

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

**1:30 p.m. - 1:40 p.m. - Planning & Administration**

- (1) Homelessness Prevention and Rapid Re-housing Program (HPRP) - Amendment to the Lexington Interfaith Community Services (LICS) Subrecipient Agreement - Community Development - Rhonda Dean, Community Development Administrator.....**A**
- (2) Approval of Minutes - Meeting of September 28, 2010.....**B**
- (3) Old Business/New Business - Zoning Map Amendment M10-01 - Timberlake
- (4) Adjournment

**1:40 p.m. - 1:45 p.m. - Justice**

- (1) Approval of Minutes - Meeting of September 28, 2010.....**C**
- (2) Old Business/New Business
- (3) Adjournment

**1:45 p.m. - 2:25 p.m. - Public Works**

- (1) School District 5 of Lexington and Richland Counties - "C" Fund Request - Public Works - John Fechtel, Director .....**D**
- (2) SCDOT Andre Bauer Interchange Sign Request - Public Works - John Fechtel, Director .....**E**
- (3) Goldstone Drive Bridge Repair - Public Works - Randy Edwards, County Engineer
- (4) PalmettoPride Community Pride Grant Application- Public Works/Stormwater Management - Synithia Williams, Environmental Coordinator .....**F**
- (5) Approval of Minutes - Meeting of September 28, 2010.....**G**
- (6) Old Business/New Business - Traffic Congestion, Alternate Material for Road Swells, New Road - Corley Mill/Riverchase, Assessment of Ponds Inventory, Flooding Issues, 5-Year "C" Fund Update; D.E. Clark Road R-O-W Update, and Stormwater Land Development Manual Chapter 7
- (7) Adjournment

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**2:25 p.m. - 2:30 p.m. - Solid Waste**

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- (1) PalmettoPride Community Pride Grant Application - Solid Waste Management - Dave Eger, Director..... **H**
- (2) Old Business/New Business
- (3) Adjournment

**2:30 p.m. - 4:15 p.m. - Committee of the Whole**

- (1) Lexington Greenways Program Update - Community Open Land Trust - Sue Green, AICP, Executive Director ..... **I**
- (2) Approval of Minutes - Meeting of September 14, 2010 Special Called Meeting ..... **J**
- (3) Possible Executive Session if Time Permits
- (4) Old Business/New Business - Local Contractors Procurement, Fire Service Volunteer Incentives, Silver Creek Traffic Issue Update
- (5) 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.**

**Planning & Administration**

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

**Justice**

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

**Solid Waste**

D. Summers, Chairman  
T. Cullum, V Chairman  
S. Davis  
J. Jeffcoat  
J. Kinard

**A G E N D A**  
**LEXINGTON COUNTY COUNCIL**  
**Tuesday, November 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**

**Chairman's Report**

**Administrator's Report**

- (1) Employee of the Quarter - 2<sup>nd</sup> Quarter
- (2) Shining Stars - 4<sup>th</sup> Quarter

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

**Appointments ..... K**

**Bids/Purchases/RFPs**

- (1) Physicals for Public Safety Employees - Public Safety ..... **L**
- (2) Asphalt Roller - Public Works ..... **M**
- (3) Service of 150 MIFI Aircards - Sheriff's Department ..... **N**
- (4) Contract to Furnish Rental of Containers and Disposal Services for 11 Collection and Recycling Centers and the Edmund Landfill ..... **O**

**Approval of Minutes - Meeting of October 12, 2010 ..... P**

**Zoning Amendment**

- (1) Zoning Text Amendment T10-02 - Comprehensive Administrative Update - 3<sup>rd</sup> and Final Reading..... **Q**

**Ordinance**

- (1) Ordinance 10-01 - An Ordinance Authorizing the Execution of a Fee Agreement Between Lexington County and ABMA, LLC; Joint Park Designation, and Matters Related Thereto - 2<sup>nd</sup> Reading ..... **R**

**Committee Reports**

**Planning & Administration, J. Carrigg, Jr., Chairman**

- (1) Homelessness Prevention and Rapid Re-housing Program (HPRP) - Amendment to the Lexington Interfaith Community Services (LICS) Subrecipient Agreement- **Tab A**
- (2) Library Request ..... **S**

**Public Works, B. Derrick, Chairman**

- (1) Roadside Memorial Signs ..... **T**
- (2) School District 5 of Lexington and Richland Counties - “C” Fund Request - **Tab D**
- (3) SCDOT Andre Bauer Interchange Sign Request - **Tab E**
- (4) PalmettoPride Community Pride Grant Application -**Tab F**

