the 2008 303(d) List – Type A-2
- c. **Project location:** 12-digit HUC(s), county(ies) and any affected local governments/municipalities. List SCDHEC water quality monitoring stations. [A location map must also be included with your application. See Section 4.1]
- d. **Funding: Federal: Non-Federal: Total:**
- e. **Lead organization and project manager:** The lead organization will be responsible for managing the proposed project. Provide a brief narrative description of the lead organization qualifications for this project. Please include a *name of project manager, title, mailing address, telephone and FAX numbers*, and an *email address*. This person should serve as the primary contact with SCDHEC for the duration of the project. Include the name and contact information of a supervisor or other alternate contact with the lead organization.
- f. **Agency/organization financial officer or grant administrator:** Include name, title, mailing address, telephone and FAX numbers, and an email address.
- g. **Federal Employer Identification Number (EIN):**
- h. **Cooperating organizations or partnerships:** All cooperators/partners should be thoroughly familiar with the project before being listed as a cooperator/partner. Cooperators/partners should have substantial involvement/role in project implementation. **Clearly** describe each cooperator's/partner's responsibilities with the project. The lead project agency should attach project commitment letters from all cooperating/partnering organizations which outline the resources (staff, donations, equipment use, etc) that the cooperator will contribute.
- i. **Project abstract:** The project abstract should be **no more than one page** and should include the following three elements. This abstract should generally outline your project and, if your project is selected, will be used to describe your project in a National database.
 - Background/Overview of Project:**
 - Objectives/Goals of the Project:**
 - Methods Employed:**
- j. **Project description:** Your proposal **must include the following elements**. Note that these components constitute the elements of a watershed-based plan as defined by EPA. For an in-depth look at developing watershed-based plans, check out EPA's *Handbook for Developing Watershed Plans to Restore and Protect Our Waters*, available online at http://www.epa.gov/owow/nps/watershed_handbook/.

Through this section you will be identifying the problem, the sources of pollution and outlining what you will do to correct the situation. Pollution sources, corrective actions and outreach strategies should be closely tied. Please be as specific as possible for each element. Maps and charts are strongly encouraged.

- i. A brief description of the water quality concern to be addressed. Identify the specific pollutant of concern. Identify whether the waterbody is impaired or is threatened for the particular pollutant. If the waterbody is impaired, identify whether a TMDL has been approved. For all project types, be sure to include a description of the importance and uses of the waterbody (outstanding resource water, recreation, economic benefit, cultural significance, etc).
- ii. Identification of the pollutant reductions needed in the waterbody in order to attain water quality standards. For waterbodies with an approved TMDL (type A-1), you may simply include the nonpoint source load reductions called for in the TMDL. For type A-2, you will first quantify the pollutant loads for the watershed. Then, based on these pollutant loads, you'll determine the reductions needed to meet water quality standards.
- iii. An identification of the sources of the target pollutants or groups of similar sources that will need to be controlled to achieve the load reductions established above (e.g., X number of dairy cattle feedlots needing upgrading, including a rough estimate of the number of cattle per facility; Y acres of row crops needing improved nutrient management or sediment control; or Z linear miles of eroded streambank needing remediation). The inclusion of a map of the watershed that locates the major sources and causes of impairment would be beneficial.
- iv. A description of the NPS management measures (BMPs, structural and non-structural) that will be implemented to achieve the load reductions established in item ii above. Include an estimate of the load reductions expected for these management measures, recognizing the natural variability and the difficulty in precisely predicting the performance of management measures over time, and *an identification of the critical areas* in which those measures will be implemented to achieve the reduction necessary.
- v. Sources of technical and financial assistance needed, and/or authorities that will be relied upon, to implement the project. In addition to 319 funds, consider the use of State Revolving Funds, USDA's Environmental Quality Incentives Program and Conservation Reserve Program, and other relevant Federal, State, local and private funds that may be available to assist in implementing this plan. Document which relevant authorities might play a role in implementing the plan. Consider the use of federal, state, local, and private funds or resources that might be available to assist in implementing the plan.
- vi. A *measurable* information/education component that will be used to enhance public understanding of the problems the project is designed to address, and to encourage their participation in implementing NPS management measures. This component should be *targeted to the specific audience(s)* contributing to the pollution source. For example, if you have identified cattle owners allowing livestock access to streams as a main contributor, your educational activities should be targeted to that audience, rather than a general or K-12 audience. Preference will be given to projects containing a social marketing component (See resources in Appendix 4). Be sure to visit SCDHEC's Polluted Runoff Outreach Toolbox for information on developing a successful campaign and for readily available materials (<http://www.scdhec.gov/runofftoolbox/>.)
- vii. A schedule for implementing the NPS management measures that is reasonably expeditious. The schedule should reflect the milestones you develop in item viii below.
- viii. A description of interim, measurable milestones (events) that will occur throughout the implementation of the project and can be used to track project progress. Include start, completion, and reporting dates, and QAPP approval if applicable. *Include quantifiable, specific outputs and deliverables, such as quarterly load reductions and progress reports, manuals, videos, maps, meetings, BMP installation, etc.* Include the month of the project by which each milestone should be completed. These milestones will measure the *implementation* of the management measures, such as whether they are being implemented on schedule, whereas item ix below will measure the *effectiveness* of the management measures, for example, by documenting improvements in water quality.

- ix. Specific criteria for evaluation: Describe the measures and practices of evaluation that will be used to measure the success of the project. Be sure to include evaluation in the project milestones. **Quantify the expected improvements in terms of water quality.** Examples can be provided upon request. Note that SCDHEC water quality monitoring will continue through the life of the awarded project at the stations identified in your proposal. The data collected will determine the ultimate success of the project.
- k. **Project period:** Describe the length (in months) of the project, which should be no more than thirty-six (36) months. Longer project periods are permissible with *prior approval and appropriate justification*.
- l. **Detailed itemized budget:** Provide estimated project costs by completing Budget Tables 1, 2, 3, and 4 according to the cost category descriptions found in Appendix 5. Review the important information about estimating project costs and preparing the project budget below.
 - i. **In order to meet the requirements of the RFP, proposed budgets must designate 80% of the federal budget component to on-the-ground implementation of BMPs. This may include non-structural BMPs that promote behavior change specifically related to water quality improvements such as promoting stronger ordinances or outreach campaigns.**
 - ii. No maximum budget amount is specified in this solicitation, however **ALL** costs must be justified. You must demonstrate why the amount applied for is necessary to meet the load reductions called for in your plan.
 - iii. A minimum of 40% of the total project cost must come from non-federal matching funds. See Section 3.6 for more information on matching funds.
 - iv. Applicants must complete Tables 1, 2, 3 and 4 for their project budget in the format shown in Appendix 5.
 - v. Prepare budget estimates according to the “Cost Category Descriptions” in Appendix 5.
 - vi. Include a footnote below the table if a list or detailed description is necessary to describe the budget estimates.
 - vii. Calculation errors in the budget page figures, as well as incorrectly following the required budget formats in Appendix 5, are considered workplan deficiencies and fail to meet the requirements of the RFP.
- m. **Detailed narrative budget:** Describe how all budget category amounts were derived and explain how each expense relates to the project. This should NOT include the definitions for each budget category definitions as they are provided in Appendix 5.

Appendix 3: Workplan Format for Project Type B: Demonstration of Innovative Nonpoint Source Reduction Techniques

Applicants should submit a project proposal following the guidelines provided in this section. The proposal should be **no more than fifteen (15) pages**, excluding commitment letters from project partners and the location map. DO NOT submit a separate cover page.

- a. **Project title:**
- b. **Project type:** Project Type B
- c. **Project location:** 12-digit HUC(s), county(ies) and any affected local governments/municipalities. List nearby SCDHEC water quality monitoring stations. [A location map must also be included with your application. See Section 4.1]
- d. **Funding: Federal: Non-Federal: Total:**
- e. **Lead organization and project manager:** The lead organization will be responsible for managing the proposed project. Provide a brief narrative description of the lead organization qualifications for this project. Please include a *name of project manager, title, mailing address, telephone and FAX numbers*, and an *email address*. This person should serve as the primary contact with SCDHEC for the duration of the project. Include the name and contact information of a supervisor or other alternate contact with the lead organization.
- f. **Agency/organization financial officer or grant administrator:** Include name, title, mailing address, telephone and FAX numbers, and an email address.
- g. **Federal Employer Identification Number (EIN):**
- h. **Cooperating organizations or partnerships:** All cooperators/partners should be thoroughly familiar with the project before being listed as a cooperator/partner. Cooperators/partners should have substantial involvement/role in project implementation. **Clearly** describe each cooperator's/partner's responsibilities with the project. The lead project agency should attach project commitment letters from all cooperating/partnering organizations which outline the resources (staff, donations, equipment use, etc) that the cooperator will contribute.
- i. **Project abstract:** The project abstract should be **no more than one page** and should include the following three elements. This abstract should generally outline your project and, if your project is selected, will be used to describe your project in a National database.

Background/Overview of Project:

Objectives/Goals of the Project:

Methods Employed:

- j. **Project objective:** Include a clear statement of the nonpoint source reduction technique and the water resource impairment to be addressed. Explain how the technique you are proposing is innovative and what benefit the demonstration of the technique will provide. How will this technique reduce pollutant loadings and improve water quality?
- k. **Project description:** The description MUST also include the following components:
 - i. **Describe the problem:** Provide a discussion, history, or an update of the NPS water quality problem(s) the project will address. Discuss the sources, causes, and severity of water quality impacts related to NPS pollution.
 - ii. **Proposed solution:** What are the NPS pollution control measures needed; strategies for achieving and maintaining beneficial uses of water; and what the state can expect to learn

from this project. Describe the proposed technique in-depth, including maps, diagrams and explanations as necessary. How is this technique *innovative*?

- iii. **Load Reductions:** Include the expected load reductions for sediment, nitrogen, phosphorus and fecal coliform bacteria that are associated with the proposed technique.
 - iv. **Outreach/Information Transfer:** How will the information learned from this demonstration be used to further reduce pollutant loadings and improve water quality *outside* of the project area? This component increases the sustainability of your project and should target communities and stakeholders to include the demonstrated technique in their common practices as appropriate. For example, will local governments/municipalities commit to promoting this technique across their jurisdiction? Or, are there audiences that might regularly work with or install practices similar to the proposed technique? As another example, if the project demonstrates a bioswale, then information should be targeted towards landscape architects and homeowners. This information should be specific and associated milestones and goals should include clear, measurable objectives. Preference will be given to projects containing a social marketing component (See resources in Appendix 4). Be sure to visit SCDHEC's Polluted Runoff Outreach Toolbox for information on developing a successful campaign and for readily available materials (<http://www.scdhec.gov/runofftoolbox/>.)
 - v. **Monitoring:** A monitoring component must be included in order to determine the ultimate success of the proposed technique. Because monitoring needs vary greatly by the type of project, **ALL monitoring strategies must be discussed with and approved by SCDHEC prior to submitting a proposal.** Proposals submitted that have not received prior approval for any monitoring strategy will not be considered. Contact Meredith Murphy (803-898-4222) to discuss monitoring strategies. Note that any data collected as part of a project (from federal or non-federal funds) *must* be collected under an approved QAPP. See Section 3.7 for more information. Keep in mind that QAPP development and approval can be a lengthy process, thus allow sufficient time for this in the list of milestones (l. below).
 - vi. **Assistance Needed:** Sources of financial or technical assistance needed and/or authorities that will be relied upon to implement the project. Are there any jurisdictional issues with the proposed technique? Will any permits be required and, if so, what kind and how will they be obtained? Does the technique require outside expertise beyond the cooperating organizations?
- l. **List of milestones:** List events that will occur throughout the implementation of the project and can be used to track project progress. *Include quantifiable, specific outputs and deliverables, such as quarterly progress reports, manuals, videos, maps, meetings, BMP installation, etc.* Include the month of the project by which each milestone should be completed. These milestones will measure the *implementation* of the management measures, such as whether they are being implemented on schedule, whereas item m below will measure the *effectiveness* of the management measures, for example, by documenting improvements in water quality.
 - m. **Specific criteria for evaluation:** Describe the measures and practices of evaluation that will be used to measure the success of the project. **Quantify the expected improvements in terms of water quality.** Additionally, explain how you will evaluate the transfer of skills and knowledge relating to this project. Some examples of this may include the tracking the number of new ordinances, tracking the number of contractors who begin to use the technique or surveying knowledge gained following a workshop.
 - n. **Project period:** Describe the length (in months) of the project, which should be no less than six (6) months and no more than twenty-four (24) months. Longer project periods are permissible with *prior approval and appropriate justification.*
 - o. **Detailed itemized budget:** Provide estimated project costs by completing Budget Tables 1, 2, 3, and 4 according to the cost category descriptions found in Appendix 5. Review the important information about estimating project costs and preparing the project budget below.

- ii. **In order to meet the requirements of the RFP, proposed budgets must designate 80% of the federal budget component to on-the-ground implementation of BMPs. In addition to the structural BMP demonstrated in the project, a portion of the 80% may include non-structural BMPs that promote behavior change as it specifically relates the demonstrated technique.**
 - iii. No maximum budget amount is specified in this solicitation, however **ALL** costs must be justified. You must demonstrate why the amount applied for is necessary to address the water quality concern in your plan.
 - iv. A minimum of 40% of the total project cost must come from non-federal matching funds. See Section 3.6 for more information on matching funds.
 - v. Applicants must complete Tables 1, 2, 3 and 4 for their project budget in the format shown in Appendix 5.
 - vi. Prepare budget estimates according to the “Cost Category Descriptions” in Appendix 5.
 - vii. Include a footnote below the table if a list or detailed description is necessary to describe the budget estimates.
 - viii. Calculation errors in the budget page figures, as well as incorrectly following the required budget formats in Appendix 5, are considered workplan deficiencies and fail to meet the requirements of the RFP.
- p. **Detailed narrative budget:** Describe how all budget category amounts were derived and explain how each expense relates to the project. This should NOT include the definitions for each budget category definitions as they are provided in Appendix 5.

Appendix 4: Developing *Measurable* Outreach Using Social Marketing Principles

The primary goal of the South Carolina NPS Grant Program is to restore or protect waterbodies. NPS Projects focus a considerable portion of their efforts and budgets on implementing BMPs to achieve significant pollutant load reductions in a given watershed. However, these projects must also include activities to help promote the project, raise public awareness and/or change behavior. This outreach is a vital component of any effort to address NPS pollution. It can attract participants from your communities to take part in any cost-sharing programs and encourage people to make better choices for improving water quality.

Polluted runoff typically comes from many of the choices people from all walks of life make. Therefore, improving water quality often requires successfully identifying key behaviors or practices that they can adopt and persuading them to adopt those behaviors. We do this by installing BMPs, leading tours, holding meetings/workshops or making a brochure/factsheet. But how often have we stopped to evaluate if our outreach programs are meeting our goal of getting people to use or install *and maintain* a BMP? For example, can we say as a result of a project we have increased the number of dog owners who pick up their pet's waste by some percentage?

This is where **social marketing** comes in. While traditional outreach may have been focused on using education to make people aware of problems, social marketing focuses on getting people to exchange old, undesirable behaviors for new, better behaviors.

What Is Social Marketing?

The aim of social marketing is to convince people – by creatively using persuasion – to give up undesirable behaviors in exchange for good behaviors. It has been said that education ends when the audience knows what you want them to know, but social marketing only ends when the audience does what you want them to do.

Education ends when the audience **knows** what you want them to know.

Social Marketing only ends when the audience **does** what you want them to do.

Based off of general marketing principles, social marketing tries to “sell” good behaviors by making them more appealing than the undesirable behaviors. When you use social marketing, you need to think about:

- **Product** – You are trying to “sell” a set of good behaviors.
- **Cost** – What will it cost people to give up the undesirable behaviors and adopt the good behaviors? What is it costing people to do the undesirable behaviors and not adopt the good behaviors? This is more than just money! The cost of adopting a new behavior can include costs like learning how to do the new behavior properly, the extra time a new behavior might take, and of course the dollar cost. But the cost of doing the undesirable behavior may be something people are not be aware of until you point it out. For example, giving cows access to streams can cause them to get sick, so the cost of that behavior is poor herd health.
- **Appeal** – Develop a campaign that makes the good behavior appealing to your audience. This can include efforts to take away some of the costs of doing the good behavior and efforts to point out how much the undesirable behavior actually costs. But make sure these efforts are based on costs your audience really cares about!
- **Delivery** – Promote the message where your audience is likely to hear or see it, and use as trusted a source as possible to speak your message.

Getting Your Feet Wet with Social Marketing is a great tool for incorporating social marketing principles into watershed programs and can be found online at <http://www.ag.utah.gov/conservation/GettingYourFeetWet1.pdf>.

For more information on social marketing or developing an outreach strategy, visit SCDHEC's Polluted Runoff Outreach Toolbox online at <http://www.scdhec.gov/runofftoolbox/> or contact Anne Marie Johnson at 803-898-4168 or johnsoam@dhec.sc.gov.

The table below describes the steps for developing a social marketing campaign you might find useful when crafting your 319 proposals. Pages 27-29 include examples of how someone might develop an outreach campaign for improving water quality using these steps. Note that these are EXAMPLES only and should not be copied directly into your proposal.

When to Complete	Social Marketing Steps for 319 Proposals
For proposal	1. Identify the problem The pollutant of concern your project is addressing
For proposal	2. Set your goal! The overall vision you are working towards
For proposal	3. Identify undesirable behaviors contributing to the problem What people are doing wrong
For proposal	4. Identify good behaviors to reduce contributions to the problem What you want people to do – but KEEP IT SIMPLE!
For proposal	5. Get to know your audience Who is doing the undesirable behavior and should be doing the good behavior
After award	6. Collect information on audiences Can be collected through surveys, interviews, focus groups, etc. <ul style="list-style-type: none"> • Where do they get their information or how do you reach them? • What are they doing now? • What are their barriers to adopting the good behavior? • What would reduce the barriers or motivate them to adopt the good behavior? • Who can influence them to change their behaviors?
After award	7. Set your objectives! What you will measure for success should be: <ul style="list-style-type: none"> • Specific – focused on one thing • Measurable – you have a plan to measure it • Audience-based – one audience is targeted • Realistic – you can get it accomplished • Time-bound – you will accomplish it in a specific amount of time
After award	8. Develop messages and a program/campaign based on objectives Messages should reflect: <ul style="list-style-type: none"> • Motivators that will make the good behavior appealing and the undesirable behavior unappealing • Removing or overcoming barriers to adopting the good behavior Program/ campaign should be delivered: <ul style="list-style-type: none"> • Where audiences will get the message • Using trusted sources for information
After award	9. Implement the program Follow the plan to meet the objectives. Revise plan if needed to better reach audience.
After award	10. Evaluate the program Measure whether the objectives are being attained.

Social Marketing Steps Example: CATTLE FARMERS*

1. Identify the problem	Our Favorite Creek has high fecal counts
2. Set your goal!	Reduce fecal pollution in Our Favorite Creek
3. Identify undesirable behaviors	Farmers allowing livestock in streams
4. Identify good behaviors	<ul style="list-style-type: none"> • Install fencing and alternative water sources • Maintain all installed BMPs so they continue working properly
5. Identify target audiences	<ul style="list-style-type: none"> • Professional farmers • Hobby farmers
6. Get to know your audiences	<p>Surveys, focus groups, or interviews with local hobby farmers at feed store reveals:</p> <ul style="list-style-type: none"> • Many listen to local radio stations • Many get information about their animals from local feed store • Many do not have stream fencing because: <ul style="list-style-type: none"> ○ Too expensive ○ Do not know why they would need it • Many would consider installing fencing if: <ul style="list-style-type: none"> ○ Knew where to install it and could install it themselves ○ Had cost share assistance ○ Knew it improved herd health • Many trust the local extension agent
7. Set your objectives!	<ul style="list-style-type: none"> • Objective 1: Recruit 10% of the local hobby farmers in the area to participate in the installation/education cost-sharing program within 2 years (Measure: track participation level) • Objective 2: 90% of hobby farmers involved in cost-share program will understand how to maintain their installed BMPs (Measure: survey following installation/education program) • Objective 3: 90% of hobby farmers involved in cost-share program will believe it is important to maintain their BMPs (Measure: survey following installation/education program)
8. Develop a program based on objectives	<ul style="list-style-type: none"> • Local hobby farmers will be recruited to participate in the installation/education cost-sharing program through events held at the local feed stores. The local extension agent will be present to encourage participation. • Develop informational brochures and training program for BMP maintenance to be given during installation/education program.
9. Implement the program	Recruit farmers and deliver the program.
10. Evaluate the program	<ul style="list-style-type: none"> • Participation level was tracked – Objective 1: 11% participated • Surveys were given to participants – Objective 2: 93% correctly answered maintenance quiz Objective 3: 98% indicated maintaining BMPs is important

*Only for example. Your program should reflect local needs.

Social Marketing Steps Example: SEPTIC TANK USERS*

1. Identify the problem	Our Favorite Creek has high fecal counts
2. Set your goal!	Reduce fecal pollution in Our Favorite Creek
3. Identify undesirable behaviors	Lack of septic maintenance leads to failing septic systems
4. Identify good behaviors	<ul style="list-style-type: none"> • Fix failing septic systems • Maintain working septic systems through regular servicing
5. Identify target audiences	<ul style="list-style-type: none"> • Homeowners with septic tanks • Property managers with septic tanks
6. Get to know your audiences	<p>Surveys, focus groups, or interviews with members of local churches or grocery store shoppers:</p> <ul style="list-style-type: none"> • Many read the local section of the newspaper • Many get information about their septic tanks from friends, relatives and local hardware store • Many do not pump regularly because: <ul style="list-style-type: none"> ○ Do not know when to pump ○ Think using septic additive means they will not have to pump • Many would consider pump regularly if: <ul style="list-style-type: none"> ○ Knew it was not too expensive ○ Knew when to do it • Many would not trust local septic contractors • Many do trust a septic inspector
7. Set your objectives!	<ul style="list-style-type: none"> • Objective 1: Recruit 30 failing septic households into cost share (Measure: track participation level) • Objective 2: 90% of participating heads of households will understand when to get their septic systems regularly serviced (Measure: survey following installation/education program) • Objective 3: 90% of participating heads of households will believe it is important to maintain their septic systems (Measure: survey following installation/education program)
8. Develop a program based on objectives	<ul style="list-style-type: none"> • Local homeowners with failing septic systems will be recruited to participate in the installation/education cost-sharing program through events held at local churches and hardware stores. The local septic inspector will be present to encourage participation. • Use existing informational brochures and develop training program for septic system maintenance to be given during installation/education program.
9. Implement the program	Recruit failing septic owners and deliver the program.
10. Evaluate the program	<ul style="list-style-type: none"> • Participation level was tracked – Objective 1: 28 households participated • Surveys were given to participants – Objective 2: 91% correctly answered maintenance quiz Objective 3: 95% said maintaining septic system is important

*Only for example. Your program should reflect local needs.

Social Marketing Steps Example: BIOSWALE INFORMATION TRANSFER*

Identify the problem	The proper installation of bioswales has been developed for the area, tested through the project and found to be as or more effective than traditional stormwater management practices.
Set your goal!	Encourage the use of bioswales as a local stormwater BMP
Identify undesirable behaviors	People use traditional approaches that are not as effective as bioswales
Identify good behaviors	<ul style="list-style-type: none"> • Learning how to properly use bioswales • Installing bioswales if they are appropriate at a given site • Allowing the use of bioswales as a stormwater BMP
Identify target audiences	<ul style="list-style-type: none"> • Developers and contractors • Homeowners and property owners • Permitters/ local municipal government officials
Get to know your audiences	<p>Surveys, focus groups, or interviews with licensed contractors found through SC Dept of Labor Licensing and Regulation search:</p> <ul style="list-style-type: none"> • Many can be found at local big-box hardware stores most mornings between 7:00 and 9:00 am • Many prefer getting information on new practices through short workshops • Many do not use bioswales because: <ul style="list-style-type: none"> ○ Do not know what they are or how to install them ○ Think it will probably take more time or cost more money than their usual practices ○ Think it will be hard to get it approved as a stormwater BMP • Many would consider using bioswales if: <ul style="list-style-type: none"> ○ Knew training was inexpensive ○ Knew they would meet permit requirements if they used it ○ Knew cost less than or saved significant time over their usual practices
Set your objectives!	<ul style="list-style-type: none"> • Objective 1: Recruit 30 local builders to take part in bioswale workshop (Measure: track participation) • Objective 2: 90% of participants will understand how to use bioswales appropriately at the end of the workshop (Measure: survey following workshop) • Objective 3: 85% of participants will report using bioswales within 6 months after workshop (Measure: 6 month follow-up phone interview of participants)
Develop a program based on objectives	<ul style="list-style-type: none"> • Local builders will be recruited to participate in the bioswale workshop. Buy-in from local government and reassurance that bioswales will meet permitting requirement will be stressed. • Develop bioswale workshop, including follow-up surveys.
Implement the program	Recruit local contractors and hold workshop.
Evaluate the program	<ul style="list-style-type: none"> • Participation level was tracked – Objective 1: 31 local contractors participated. • Surveys were given to participants – Objective 2: 92% correctly answered bioswale installation quiz. Objective 3: 60% reported using bioswales within 6 months; additional 23% had plans for using bioswales in current projects.

*Only for example. Your program should reflect local needs.

Appendix 5: Budget Tables and Cost Category Descriptions

Budget Tables

The following tables MUST be included *in the format provided* in the workplan for all project proposals. Note that, in addition to these tables, a narrative description (not simply a definition of the budget categories) is required for each budget item. These tables MUST be incorporated into the final Word document of the proposal. No separate files (e.g. excel spreadsheets) will be accepted.

Contact Meredith Murphy at 803-898-4222 or murphymb@dhec.sc.gov to request electronic versions of Tables 1, 2, 3 and 4.

Table 1: Itemizing Staffing Costs for Lead Organization

1. Itemize staffing costs for LEAD ORGANIZATION MEMBERS ONLY.
2. In Table 1, specify hourly rate and number of hours OR Annual Salary and number of staffing years for each staff member of the lead organization.
3. Also list in Table 1, services donated by lead organization members. Donated services may be used to meet Non-Federal Match requirements.
4. Do not include Contractors' positions or salaries in Table 1.
5. Do not include Fringe Benefit Costs in Table 1.
6. Do not include construction labor in Table 1.