**Solid Waste, D. Summers, Chairman**

- (1) PalmettoPride Community Pride Grant Application - **Tab H**

**Budget Amendment Resolutions**

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

- (1) Ordinance 10-01 - An Ordinance Authorizing the Execution of a Fee Agreement Between Lexington County and ABMA, LLC; Joint Park Designation, and Matters Related Thereto - **Tab R**

**OLD BUSINESS/NEW BUSINESS**

**EXECUTIVE SESSION/LEGAL BRIEFING**

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

**ADJOURNMENT**



# County of Lexington

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

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## MEMORANDUM

To: Planning and Administration Committee  
Through: Katherine Hubbard, County Administrator  
From: Ron Scott, Community Development Director  
Date: October 29, 2010  
Subject: Homelessness Prevention and Rapid Re-housing Program (HPRP)  
Amendment to the Lexington Interfaith Community Services (LICS) Subrecipient Agreement

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On August 25, 2009, the County awarded a Homelessness Prevention and Rapid Re-housing (HPRP) grant of \$525,000 to the Lexington Interfaith Community Services (LICS) and \$20,000 to SC Appleseed Legal Justice Center. The agreement with SC Appleseed Legal Justice Center was terminated because the US Department of Housing and Urban Development (HUD) determined that the activity to provide legal outreach and education workshops is ineligible for HPRP funding.

The Community Development Department requests approval from County Council to amend the subrecipient agreement with LICS to increase their HPRP grant award by \$20,000. The funds would be added to their Rapid Re-housing budget. LICS will use the additional funds to provide financial assistance through rental assistance, utility payments, moving costs or hotel vouchers to individuals and families who are experiencing homelessness. Reallocating these funds will also help meet the County meet expenditure requirements of HUD.

**Requested Action: The Community Development Department requests approval to amend the HPRP subrecipient agreement with LICS.**

**COUNTY OF LEXINGTON**

**SUBRECIPIENT AGREEMENT -**

**LEXINGTON INTERFAITH  
COMMUNITY SERVICES**

**HOMELESSNESS PREVENTION AND  
RAPID REHOUSING PROGRAM**

**THIS AGREEMENT** made and entered into this **25th** day of **September 2009** by and between the **County of Lexington**, South Carolina (hereinafter referred to as “the County” or “Grantee”), and the **Lexington Interfaith Community Services** (hereinafter referred to as “the Subrecipient”).

**WHEREAS**, the County of Lexington has received Homelessness Prevention and Rapid Re-Housing Program (HPRP) funds from the United States Department of Housing and Urban Development (HUD) authorized under Division A, Title XII of the American Recovery and Reinvestment Act of 2009, Public Law III-5 (herein called the Recovery Act), and pursuant to the Notice of Allocations, Application Procedures, and Requirements for HPRP Grantees under the Recovery Act, as published on March 19, 2009, as may be amended (herein called the Notice) and any additional guidance that may be published by HUD; and

**WHEREAS**, the Community Development Department of Lexington County has the responsibility of administering HPRP funds to provide homelessness prevention assistance to households who would otherwise become homeless and to provide assistance to rapidly re-house persons who are homeless as defined by section 103 of the McKinney-Vento Homeless Assistance Act (42 U.S.C. 11302) through the provision of certain programs and projects;

**WHEREAS**, the **Lexington Interfaith Community Services** was award HPRP funds to carryout eligible activities.

**NOW THEREFORE**, in valuable consideration and mutual promises hereafter set forth between the parties hereto, the legal sufficiency of which is hereby acknowledged by the parties, it is agreed as follows:

**I. SCOPE OF SERVICES**

The Subrecipient will provide an array of services to identify and assess a household’s housing crisis, and provide appropriate financial assistance, housing location and stabilization service and broker access to other critical services with other program and agencies to address the housing crisis. The Subrecipient will provide the following services:

**A. Financial Assistance**

The Subrecipient will be responsible for authorizing HPRP financial assistance for eligible households and issuing payment to landlords, utility companies and possibly other third party vendors such as hotel/motels and storage or moving companies. Based on the assessment of the household’s needs, the Subrecipient

may authorize a number of forms of financial assistance. Financial assistance may include:

- Rent arrears payments (up to 6 months)
- Security deposit payments
- Moving costs (e.g. moving company, short term storage of up to three months)
- Short term rental assistance (up to 3 months)
- Medium term rental assistance (4 to 18 months)
- Utility arrears payment (up to 6 months)
- Utility deposits
- Utility payment assistance (up to 18 months)
- Hotel/Motel vouchers for up to 30 days, if no appropriate shelter beds are available and subsequent rental housing has been identified but is not immediately available for move in by the program participants.

**The Subrecipient must certify eligibility at least once every 3 months for all program participants receiving medium term rental assistance (4-18 months).**

The Subrecipient must not make payments directly to program participants, but only to third parties, such as landlords or utility companies. An assisted property may not be owned by the grantee, Subrecipient or the parent, subsidiary or affiliated organization of the Subrecipient. Rental assistance provided may not exceed rental costs accrued over the assistance period (i.e. short-term rental assistance may not exceed rental costs accrued over a period of 3 months), and rents must meet the HUD standard of rent reasonableness. Rental assistance payments may not be approved on behalf of eligible individuals or families for the same period of time and for the same cost types that are being provided under another federal, state or local housing subsidy program. Mortgage assistance is specifically excluded. No assistance can be provided to any program participant for more than 18 months total.

#### **B. Housing Relocation and Stabilization Assistance**

The Subrecipient may provide services for up to 18 months to assist client households with achieving housing stability and placement. Services that may be provided directly using HPRP funds include:

- Case management: Activities for the arrangement, coordination, monitoring, and delivery of services related to meeting the housing needs of program participants and helping them obtain housing stability. Component services and activities may include: counseling; developing, securing, and coordinating services; monitoring and evaluating program participant progress; assuring that program participants' rights are protected; and developing an individualized housing and service plan, including a path to permanent housing stability subsequent to HPRP financial assistance. Recertification of

eligibility every three months for those receiving medium term financial assistance is also considered a case management activity.

- **Housing search and placement:** Services or activities designed to assist individuals or families in locating, obtaining, and retaining suitable housing. Component services or activities may include: tenant counseling; assisting individuals and families to understand leases; securing utilities; making moving arrangements; representative payee services concerning rent and utilities; and mediation and outreach to property owners related to locating or retaining housing.
- **Credit repair:** Services that are targeted to assist program participants with critical skills related to household budgeting, money management, accessing a free personal credit report, and resolving personal credit issues. Funds may not be used to pay consumer debt of any kind.
- **Legal Services:** Legal services the help people stay in their homes such as the services or activities provided by a lawyer or other person(s) under the supervision of a lawyer to assist program participants with legal advice and representation in administrative or court proceedings related to tenant/landlord matters on housing issues. Legal services related to mortgages are not eligible.

The Subrecipient will be expected to provide these services as needed to support households in successfully implementing a housing/income and utility stability plan.

### **C. Eligible Participants**

The Subrecipient shall establish appropriate measures to ensure and document that only eligible persons are being served. Individuals and families eligible for financial assistance or services funded by HPRP must meet all of the following criteria:

- Any individual or family provided with HPRP financial assistance must have at least an initial consultation with a case manager or other authorized representative who can determine the appropriate type of assistance to meet their needs.
- The household must be at or below 50% of Area Median Income.
- **Homeless or At Risk of Homelessness.** For purposes of HPRP, HUD's definition of homeless is the same as in other McKinney-Vento homelessness programs.
- The household must meet both of the following conditions: (1) no appropriate subsequent housing options have been identified; and (2) the household lacks the financial resources and support networks needed to obtain immediate housing or remain in its existing housing.

## II. TIME OF PERFORMANCE

Services of the Subrecipient shall start on **September 30, 2009** and end on **June 30, 2012**. The term of the agreement and the provisions herein shall be extended to cover any additional time period during which the Subrecipient remains in contract of HPRP funds.

## III. USE OF FUNDS

Funds received pursuant to this agreement shall be used in accordance with the requirements set forth in the Notice incorporated by reference as attachment C.

- A. The Subrecipient certifies that 100% of the program participants assisted by this grant are eligible under the Notice.
- B. The Subrecipient shall limit its use of HPRP funds as defined in the Scope of Services to the following:
  - Homelessness Prevention Activities
  - Rapid Re-Housing Activities
- C. The Subrecipient shall not obligate, encumber, spend or otherwise utilize HPRP funds for any activity or purpose not included or in conformance with the budget as submitted to the County.