Position Title	Hourly rate (excluding fringe) OR Annual Salary (excluding fringe)	Numbers of hours OR Number of staffing years	Federal (319) Salary Expenses	Non-Federal (Match) Salary Expenses	Total Salary Expenses (excluding fringe)
1.					
2.					
3.					
Totals					

Table 2: Contractual Expenses

For EACH Contractor and/or Partnering Organization complete a table in the Table 2 format below. Itemize and identify each contracted expense.

Name: Contractor Name	Federal 319 Grant	Non-Federal Match	Total Expenses
Expense 1			
Expense 2			
Expense 3			
Totals			

Table 3: Mileage Rates

Mileage rates must be in accordance with State reimbursement rates at the time of the travel. The FY 2009 rate is currently 50.5¢ per mile.

Type of Approved Reimbursement Rate	A. Estimated Miles	B. Approved Rate/ Mile	A. x B. Total Mileage Cost
State Reimbursement		50.5¢	

Table 4: Budget Estimates

NO LESS THAN eighty percent (80%) of federal component of the project cost must be designated for on-the-ground BMP implementation. This includes the use of non-structural BMPs.

Cost Category	Federal 319 Grant	Non-Federal Match	Total Cost
Salary (From Table 1)			
Fringe			
Construction			
Contractual (From Table 2)			
Travel (Including Mileage Rates from Table 3)			
Supplies			
Equipment			
Other			
Indirect (Federally Approved)			
Totals			

Budget Narrative

Following the detailed budget section, all proposals must also include a budget narrative. This describes how all budget category amounts were derived and explains how each expense relates to the project. The goal is to outline the scope of your proposal and to justify the funding amount requested. The category definitions are provided in the following section and should not be included in the narrative itself.

Cost Category Descriptions

In order to meet the requirements of the RFP, complete Tables 1, 2, 3, and 4 above and the budget narrative according to the following cost category descriptions.

Salary: Salary constitutes payment to members of the lead organization for work (except construction work) on the project. Any position may be funded solely by Federal 319 Grant, solely by Non-Federal Match, OR by portions of both. Salaries do not include costs for Contractors’ positions. Salaries do not include costs for Fringe Benefits. Salaries do not include construction labor. Services donated by the lead organization may be used as Non-Federal Match Salaries. Proposals MUST itemize staffing costs (paid and/or in-kind) of the lead organization in Table 1.

Donated Services (Services “In-Kind”): Donated services are not an individual cost category, however may be considered and listed within other cost categories. Donated Services represent the value of

volunteer personnel services for any project work. Donated Services may be used to meet Non-Federal Match requirements. The total value is based on labor (hours of work) donated to help accomplish the project. Itemize all services donated by the lead organization as “Salaries” in Table 1. List all services donated by other organizations as “Contractual” expenses. List all donated services for construction within the “Construction” category.

Fringe Benefits: Benefits offered to salaried employees of the lead organization in place of cash. These may include health insurance plan enrollments, retirement plans, or other beneficial perks to employees.

Contractual: Cost for a contract for the purchase of (or donated) services that will be provided to the grant recipient. Contractual services constitutes all work (*except construction work*) preformed by organizations (other than the lead organization). List all construction work in the “Construction” category. Complete a table in the Table 2 format above for each Contractor and/or Partnering Organization. Itemize and identify each contracted expense.

Construction: BMP construction costs for materials, labor or equipment rental only. The “Construction” category includes all labor (and/or donated services) associated with construction. Include all equipment *purchases* with the “Equipment” category.

Supplies: Office/ field/ lab supplies, data processing materials, books, paper, computer software, and other office supplies, etc. No individual supply item may cost more than \$2,500 (items over \$2,500 must be listed as “Equipment”).

Travel: Project related charges for travel activities (mileage rates, tolls, and auto rental charges). Mileage rates must be in accordance with State reimbursement rates at the time of the travel. The FY 2009 rate is currently 50.5¢ per mile, as reflected in Table 3.

Equipment: Any single article of non-expendable, tangible personal property having a useful life of more than one year and an acquisition cost of more than \$2,500 is listed with “Equipment” category. If an individual item cost is less than \$2,500 list with “Supply” category.

Other: Any direct cost not included in one of the above categories. This may include costs for postage, publication and printing, license fees, equipment maintenance and repair, or other eligible costs.

Indirect Costs: Any costs that are incurred as a result of grant award activities and that provide a benefit to the grant project, but that cannot be allocated directly to a grant. Indirect costs may include costs relating to facilities, utilities, accounting and bookkeeping services, legal services, grant administration systems, procurement systems, general operating expenses, etc. *A grantee intending to claim indirect costs must confirm in writing to DHEC’s 319 Grant Program that they operate according to an “indirect cost rate proposal” that conforms to the applicable “Cost Principles” (Circular A-21, A-87, and A-22) available from the Federal Office of Management Budget.* Identify the indirect cost rate and estimate the total amount.

SCDHEC’s NPS Program reserves the right to refuse any proposal which does not meet the RFP requirements for:

- 1. 80% of federal component of the project cost designated for on-the-ground BMP implementation, and**
- 2. 40% of the total project cost provided by non-federal matching sources.**

Additionally, proposals which, in the judgment of NPS staff, fail to reasonably meet other requirements of the RFP may also be rejected.



COUNTY OF LEXINGTON
PUBLIC WORKS DEPARTMENT
ENGINEERING

M E M O R A N D U M

DATE: January 29, 2010
TO: Katherine Hubbard, County Administrator
FROM: John Fechtel, Director of Public Works
RE: Alternate Paving Recommendations – Replacement Roads

Public Works recommends the following County Council action in regards to the January 26, 2010 Public Works Committee meeting.

1. Replace Flamingo Road with John Kinard Circle and Court. Due to right-of-way issues it is not feasible to pave Flamingo Road (0.44 mile). The major portion of John Kinard Circle and Court was not paved under "C" funds a few years ago due to the right-of-way problems and prior to the Alternate Paving methods being approved. The remaining portion is 0.55 mile in length and is a very good candidate for this type of paving. Both roads are in County Council District 6.
2. Replace Three Chop Run (0.20 mile) with Lark Lane (0.10 mile) due to right-of-way issues. The attached road list indicates in Council District 4 Three Chop Run was the highest ranked (dropped due to right-of-way issues), then Holly Tree Street (approved for paving under "C" funds in the 5 year plan), and the next road is Lark Lane (see Exhibit A). Lark Lane would be the next road for consideration in Council District 4.
3. Derrick Hollow Road 1 – Council may recall that this unpaved section of Derrick Hollow Road had been engineered by SCDOT and right-of-way obtained but never funded for construction. After being made aware of this, the Public Works Committee wanted this road to be considered if there were funds available from the Alternate Paving Program.

It is estimated that upon the completion of Greenbriar Drive, the Alternate Paving Program will have a balance of \$277,275.00. We expect the remaining portion of John Kinard Circle and Court to cost \$160,000.00, Lark Lane to cost \$30,000.00, and Derrick Hollow Road to cost \$80,000.00 for a total of \$270,000.00. The reason for the higher cost of John Kinard Circle and Court is that we plan to bid out the base and/or asphalt so that the completion of this program will be shorter. Location maps are provided. Also Attached is a corrected copy of the Alternate Paving Program. As I stated in the Public Works Committee, we tabulated some costs incorrectly under the labor and equipment column and this will correct that error. Please present this to the Public Works Committee on February 9, 2010 for their consideration.

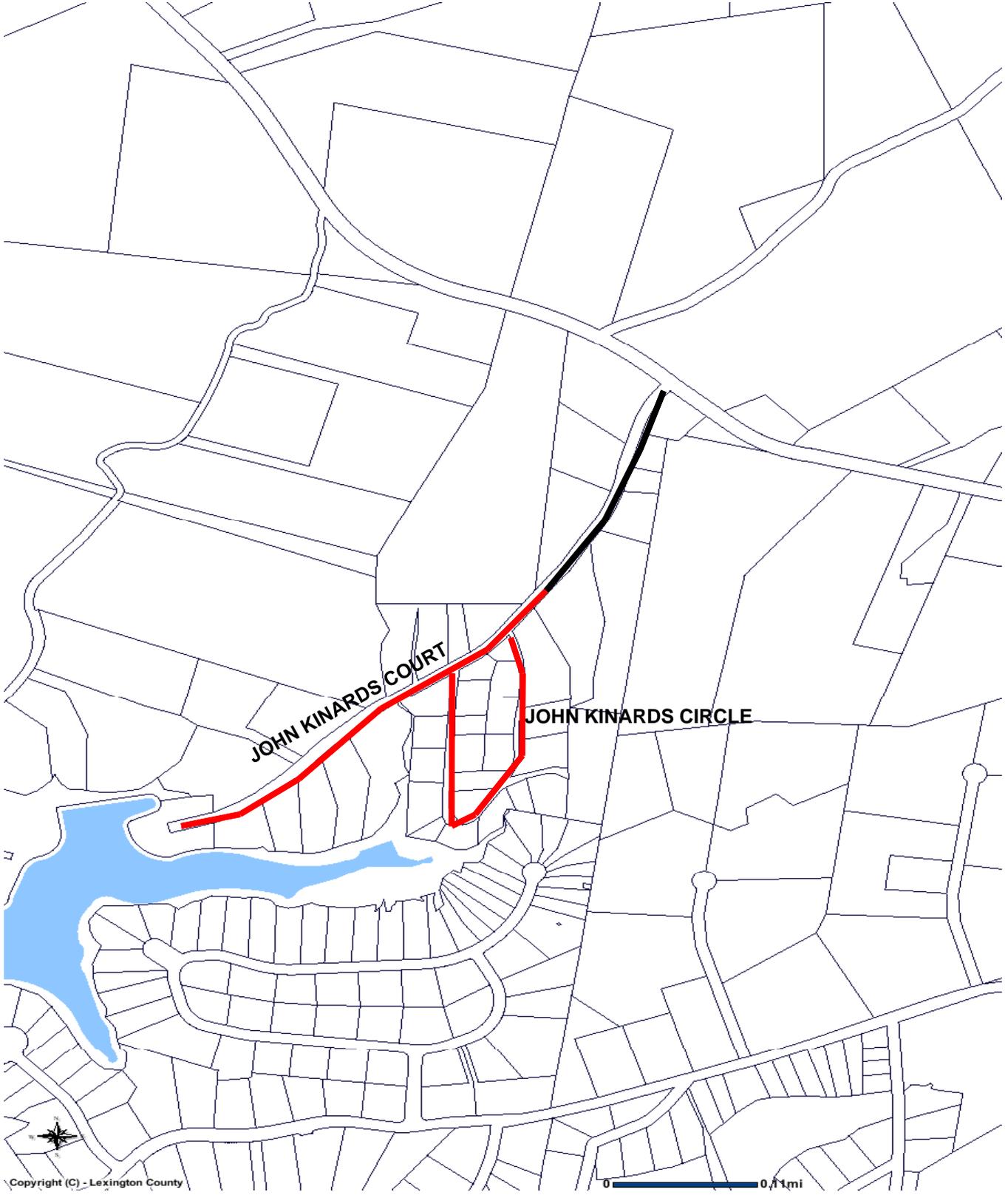
CD	HD	RANK	ROAD_NAME	PET. LNTH	TOTAL LNTH	YEAR PET
4	69	<u>26</u>	THREE CHOP RUN	0.20	0.20	1986
4	88	<u>28</u>	HOLLY TREE STREET	0.20	0.20	1976
4	69	<u>51</u>	LARK LANE	0.10	0.10	1986
4	87	<u>58</u>	SOUTH HAMPTON RD	0.18	0.18	1993
4	88	<u>60</u>	SHARRON STREET	0.10	0.10	1988
4	89	<u>114</u>	KENSINGTON COURT	0.13	0.13	1987
4	88	<u>117</u>	CULBRETH LN.	0.20	0.20	1976
4	88	<u>124</u>	RINGO ROAD	0.37	0.37	1992
4	69	<u>141</u>	HELENWOOD ROAD	0.31	0.31	1988
4	89	<u>142</u>	OWEADA DRIVE	0.06	0.06	1983
4	88	<u>167</u>	KELLFAD DRIVE	0.08	0.08	1995
4	88	<u>187</u>	SPIRES DRIVE	0.33	0.33	1993
4	88	<u>197</u>	SHEALY CIRCLE	0.27	0.27	1987
4	89	<u>204</u>	SAWTIMBER DRIVE	0.11	0.11	1984
4	69	<u>226</u>	WOODWARD COURT	0.08	0.08	1989
4	69	<u>231</u>	WESTWOOD LANE	0.07	0.07	1987
4	69	<u>245</u>	HOLLY ROAD	0.77	0.77	1988
4	88	<u>267</u>	SANSUS DRIVE,2	0.13	0.13	1976
4	88	<u>280</u>	DORA ROAD	0.32	0.32	2000

JOHN KINARDS CIRCLE & JOHN KINARDS COURT

-  PAVED PORTION
-  DIRT PORTION

LEXINGTON COUNTY COUNCIL

DISTRICT 6



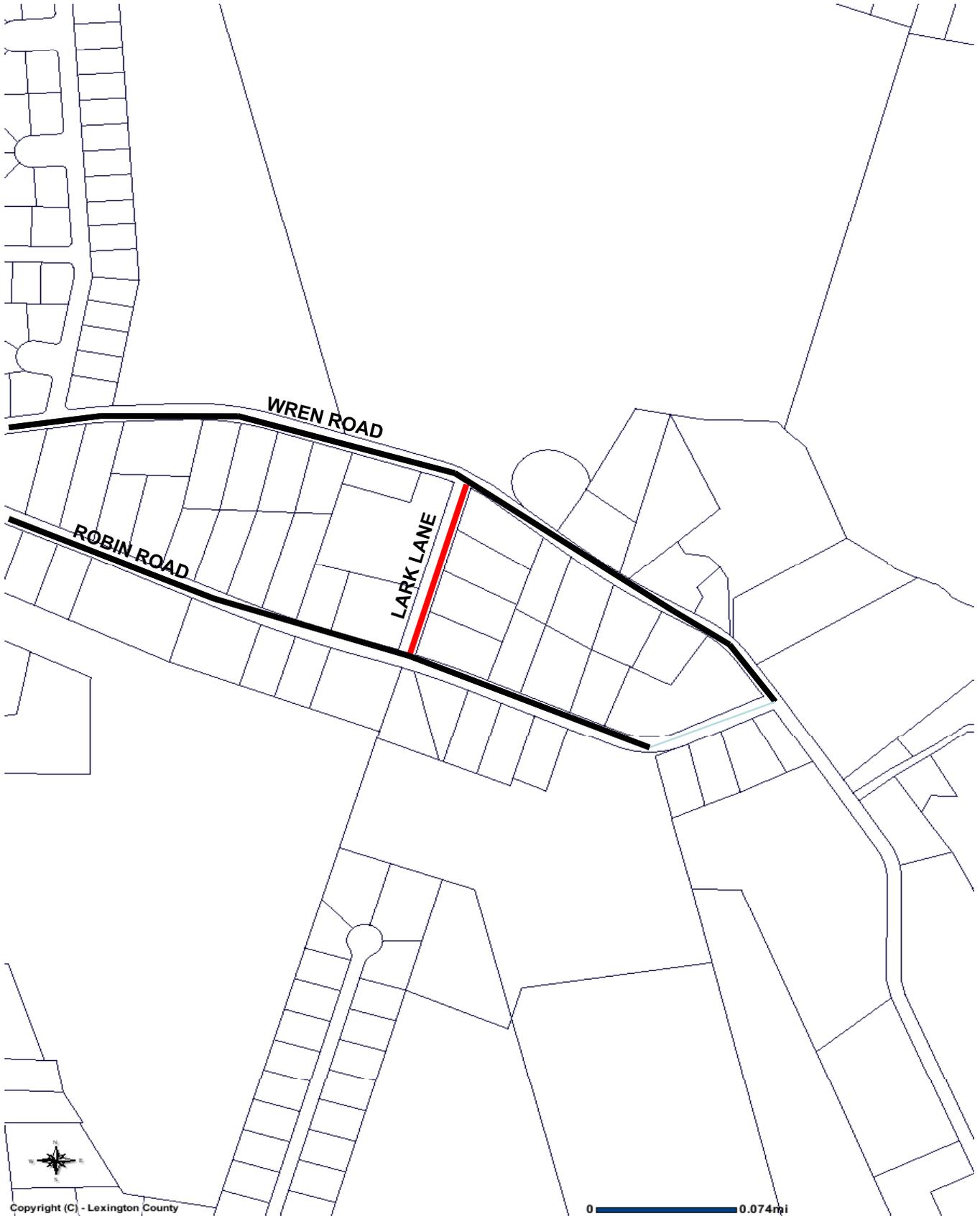
LARK LANE

LEXINGTON COUNTY COUNCIL

DISTRICT 4

 PAVED PORTION

 DIRT PORTION



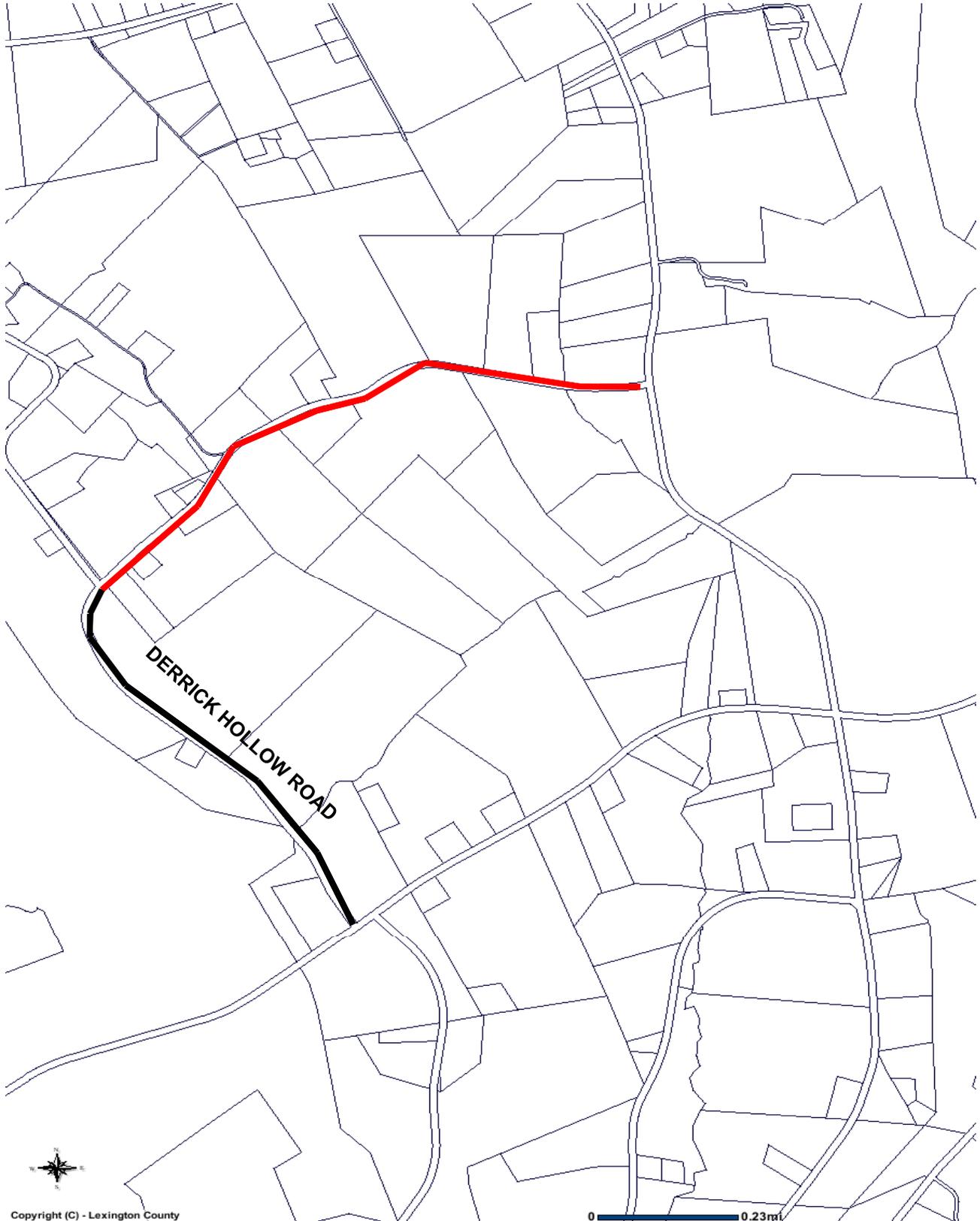
DERRICK HOLLOW ROAD

LEXINGTON COUNTY COUNCIL

DISTRICT 2

— PAVED PORTION

— DIRT PORTION



MAINTENANCE PAVING PROGRAM STATUS

<u>C. D. ROAD NAME</u>	<u>Length</u>	<u>STATUS</u>	<u>BUDGET AMOUNT</u>	<u>MAT. COST</u>	<u>LABOR & EQUIP. COST</u>	<u>TOTAL COST</u>
2 Heidelberg Drive	0.33	0.33 COMPLETE	\$80,150	\$54,924	\$58,906	\$113,830
3 Point Drive, 1	0.10	0.10 COMPLETE	\$10,000	\$7,521	\$14,903	\$22,424
6 Artic Court	0.21	0.21 COMPLETE	\$66,211	\$12,122	\$22,186	\$34,308
2 Naomi drive, 1	0.20	0.20 COMPLETE	\$40,128	\$31,176	\$62,723	\$93,899
7 Steward Drive, 1	0.10	0.10 COMPLETE	\$10,000	\$14,898	\$15,552	\$30,450
1 *Old Charleston Rd, 1, (Pelion Rd to Fish Hatchery)	0.50	0.50 COMPLETE	\$121,440	\$65,732	\$84,646	\$150,378
6 *Greenbriar Drive	0.39	Delay due to wetlands and weather. Drainage installed. Construction scheduled for March 2010.	\$94,723	\$8,064		\$8,064
9 Glenn Street, 1	0.35	0.35 COMPLETE	\$70,224	\$57,239	\$50,527	\$107,766
1 *Fox Trot Trail, (Windywood Rd easterly to dead end	0.50	0.50 COMPLETE	\$100,320	\$46,236	\$52,213	\$98,449
8 Westwood Circle	0.18	0.18 COMPLETE	\$36,115	\$8,897	\$24,410	\$33,307
6 Flamingo Road	0.44	ON HOLD: Right-of way: 8 said YES, 5 said NO, 6 did not respond to certified letter.	\$80,561			\$0
4 Three Chop Run	0.20	ON HOLD: Major relocation requested by property owner. Recommend dropping from program.	\$40,128			\$0
	3.50	2.47	\$750,000	\$306,809	\$386,066	\$692,875

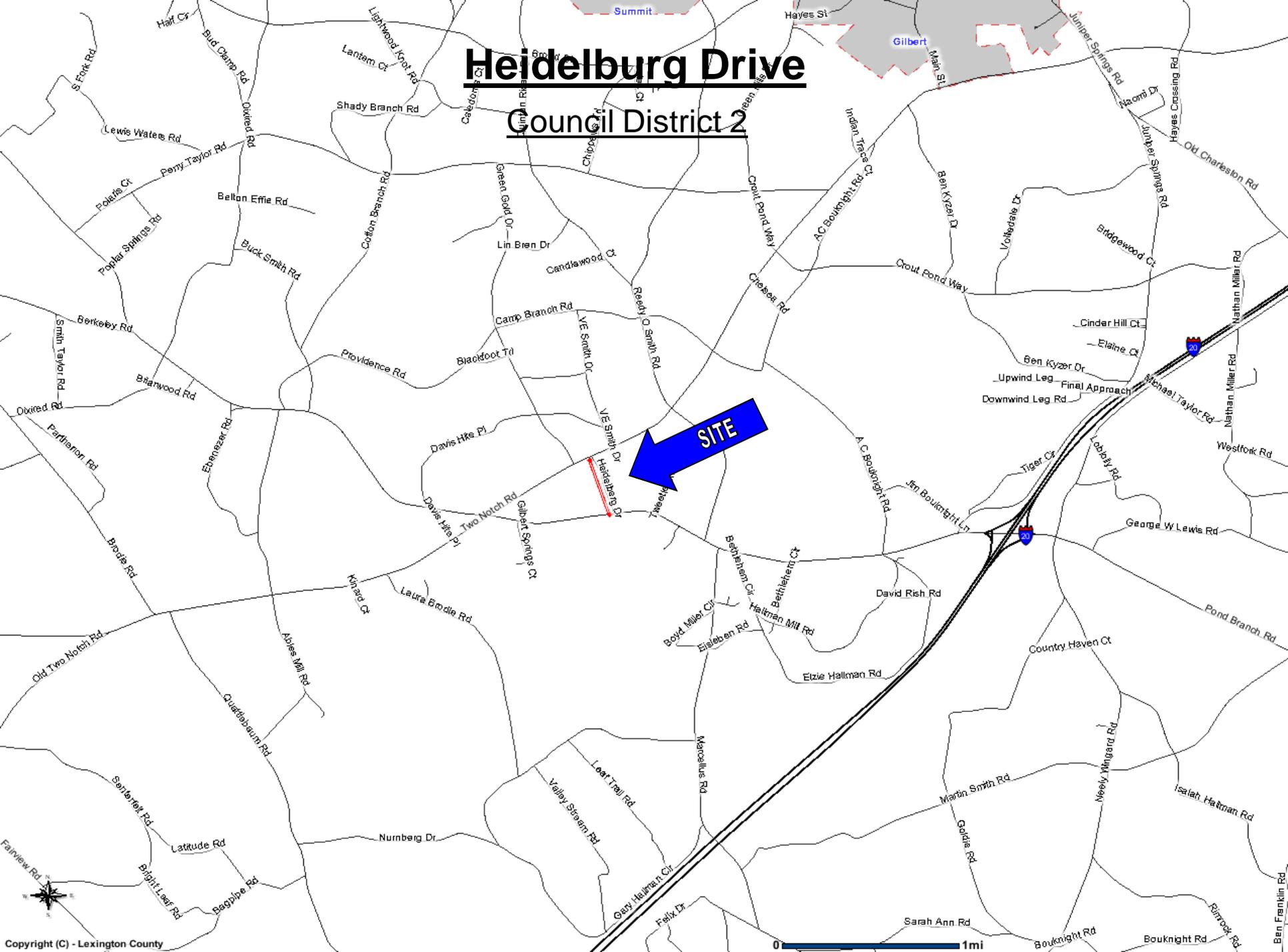
* Note 1. Triple Treatment and Hot Mix Asphalt as alternate were bid out and Hot Mix Asphalt was approved based on bids for Old Charleston Road, Glenn Street, and Fox Trot Trail and is scheduled for Greenbriar Drive.