## IV. PAYMENT

- A. It is expressly agreed and understood that the total amount to be paid by the County under this agreement shall not exceed **\$525,000**.
- B. Payment shall be upon request for reimbursement and adequate evidence of completion of required activities. Request for reimbursement maybe made as frequently as once a month, but in no less than once a quarter. No funds will be disbursed until all required reports and substantiating documentation are submitted.
- C. The Recovery Act requires that 60 percent of HPRP funds be expended within two years of the date the funds become available to for obligation (the date that HUD signs the grant agreement), and 100% of funds expended within three years of this date. Therefore, **\$319,200** must be expended by **July 14, 2011** and **\$532,000** by **June 30, 2012**.

## V. REPORTING REQUIRMENTS

### A. Data Collection and Evaluation

The Subrecipient is required to enter client level data, such as the number of persons served and their demographic information, and the HPRP-funded services received into the Homeless Management Information System (HMIS). HMIS is an

electronic data collection system that facilitates the collection of information. The Subrecipient must comply with all data collection and entry requirements.

**B. Outcome Measures and Reporting**

The Subrecipient will track and report on outcome measurements to be defined by HUD. These outcome measurements will include universal elements, which will be tracked in HMIS and include HUD required reporting information. The Subrecipient will enter client level data into the HMIS system on an ongoing basis for all clients served under the HPRP. The SUGRantee is required to submit monthly and Quarterly Performance Reports (QPR) on outputs and outcomes including information on the number and demographics of participants served to date, jobs created, funds drawn or expended and narrative descriptions of program progress or issues. The Subrecipient must comply if asked to participate in HUD-sponsored research and evaluation of HPRP.

REPORT TYPE	REPORTING PERIOD
<b>Initial Quarterly Performance Report Due 10/10/09</b>	<b>Date of Grant Agreement Report Due execution through 9/30/09</b>
<b>Quarterly Performance Reports are due 10 days after end of each quarter</b>	<b>October 1 to December 31 January 1 to March 31 April 1 to June 30 July 1 to September 30</b>
<b>Annual Performance Report Due 60 days after end of Federal fiscal year</b>	<b>October 1 to September 30</b>

**VI. MONITORING**

- A. The County will monitor the performance of the Subrecipient on an ongoing basis to ensure compliance with this Agreement, the Notice and other applicable federal, state, and local laws, regulations, and policies. Any identified instances of non-compliance will be communicated to the Subrecipient in writing along with a plan of correction. No payments shall be made until the Subrecipient is in compliance with the plan of correction.
- B. The Subrecipient must have a system and internal controls in place that separately track and report HPRP funds. The Subrecipient must include appropriate supervision to oversee the case management and housing placement activities or functions; review and approve applications for HPRP financial assistance and process payments; and prepare monthly reports for the County.

C. The Subrecipient shall submit to the County a monthly progress report. Reports shall include but are not limited to:

1. Total persons and households served
2. Total persons and household served by services provided (financial assistance and housing relocation and stabilization services)
3. Total HPRP expenditures

D. The County shall conduct an annual programmatic and financial review of the Subrecipient to ensure compliance with this Agreement and HPRP regulations including the Notice, any subsequent guidance and OMB Circular A-133 as applicable. Within thirty (30) days of the review the Count will submit to the Subrecipient any problems or deficiencies concerning compliance. If any deficiencies are identified the County shall develop a plan of correction and a timeframe for the Subrecipient to remedying deficiencies.

E. The Subrecipient hereby agrees to have an annual agency audit conducted in accordance with OMB Circular A-133, as applicable. Actions required to resolve any discrepancies noted in the audit report must be agreed upon by the Subrecipient within 30 days after receipt of the audit report. Failure of the Subrecipient to comply with the audit requirements will constitute a violation of this contract and may result in the withholding of future payments.

## VII. PROCUREMENT

The Subrecipient shall comply with the procurement policies and requirements of the County and HUD concerning the purchase of equipment and shall maintain inventory records of all non-expendable personal property as defined by such policy as may be procured with funds provided herein. All program assets (unexpended program income, property, equipment, etc.) shall revert to the Grantee upon termination of this contract.

HUD procurement policies and requirements for non-profit subrecipients are contained in 24 CFR Part 84 and for States and local governments in 24 CFR Part 85.

## VIII. INSURANCE

The amount and types of insurance required should be reasonably commensurate with the hazards and magnitude of the undertaking, but in no event of lesser amount nor more restrictive than the limits of liability and schedule of hazards below described. Without limiting its liability under the contract agreement, the Subrecipient shall procure and maintain, at its expense during the life of this contract, insurance of the types in the minimum amounts stated below:

Coverage

WORKERS COMPENSATION

As required by the State of South Carolina.

Minimum Limits

Statutory

COMPREHENSIVE GENERAL LIABILITY

Premises Operations

\$1,000,000 (per occurrence)



Subrecipient has expended the funds. Any reimbursement of funds which is required by the County with or without termination shall be due within thirty (30) days after giving written notice to the Subrecipient.

**C. Subcontract/Assignments**

The Subrecipient shall not assign or subcontract all or any part of the work under this Agreement without the prior written approval of the County.

**D. Amendment**

Any amendment to this Agreement is at the discretion of the County and must be in writing and signed by both the County and Subrecipient.

**E. Hold Harmless**

The Subrecipient shall hold harmless, defend and indemnify the County from any and all claims, actions, suits, charges and judgments whatsoever including but not limited to personal injury or property damage that arise out of the Subrecipient's performance or non-performance of the project and scope of services called for in this agreement.

**F. Entire Agreement**

This Agreement represents the entire agreement between the County and the Subrecipient for the use of funds received under this Agreement and no oral representations are included with respect to this Agreement.

**X. NOTICES**

Communication and details concerning this Agreement shall be directed to the following:

<b>Grantee</b>	<b>Subrecipient</b>
Rhonda M. Dean Community Development Administrator Lexington County 212 South Lake Drive, Suite 401 Lexington, South Carolina 29072 (803) 785-8600	Jenny Kennedy Executive Director Lexington Interfaith Community Services 212 N. Church Street Lexington South Carolina 29072 (803) 957-6656

**XI. ATTACHMENTS**

Attached hereto and hereby incorporated by reference and made a part of this Agreement as fully as if set forth herein:

Attachment A: Budget

Attachment B: Department of Housing and Urban Development (Docket No. FR-5307-N-01) Notice of Allocations, Applications Procedures, and Requirements for Homelessness Prevention and Rapid Re-Housing

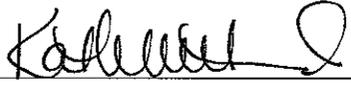
Program Grantees under the American Recovery and Reinvestment  
Act of 2009 published March 19, 2009 as revised June 8, 2009.

Attachment C: HPRP Subrecipient Agreement Standard Provisions

Attachment D: Habitability Standards for HPRP

IN WITNESS WHEREOF, the parties hereto have set their hands and affixed their seals on the day and year above written.

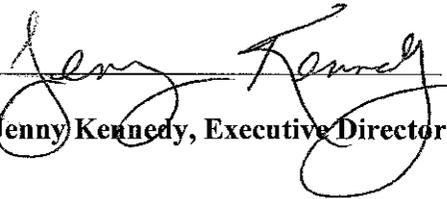
COUNTY OF LEXINGTON



A handwritten signature in black ink, appearing to read "Katherine L. Hubbard", written over a horizontal line.

**Katherine L. Hubbard, County Administrator**

LEXINGTON INTERFAITH COMMUNITY SERVICES



A handwritten signature in black ink, appearing to read "Jenny Kennedy", written over a horizontal line.

**Jenny Kennedy, Executive Director**

**ATTACHMENT A  
HOMELESSNESS PREVENTION AND RAPID RE-HOUSING (HPRP)  
BUDGET**

<b>Lexington Interfaith Community Services HPRP Budget</b>			
	<b>Homelessness Prevention</b>	<b>Rapid Re-housing</b>	<b>Total Amount Budgeted</b>
Financial Assistance	\$300,000	\$75,000	\$375,000
Housing Relocation and Stabilization Services	\$110,000	\$40,000	\$150,000
<b>Subtotal</b>	<b>\$ 410,000</b>	<b>\$ 115,000</b>	<b>\$525,000</b>

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

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**COUNTY OF LEXINGTON**  
PUBLIC WORKS DEPARTMENT  
ENGINEERING

**M E M O R A N D U M**

DATE: October 29 2010  
TO: Katherine Hubbard, County Administrator  
FROM: John Fechtel, Director of Public Works/Assistant County Administrator  
RE: School District 5 of Lexington and Richland Counties – “C” Fund Request

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Attached is a request from School District 5 of Lexington and Richland Counties for assisting with the rehabilitation of Fork Avenue. Due to construction activities at Irmo Elementary, the SCDOT road was partially destroyed. Typically in the past, we have assisted school districts with new turning lanes, sidewalks, etc., but not repairs.

I have contacted SCDOT and they have an estimate of \$82,575.48 (see attachment) to repair the road. I recommend we fund \$40,000.00 of the estimated cost for these repairs. Funds are available in our “C” fund school projects budget.