C-FUND ROAD PAVING STATUS

<u>C. D. ROAD NAME</u>	<u>Length</u>	<u>STATUS</u>	<u>MAT COST</u>	<u>LABOR & EQUIP. COST</u>	<u>TOTAL COST</u>
1 Shannon Street	0.15	COMPLETE, using reduced pavement width.	\$15,661	\$16,887	\$32,548
5 Pleasant Court	0.22	COMPLETE, using reduced pavement width.	\$36,101	\$40,181	\$76,282
2 Elbert Taylor Road, 2	1.00	Approximately 1 mile to be paved using "Alternative Paving Program".	?	?	?

			<u>UTILITY RELOC. COST</u>	<u>ENGN COST</u>	<u>CONSTR COST</u>	<u>TOTAL COST</u>
9 Backman Drive	0.36	ON HOLD due to railroad agreement, proposed reduced pavement width.	?	\$29,800	?	?
5 Jayne Lane	0.24	Under construction. 60% complete.	\$3,654	\$25,100	\$199,883	\$228,637
5 Dogwood Road	0.80	Estimated bid letting in February 2010.	\$142,824	109728	?	?
1 Jim Rucker Road	2.45	Under construction. 66% complete.	\$33,489	\$211,918	\$840,693	\$1,052,611
1 Pelion Road	1.43	Under constuction by SCDOT.				\$1,538,705
3 Payne Lane	0.32	Under construction. 63% complete	\$11,033	\$31,870	\$272,865	\$304,735
1 Martin Neese Road	0.25	Construction funding is dependent upon above project costs.	?	\$18,500	?	?

Heidelberg Drive Council District 2



SITE

Heidelberg Dr

HEIDELBURG DRIVE

COUNCIL DISTRICT 2

DATE COMPLETED DEC. 08



BEFORE

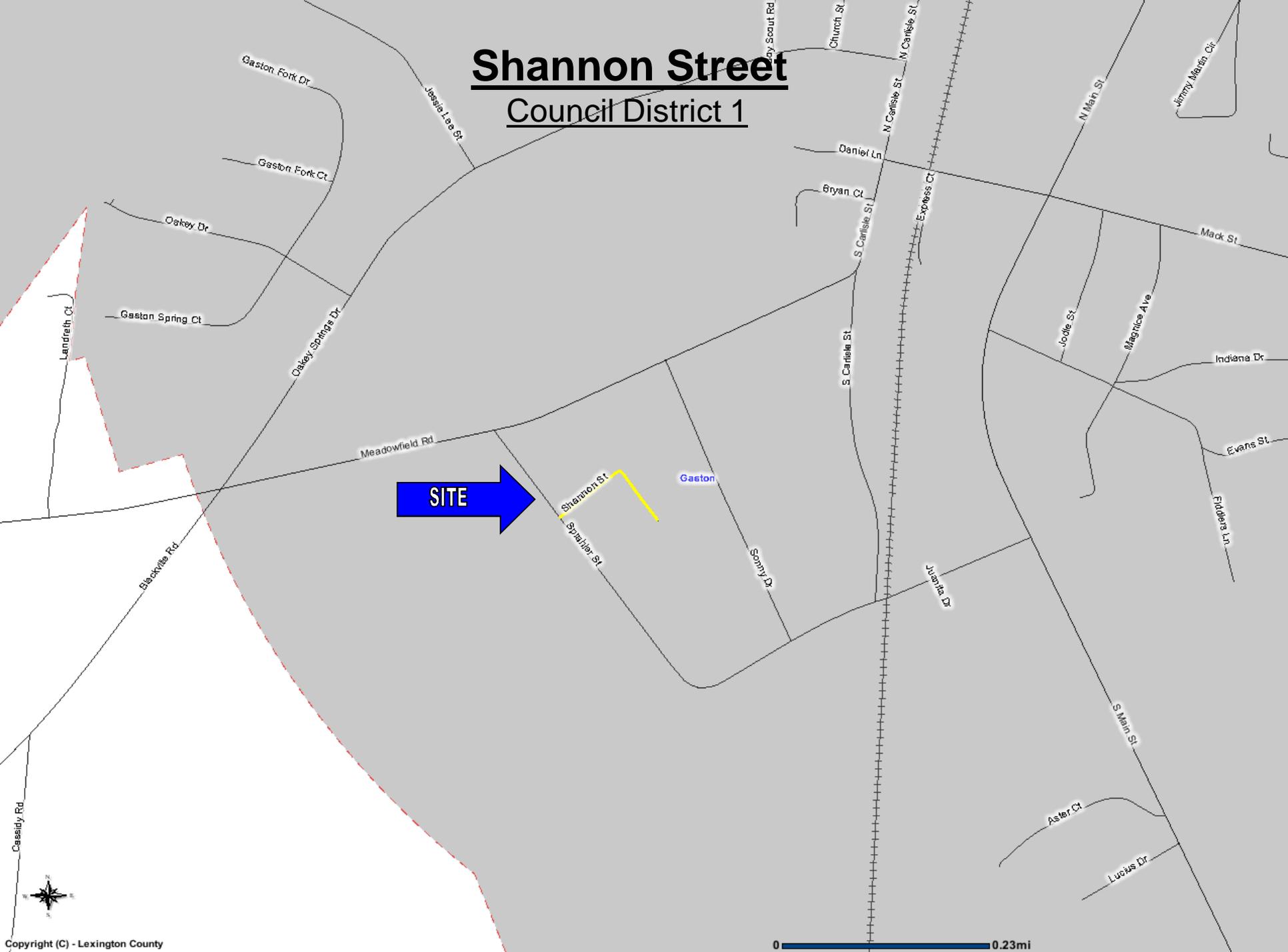
EXISTING 50FT RIGHT-OF-WAY
BUDGETED MATERIAL COST = \$ 80,150



AFTER

SURFACE: HOT MIX ASPHALT
PAVEMENT WIDTH: 18 FEET
DRAINAGE: VALLEY GUTTER
MATERIAL = \$54,924
LABOR/EQUIPMENT = \$58,906
TRUE COST = \$ 113,830

Shannon Street Council District 1



SITE

Shannon St
Spradler St

Gaston

0 0.23mi



SHANNON STREET

COUNCIL DISTRICT 1

DATE COMPLETED OCT. 08



BEFORE

EXISTING 50FT RIGHT-OF-WAY
BUDGETED MATERIAL COST = \$ 26,960

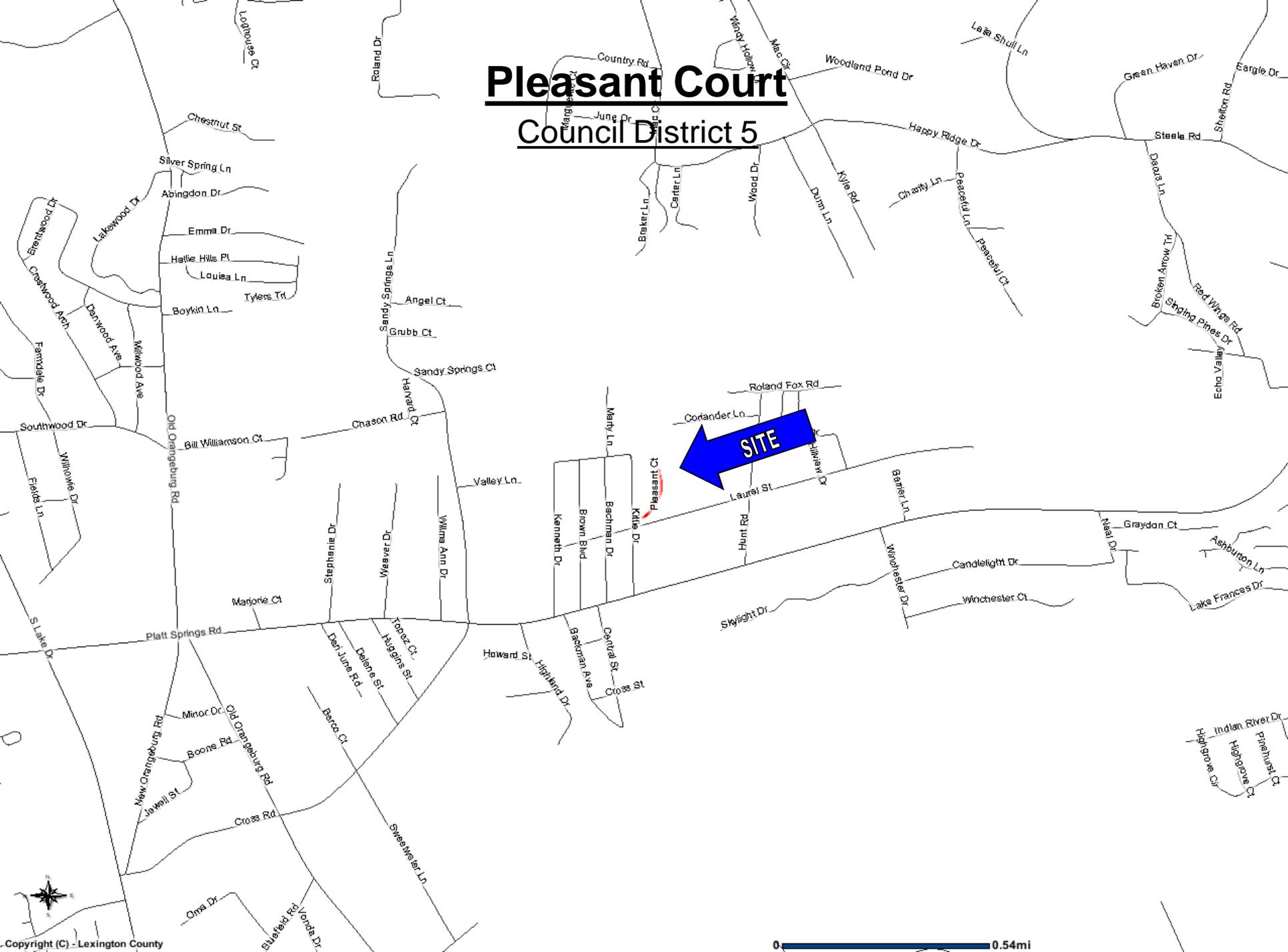


AFTER

SURFACE: HOT MIX ASPHALT
PAVEMENT WIDTH: 16 FEET
DRAINAGE: SHEET FLOW
MATERIAL = \$15,661
LABOR/EQUIPMENT = \$16,887
TRUE COST = \$ 32,548

Pleasant Court

Council District 5



PLEASANT COURT

COUNCIL DISTRICT 5

DATE COMPLETED OCT. 08



BEFORE

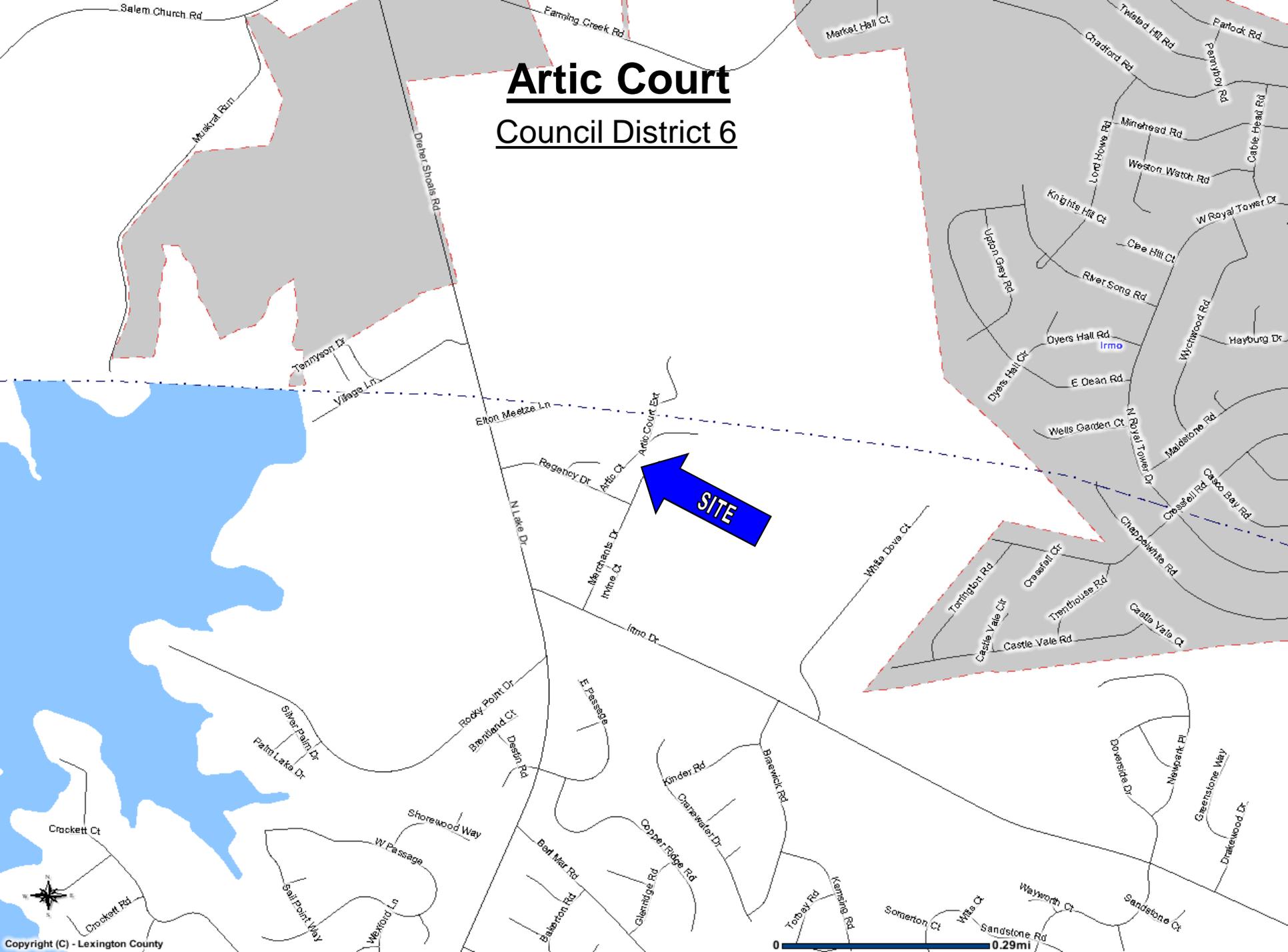
**EXISTING 50FT RIGHT-OF-WAY
BUDGETED MATERIAL COST = \$ 50,000**



AFTER

**SURFACE: HOT MIX ASPHALT
PAVEMENT WIDTH: 18 FEET
DRAINAGE: ROADSIDE DITCH
MATERIAL COST = \$ 36,101
LABOR/EQUIPMENT = \$40,181
TRUE COST = \$ 76,282**

Artic Court Council District 6



ARTIC COURT

COUNCIL DISTRICT 6

DATE COMPLETED FEB. 09



BEFORE

VARIABLE RIGHT-OF-WAY

BUDGETED MATERIAL COST = \$ 66,211



AFTER

SURFACE: HOT MIX ASPHALT

PAVEMENT WIDTH: 16 FEET

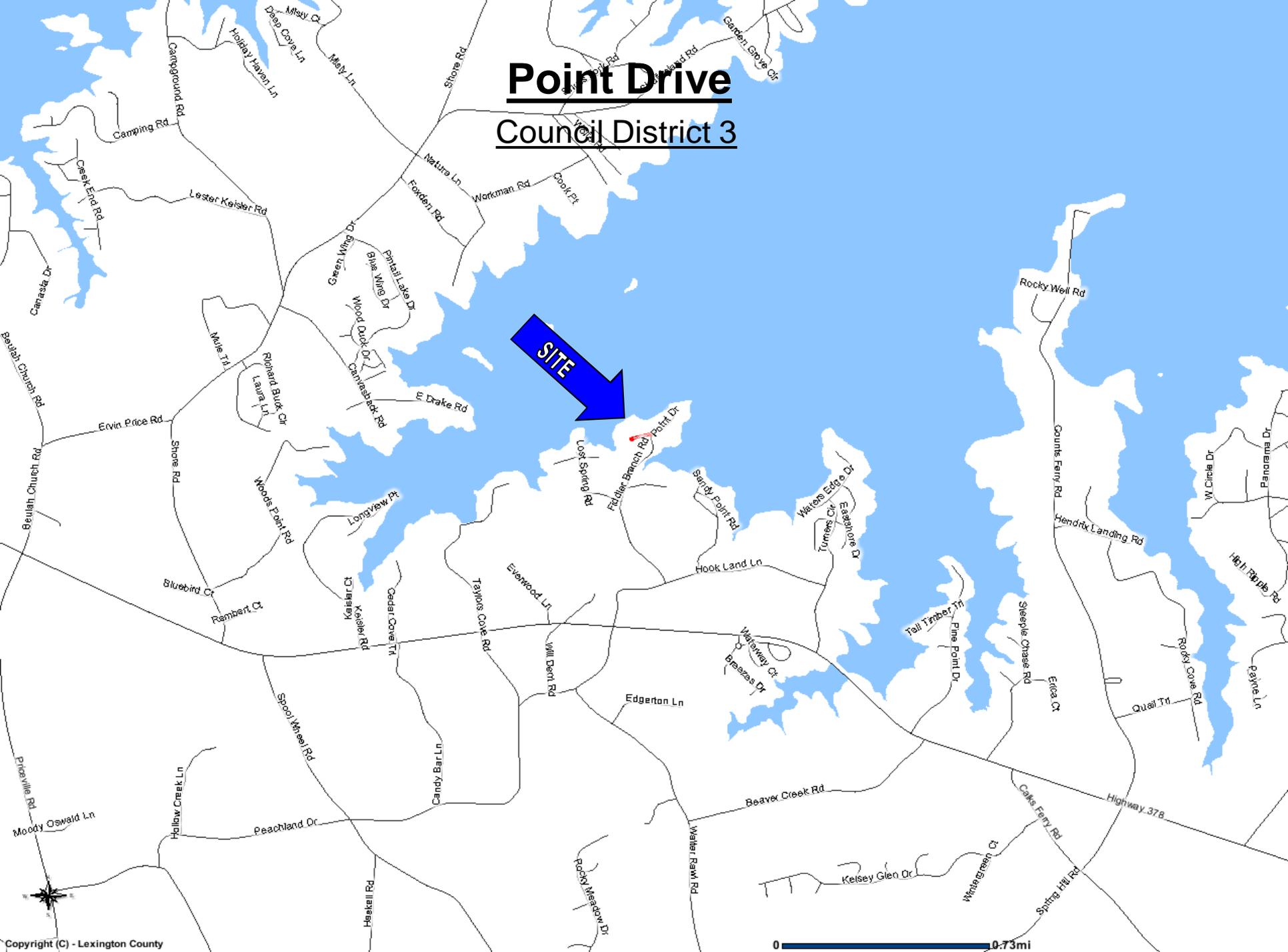
DRAINAGE: SHEET FLOW TO TOKEN DITCH

MATERIAL COST = \$ 12,122

LABOR/EQUIPMENT = \$22,186

TRUE COST = \$ 34,308

Point Drive Council District 3



POINT DRIVE

COUNCIL DISTRICT 3

DATE COMPLETED JAN. 09



BEFORE

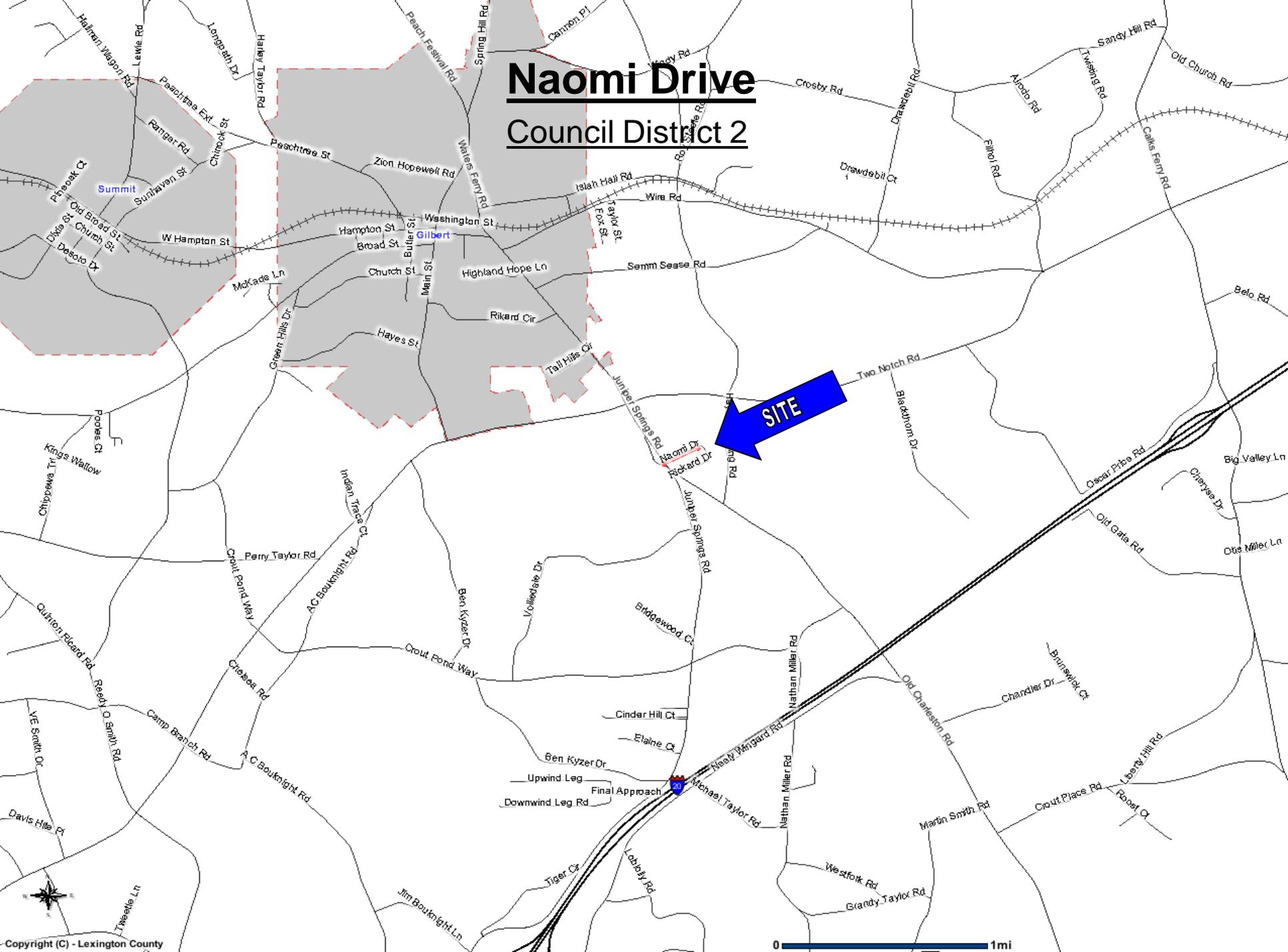
EXISTING 20FT RIGHT-OF-WAY
BUDGETED MATERIAL COST = \$ 10,000



AFTER

SURFACE: HOT MIX ASPHALT
PAVEMENT WIDTH: 14 FEET
DRAINAGE: OPEN SHEET FLOW
MATERIAL COST = \$ 7,521
LABOR/EQUIPMENT = \$14,903
TRUE COST = \$ 22,424

Naomi Drive Council District 2



NAOMI DRIVE

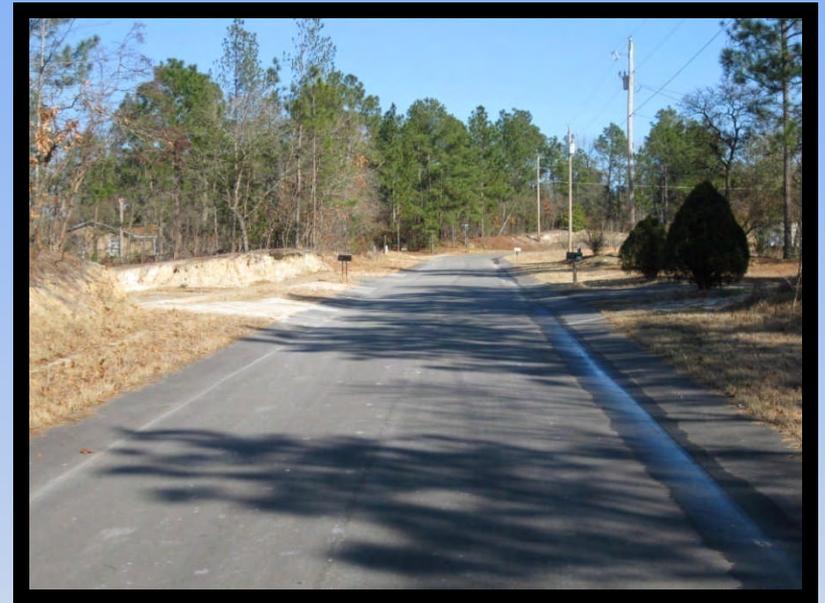
COUNCIL DISTRICT 2

COMPLETED JUNE 09



BEFORE

EXISTING 50 FT RIGHT-OF-WAY
BUDGETED MATERIAL COST = \$ 40,128

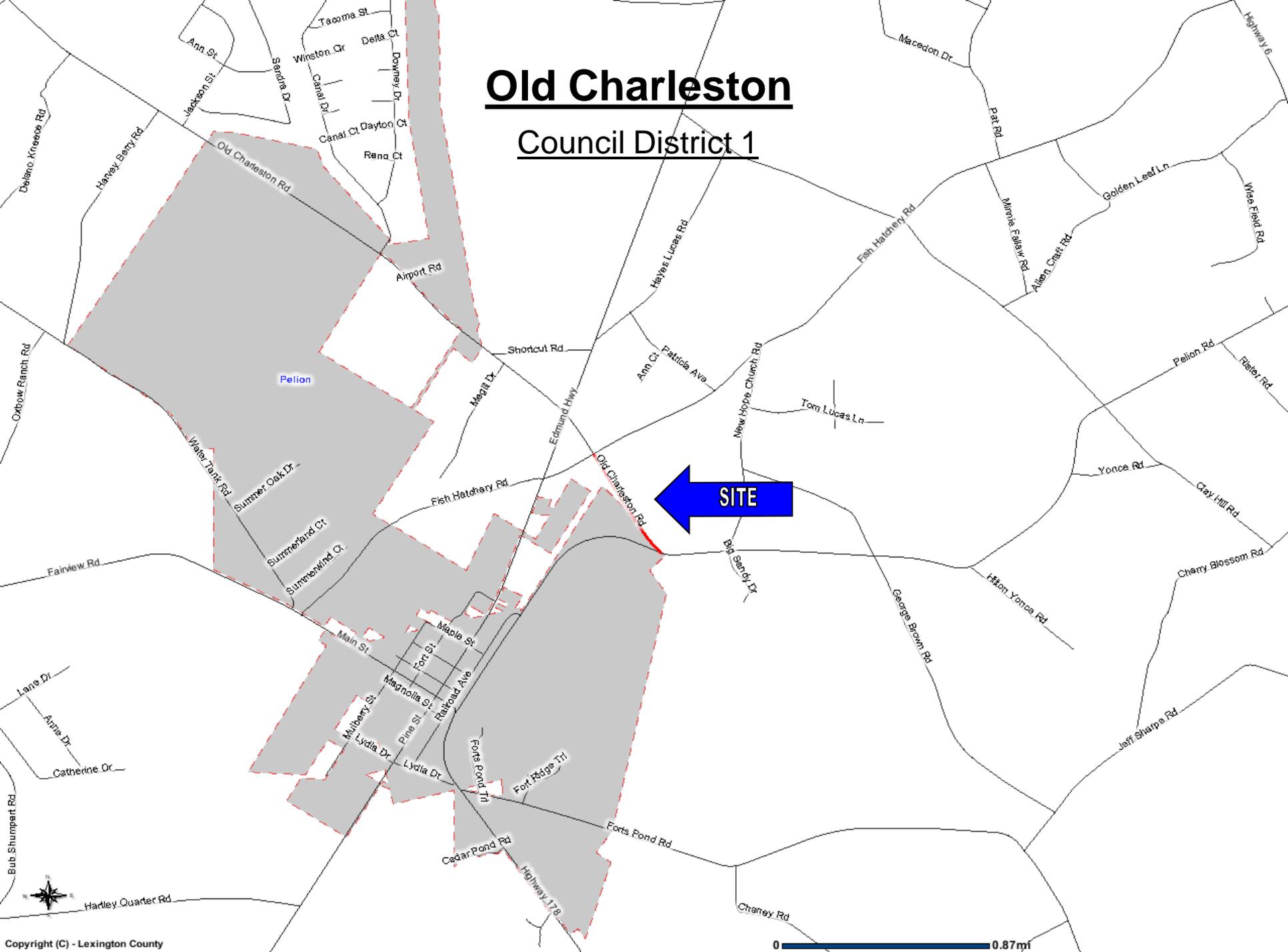


AFTER

SURFACE: HOT MIX ASPHALT
PAVEMENT WIDTH: 22 FEET
DRAINAGE: OPEN DITCH & VALLEY GUTTER
MATERIAL COST = \$ 31,176
LABOR/EQUIPMENT = \$ 62,723
TRUE COST = \$ 93,899

Old Charleston

Council District 1



OLD CHARLESTON

COUNCIL DISTRICT 1

COMPLETED OCT 09



BEFORE

VARIABLE RIGHT-OF-WAY

BUDGETED MATERIAL COST = \$ 121,440



AFTER

SURFACE: HOT MIX

PAVEMENT WIDTH: 22 FEET

DRAINAGE: OPEN DITCH & VALLEY GUTTER

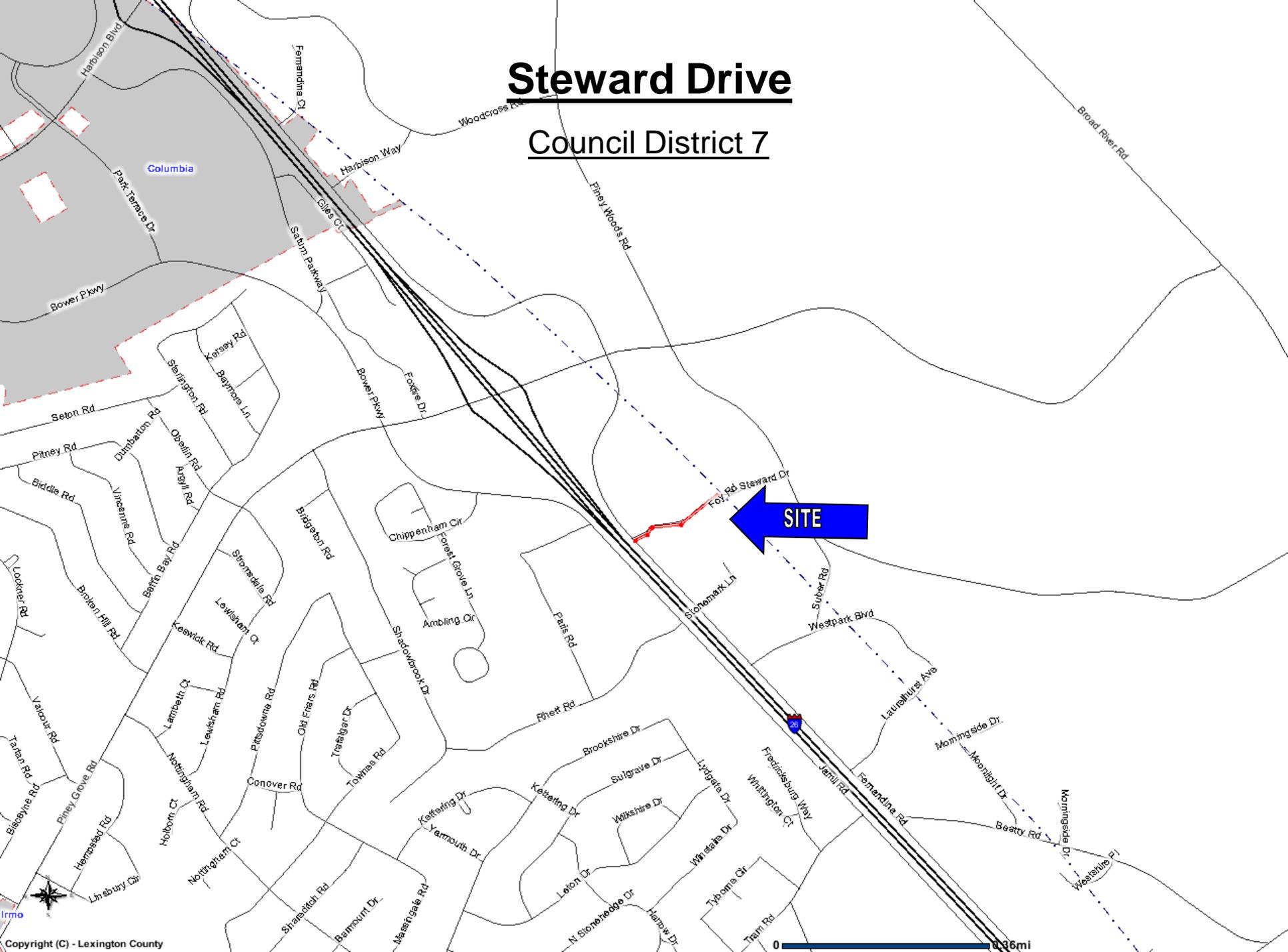
MATERIAL COST = \$ 65,732

LABOR/EQUIPMENT = \$ 84,646

TRUE COST = \$ 150,378

Steward Drive

Council District 7



STEWARD DRIVE

COUNCIL DISTRICT 7

COMPLETED SEPT 09



BEFORE

VARIABLE RIGHT-OF-WAY
BUDGETED MATERIAL COST = \$ 10,000

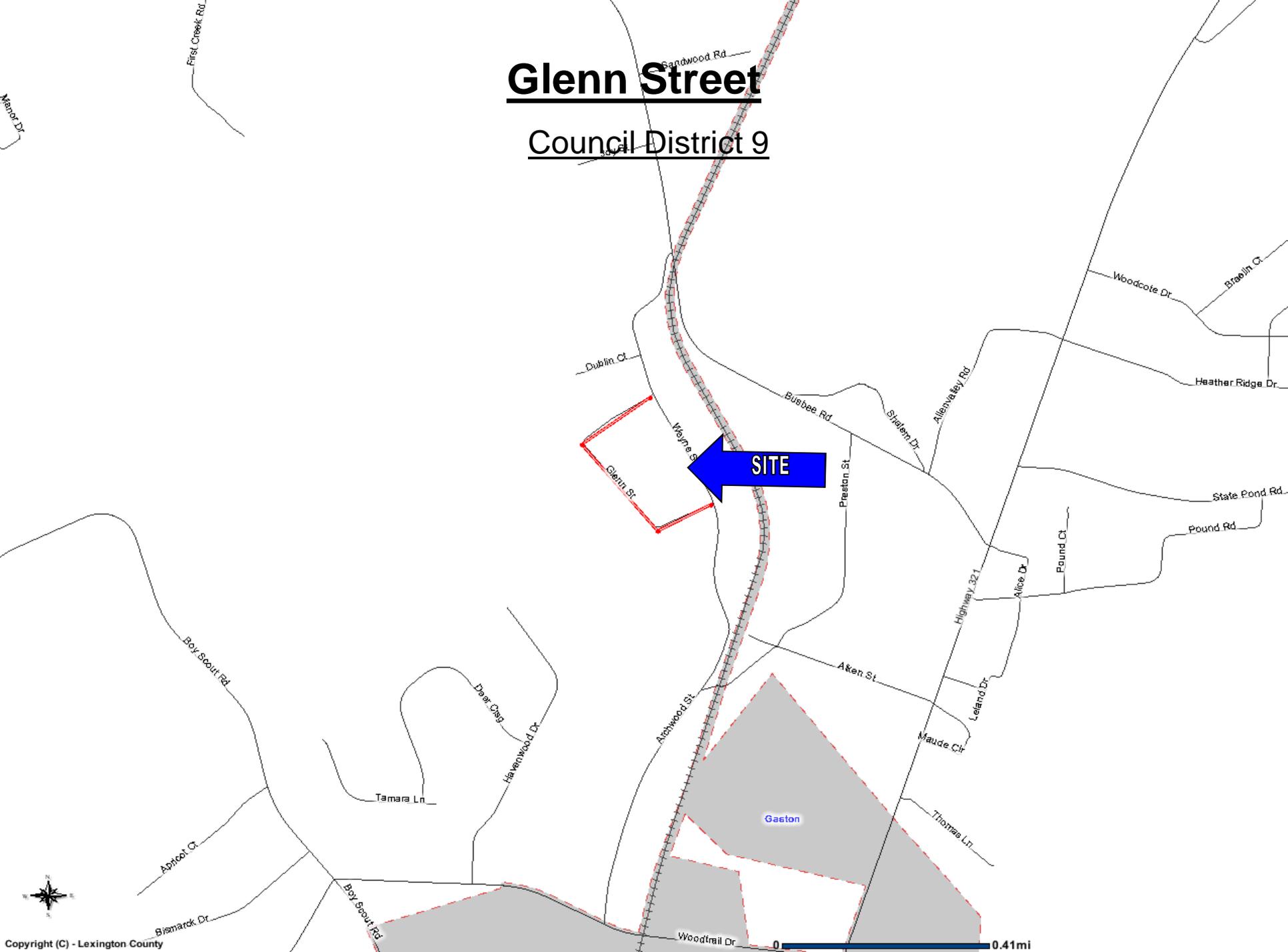


AFTER

SURFACE: HOT MIX ASPHALT
PAVEMENT WIDTH: 16 FEET
DRAINAGE: OPEN DITCH & VALLEY GUTTER
MATERIAL COST = \$ 14,898
LABOR/EQUIPMENT = \$ 15,552
TRUE COST = \$ 30,450

Glenn Street

Council District 9



SITE

Gaston

GLENN STREET

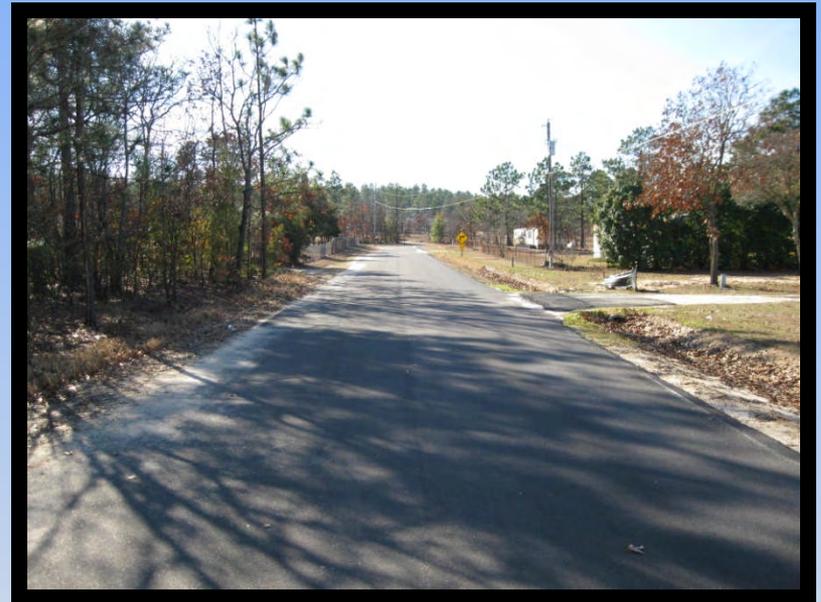
COUNCIL DISTRICT 9

COMPLETED NOV 09



BEFORE

EXISTING 50 FT RIGHT-OF-WAY
BUDGETED MATERIAL COST = \$ 70,224

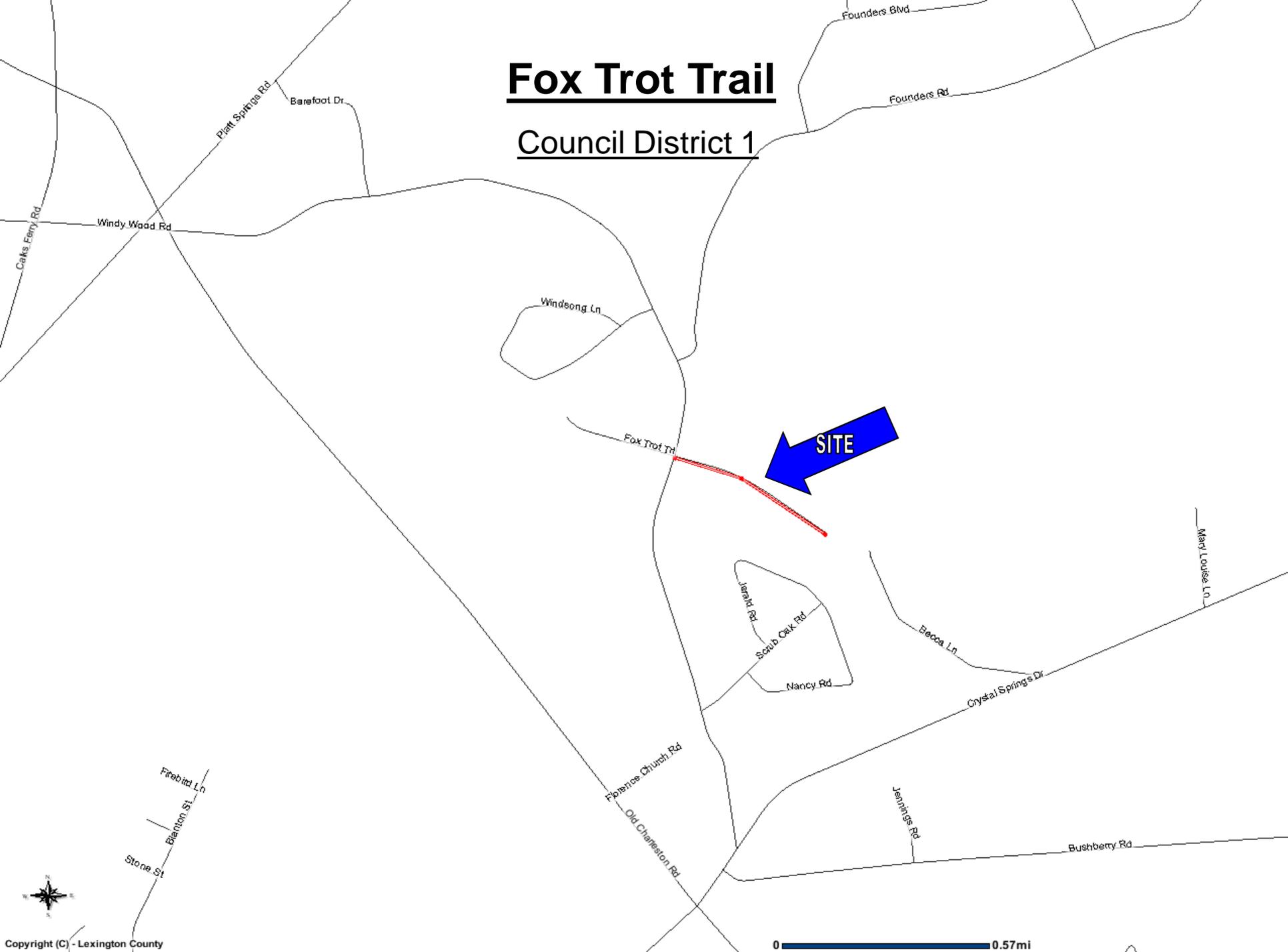


AFTER

SURFACE: HOT MIX ASPHALT
PAVEMENT WIDTH: 22 FEET
DRAINAGE: OPEN DITCH & VALLEY GUTTER
MATERIAL COST = \$ 57,239
LABOR/EQUIPMENT = \$ 50,527
TRUE COST = \$ 107,766

Fox Trot Trail

Council District 1



SITE

0 0.57mi

FOX TROT TRAIL

COUNCIL DISTRICT 1

COMPLETED OCT 09



BEFORE

EXISTING 40 FT RIGHT-OF-WAY
BUDGETED MATERIAL COST = \$ 100,320

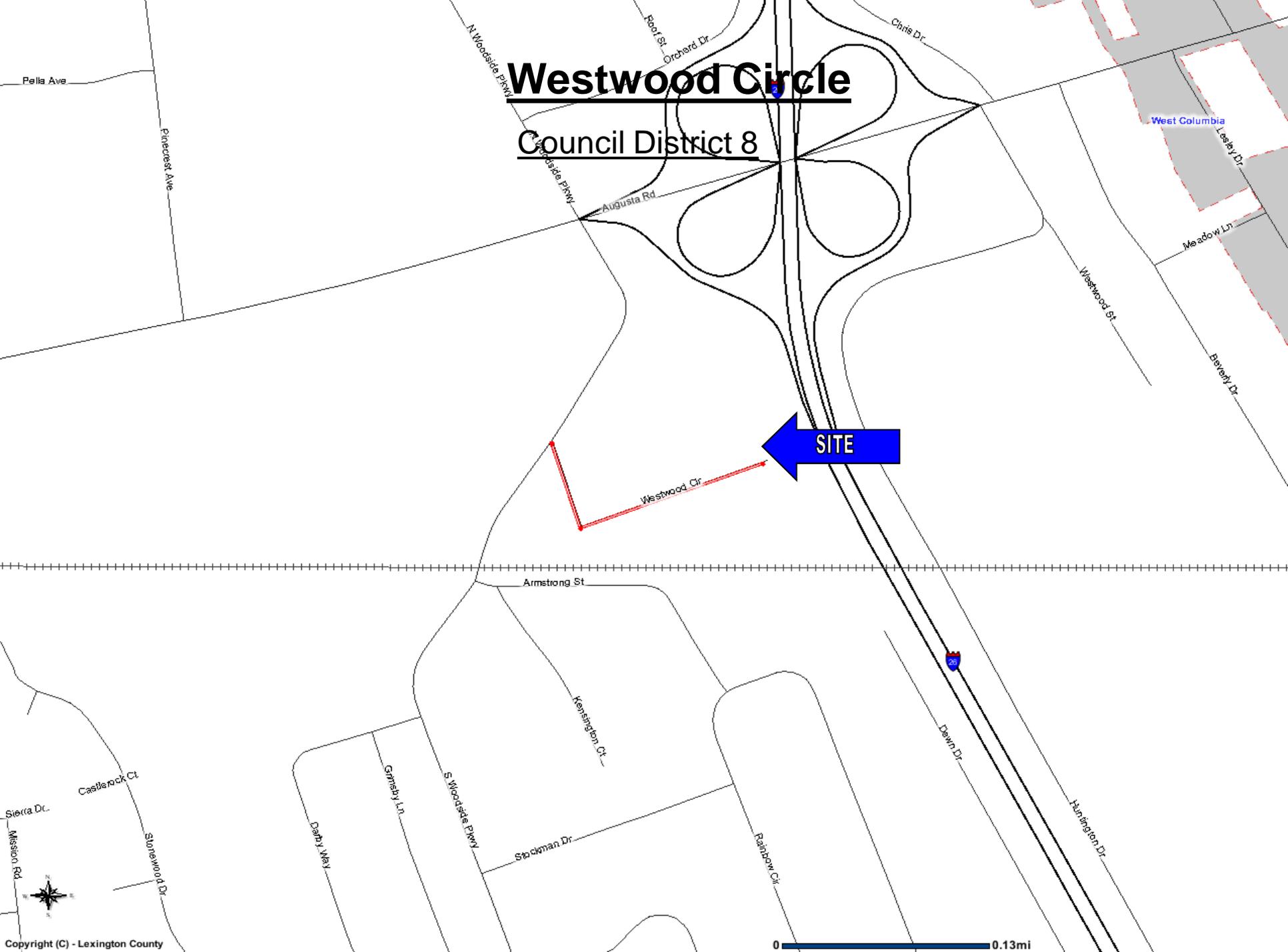


AFTER

SURFACE: HOT MIX ASPHALT
PAVEMENT WIDTH: 18 FEET
DRAINAGE: OPEN DITCH
MATERIAL COST = \$ 46,236
LABOR/EQUIPMENT = \$ 52,213
TRUE COST = \$ 98,449

Westwood Circle

Council District 8



SITE

0 0.13mi

WESTWOOD CIRCLE

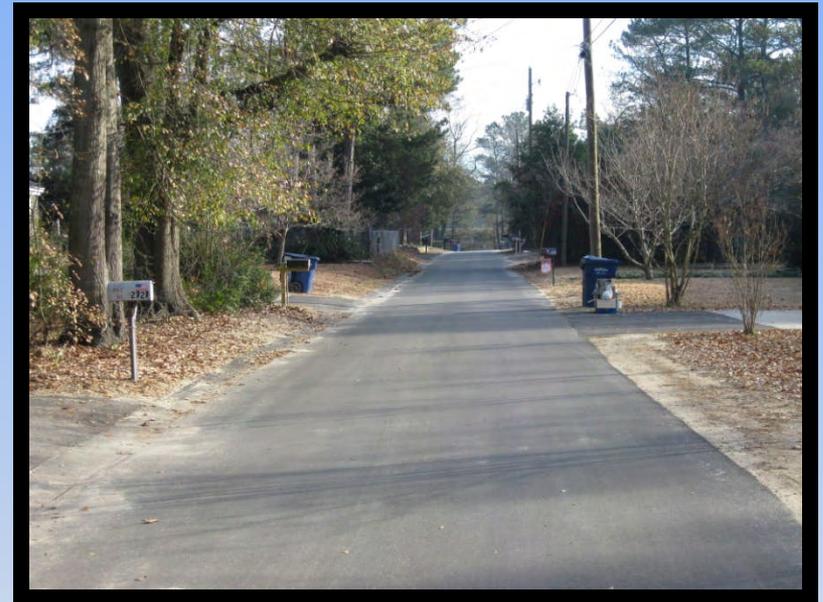
COUNCIL DISTRICT 8

COMPLETED NOV 09



BEFORE

EXISTING 50 FT RIGHT-OF-WAY
BUDGETED MATERIAL COST = \$ 36,115

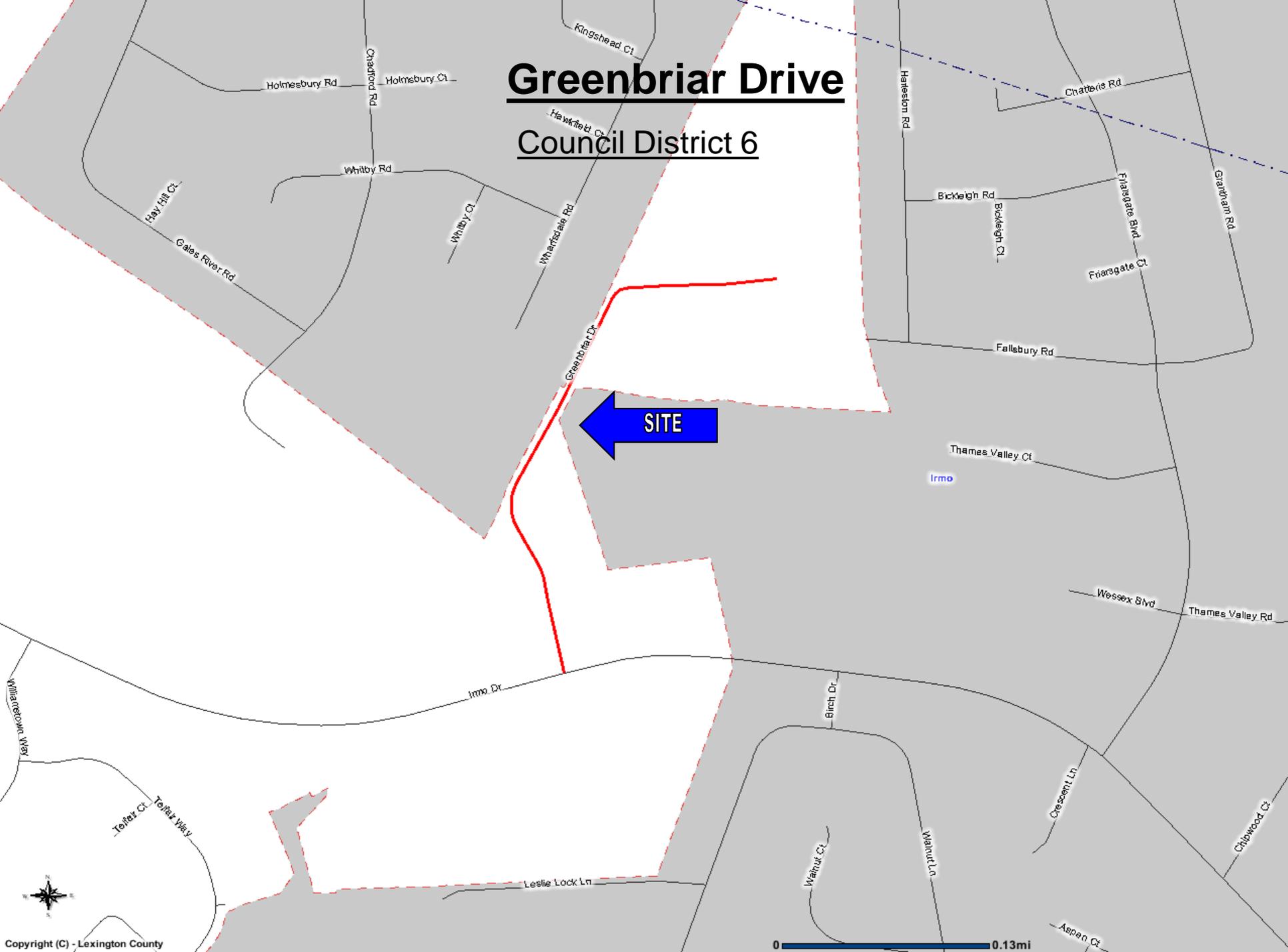


AFTER

SURFACE: HOT MIX ASPHALT
PAVEMENT WIDTH: 16 FEET
DRAINAGE: OPEN DITCH
MATERIAL COST = \$ 8,897
LABOR/EQUIPMENT = \$ 24,410
TRUE COST = \$33,307