RECEIVED  
OCT 7 - 2010  
LEXINGTON COUNTY  
ENGINEERING DEPARTMENT

October 4, 2010

Mr. John Fechtel  
Director, Public Works,  
County of Lexington  
440 Ball Park Rd.  
Lexington, SC 29072-2240

Re: Upgrade Required for Fork Avenue (S32-478) to Support School Operations

Dear Sir:

Thank you for speaking with me last week concerning the present condition of Fork Ave. next to Irmo Elementary School. We are currently in the midst of a significant construction project that will dramatically alter the school campus and will also change the primary location of the entrance to the school. You may be aware that the school is currently accessed via two locations (Lake Murray Blvd. via Gibbes St. and Fork Ave. In August of 2011, the vast majority of school traffic will access the campus via Fork Ave. There will still be some traffic that accesses the school site via Lake Murray Blvd. and Gibbes St. but the volume will be greatly reduced.

Since construction operations began at the beginning of the summer, we have noticed Fork Ave. is deteriorating rapidly. It is obvious that this road was at one time an old "farm road" that was not constructed to SCDOT standards. As a matter of fact, there does not appear to be any base material underneath the failing asphalt membrane of the road.

We would like to request Fork Ave. be considered for upgrade via "C" Funds that may be available to you. Our current estimates indicate that the need will be in the range of 200 thousand dollars.

We are currently working with SCDOT (Division One) to keep Fork Ave. in a passable condition and have appealed to them for possible funding for 2011 as well.

Any consideration you may be able to provide to us would be greatly appreciated.

If I can provide any additional information that may be beneficial to you, please do not hesitate to contact me at (803) 476-8123 or email me at [scarlin@lex5.k12.sc.us](mailto:scarlin@lex5.k12.sc.us).

Sincerely,

Scott Carlin  
Coordinator of Facilities

Copy:  
Keith McAlister, Director of New Design & Construction

Rept 16

Section Cost Estimate  
Lexington County

10/25/2010 1:38:15 PM

Total Cost = \$ 82,575.480  
SpecYr = 2007

SectKey = 32S-04780003  
Measure = E

SN	ItemNbr	ShortDes	Units	Qty	UnitPrice	ExtPrice
1	1031000	MOBILIZATION	LS	1.000	1,587.990	1,587.990
2	1050800	CONST. STAKES, LINES & GRADES	EA	1.000	7,500.000	7,500.000
3	1071000	TRAFFIC CONTROL	LS	1.000	1,587.990	1,587.990
4	2023000	REM. & DISP.OF EXIST. PAVEMENT	SY	100.000	15.000	1,500.000
5	2031000	UNCLASSIFIED EXCAVATION	CY	30.000	20.000	600.000
6	2033000	BORROW EXCAVATION	CY	25.000	19.000	475.000
7	3063310	CEM. MOD. RECYC. BASE (10" UNI	SY	4,130.000	3.500	14,455.000
8	3064000	PORT.CEM.FOR CEM.MOD.REC.BASE	TON	128.030	130.000	16,643.900
9	4011004	LIQUID ASPHALT BINDER PG64-22	TON	21.480	500.000	10,740.000
10	4030340	H/M ASPH.SURF.CR. TYPE C	TON	315.500	48.000	15,144.000
11	4030350	H/M ASPH.SURF.CR. TYPE D	TON	42.500	48.000	2,040.000
12	4060100	ASPH. SURF. TREAT. (SINGLE TRE	SY	4,130.000	1.250	5,162.500
13	6051120	PERM.CONST.SIGNS (GRND.MNTD)	SF	72.000	6.000	432.000
14	6250010	4"WH.SLD.LINE-PVT.EDGE-F.D.PNT	LF	5,280.000	0.060	316.800
15	6250015	8"WH.SLD (CRSSWLK&CHANN) F.D.PNT	LF	160.000	1.500	240.000
16	6250025	24"WH.SLD.LNE-STOP/DIA-F.D.PNT	LF	36.000	1.500	54.000
17	6250110	4"YEL.SLD.LNE-PVT.EDGE-F.D.PNT	LF	5,280.000	0.060	316.800
18	6271010	4" WH SLD LNE PVT EL TH-90 ML	LF	2,640.000	0.250	660.000
19	6271015	8" WH. SLDLNES THERMO.-125 MIL	LF	80.000	2.500	200.000
20	6271025	24" WH SLDLNES THERMO-125 MIL.	LF	18.000	4.000	72.000
21	6271074	4"YEL.SLD.LNES.- THERMO. 90MIL	LF	2,640.000	0.250	660.000
22	6301100	PERM.YEL.PAV.MARK BI-DIR 4"X4"	EA	18.000	2.500	45.000
23	7204900	DETECTABLE WARNING SURFACE	SF	40.000	50.000	2,000.000
24	8100001	PERMANENT VEGETATION	MSY	0.380	375.000	142.500
Total Cost =						\$ 82,575.480