Greenbriar Drive

Council District 6



SITE

GREENBRIAR DRIVE

COUNCIL DISTRICT 6

ESTIMATED COMPLETION DATE JUNE 2010



BEFORE

EXISTING 30 FT RIGHT-OF-WAY
BUDGETED MATERIAL COST = \$ 94,723

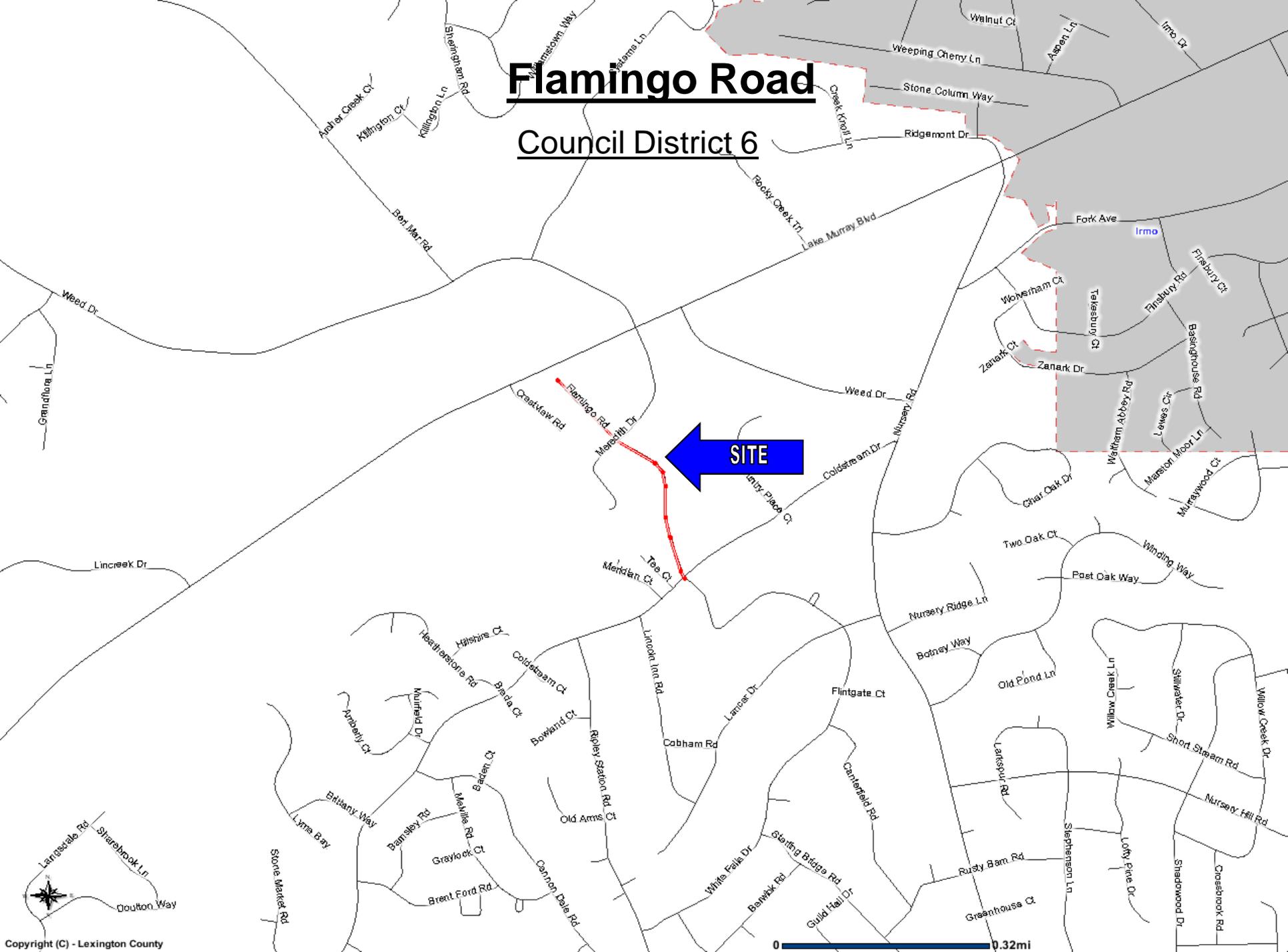


UNDER CONSTRUCTION

SURFACE: HOT MIX ASPHALT
PAVEMENT WIDTH: VARIABLE 14 TO 20 FEET
DRAINAGE: OPEN DITCH
MATERIAL COST = ?
LABOR/EQUIPMENT = ?
TRUE COST = ?

Flamingo Road

Council District 6



FLAMINGO ROAD

COUNCIL DISTRICT 6



BEFORE

BUDGETED MATERIAL COST = \$ 80,561

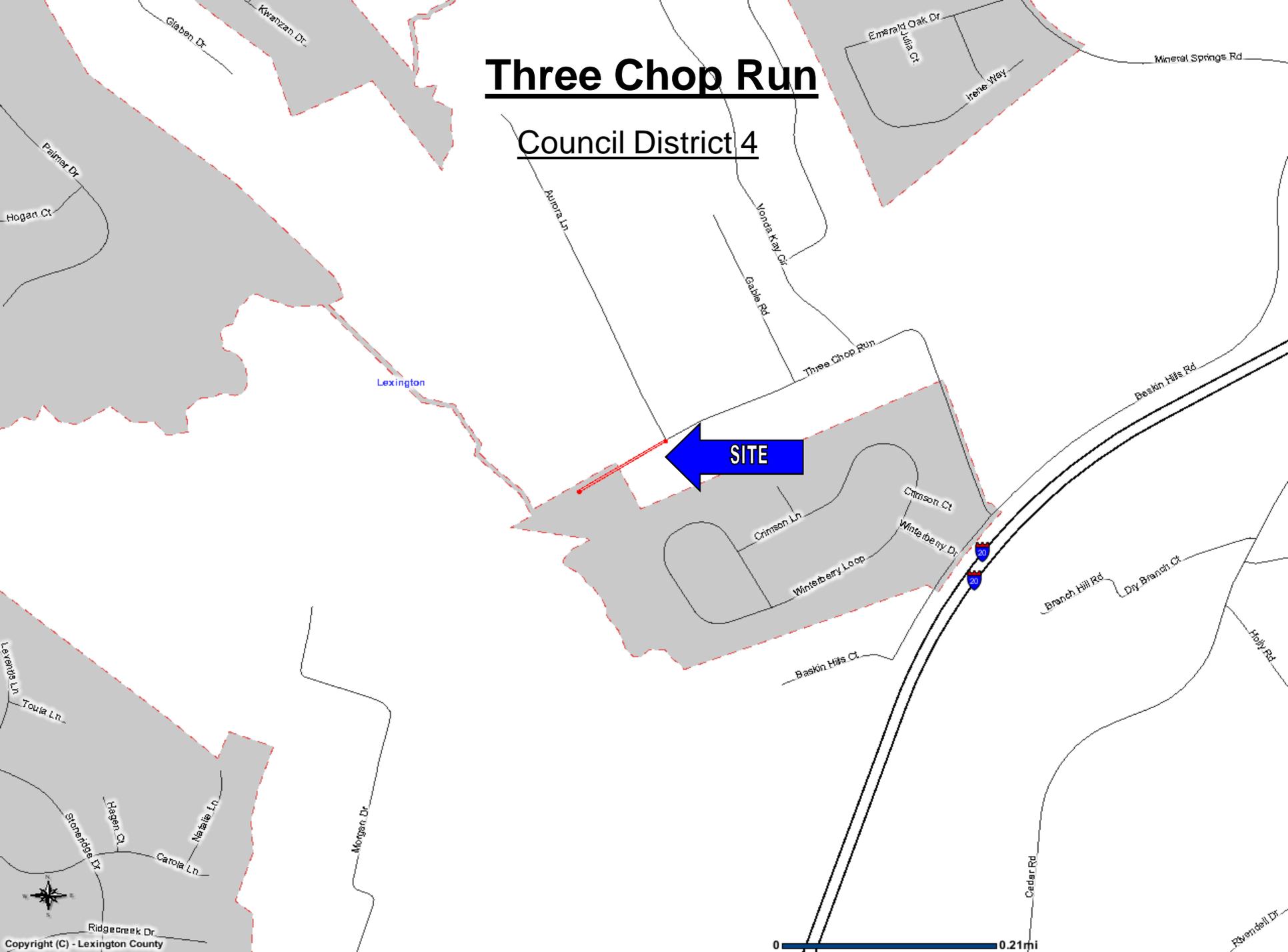


DROP FROM LIST

COULDN'T GET RIGHT-OF-WAY

Three Chop Run

Council District 4



SITE

Lexington

75
30

0 0.21mi



THREE CHOP RUN

COUNCIL DISTRICT 4



BEFORE

BUDGETED MATERIAL COST = \$ 40,128



DROP FROM LIST

COULDN'T GET RIGHT-OF-WAY

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
REGISTRATION AND ELECTIONS COMMISSION**

COMMISSIONERS

M. Dale Cook, Chm.
Marjorie Carter, Vice Chm.
Edwin P. Anderson, Sec.
Carolyn Meetze
Marti Taylor
Randy L. Caughman
Gail Jennings
Horace E. Porter
Tommy McGill



Dean Crepes
Director
Phone (803) 785-8361
Fax (803) 785-8390
RegistrationElections@lex-co.com

**605 WEST MAIN STREET, SUITE 105
LEXINGTON, SOUTH CAROLINA, 29072-2503**

From: Lexington County Registration and Elections Commission

To: Lexington County Council Members

Via: Katherine Hubbard, Lexington County Administrator

Subj: Proposed Equipment Cost for reorganization of precincts

In reference to the request from the meeting with County Council January 26, 2010; please find the enclosed proposed cost for the reorganization of 4 precincts, Barr Road, Pine Ridge, Park Road, and Red Bank South.

This includes 4 Audio Voting (audiotronic) machines, for voters with disabilities, 4 Communication packs, expected printing and mailing cost for new voter registration cards, applicable taxes and shipping.

This also includes the proposed cost for the equipment such as cables and switches for the Electronic Voting Registration List (EVRL) that will be used in approximately 9 other precincts.

The proposed cost will be good for 60 days and expect this to be in place by the June primaries.

Sincerely

A handwritten signature in cursive script, appearing to read "Dean Crepes".

Dean C Crepes

*“The Base of Freedom is your Vote”
Register and Vote*

NEW PRECINCTS EQUIPMENT

AUDIO's cost each \$1,995.00

Communications Packs cost each \$500.00

Equipment cost per precinct **\$2,495.00**

tax \$174.65

shipping \$100.00

COST FOR 4 PRECINCTS EQUIPMENT (Barr Road,
Park Road, Pine Ridge, Red Bank South) **\$10,254.65**

New Precinct Cards..... 4 precincts; payable to State
Elections; approximately 9000 cards 0.06 \$540.00

Mailing..... 4 precincts...may be reduced due to bulk
mail capability; approximately 9000 letters 0.44 \$3,960.00

**EVRL (Electronic Voting Registration Lists)
Equipment.....12 precincts \$720.00**

**TOTAL COST FOR NEW AND Electronic Voting
Registration List (EVRL) EQUIPMENT **\$15,474.65****

SECTION 12-45-75. *Installment payments of property tax.*

(A)(1) The governing body of a county may by ordinance allow each taxpayer owning a parcel of taxable real property within the county the option to pay property taxes in installments as provided in this section. An installment election is not allowed for taxes paid through an escrow account.

(2) A taxpayer electing to pay ad valorem taxes in installments or electing to opt out of paying in installments, must notify the county treasurer in writing no later than January fifteenth of the tax year for which the installment payments are applicable, and no earlier than December first of the preceding tax year. If the treasurer does not receive written notification from December first to January fifteenth, the taxpayer must pay ad valorem taxes in the same manner as the previous taxable year.

(3) The treasurer must notify the county auditor and county assessor of each taxpayer electing the installment payment option or electing to opt out of paying in installments. If the county assessor determines the property has diminished in value, an estimated property tax obligation must be adjusted to reflect the reduced value. Upon being notified of an adjustment for reduced value from the assessor, the county treasurer must notify the property owner of the adjusted estimated property tax obligation.

(B) An installment payment is based on the total property tax due for the previous property tax year, after applying all applicable credits and adjustments reflecting reduced value as determined by the county assessor. An amount equal to sixteen and two-thirds percent of the estimated property tax obligation must be paid to the county treasurer in each of five installments according to the following schedule:

In the case of the following estimates, the due date is on or before:

First February 15

Second April 15

Third June 15

Fourth August 15

Fifth October 15

The remaining balance is due on or before January fifteenth of the following taxable year in accordance with Section 12-45-70. The treasurer must notify the county auditor of the amount of a property owner's payments received no earlier than October fifteenth and no later than November fifteenth. A notice of the remaining tax due and other authorized charges and information must then be prepared and mailed to the property owner.

(C) If a taxpayer electing to pay in installments does not timely make each payment pursuant to the schedule in subsection (B), the county may refuse to accept all other installment payments. If the county refuses to accept other installment payments, the remaining balance is due in accordance with Section 12-45-70.

(D) Estimated property taxes paid in installments during a property tax year are a credit against the total property tax due on the real property for the property tax year. The estimated property taxes paid in installments during a property tax year must be deposited by the county treasurer in an interest bearing account. The interest is to be retained by the treasurer to offset the administrative expenses of installment payments. Once final payment is made, and no later than January fifteenth of the following taxable year, the installment payments must be credited to the accounts of property taxing entities in the county in the same proportion that millage was imposed by such entities in the previous tax year with the necessary adjustments made to reflect current tax year millage impositions when property taxes for the current year are paid.

(E) If the credit allowed for estimated property tax paid during the property tax year results in an overpayment of property tax, the overpayment must be refunded to the taxpayer together with the actual interest earned by the county treasurer, running from the later of the due date of the installment resulting in the overpayment, without regard to additional amounts paid, or the actual date the overpayment was received by the county treasurer, to the date the refund is issued. Except that if the overpayment is issued to the taxpayer within forty-five days of the installment payment that resulted in the overpayment, the treasurer may retain the interest earned.

(F) Every tax notice for real property, for which the installment payment option has been elected, must contain a calculation of any estimated property tax due and a payment schedule and return envelopes for these payments.

(G) The payment of estimated property tax as provided in this section and the credit allowed arising from these payments in no way alters the due date, penalty schedule, and enforced collection of property taxes as provided by law.

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



APPOINTMENTS BOARDS & COMMISSIONS

February 9, 2010

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 expired 12/31/09 - Eligible for reappointment -
Confirmed desire to serve another term

JOHN CARRIGG

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

TODD CULLUM

Health Services District - Vacant - Term expired 03/10/09

AT-LARGE:

Health Services District:

- James D. Whitehead - Term expired 03/10/09 - Eligible for reappointment

River Alliance:

- Todd Sease, Citizen Appointee - Term expired 01/26/10 - Not eligible for reappointment
- George M. Rentz, Economic Development Subcommittee Appointee - Term expired 01/26/10 -
Resigned effective 10/15/09

COUNTY OF LEXINGTON

Procurement Services

MEMORANDUM

(O) 785-8166

(F) 785-2240

DATE: January 29, 2010

TO: Katherine L. Hubbard
County Administrator

THROUGH: Reggie Murphy
Procurement Manager

FROM: Jeffrey A. Hyde
Procurement Officer

SUBJECT: **Housing Rehabilitation Project – 305 Vincenne Road**
B10021-01/20/10H
Community Development

Competitive bids were solicited and advertised for the Housing Rehabilitation Project at 305 Vincenne Road. This project consisted of numerous required repairs to bring the residence up to the current building codes. An on-site pre-bid conference was held on January 12, 2010, in which twelve (12) bidders attended.

We received eight (8) responsive bids on January 20, 2010 (see attached Bid Tabulation).

The bids were evaluated by Mr. Adrian Enzastiga (Inspector/Consultant); Ms. Ayesha Driggers, Home Program Administrator; and Jeffrey A. Hyde, Procurement Officer. It is our recommendation to award to the lowest responsive, responsible bidder; Ted Clark Construction, in the amount of \$34,549.00.

County funds are appropriated in the following account:

2401-181201-537140	Housing Rehabilitation Program	\$274,912.49
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I concur with the above recommendation and further recommend that this bid be placed on County Council's agenda for their next scheduled meeting on February 09, 2010.

copy: Larry Porth, Director of Finance/Assistant County Administrator
Ron Scott, Director of Community Development
Ayesha Driggers, HOME Program Administrator

County of Lexington

B10021
JAH
01/20/2010

Bid Tabulation

Bid # : B10021-01/20/10H

Housing Rehabilitation Project – 305 Vincenne Road

Item #	Quantity	U/M	Description	Ted Clark Construction		Konstruction Services		Full House Repairs & Ren.	
				Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price
1	1	Job	Removal of LBP from 305 Vincenne Road	\$16,290.00	\$16,290.00	\$12,923.00	\$12,923.00	\$12,775.00	\$12,775.00
2	1	Job	Rehabilitation of 305 Vincenne Road	\$18,259.00	\$18,259.00	\$23,384.00	\$23,384.00	\$21,990.00	\$21,990.00
Total Bid					\$34,549.00		\$36,307.00		\$34,765.00

Item #	Quantity	U/M	Description	Construction Concepts		Ashton Construction		G.A.S. Carpentry	
				Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price
1	1	Job	Removal of LBP from 305 Vincenne Road	* Non-responsive	* Non-responsive	\$12,838.45	\$12,838.45	\$12,100.97	\$12,100.97
2	1	Job	Rehabilitation of 305 Vincenne Road	\$20,375.00	\$20,375.00	\$34,442.79	\$34,442.79	\$24,725.86	\$24,725.86
Total Bid					* Non-responsive		\$47,281.24		\$36,826.83

Item #	Quantity	U/M	Description	Summit Construction		AAHR, LLC.	
				Unit Price	Total Price	Unit Price	Total Price
1	1	Job	Removal of LBP from 305 Vincenne Road	\$20,107.62	\$20,107.62	\$12,113.00	\$12,113.00
2	1	Job	Rehabilitation of 305 Vincenne Road	\$34,631.17	\$34,631.17	\$31,515.00	\$31,515.00
Total Bid					\$54,738.79		\$43,628.00

* - Contractor did not meet the minimum EPA Lead Paint Requirement.

Bid Opened : January 20, 2010 @ 3:00 PM

Jeffrey A. Hyde, CPPB
Procurement Officer

COUNTY OF LEXINGTON
JAIL MANAGEMENT SYSTEM BIOMETRICS COMPONENT

Evaluation Committee Report and Recommendation
Request for Proposals No. P10006-11/23/09S

January 28, 2010

PURPOSE

The County of Lexington issued a Request for Qualifications (RFQ) to establish a contract with a vendor to provide a Jail Management System Biometrics Component for the Lexington County Sheriff's Department.

EVALUATION COMMITTEE

An evaluation committee was assembled to evaluate, review the proposals, and ultimately report its recommendation to County Council for their consideration. Committee members were Captain Ron O'Neill, Sheriff's Department; Lt. Luke Fossum, Sheriff's Department; Jim Schafer, Information Technology Manager; and Angela M. Seymour, Procurement Officer.

SOLICITATION REQUIREMENTS

The required legal advertisement soliciting resumes from qualified engineering firms was placed and appeared in the South Carolina Business Opportunities Publication on November 9, 2009. Notification was also posted on our website and mailed to firms on our bidders' list.

Resumes were due and received by 3:00 p.m. on November 23, 2009. At that time, the County received resumes from two (2) firms:

Cogent Systems
ID Software, Inc.

EVALUATION PROCESS

On November 23, 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 November 25, 2009 for detailed discussions of their individual evaluation of the proposals and respective scoring of each criteria factor. Each proposal under consideration was evaluated and scored on four (4) specific criteria areas as indicated in the RFP. The factors listed in the order of their relative importance were as follows: (a) scope of project, (b) training, (c) support, and (d) ability to meet functional requirements. The committee invited all of the responding vendors to provide a formal presentation to the Evaluation Committee for further evaluation of their firm's qualifications.

On December 17, 2009, the committee conducted interviews with the two (2) responding companies. All of the firms made thorough presentations of their products, followed by an interview process that allowed the firms to answer questions and concerns of the committee. Following the interviews, each committee member was given the opportunity to re-evaluate each firm. After the evaluation committee was in agreement that it had obtained, reviewed, and analyzed all information and documentation presented and collected in the evaluation process, the final evaluation was completed by the committee on January 12, 2010. The evaluation committee's review, based upon the quality of the responses to the request for qualifications, resulted in ID Software, Inc., receiving the highest number of total points.

PROPOSED COST

The total cost to the County of Lexington for the Jail Management System Biometrics Component which includes hardware and software is \$140,000.00.

ADDITIONAL ANNUAL MAINTENANCE COST:

The additional maintenance cost for the Sheriff's Department is charged on an annual basis. The additional cost will start on year two after "go live" date. The total amount of the ID Software support and maintenance will be \$15,400.00 annually. There will also be an annual cost of \$5,805.00 for an extended maintenance agreement to cover cost on the Motorola handheld units.

RECOMMENDATION

The committee hereby submits and recommends for Council consideration and approval to award a contract with ID Software, Inc. We further recommend that this proposal be placed on County Council agenda for their next scheduled meeting on February 9, 2010.

Angela M. Seymour
Procurement Officer

COUNTY OF LEXINGTON

Procurement Services

MEMORANDUM

(O) 803- 785-8166

(F) 803- 785-2240

DATE: January 29, 2010

TO: Katherine Hubbard
County Administrator

THRU: Reggie Murphy
Procurement Manager

FROM: Jeffrey A. Hyde
Procurement Officer

SUBJECT: REQUEST FOR APPROVAL TO UTILIZE THE COMPETITIVE SEALED PROPOSAL PROCESS FOR THE ACQUISITION OF SEVEN (7) DIGITAL IN-CAR VIDEO SYSTEMS.

We are requesting the use of the Request for Proposals (RFP) process in order to seek competitive proposals from potential qualified bidders for the acquisition of seven (7) digital in-car video systems. The County has previously bid this requirement out and feels that it would be in the best interest of the County to request proposals from outside sources.

Due to the scope of this project, we feel that it would not be practical or to our advantage to prepare a comprehensive set of specifications that may limit our resources or restrict competition. In selecting a contractor, it will be advantageous to consider award criteria other than cost. Proposals shall be reviewed and evaluated by a review panel based upon specific evaluation factors such as overall system capabilities and experience of the firm and personnel assigned to the project, demonstrated understanding of the scope and future objectives, technical resources and work plan, references, and proposed commission.

It is therefore our recommendation to utilize the competitive sealed proposal procedure established in the County ordinance. We further recommend that we seek approval at the next scheduled County Council meeting set for February 9, 2010.

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: January 29, 2010

TO: Katherine Hubbard
County Administrator

THRU: Reggie Murphy
Procurement Manager

FROM: Angela M. Seymour
Procurement Officer

SUBJECT: REQUEST FOR APPROVAL TO UTILIZE THE COMPETITIVE SEALED PROPOSAL PROCESS FOR THE ACQUISITION OF A COURTHOUSE CAMERA SECURITY SYSTEM

We are requesting the use of the Request for Proposals (RFP) process in order to seek competitive proposals from potential qualified bidders for the acquisition of a courthouse camera security system. The County has previously bid this operation out and feels that it would be in the best interest of the County to request proposals from outside sources.

Due to the scope of this project, we feel that it would not be practical or to our advantage to prepare a comprehensive set of specifications that may limit our resources or restrict competition. In selecting a contractor, it will be advantageous to consider award criteria other than cost. Proposals shall be reviewed and evaluated by a review panel based upon specific evaluation factors such as overall qualifications and experience of the firm and personnel assigned to the project, demonstrated understanding of the scope and objectives, technical approach and work plan, references, and proposed commission.

It is therefore our recommendation to utilize the competitive sealed proposal procedure established in the County ordinance. We further recommend that we seek approval at the next scheduled County Council meeting set for February 9, 2010.

Thank you.

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

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
12/24/09	Newspaper Advertisement
12/23/09	Notices Mailed

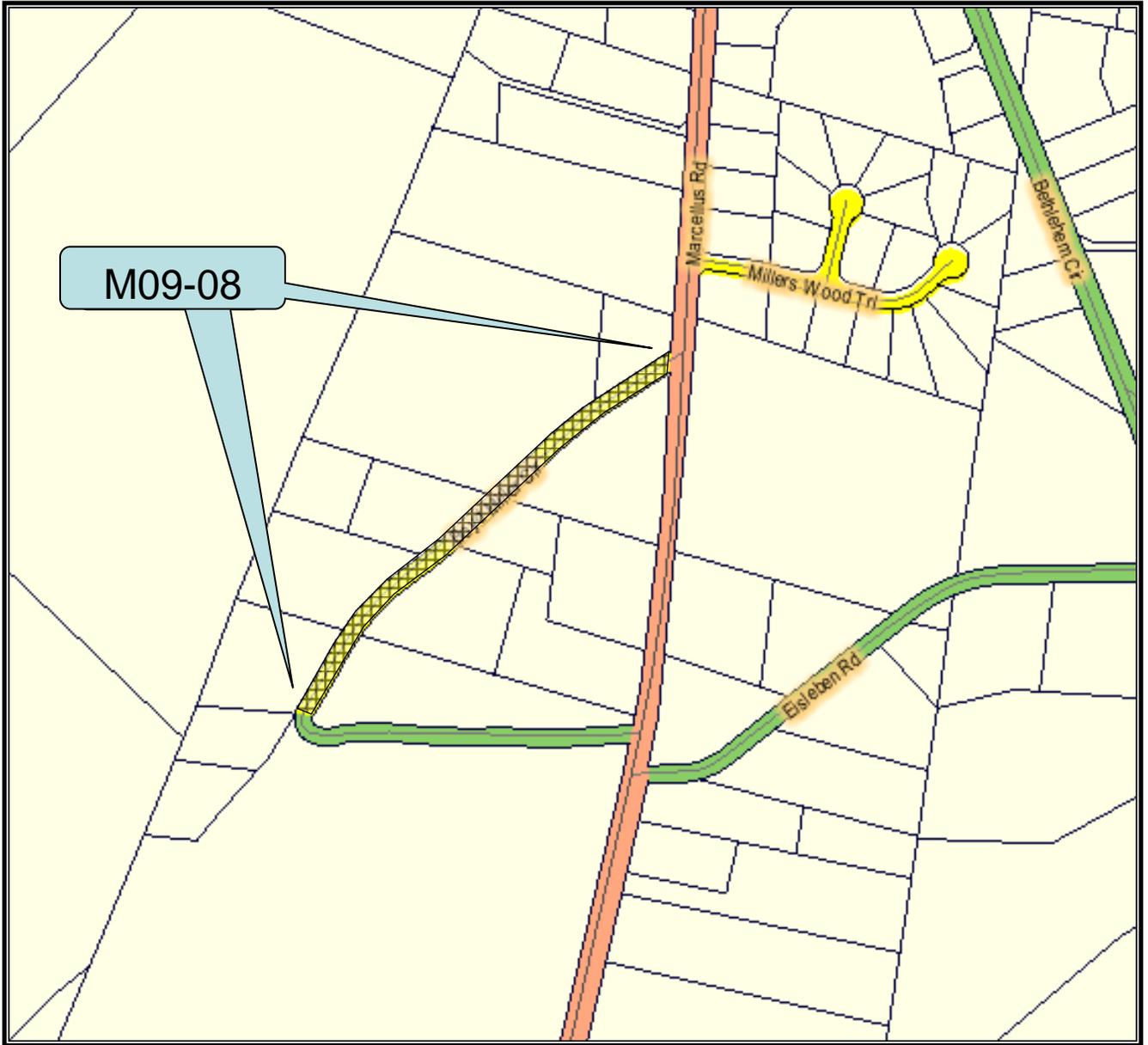
11/16/09	Fee Receipted
12/28/09	Property Posted
1/21/10	Planning Commission

Planning Commission Recommendation: Recommend approval by a vote of 7 in favor of the motion to 0 opposed.

12/08/09	First Reading	1/12/10	Public Hearing	1/26/10	Second Reading		Third Reading
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Results: _____

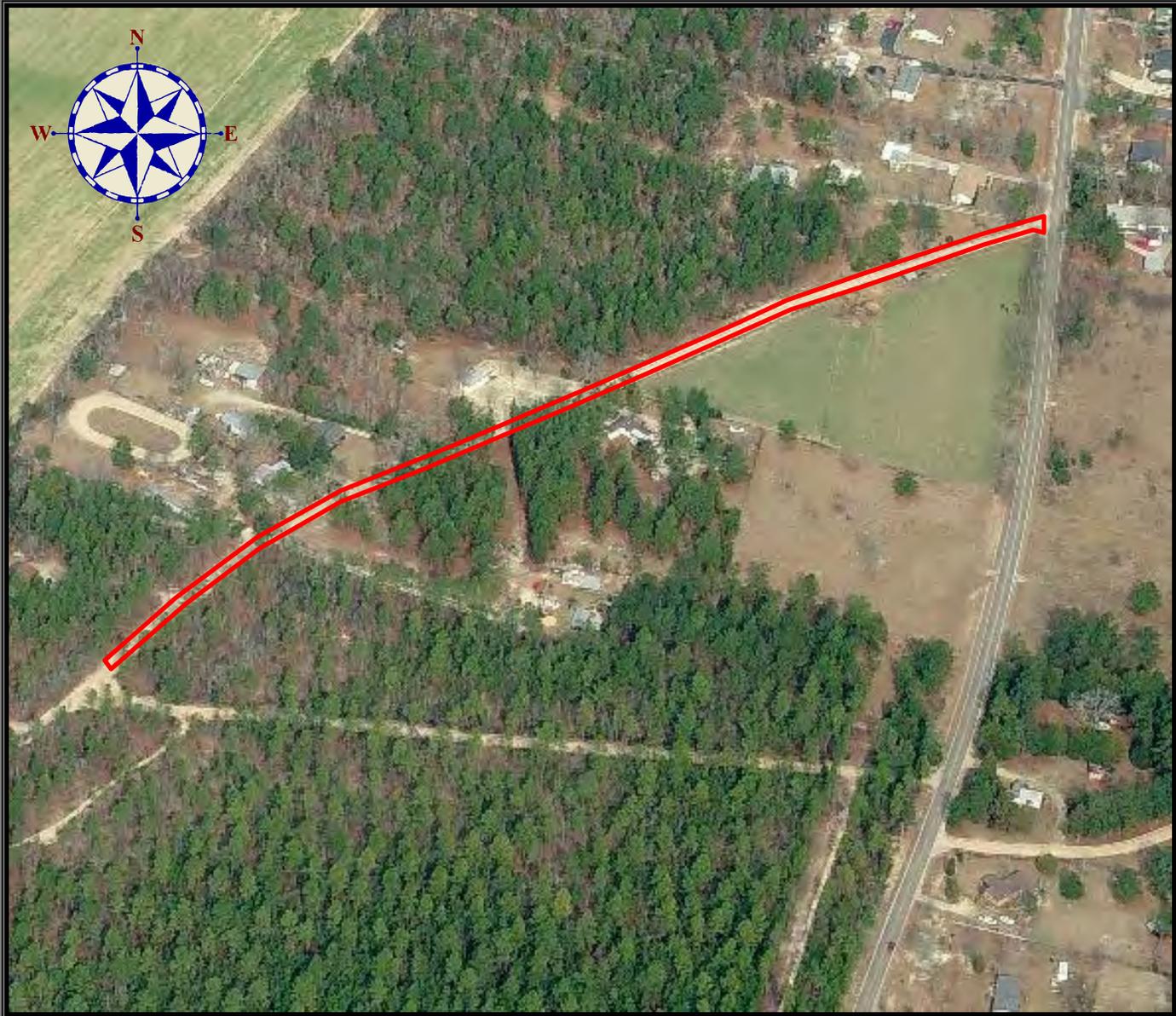
Zoning Map Amendment Application M09-08



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 TEXT AMENDMENT APPLICATION # **T09-04**

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

ARTICLE 4 - AIRPORT DISTRICT, Chapter 3. Designation of Pelion Corporate Airport District

Reason for the request: An update to rename the Chapter, bring it into compliance with the latest master plan, and to address needed restrictions concerning surrounding property.

Submitted on behalf of: County Council Planning Commission

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

Signature: Signature on file

07/16/2009	Application Received	8/06/09	Newspaper Advertisement
09/17/2009	Planning Commission		

Planning Commission Recommendation: Recommend approval by a vote of 7 in favor of the motion to 0 opposed.

07/28/09	First Reading	8/25/09	Public Hearing	Second Reading	Third Reading
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Results: _____

DRAFT (as of January 26, 2010)

Chapter 3. Designation of ~~Pelion Corporate~~ the Lexington County Airport District

43.00 Introduction

The ~~Pelion Corporate~~ Lexington County Airport District is hereby established pursuant to the purposes of this Article, comprising all those lands within the overlay zones as further delineated in this Chapter.

43.10 Purpose

The concentration of people and sound-sensitive activities on lands adjacent to airport or heliport operations and the maximum height of buildings, other structures, and trees in such areas shall be regulated by airport district overlay zones as set forth herein. In order to protect people and property in the vicinity of airports and heliports from the danger of aircraft accidents and the impact of excessive noise levels, certain land use activities shall not be permitted in designated overlay zones surrounding such facilities. To preserve the safety and efficiency of air navigation, height control overlay zones may be designated around airfields to limit the obstruction of landing, takeoff, and maneuvering airspace by buildings, other structures, and trees. Such controls serve to protect the public investment in airports or heliports by restricting adjacent land uses incompatible with the use, growth, or expansion of these facilities.

43.20 Application of Airport District Overlay Zones

Overlay zones are established for the Lexington County Airport District, based on the present runway configuration described in the *Airport Layout Plan*, dated July 1987, and the *Approach and Profile Plan*, dated June 1987. Both plans were prepared by The LPA Group Incorporated. These zones are further referenced in the *Pelion Corporate Airport Master Plan Update*, dated November 2003, prepared by Wilbur Smith Associates, and approved by the Federal Aviation Administration in November 2005.

The land use and height controls associated with these airport district overlay zones shall be in addition to and shall only apply where underlying zoning districts and their controls have been established under other Articles of this Ordinance. Where the Airport District overlay zone controls conflict with the controls of underlying zoning districts, the more restrictive controls shall apply.

43.30 Height Control Overlay Zones

Four types of height control overlay zones as described below and in Figure 1 are established for the ~~Pelion Corporate~~ Lexington County Airport District, based on the present runway configuration described in the *Airport Layout Plan*, dated July 1987, and the *Approach and Profile Plan*, dated June 1987. Both plans were prepared by The LPA Group Incorporated.

43.31 Approach Zones

Approach zones are delineated for each of the two runway approaches. The beginning of each approach zone is 500 feet wide and is coincident with and at the same elevation as the respective runway end. Both zones expand outward uniformly to an ultimate width of 2000 feet which is at a distance of 5000 feet measured horizontally from the end of the primary surface. The centerline of each approach zone is the horizontal continuation of the centerline of the respective runway end.

43.32 Transitional Zones

Transitional zones are established adjacent to the sides of the runway and the approach zones, but shall be exclusive of both. These zones shall be 1000 feet wide, measured

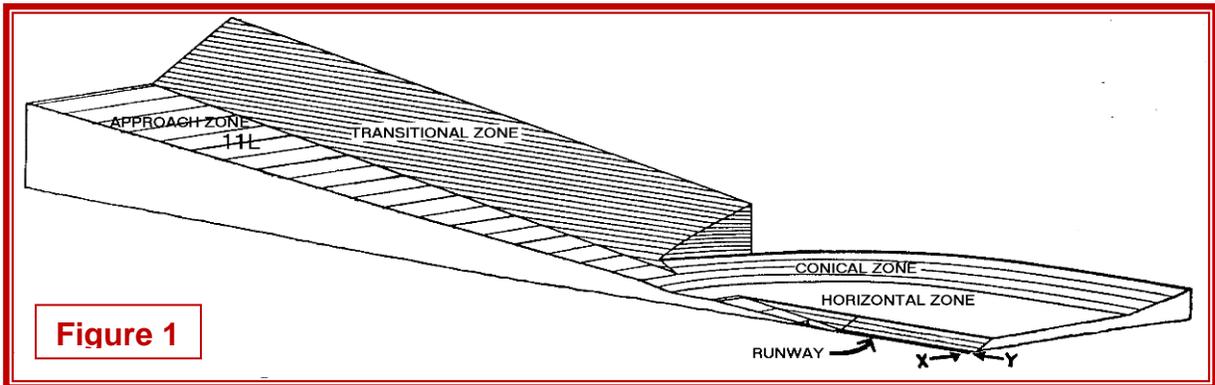
horizontally and perpendicular to the sides of the runway. At the end of the runways the zone shall decrease in width until it intersects the approach zones at the point where the horizontal zone surface is at the same elevation as the approach zone.

43.33 Horizontal Zone

The horizontal zone is established as all the area within 5000 feet, measured horizontally, from any part of the runway surface, exclusive of the transitional and approach zones.

43.34 Conical Zone

The conical zone is established as all the area with 9000 feet, measured horizontally, from any part of the runway surface, exclusive of the transitional, horizontal, and approach zones.



43.35 Height Limits

The maximum height of buildings, other structures, and trees shall be restricted within each height control overlay zone. Where these zones overlap each other, the most restrictive height limitation shall apply. The following are the height limits for the height control overlay zones.

- a. Approach Zones: starting at the end of and at the same elevation as the respective runway ends, measure a slope one foot vertically upward for each 20 feet horizontally outward from the runway end, for the full extent of the approach zones.
- b. Transitional Zones: starting at the side of and at the same elevation as the runway surface, and also starting at any given point on the sides of the approach zones at the same elevation as the approach zone height limit for the given point, measure a slope one foot vertically upward for each seven feet horizontally outward from the runway, for the full extent of the transitional zones.
- c. Horizontal Zone: the height limit for the horizontal zone is 601 feet above mean sea level.
- d. Conical Zone: starting at any given point on the periphery of the horizontal zone and at the same elevation as the horizontal zone height limit, measure a slope one foot vertically upward for each 20 feet horizontally outward from the airport, to the full extent of the conical zone.

43.40 Land Use Overlay Zones

Three land use overlay zones for Runway 35, as depicted in Figure 2, are designated for the Lexington County Airport District. They are the Existing Runway Protection Zone (Existing RPZ), the Ultimate Runway Protection Zone (Ultimate RPZ) and the Building Restriction Line (BRL). No buildings, except facilities required by their function to be located near runways and taxiways, are allowed within the Building Restriction Line and the following activities are not permitted in these designated zones:

<u>BRL</u>	<u>Existing RPZ</u>	<u>Ultimate RPZ</u>
-----	Business Services	Business Services
Churches	Churches	Churches
Community Education	Community Education	Community Education
* Group Assembly	* Group Assembly	* Group Assembly
Group Housing	Group Housing	Group Housing
Hospitals	Hospitals	Hospitals
-----	Limited Child Care	Limited Child Care
-----	Medical Services	Medical Services
Mobile Homes	Mobile Homes	Mobile Homes
Mobile Home Parks	Mobile Home Parks	Mobile Home Parks
Non-Assembly Cultural	Non-Assembly Cultural	Non-Assembly Cultural
Nursing Homes	Nursing Homes	Nursing Homes
-----	Professional Services	Professional Services
-----	Research Services	Research Services
Residential Detached	Residential Detached	Residential Detached
Residential Attached	Residential Attached	Residential Attached
Transient Habitation	Transient Habitation	Transient Habitation

* Outdoor sports facilities and their related accessory activities are allowed in these Overlay Zones; however, this does not include outdoor concert facilities.

43.50 Other Use Restrictions

Notwithstanding any other provisions of this Ordinance, no use may be made of any land or water body within the ~~Pelion Corporate~~ **Lexington County** Airport District in such a manner as to create electrical interference with navigational signals or radio communications between the airport and aircraft, make it difficult for pilots to distinguish between airport lights and others, result in glare in the eyes of pilots using the airport, impair visibility in the vicinity of the airport, or otherwise endanger the landing, takeoff, or maneuvering of aircraft using the airport.

The owner of any existing nonconforming structure or tree shall permit the installation, operation, and maintenance thereon of such markers and lights as shall be deemed necessary for safety. Such markers shall be installed, operated, and maintained at the expense of the owners of the airport.

Lexington County Airport Land Use Overlay Zones

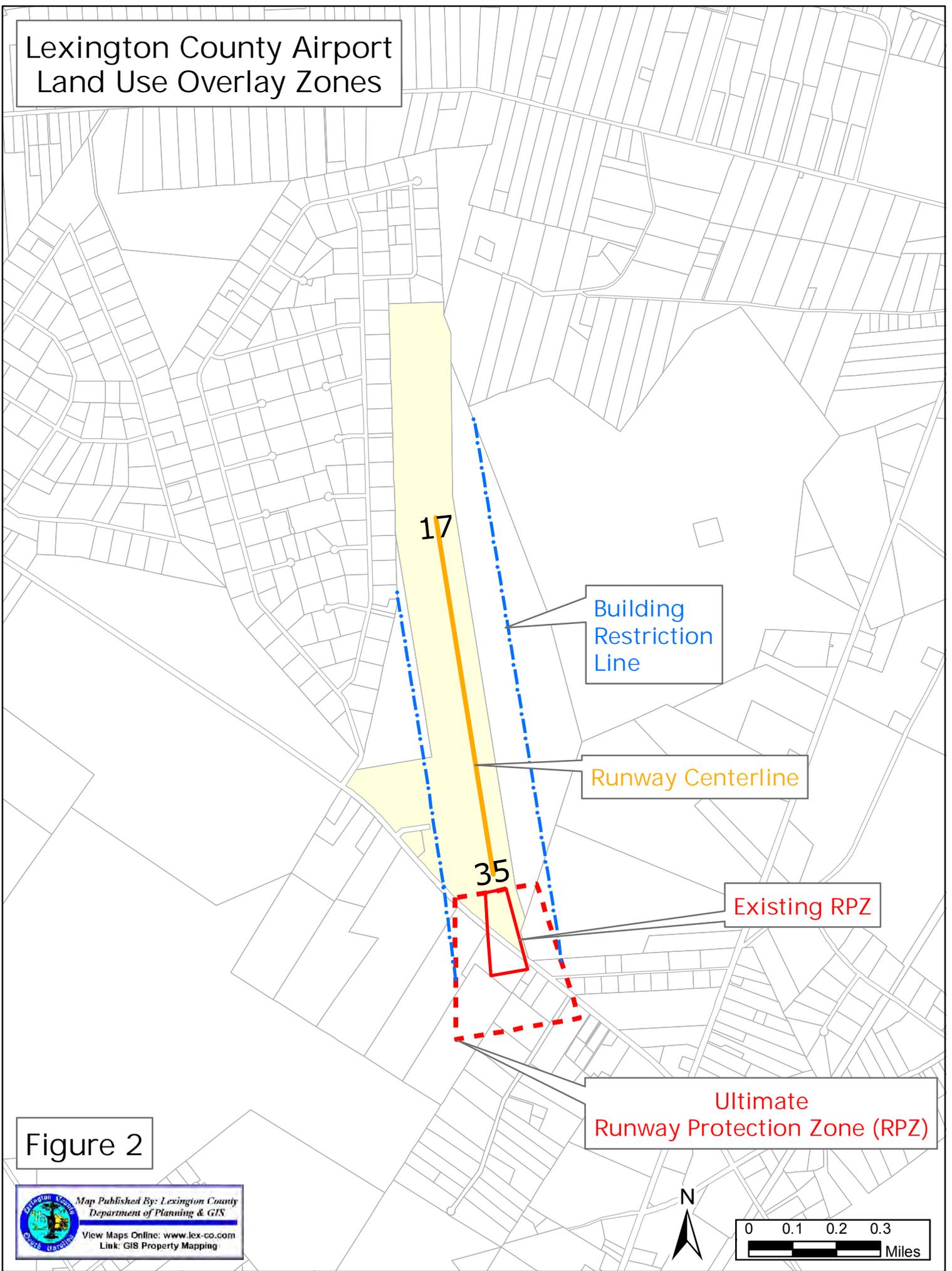
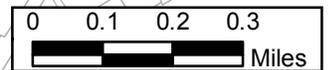


Figure 2



ORDINANCE No. 10-02

AN ORDINANCE AUTHORIZING PURSUANT TO CHAPTER 44 OF TITLE 12, SOUTH CAROLINA CODE OF LAWS, 1976, AS AMENDED, THE EXECUTION AND DELIVERY OF A FEE AGREEMENT BETWEEN LEXINGTON COUNTY, SOUTH CAROLINA AND REPUBLIC NATIONAL DISTRIBUTING COMPANY, LLC; THE ADDITION OF CERTAIN PROPERTY TO THE JOINT COUNTY INDUSTRIAL PARK SO AS TO ENLARGE THE PARK; AND MATTERS RELATING THERETO.

WHEREAS, Lexington County (the “County”), a public body corporate and politic under the laws of the State of South Carolina has, by an Inducement Resolution adopted on January 26, 2010 (the “Resolution”), taken official action to identify the project (as defined below) for purposes of applicable fee-in-lieu of taxes statutes and otherwise;

WHEREAS, the County desires to enter into a fee agreement (the “Fee Agreement”) with **Republic National Distributing Company, LLC** (the “Company”), which shall provide for payments of fees-in-lieu of taxes for a project qualifying under the provisions of Title 12, Chapter 44 of the Code of Laws of South Carolina 1976, as amended (the “Act”);

WHEREAS, the County and the Company desire to enter into a Fee Agreement concerning the expansion of a facility in the County which will consist of certain personal property including all equipment, furnishings and other personal property required by the Company and any and all activities relating thereto (which properties constitute a project under the Act and are referred to herein as the “Project”). The Project is expected to provide significant economic benefits to the County and surrounding areas. In order to induce the Company to locate the Project in the County, the County has agreed to charge a fee-in-lieu of taxes with respect to the Project and otherwise make available to the Company the benefits intended by the Act;

WHEREAS, Lexington County Council (the “County Council”) has caused to be prepared and presented to the County Council the Fee Agreement between the County and the Company, which the County shall execute and deliver;

WHEREAS, as further inducement to the Company, the County will utilize an existing Multi-County Industrial Park which will include the site of the Company’s property that is subject to the fee-in-lieu of tax agreement (the “MCIP”) under the provisions of Article VIII, Section 13 of the Constitution of the State of South Carolina of 1895, as amended (the “State Constitution”), and Section 4-1-170 of the Code of Laws of South Carolina, 1976, as amended (collectively, the “MCIP Law”); and whereas Ordinance 95-12, as subsequently amended, entered into an Agreement for development of a joint park with Calhoun County (the “Park”)’ and whereas, pursuant to Section 3 of the Park Agreement allowed for the Park to be subsequently enlarged; and

WHEREAS, it appears that the documents above referred to are appropriate instruments to be executed and delivered or approved by the County for the purposes intended;

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

Section 1. Pursuant to the Act and particularly Section 12-44-40(H) and (I) thereof, the County Council has made and hereby makes the following findings:

(a) The Project constitutes a “project” as said term is referred to and defined in Section 12-44-30 of the Act;

(b) It is anticipated that the Project will benefit the general public welfare of the County by providing services, employment and other public benefits not otherwise adequately provided locally;

(c) The purposes to be accomplished by the Project are proper governmental and public purposes;

(d) It is anticipated that the cost of planning, designing, acquiring, constructing and completing the Project will require a total investment of real estate and improvements of \$11,850, 000 as more fully set forth in the Fee agreement.

(e) The benefits of the Project to the public are greater than the costs to the public;

(f) Neither the Project nor any documents or agreements entered into by the County in connection therewith will give rise to any pecuniary liability of the County or incorporated municipality or to any charge against its general credit or taxing power; and

(g) Having evaluated the purposes to be accomplished by the Project as proper governmental and public purposes, the anticipated dollar amount and nature of the investment to be made, and the anticipated costs and benefits to the County, the County has determined that the Project is properly classified as economic development property.

Section 2. In order to promote industry, develop trade and utilize the manpower, agricultural products and natural resources of the State, the form, terms and provisions of the Fee Agreement which shall be executed and filed with the Clerk to County Council which comply with the terms of the aforementioned Inducement Resolution are hereby approved and all of the terms, provisions and conditions thereof are hereby incorporated herein by reference as if the Fee Agreement was set out in this Ordinance in its entirety. The Chair of County Council and the Clerk to County Council be and they are hereby authorized, empowered and directed to execute, acknowledge and deliver the Fee Agreement to the Company.

Section 3. The Chair of County Council and the Clerk to County Council, for and on behalf of the County, are hereby each authorized and directed to do any and all things necessary to effect the execution and delivery of the Fee Agreement in a form substantially identical to the terms contemplated herein and the performance of all obligations of the County under and pursuant to the Fee Agreement.

Section 4. The park Agreement is hereby amended to include the property set forth herein as part of the Fee in Lieu of Tax and attached hereto as Exhibit A

Section 5. The consummation of all transactions contemplated by the Fee Agreement and a multi-county industrial park agreement are hereby approved.

Section 6. This Ordinance shall be construed and interpreted in accordance with the laws of the State of South Carolina.

Section 7. 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 8. All orders, resolutions, ordinances and parts thereof in conflict herewith 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.

DONE, RATIFIED AND ADOPTED this _____ day of _____, 2010.