**COUNTY OF LEXINGTON**  
PUBLIC WORKS DEPARTMENT  
ENGINEERING

**M E M O R A N D U M**

DATE: October 29 2010  
TO: Katherine Hubbard, County Administrator  
FROM: John Fechtel, Director of Public Works/Assistant County Administrator  
RE: SCDOT Andre Bauer Interchange Sign Request

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Attached is a letter from SCDOT to name the I-77 and I-26 Interchange for Andre Bauer. According to the state law, the County Transportation Committee is required to pay up to \$500.00 for this type of request.

I recommend County Council approve the request. The request will be paid for from the appropriate "C" Fund account.



South Carolina  
Department of Transportation

RECEIVED  
OCT 28 2010  
LEXINGTON COUNTY  
ENGINEERING DEPARTMENT

October 26, 2010

Mr. James E. Kinard, Chairman  
Lexington County Transportation Committee  
212 South Lake Drive  
Lexington, SC 29072

Dear Chairman Kinard:

I am pleased to inform you that the SCDOT Commission has approved the request of the Lexington County Legislative Delegation to name the I-77 and I-26 interchange in Lexington County the "Andre Bauer Exchange".

In accordance with current law, expenses incurred in the fabrication and placement of dedication signs or markers must be paid from "C" funds. Therefore, I respectfully request approval of the Lexington County Transportation Committee to program a lump sum payment of \$500.00 for the cost of fabricating and installing these dedication signs.

Please indicate approval by signing below and returning a copy of this letter along with the County Transportation Committees check for \$500.00 to cover this expense.

Thank you for your consideration of this request. I look forward to hearing from you.

Sincerely,

Pat Grice, Executive Assistant  
Deputy Secretary of Finance & Administration

Enclosures

Approved: \_\_\_\_\_  
Chairman,  
Lexington County Transportation Committee

Date: \_\_\_\_\_

Cc: ✓ John Fachtel, Director, Lexington County Public Works  
Thad Brunson, District Engineering Administrator  
Tina Feaster, C Project Development





# COUNTY OF LEXINGTON

PUBLIC WORKS DEPARTMENT

STORMWATER DIVISION

## MEMORANDUM

**DATE:** November 3, 2010  
**TO:** Katherine Hubbard, County Administrator  
**FROM:** Synithia Williams, Environmental Coordinator  
**RE:** Palmetto Pride Grant Application

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Lexington County's Stormwater Division wishes to apply for a Palmetto Pride Community Pride Grant to purchase 2500 pet waste bag dispensers and 12 pet waste composters for a total cost of \$5,563.00. The bag dispensers will be provided to each household that adopts a dog from Animal Services. The Stormwater Division will hold a quarterly drawing of the new dog owners for a backyard dog waste composter. Through this grant the County will meet part of its public education initiative to increase awareness of pet owners on the importance of picking up animal waste. The grant does not require a match from the County.

We ask that this information be presented to the Public Works Committee and reported out to full council for approval to apply for these funds. We also ask that a letter of support (Attached) be signed by the Council Chair and Co-chair for the project.



**COUNTY OF LEXINGTON  
PW/PALMETTO PRIDE GRANT  
Annual Budget  
Fiscal Year - 2010-11**

Object Code	Revenue Account Title	Actual 2008-09	Received Thru Jun 2009-10	Amended Budget Thru Jun 2009-10	Projected Revenues Thru Jun 2009-10	Requested 2010-11	Recommend 2010-11	Approved 2010-11
<b>* PW/Palmetto Pride Grant :</b>								
<b>Revenues: (C/C - 000000)</b>								
459900	Miscellaneous Payments & Grants					5,563	5563	
461000	Investment Interest					0	0	
<b>** Total Revenue</b>						<u>5,563</u>	<u>5,563</u>	
<b>***Total Appropriation</b>						5,563	5,563	
FUND BALANCE								
Beginning of Year								
						<u>0</u>	<u>0</u>	
FUND BALANCE - Projected								
End of Year								
						<u>0</u>	<u>0</u>	