LEXINGTON COUNTY, SOUTH CAROLINA

James E. Kinard, Jr.
Chair of Lexington County Council

ATTEST:

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

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

EXHIBIT A

All that certain piece, parcel or tract of land lying, situate and being in the County of Lexington, State of South Carolina, and having the following metes and bounds, to wit:

Commencing at the centerline intersection of Sandhills Parkway and Foster Brothers Drive; thence turning and running S 45°38'24" W for a distance of 65.18 feet to a 5/8" rebar and cap iron pin set on the western right-of-way of Foster Brothers Drive, said iron pin set being the Point of Beginning; thence turning and running along said western right-of-way of Foster Brothers Drive the following three courses: 1) S33°28'51"E for a distance of 28.11 feet to a 5/8" rebar and cap iron pin set; 2) along a curve to the right having a radius of 30.50 feet, a length of 47.97 feet, and being subtended by a chord bearing S78°19'08"E for a distance of 43.17 feet to a 1/2" rebar iron pin found; 3) S33°28'51"E for a distance of 571.52 feet to a 5/8" rebar and cap iron pin set at lands now or formerly of Foster Brothers Dixiana Sand Company; thence turning and running along lands now or formerly of Foster Brothers Dixiana Sand Company S79°08'51"W for a distance of 1,142.64 feet to a 5/8" rebar and cap iron pin set at lands now or formerly of Midway Logistics I, LLC; thence turning and running along lands now or formerly of Midway Logistics I, LLC, N11°17'37"W for a distance of 570.02 feet to a 5/8" rebar and cap iron pin set at lands now or formerly of Foster Brothers Dixiana Sand Company; thence turning and running along lands now or formerly of Foster Brothers Dixiana Sand Company N79°08'51"E for a distance of 876.39 feet to the place and Point of Beginning; said parcel containing 13.406 acres, all measurements being a little more or less.

A portion of TMS 007997-04-001, 007997-04-002, 005898-02-048

FEE AGREEMENT
BETWEEN LEXINGTON COUNTY, SOUTH CAROLINA
AND
RNDC SOUTH CAROLINA, LLC
AND
RNDC SOUTH CAROLINA RE HOLDINGS, LLC
DATED AS OF
_____ , 2010

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FEE AGREEMENT

THIS FEE AGREEMENT (“Fee Agreement”) is made and entered into as of _____, 2010, by and between **LEXINGTON COUNTY, SOUTH CAROLINA** (the “County”), a body politic and corporate and a political subdivision of the State of South Carolina, acting by and through its County Council (the “County Council”) as governing body of the County, and **RNDC SOUTH CAROLINA, LLC** (“RNDCSC”), a Delaware limited liability company, and **RNDC SOUTH CAROLINA RE HOLDINGS, LLC** (“RE Holdings”), a South Carolina limited liability company (RNDCSC and RE Holdings collectively the “Sponsors”).

WITNESSETH:

WHEREAS, the County is authorized by Title 12, Chapter 44, Code of Laws of South Carolina, 1976, as amended (the “Act”), to enter into a Fee Agreement with companies meeting the requirements of such Act which identifies certain property of such companies as economic development property to induce such companies to locate in the State and to encourage companies now located in the State to expand their investments and thus make use of and employ manpower and other resources of the State;

WHEREAS, pursuant to the Act, the County finds that (a) it is anticipated that the Project (as defined herein) will benefit the general public welfare of the County by providing services, employment and other public benefits not otherwise adequately provided locally; (b) neither the Project nor any documents or agreements entered into by the County in connection therewith will give rise to any pecuniary liability of the County or incorporated municipality or to any 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;

WHEREAS, pursuant to an Inducement Resolution dated January 26, 2010 (the “Inducement Resolution”) the County committed to enter into a fee agreement with the Sponsors which shall provide for payments of fees-in-lieu of taxes for a project qualifying under the Act using an assessment ratio of 6%, a fixed millage rate of 290.184 for 20 years, and to take such action as is required to place the Project in a multi-county industrial park, provided the Sponsors invest a total of \$11,850,000.00 in the Project during the Investment Period (as defined herein); and

WHEREAS, pursuant to an Ordinance adopted on February 23, 2010 (the “Ordinance”), as an inducement to the Sponsors to develop the Project, the County Council authorized the County to enter into a Fee Agreement and to include the property comprising the Project in a Multi-County Industrial Park subject to the terms and conditions hereof.

NOW, THEREFORE, FOR AND IN CONSIDERATION of the respective representations and agreements hereinafter contained and other value, the parties hereto agree as follows:

ARTICLE I

RECAPITULATION AND DEFINITIONS

SECTION 1.1. *Statutorily Required Recapitulation.* Pursuant to Section 12-44-55(B), the County and the Sponsors agree to waive the recapitulation requirements of Section 12-44-55. If either or both of the Sponsors should be required to retroactively comply with the recapitulation requirements of Section 12-44-55, then the County agrees to waive all penalties and fees of the County for the Sponsors' noncompliance.

SECTION 1.2. *Rules of Construction; use of Defined Terms.* Unless the context clearly indicates otherwise, in this Fee Agreement words and terms defined in Section 1.3 hereof are used with the meanings ascribed thereto. The definition of any document shall include any amendments to that document, unless the context clearly indicates otherwise.

From time to time herein, reference is made to the term taxes or *ad valorem* taxes. All or portions of the Project will be located in a Multi-County Industrial Park and are exempt from *ad valorem* taxation under and by virtue of the provisions of Paragraph D of Section 13 of Article VIII of the S.C. Constitution (the "MCIP Provision"). With respect to facilities located in a Multi-County Industrial Park, references to taxes or *ad valorem* taxes means the payments-in-lieu-of-taxes provided for in the MCIP Provision, and, where this Fee Agreement refers to payments of taxes or Payments-in-Lieu-of-Taxes to County Treasurers, such references shall be construed to mean the payments to the counties participating in such a Multi-County Industrial Park.

SECTION 1.3. *Definitions.*

"Act" means Title 12 Chapter 44, Code of Laws of South Carolina 1976, as in effect on the date hereof and, to the extent such amendments are specifically made applicable to this Fee Agreement or the Project, as the same may be amended from time to time; provided that if any such amendment shall be applicable only at the option of the County or the Sponsors, then such amendment shall only be applicable with the consent or at the request of the Sponsors.

"Applicable Governmental Body" means each governmental entity within the State having jurisdiction over or the right to approve or disapprove any or all of the Documents.

"Chair" means the Chair of County Council (or the person or persons authorized to perform the duties thereof in the absence of the Chair).

"Clerk" means the Clerk of County Council (or the person or persons authorized to perform the duties thereof in the absence of the Clerk).

"Commencement Date" means the last day of the property tax year when Project property is first placed in service, except that this date must not be later than the last day of the property tax year which is three years from the year in which the County and the Sponsors have entered into this Agreement.

“County Council” means the County Council of the County.

“County” means **Lexington County, South Carolina**, and its successors and assigns.

“Documents” means the Ordinance, this Fee Agreement and the Multi-County Industrial and Business Park Agreement.

“DOR” means the South Carolina Department of Revenue and any successor thereto.

“Equipment” means all machinery, apparatus, equipment, fixtures, office facilities, furnishings and other personal property to the extent such property becomes a part of the Project under this Fee Agreement.

“Event of Default” means any Event of Default specified in Section 9.1 of this Fee Agreement.

“Fee Agreement” means this Fee Agreement dated as of _____, 2010, between the County and the Sponsors.

“Fee Term” means the duration of this Fee Agreement with respect to each Stage of the Project as specified in Section 5.3 hereof.

“Inducement Resolution” means the Resolution of the County Council adopted on January 26, 2010, committing the County to attempt to negotiate the Fee Agreement.

“Investment Period” shall mean the period beginning with the first day that economic development property is purchased or acquired and ending on the last day of the fifth property tax year following the Commencement Date, subject to an extension for such period as provided in Section 3.2(b) hereof.

“Multi-County Industrial and Business Park” means an industrial and business park established for inclusion of the Project pursuant to the Multi-County Industrial and Business Park Agreement pursuant to Section 4-1-170 of the Code of Laws of South Carolina 1976, as amended, and Article VIII, Section 13, paragraph D of the Constitution of South Carolina.

“Multi-County Industrial and Business Park Agreement” means the Multi-County Industrial and Business Park Agreement dated December 11, 1995 and all amendments thereto between the County and Calhoun County, South Carolina.

“Ordinance” means the Ordinance adopted by the County on February 23, 2010, authorizing this Fee Agreement.

“Payments-in-Lieu-of-Taxes” means the payments to be made by the Sponsors pursuant to Section 5.1 of this Agreement.

“Project” means the Equipment improvements and Real Property together with the acquisition, construction, installation, design and engineering thereof which is eligible for

inclusion as economic development property under the Act and become subject to this Fee Agreement. The parties agree that Project property shall consist of such property so properly identified by the Sponsor(s) in connection with its annual filing with the DOR of a SCDOR PT-300, or such comparable form, and with such schedules as the DOR may provide in connection with projects subject to the Act (as such filing may be amended or supplemented from time to time) for each year within the Investment Period.

“Real Property” means the land identified on Exhibit A, together with all and singular rights, members, hereditaments and appurtenances belonging or in any way incident or appertaining thereto to the extent such become a part of the Project under this Fee Agreement and to the extent improvements qualifying for the project are located on land whether or not the land qualifies for inclusion in the Project; all Improvements now or hereafter situated thereon; and all fixtures now or hereafter attached thereto, to the extent such improvements and fixtures become part of the Project under this Fee Agreement.

“Replacement Property” means any property acquired or constructed after the Investment Period as a replacement for any property theretofore forming a part of the Project and disposed of, or deemed disposed of, as provided in Section 5.2 hereof.

“Sponsors” means **RNDC South Carolina, LLC** and **RNDC South Carolina RE Holdings, LLC** and all entities participating in the investment in the Project whether through ownership, lease, lease-purchase or otherwise and which are or have subsequent to the date hereof become a party to this Fee Agreement, including, but not limited to, sponsor affiliates (as defined in the Act), and all successors and assigns of such entities. Any entity that shall participate as a Sponsor, must execute this Fee Agreement or an amendment thereto pursuant to the Act.

“Sponsor(s)” means one or more Sponsors.

“Stage” in respect of the Project means the year within which Project property, if any, is placed in service during each year of the Investment Period.

“State” means the State of South Carolina.

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

ARTICLE II

LIMITATION OF LIABILITY; INDUCEMENT

SECTION 2.1 *Limitation of Liability.* Any obligation which the County may incur for the payment of money as a result of the transactions described in the Documents shall never constitute an indebtedness of the County within the meaning of any State constitutional provision or statutory limitation and shall never create a pecuniary liability of the County or a charge upon

its general credit or against its taxing powers but shall be payable solely out of the funds received by it under the Documents.

SECTION 2.2. *Inducement.* The County and the Sponsors acknowledge that pursuant to the Act, upon execution of this Fee Agreement, no part of the Project will be subject to *ad valorem* property taxation in the State, and that this factor, among others, has induced the Sponsors to enter into this Fee Agreement.

ARTICLE III

REPRESENTATIONS, WARRANTIES AND COVENANTS

SECTION 3.1 *Representations and Warranties of the County.* The County makes the following representations and warranties to the Sponsors and covenants with the Sponsors as follows:

(a) The County is a body politic and corporate and a political subdivision of the State and is authorized and empowered by the Act to execute the Documents to which it is a party and to fulfill its obligations described in the Documents. By proper action, the County Council has duly authorized the execution and delivery of the Documents to which the County is a party and has taken all such action as is necessary to permit the County to enter into and fully perform the transactions required of it under the Documents.

(b) Neither the execution and delivery of the Documents, nor the consummation and performance of the transactions described in the Documents, violate, conflict with or will result in a breach of any of the material terms, conditions or provisions of any agreement, restriction, law, rule, order or regulation to which the County is now a party or by which it is bound.

(c) There is no action, suit, proceeding, inquiry or investigation at law or in equity before or by any judicial or administrative court or agency, public board or body, pending or threatened, against or affecting the County, wherein an unfavorable decision, ruling or finding may or would materially affect the County's obligations hereunder or the consummation of the transactions described in the Documents.

(d) Neither the existence of the County nor the rights of any members of County Council to their offices is being contested and none of the proceedings taken to authorize the execution, delivery and performance of such of the Documents as require execution, delivery and performance by the County has been repealed, revoked, amended or rescinded.

(e) All consents, authorizations and approvals required on the part of the County, State and all other Applicable Governmental Bodies in connection with the execution, delivery and performance by the County of such of the Documents as require execution, delivery and performance by the County have been obtained and remain in full force and effect as of the date hereof or will be obtained.

(f) The Project constitutes a "project" within the meaning of the Act.

(g) By due corporate action, the County has agreed that, subject to compliance with applicable laws, each item of property comprising the Project shall be considered economic development property under the Act.

(h) The Documents to which the County is a party are (or, when executed, will be) legal, valid and binding obligations of the County enforceable against the County under present law in accordance with their respective terms, except as such terms may be limited by laws affecting creditors' rights generally.

SECTION 3.2. *Covenants by the County.* The County covenants with the Sponsors as follows:

(a) The County agrees to do all things deemed reasonably necessary as requested by the Sponsor(s) in writing in connection with the Project including but not limited to the execution, delivery and performance of its obligations in the Documents and in accordance with the Act, all for the purposes of promoting industrial development, developing trade, and utilizing and employing the manpower and natural resources of the County and the State. Except as reasonably believed to be required by the County in the performance of its duties under statute or law, the County will take no action with respect to the Project unless authorized or requested to do so by the Sponsor(s).

(b) Upon receipt of written request from the Sponsor(s), the County agrees to consider any request the Sponsor(s) may make for an extension of the Investment Period in accordance with and up to the limits permitted under Section 12-44-30(13) of the Act. Such extension may be provided by a resolution of County Council. Upon the granting of any such extension, the County agrees to cooperate with the Sponsor(s) by filing with the DOR a copy of such extension within 30 days of the date of execution thereof by the County.

SECTION 3.3. *Representations and Warranties of the Sponsors.* The Sponsors make the following representations and warranties to the County:

(a) RNDCSC is a limited liability company duly organized and validly existing under the laws of the State of Delaware and RE Holdings is a limited liability company duly organized and validly existing under the laws of the State. The Sponsors have full corporate power to execute the Documents to which they are a party and to fulfill their obligations described in the Documents and, by proper corporate action, have authorized the execution and delivery of the Documents to which they are a party.

(b) To the best of Sponsors' knowledge, neither the execution and delivery of the Documents to which the Sponsors are a party, nor the consummation and performance of the transactions described in the Documents violate, conflict with, or will result in a material breach of any of the material terms, conditions or provisions of any agreement, restriction, law, rule, order or regulation to which the Sponsors are now a party or by which they are bound.

(c) To the best of Sponsors' knowledge, there is no action, suit, proceeding, inquiry or investigation at law or in equity before or by any judicial or administrative court or agency, public board or body, pending or threatened, against or affecting the Sponsors wherein an

unfavorable decision, ruling or finding would adversely affect the Sponsors or the consummation of the transactions described in the Documents.

(d) All consents, authorizations and approvals required on the part of the Sponsors in connection with the Documents and the transactions contemplated thereby and the acquisition, construction and installation of the Project have been obtained and remain in full force and effect or will be obtained.

(e) The Documents to which the Sponsors are a party are (or, when executed, will be) legal, valid and binding obligations of the Sponsors enforceable against the Sponsors in accordance with their respective terms, except as such terms may be limited by laws affecting creditors' rights generally.

(f) In accordance with and as required by Section 12-44-40(F) of the Act, the Sponsors commit to the Project with a cumulative minimum investment of **\$11,850,000.00** which is intended to be made up of **\$7,150,000.00** in real estate and improvements and **\$4,700,000.00** in equipment.

(g) The Sponsors will pay all reasonable costs of the County, including attorneys' fees, incurred in connection with the authorization, execution and delivery of this Fee Agreement.

ARTICLE IV

COMMENCEMENT AND COMPLETION OF THE PROJECT

SECTION 4.1. *The Project.*

(a) The Sponsors have acquired, constructed and/or installed or made plans for the acquisition, construction and/or installation of certain machinery, equipment, and other personal property and real property which comprise the Project.

(b) Pursuant to the Act, the Sponsors and the County hereby agree that the property comprising the Project shall be economic development property as defined under the Act, so long as such property meets the requirements of the Act.

(c) Notwithstanding any other provision of this Fee Agreement, the Sponsor(s) may place personal property into service at any time under this Fee Agreement.

SECTION 4.2. *Diligent Completion.* The Sponsors agree to use its reasonable efforts to cause the acquisition, construction and installation of the Project to be completed; however, notwithstanding anything contained in this Fee Agreement to the contrary, the Sponsor(s) shall not be obligated to complete the acquisition of the Project and may terminate this Agreement with respect to all or portion of the Project as set forth in Article X herein.

SECTION 4.3. *Modifications to Project.* The Sponsor(s) may make or cause to be made from time to time any additions, modifications or improvements to the Project that they may deem desirable for their business purposes.

ARTICLE V

PAYMENTS-IN-LIEU-OF-TAXES; DISPOSITION OF PAYMENTS-IN-LIEU-OF-TAXES

SECTION 5.1. *Payments-in-Lieu-of-Taxes.* The parties acknowledge that under Article I, Section 3 of the South Carolina Constitution, the Project is exempt from *ad valorem* property taxes assuming a Fee Agreement is signed. However, the Sponsor(s) shall be required to make the Payments-in-Lieu-of-Taxes with respect to the Project as provided in this Section 5.1. In accordance with the Act, and unless this Fee Agreement is sooner terminated, the Sponsor(s) shall make annual Payments-in-Lieu-of-Taxes with respect to the Project, said payments being due and payable and subject to penalty assessments in the manner prescribed by the Act. Such amounts shall be calculated and payable as follows:

(a) The Sponsor(s) have agreed to make annual Payments-in-Lieu-of-Taxes with respect to the Project in an amount equal to the property taxes that would be due with respect to such property, if it were taxable, but using an assessment ratio of **6.0%** and a millage rate of **290.184**.

Subject in all events to the provisions of the Act, the fair market value estimate determined by the DOR will be as follows:

- (i) for real property, using the original income tax basis for South Carolina income tax purposes without regard to depreciation; provided, however, if real property is constructed for the fee or is purchased in an arm's length transaction, fair market value equals the original income tax basis; otherwise, the DOR will determine fair market value by appraisal; and
- (ii) for personal property, using the original income tax basis for South Carolina income tax purposes less depreciation allowable for property tax purposes, except that the Sponsor(s) are not entitled to extraordinary obsolescence.

(b) The Payments-in-Lieu-of-Taxes must be made on the basis that the Project property, if it were otherwise subject to *ad valorem* property taxes, would be allowed all applicable exemptions from those taxes, except for the exemptions allowed under Section 3(g) of Article X of the South Carolina Constitution and Section 12-37-220(B)(32) and (34) of the Code of Laws of South Carolina, as amended.

(c) The Sponsor(s) shall make Payments-in-Lieu-of-Taxes for each year during the term hereof beginning with the tax year following the year Project property is first placed in service. The Payments-in-Lieu-of-Taxes shall be made to the County Treasurer on the due dates which would otherwise be applicable for *ad valorem* property taxes for the Project, with the first

payment being due on the first date following the delivery of this Fee Agreement when, but for this Fee Agreement, such taxes would have been paid with respect to the Project.

(d) Any property placed in service as part of the Project during the Investment Period shall be included in the calculation of payments pursuant to paragraphs (a), (b) and (c), above, for a period not exceeding 20 years following the year in which such property was placed in service. Replacement Property shall be included (using its income tax basis) in the calculation of payments pursuant to paragraphs (a), (b) and (c), above, but only up to the original income tax basis of property which is being disposed of in the same property tax year. Replacement Property shall be deemed to replace the oldest property subject to the fee which is disposed of in the same property tax year that the Replacement Property is placed in service. More than one piece of Replacement Property can replace a single piece of property. Replacement Property does not have to serve the same function as the property it is replacing. To the extent that the income tax basis of the Replacement Property exceeds the original income tax basis of the property which it is replacing, the portion of such property allocable to the excess amount shall be subject to annual payments calculated as if the exemption for economic development property under the Act were not allowed. Replacement Property is entitled to the fee payment pursuant to this Section 5.1 for the period of time remaining on the 20-year fee period for the property which it is replacing.

SECTION 5.2. *Disposal of Property; Replacement Property.*

(a) In any instance where the Sponsor(s) in its/their sole discretion determines that any item or items of property included in the Project have become, in whole or in part, inadequate, obsolete, worn out, unsuitable, undesirable or unnecessary, the Sponsor(s) may remove such item (or such portion thereof as the Sponsor(s) shall determine) or items and sell, trade in, exchange or otherwise dispose of it or them (as a whole or in part) without any responsibility or accountability to the County therefor. The loss or removal from the Project of any property, or any portion thereof, as a result of fire or other casualty or by virtue of the exercise or threat of the power of condemnation or eminent domain shall be deemed to be a disposal of such property, or portion thereof, pursuant to this Section 5.2. Subject to the provisions of Section 5.1(d) and this Section 5.2 with respect to Replacement Property, the Payments-in-Lieu-of-Taxes required by Section 5 hereof shall be reduced by the amount thereof applicable to any property included in the Project, or part thereof, disposed of, or deemed disposed of, pursuant to this Section 5.2. In the event that such disposal (without replacement) reduces the Sponsors' gross investment below the minimum investment pursuant to Section 5.4, then the Project shall revert to *ad valorem* taxation and this agreement shall terminate pursuant to Section 12-44-140 of the Act.

(b) The Sponsor(s) may, in its/their sole discretion, replace, renew or acquire and/or install other property in substitution for, any or all property or portions thereof disposed of, or deemed disposed of, pursuant to Section 5.2(a) hereof. Any such property may, but need not, serve the same function, or be of the same utility or value, as the property being replaced. Absent a written election to the contrary made at the time of filing the first property tax return that would apply to such property, such property shall be treated as Replacement Property.

SECTION 5.3. *Fee Term.* The applicable term of this Fee Agreement shall be measured for each Stage beginning from the last day of the property tax year in which the Project is placed in service in that Stage through the last day of the property tax year which is the nineteenth year following such year; provided, that the maximum term of this Fee Agreement shall not be more than 20 years from the end of the last year of the Investment Period. This Fee Agreement shall terminate with respect to the Project or any Stage or part thereof upon the earlier to occur of (a) payment of the final installment of Payments-in-Lieu-of-Taxes pursuant to Section 5.1 hereof, or (b) exercise by the Sponsor(s) of its/their option to terminate pursuant to Section 10.1 hereof.

SECTION 5.4. *Minimum Investment; Failure to Maintain Minimum Investment.*

(a) The Sponsors shall invest a cumulative minimum investment of **\$11,850,000.00** (without regard to depreciation) in the Project by the end of the Investment Period and any extensions granted pursuant to Section 3.2(b) of this Agreement.

(b) In the event Sponsor(s) fail to reach or maintain the cumulative minimum investment of \$11,850,000.00 (without regard to depreciation) during the Investment Period and any extensions, and provided that at such time RND CSC does not individually have an investment level of \$4,700,000.00, then this Fee Agreement shall terminate with respect to RND CSC (but not any other Sponsor) and RND CSC shall pay the County an additional amount equal (if any) to RND CSC's total savings from the time the first Payments-in-Lieu-of-Taxes was made to that point (that is, the difference between the fee amount paid by RND CSC and the amount which would have been otherwise due in case of normal property taxes with all applicable exemptions). In no event shall this Fee Agreement terminate with respect to RND CSC as long as RND CSC individually maintains a minimum investment of \$4,700,000.00 (without regard to depreciation) during the Investment Period and any extensions.

(c) In the event Sponsor(s) fail to reach or maintain the cumulative minimum investment of \$11,850,000.00 (without regard to depreciation) during the Investment Period and any extensions, and provided that at such time RE Holdings does not individually have an investment level of \$7,150,000.00, then this Fee Agreement shall terminate with respect to RE Holdings (but not any other Sponsor) and RE Holdings shall pay the County an additional amount equal (if any) to RE Holdings's total savings from the time the first Payments-in-Lieu-of-Taxes was made to that point (that is, the difference between the fee amount paid by RE Holdings and the amount which would have been otherwise due in case of normal property taxes with all applicable exemptions). In no event shall this Fee Agreement terminate with respect to RE Holdings as long as RE Holdings individually maintains a minimum investment of \$7,150,000.00 (without regard to depreciation) during the Investment Period and any extensions.

SECTION 5.5. *Multi-County Industrial and Business Park.* The County has agreed, with the appropriate consent of Lexington County Council and Calhoun County Council, to amend an existing multi-county industrial and business park agreement (the "Multi-County Industrial and Business Park Agreement") to include the Sponsors' facility in such Multi-County Industrial and Business Park between the County and the County of Calhoun, pursuant to Section 13 of Article VIII of the South Carolina Constitution and Section 4-1-170, Code of Laws

of South Carolina 1976, as amended, and to undertake and execute those procedures, instruments, ordinances, resolutions and documents as may be reasonably required to accomplish same.

ARTICLE VI

PROPERTY TAX EXEMPTION AND ABATEMENT

SECTION 6.1. *Protection of Tax Exempt Status of the Project.* In order to insure that the Project is not and will not become subject to *ad valorem* property taxes under the laws of the State of South Carolina or any political subdivision thereof, the County and the Sponsors covenant that:

(a) all rights and privileges granted to either party under this Fee Agreement or any other Documents shall be exercised so that if any conflict between this Section and any other provision in any document shall arise, then in that case, this Section shall control;

(b) the County and the Sponsors have not knowingly committed or permitted and will not knowingly commit or permit (as to any act over which either has control) any act which would cause the Project to be subject to *ad valorem* property taxes by the County or political subdivision of the State of South Carolina in which any part of the Project is located; and

(c) the Sponsors will maintain the identity of the Project as a “project” in accordance with the Act.

ARTICLE VII

EFFECTIVE DATE

SECTION 7.1. *Effective Date.* This Fee Agreement shall become effective as of the date first written above.

ARTICLE VIII

SPECIAL COVENANTS

SECTION 8.1. *Indemnification Covenants*

(a) The Sponsors shall and agree to hold the County and its County Council members, officers, agents and employees harmless from all pecuniary liability in connection with those reasons set forth in (i) or (ii) of Section 8.1(b) and to reimburse them for all reasonable expenses to which any of them might be subject due to the approval and entering into of the documents or the fulfillment of their obligations under this Fee Agreement in the implementation of its terms and provisions.

(b) Notwithstanding the fact that it is the intention of the parties that neither the County nor any of its members, officers, agents and employees shall incur any pecuniary liability to any

third-party (i) by reason of the terms of this Fee Agreement or the undertakings of the County required hereunder, or (ii) by reason of the performance of any act in connection with the entering into and performance of the transactions described in the Documents, if the County or any of its members, officers, agents or employees should incur any such pecuniary liability, then, in that event the Sponsor(s) shall indemnify and hold harmless the County and its members, officers, agents and employees against all pecuniary claims by or on behalf of any person, firm or company, arising out of the same, and all costs and expenses incurred in connection with any such claim, and upon notice from the County, the Sponsor(s) at its/their own expense shall defend the County and its officers, agents and employees in any such action or proceeding.

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

SECTION 8.2. *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(s), 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.

ARTICLE IX

EVENT OF DEFAULT AND REMEDIES

SECTION 9.1. *Events of Default Defined.* The occurrence of any one or more of the following events shall be an “Event of Default” under this Fee Agreement:

(a) If the Sponsor(s) shall fail to make any Payment-in-Lieu-of-Taxes or any other amount required under this Fee Agreement and such failure shall continue for 30 days after receiving written notice of default from the County; or

(b) If the Sponsor(s) or the County shall fail to observe or perform any covenant, condition or agreement required herein to be observed or performed by the Sponsor(s) or the County (other than as referred to in Section 9.1(a) hereof), and such failure shall continue for a period of 30 days after written notice of default has been given to the Sponsor(s) by the County or to the County by the Sponsor(s); provided if by reason of “force majeure,” as hereinafter defined, the Sponsor(s) or the County is unable in whole or in part to carry out any such covenant, condition or agreement or if it takes longer than 30 days to cure such default and the Sponsor(s) or the County is diligently attempting to cure such default, there shall be no Event of Default during such inability. The term “force majeure” as used herein shall mean circumstances not reasonably within the control of the parties, such as without limitation, acts of God, strikes, lockouts or other industrial disturbances; war; acts of public enemies; mobilization or military conscription on a large scale; order of any kind of the government of the United States or any State, or any civil or military authority other than the County Council; insurrections; riots; landslides; earthquakes; fires; lightning; storms; droughts; floods; requisitions, confiscation, or commandeering of property; fuel restrictions; general shortages of transport, goods, or energy; or

(c) If any material representation or warranty on the part of the Sponsor(s) or the County made in the Documents, or in any report, certificate, financial or other statement furnished in connection with the Documents or the transactions described in the Documents shall have been false or misleading in any material respect.

SECTION 9.2. Remedies on Default. Whenever any Event of Default shall have happened and be subsisting the County may take whatever action at law or in equity may appear legally required or necessary or desirable to collect the payments and other amounts then due or to enforce performance and observance of any obligation, agreement or covenant of the Sponsor(s), under the Documents. Although the parties acknowledge that the Project is exempt from *ad valorem* property taxes, the County and any other taxing entity affected thereby may, without limiting the generality of the foregoing, exercise the remedies provided by general law (Title 12, Chapter 49 and Title 12, Chapter 51) and any Act relating to the enforced collection of taxes.

SECTION 9.3. No Additional Waiver Implied by One Waiver. In the event any warranty, covenant or agreement contained in this Fee Agreement should be breached by the Sponsor(s) or the County and thereafter waived by the other party to this Fee Agreement, such waiver shall be limited to the particular breach so waived and shall not be deemed to waive any other breach.

ARTICLE X

OPTION OF THE SPONSOR(S)

SECTION 10.1. Option to Terminate. From time to time (including without limitation any time during which there may be subsisting an Event of Default) and at any time upon at least 30 days notice, the Sponsor(s) may terminate this Fee Agreement with respect to the entire Project or any portion thereof. Upon termination of all or part of this Fee Agreement, the Sponsor(s) will become liable for *ad valorem* property taxes on the Project or such portion thereof beginning with the property tax year following such termination.

ARTICLE XI

MISCELLANEOUS

SECTION 11.1. Notices. All notices, approvals, consents, requests and other communications hereunder shall be in writing and may be delivered personally, or may be sent by facsimile or certified mail, return receipt requested, to the following addresses, unless the parties are subsequently notified of any change of address in accordance with this Section 11.1:

If to Sponsors: RNDC South Carolina, LLC
(title) _____
(address) _____

Facsimile: _____

RNDC South Carolina RE Holdings, LLC

(title) _____

(address) _____

Facsimile: _____

With A Copy To: Lanneau W. Lambert, Jr., Esquire
Turner, Padget, Graham & Laney, PA
Post Office Box 1473
Columbia, South Carolina 29202
Facsimile: (803) 799-3957

If to the County: Lexington County Council, South Carolina
212 South Lake Drive
Lexington, SC 29072
Attention: Clerk to Council
Facsimile: 803-785-8101

With A Copy To: Jeffrey M. Anderson
Nicholson Davis Frawley Anderson & Ayer
140 E. Main Street
P.O. Box 489
Lexington, SC 29071-0489
Facsimile: 803-359-7478

Any notice shall be deemed to have been received as follows: (1) by personal delivery, upon receipt; (2) by facsimile, 24 hours after confirmed transmission or dispatch; and (3) by certified mail, 3 business days after delivery to the U.S. Postal authorities by the party serving notice.

SECTION 11.2. *Binding Effect.* This Fee Agreement shall inure to the benefit of and shall be binding upon the County and the Sponsors and their respective successors and assigns.

SECTION 11.3. *Invalidity and Severability.* In the event that the Act or the Payments-in-Lieu-of-Taxes arrangement described in Section 5.1 hereof is determined to be invalid in its entirety, the parties hereby agree that except as the final judicial decision may otherwise require, the Sponsors shall be entitled to retain any benefits received under or pursuant to this Fee Agreement; otherwise, in the event any provision of this Fee Agreement shall be held invalid or unenforceable by any court of competent jurisdiction, that decision shall not invalidate or render unenforceable any other provision of this Fee Agreement, unless that decision destroys the basis for the transaction, in which event the parties shall in good faith attempt to preserve, to the maximum extent possible, the benefits provided and to be provided to the Sponsors hereunder by

either restructuring or reconstituting this Fee Agreement under any then applicable law, including but not limited to Chapter 20 of Title 4 and Chapter 12 of Title 4, Code of Laws of South Carolina, as amended.

SECTION 11.4. *Payments Due on Saturday, Sunday and Holidays.* Whenever any payment to be made hereunder shall be stated to be due on a Saturday, a Sunday or a holiday, such payment shall be made on the next business day.

SECTION 11.5. *Fiscal Year; Property Tax Year.* If the Sponsor(s)' fiscal year changes in the future so as to cause a change in the Sponsor(s)' property tax year, the timing of the requirements set forth in this Fee Agreement shall be revised accordingly.

SECTION 11.6. *Amendments, Changes and Modifications.* Except as otherwise provided in this Fee Agreement, this Fee Agreement may not be amended, changed, modified, altered or terminated without the written consent of the County and the Sponsors. To the maximum extent allowed by law, any such County consent may be provided by a resolution of County Council.

SECTION 11.7. *Execution of Counterparts.* This Fee Agreement may be executed in several counterparts, only one of which shall be an original for Uniform Commercial Code perfection purposes; provided, however, that any action may be brought upon any counterpart of this Fee Agreement or any counterpart of any document that is attached to this Fee Agreement as an exhibit.

SECTION 11.8. *Law Governing Construction of Agreement.* The laws of the State of South Carolina shall govern the construction of this Fee Agreement.

SECTION 11.9. *Filings.* Whenever the Sponsor(s) shall be required to file or produce any reports, notices or other documents during the Fee Term, the Sponsor(s) shall in due time furnish to the County the completed form of such report, notice or other required documents together with a certification by the Sponsor(s) that such document is accurate.

SECTION 11.10. *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 11.11. *Further Assurance.* From time to time the County agrees to execute and deliver to the Sponsor(s) such additional instruments as the Sponsor(s) may reasonably request to effectuate the purposes of this Fee Agreement.

IN WITNESS WHEREOF, LEXINGTON COUNTY, SOUTH CAROLINA, and the SPONSORS, each pursuant to due authority, have duly executed this Fee Agreement, all as of the date first above written.

LEXINGTON COUNTY, SOUTH CAROLINA

James E. Kinard, Jr.
Chair of Lexington County Council

ATTEST:

Diana W. Burnett
Clerk, Lexington County Council

RNDC SOUTH CAROLINA, LLC

By: _____
Peter Fawcett, Manager

RNDC SOUTH CAROLINA RE HOLDINGS, LLC

By: _____
Paul Fine, Manager

By: _____
Thomas C. Cole, Manager

By: _____
Charlie Andrews, Manager

By: _____
Greg Johnson, Manager



COMMITTEE REPORT

RE: Seized Narcotics Replacement Vehicle

DATE: January 29, 2010

COMMITTEE: Justice

MAJORITY REPORT: Yes

The Justice Committee met on Tuesday, January 26, 2010, to review a request from the Sheriff's Department to accept a seized narcotics replacement vehicle.

Col. Allan Paavel, Sheriff's Department, presented a request to accept a 1999 Ford Expedition as a replacement vehicle through a narcotics seizure and permission to accept it into the Sheriff's Department fleet as an unmarked vehicle. The Ford Expedition would replace a 1987 Dodge Van. Mr. Paavel reported that the vehicle has been inspected by the County's Fleet Services and found to be in very good condition. The total value of the Ford Expedition is listed at \$3,160 and the only associated cost involved includes the operating costs of fuel, repairs, and maintenance.

The Justice Committee voted unanimously to recommend that full Council approve staff's request to accept the 1999 Ford Expedition as a replacement vehicle and to accept it into the Sheriff's Department fleet.



COMMITTEE REPORT

RE: Tire Disposal Program

DATE: January 29, 2010

COMMITTEE: Solid Waste

MAJORITY REPORT: Yes

The Solid Waste Committee met on Tuesday, January 26, 2010, to review Lexington County's Tire Disposal Program.

Mr. Dave Eger, Solid Waste Management Director, presented a report on the County's Tire Disposal Program including the two Tire Amnesty Days. He reported 16,118 tires were delivered by County residents during the two tire amnesty events. The amnesty program's operating cost was \$28,404 with an additional loss in handling fees of \$24,177, bringing the total cost to \$52,581 or \$3.26 per tire. Mr. Eger indicated the large majority of the tires brought in appeared to be stockpiled tires versus the illegally disposed tires which were the main objective of the program. Staff proposed an alternate program for consideration. The proposed program would accept four tires per household per year free of charge and track verification only at the Edmund Landfill. Tires beyond the four per household would be charged the normal fee of \$1.50 per tire. Mr. Eger anticipates the cost involved would be an estimated loss of revenue in the amount of \$6,000 (based on an estimated 4,000 tires disposed per year at \$1.40 per tire). The Committee discussed the State's tire disposal fees and abolishing the Tire Amnesty Program.

The Solid Waste Committee voted unanimously to recommend that full Council approve abolishing the Tire Amnesty Day program and disapproval of staff's recommendation for an alternative tire disposal program at the Edmund Landfill.



COMMITTEE REPORT

RE: Burton Center Request

DATE: January 29, 2010

COMMITTEE: Committee of the Whole

MAJORITY REPORT: Yes

The Committee of the Whole met on Tuesday, January 26, 2010, to review a request from the Burton Center.

Mr. Sam Martin, Burton Center's Director of Procurement, has requested a resolution for Council's approval. The Burton Center is applying for a Federal Transportation Administration (FTA) grant to the South Carolina Department of Mass Transit for assistance in the purchase of a 15-passenger bus to be used in transporting individuals with disabilities and special needs. The request also indicated the bus would be made available to other agencies when not in use by the Burton Center.

The Committee discussed a recommendation made by the Transit Summit to form a committee to review all of the different van services within Lexington County and possibly the Midlands area. It was recommended to approve the Burton Center resolution plus a request made for a comprehensive listing of all the federally funded vehicles in Lexington County for the Committee's review.

The Committee of the Whole voted to recommend that full Council approve the resolution for the Burton Center.

Attachments:

- (1) Burton Center Request Letter
- (2) Resolution

Burton center

...for disabilities and special needs

2605 Highway 72 - 221 East
Greenwood SC 29649-9732
864-942-4902

January 14, 2010

Ms. Debra B. Summers, Chairman
Lexington County Council
212 S. Lake Dr.
Lexington, SC 29072-3437

Dear Ms. Summers:

Burton Center is applying for a FTA grant to the South Carolina Department of Mass Transit for assistance in purchasing a 15-passenger bus. This bus will be used to transport individuals with disabilities and special needs to our day program, workshops, church, shopping, medical appointments, recreational activities, and etc. This bus will also be made available to other agencies when it is not in use by Burton Center.

Please have the enclosed resolution signed at your next scheduled meeting and return to my attention.

Burton Center appreciates the support the Lexington County Council gives to our agency as we provide services to people with Disabilities and Special Needs.

If you have any questions, please call 942-8927.

Sincerely,



Sam Martin
Director of Procurement

SM/tew
enclosure

LOCAL GOVERNMENT RESOLUTION
2010-2011 FTA SECTION 5310

The Lexington County Council wherewith designates
(Name of Local Elected Body)

Burton Center for Disabilities and Special Needs
(Applicant)

as an entity in Lexington County
(Geographical Area)

to provide transportation to the Elderly or Persons with Disabilities
(Elderly or Persons with Disabilities)

We further state that the applicant is one of the providers in this geographic area that is or will be providing transportation to particular sectors of the elderly and/or persons with disabilities.

Approved and Adopted:

This _____ day of _____, 2010

Attest:

Chief Elected Official Signature

Typed Name of Chief Elected Official

Typed Title of Official



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 # SW 09-05

Applicant/Business Name: Platt Springs Scrap and Recycling

Address and/or description of property for which the SW/Processing Facility Application is made:

5253 Platt Springs Road, Lexington, SC 29073

TMS#: 007621-01-001 Activity acreage: 0.8

Type of activity: Metal Recycling Center

On-site processing included? No

Additional comments as necessary: Metal scrap recycling, small metal volume, no vehicles.

Is activity under current review by SCDHEC? No

Does activity have a current SCDHEC permit? No

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: 10-28-09

Applicant: Property Owner Authorized Agent X

Phone #(s): (803) 743- 6887

Signature: ON FILE

Printed Name: Travis Batchler

Street/Mailing Address: 6977B Edmund Highway

City, State, Zip Code: Pelion, SC

10-28-09	Application Received
10-21-09	Zoning Site Plan Approved
1-21-10	Adjacent Property Notices Mailed

10-29-09	Fee Received
1-21-10	Property Posted
1-21-10	Newspaper Advertisement(s)

1-12-10	First Reading	2-09-10	Public Hearing	2/23/10	Second Reading
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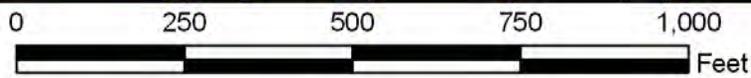
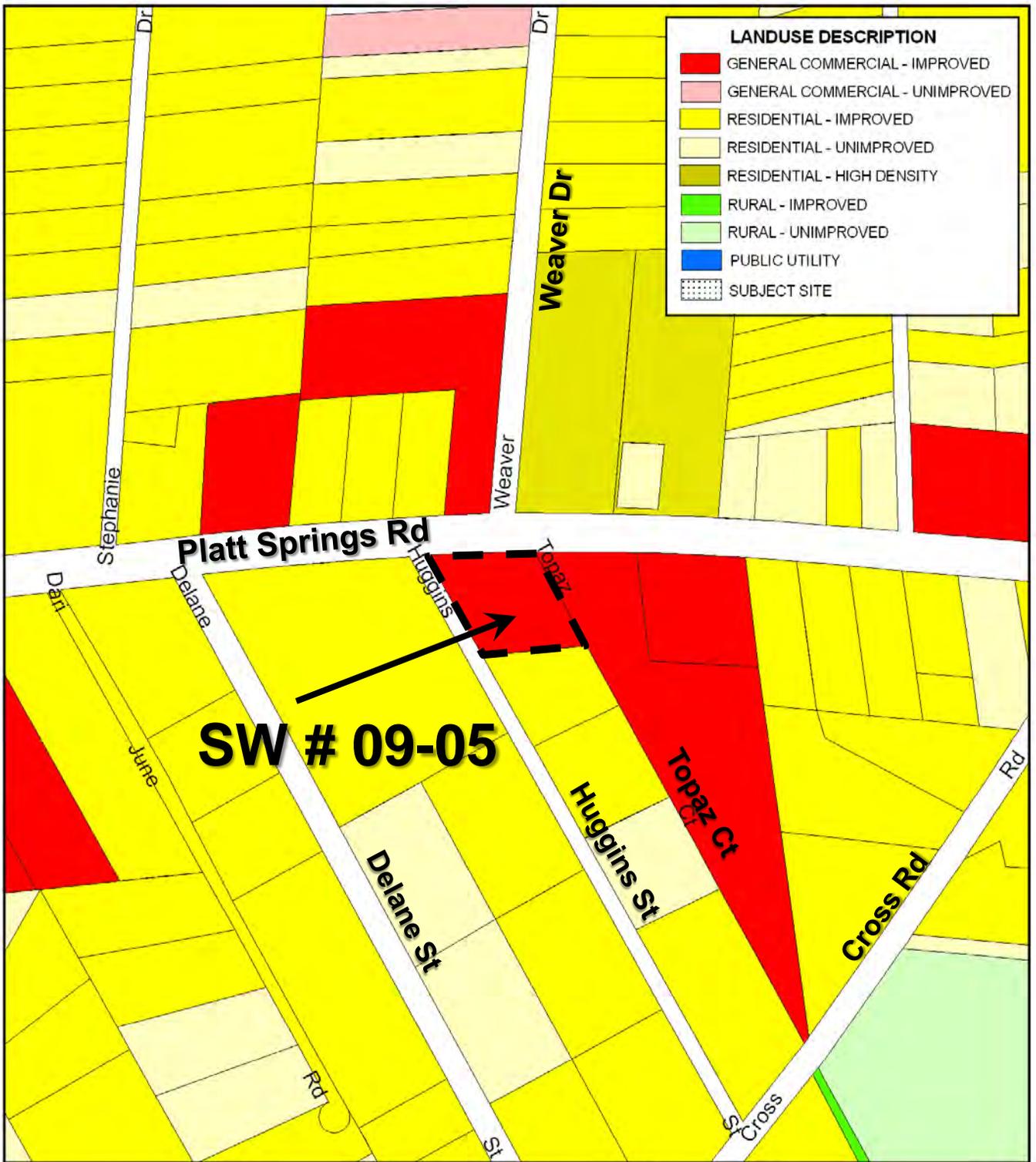
Results: _____

Solid Waste/Processing Facility Application SW09-05

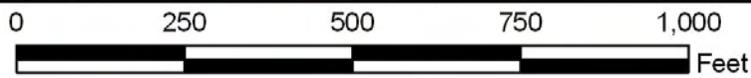
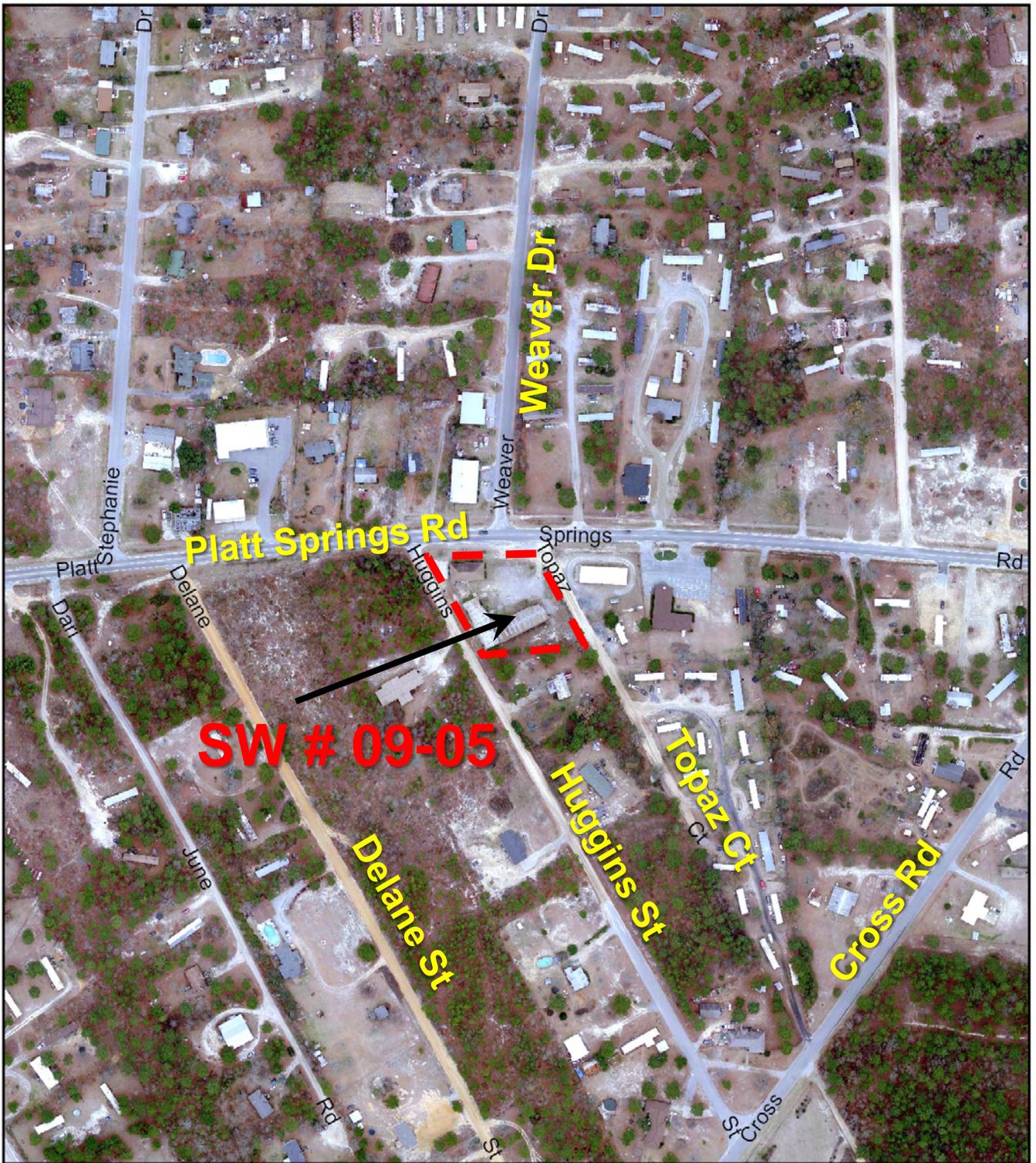


ZONING LEGEND

	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



**2009 Existing Landuse
SW # 09-05
TMS # 007621-01-001**

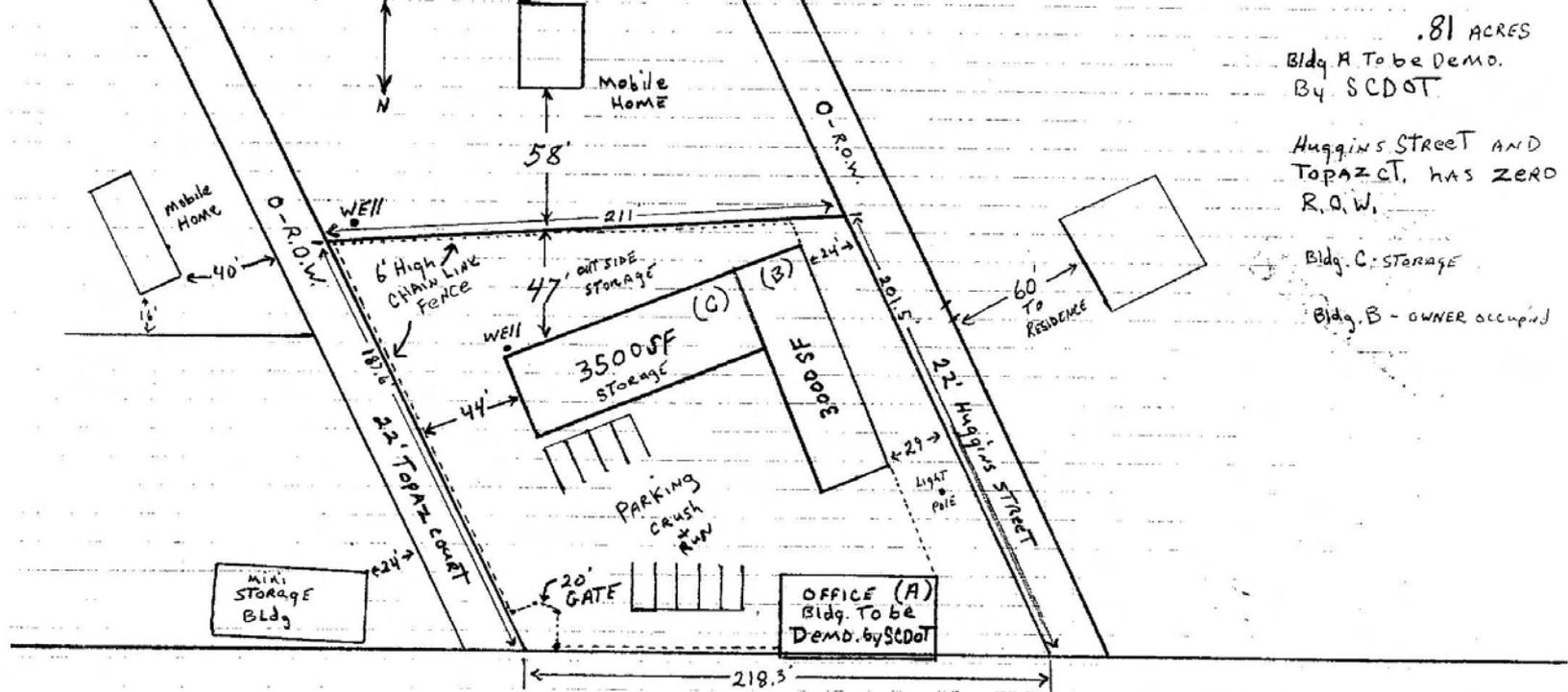


2009 Aerial Photo
SW # 09-05
TMS # 007621-01-001

Solid Waste/Processing Facility Application SW09-05



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



(NEW R.O.W.) 55' R.O.W. EACH SIDE OF CENTER LINE
 Hwy 602 Platt Springs Rd.