Fund: New  
Division: Public Works  
Organization: 121400 - PW / Stormwater Management

					<b>BUDGET</b>		
Object Code	Expenditure Classification	2008-09 Expend	2009-10 Expend (Jun)	2009-10 Amended (Jun)	2010-11 Requested	2010-11 Recommend	2010-11 Approved
<b>Personnel</b>							
<b>*Total Personnel</b>						<b>0</b>	<b>0</b>
<b>Operating Expenses</b>							
<b>* Total Operating</b>						<b>0</b>	<b>0</b>
<b>**Total Personnel &amp; Operating</b>						<b>0</b>	<b>0</b>
<b>Capital</b>							
All Other Equipment						0	0
(2,500) Pet Waste Lease Dispenser						4,357	4,357
(12) Doggie Dooley Composters						1,206	1,206
<b>**Total Capital</b>						<b>5,563</b>	<b>5,563</b>
<b>** Total Appropriation</b>						<b>5,563</b>	<b>5,563</b>

## SECTION V. – PROGRAM OVERVIEW

### Summary of Program

PalmettoPride Community Pride Grant

#### Objective:

This program is a proposed grant application with PalmettoPride Anti-Litter Organization.

This application is to encourage new pet owners to pick up their dog's waste. We will use grant funds to purchase 2,500 pet waste bag leash dispensers that will be given to each new household that adopts a dog from Animal Services and 12 dog waste composters that will be given out in a quarterly drawing of new dog owners.

## SECTION VI. A. – SUMMARY OF REVENUES

**459900 – MISCELLANEOUS PAYMENTS & GRANTS** **\$5,563**

## SECTION VI. D. – CAPITAL LINE ITEM NARRATIVES

**5AB - (2,500) PET WASTE BAG LEASH DISPENSERS** **\$4,357**

These items will encourage new dog owners to pick up their dog's waste and overcome the barrier of not having doggie bags with them when they walk their dog. The dispensers will be given to every new household that adopts a dog at Animal Services.

(2,500) Pet Waste Bag Dispensers X \$1.59 each plus tax, set up and shipping = \$4,357

**5AB - (12) DOGGIE DOOLEY PET WASTE COMPOSTERS** **\$1,206**

The composters will be given out as part of a quarterly drawing of new dog owners to provide the means for households to safely handle pet waste in their back yards.

(12) Composters X \$90 each plus tax and shipping = \$1,206

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**COMMUNITY PRIDE GRANT  
APPLICATION COVER PAGE**

**PLEASE TYPE OR PRINT ALL INFORMATION**

Organization Lexington County Stormwater Division

\* Contact Person Synithia Williams, Environmental Coordinator

Address 440 Ball Park Rd

City Lexington County Lexington Zip 29072

Telephone ( 803 ) 785-8634 Fax ( 803 ) 785-8593

Email swilliams@lex-co.com

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

**Type of Organization (please check)**

- Neighborhood or community group – up to \$2,000
- City or Municipality – up to \$4,000
- County or State Agency – up to \$8,000

**Projected number of participants in project:**

Staff 2 Community Members \_\_\_\_\_ Elected Officials \_\_\_\_\_ Law Enforcement \_\_\_\_\_

**Type of Activity (please check all that apply)**

- Litter Reduction
- Beautification
- Cleanup Supply Donation (complete form below)

ITEM	QUANTITY
Gloves	
Safety Vest	
Trash Bags	

**Amount of Funding Requested:** \$ 5,563.00



**COMMUNITY PRIDE GRANT  
ITEMIZED BUDGET FORM**

ITEMIZED DESCRIPTION:	QUANTITY	TOTAL COST	REQUESTED FUNDS
Pet Waste BagLeashDispensers	2500	\$4,357.00	\$4,357.00
Doggie Dooley Pet Waste Composters	12	\$1,206.00	\$1,206.00
<b>TOTAL</b>		<b>\$5,563.00</b>	<b>\$5,563.00</b>



**COMMUNITY PRIDE GRANT  
PROJECT NARRATIVE**

- 1. Is this a new or existing project? If this is an existing project, how long has it been on-going?**

New project

- 2. What types of activities are involved in this project?**

This project involves providing pet waste bag dispensers that attach to dog leashes to every person that adopts a dog from the County's Animal Services Department. New dog owners will also be entered into a quarterly drawing for a pet waste composter.

- 3. Will the work be performed by volunteers, paid contractors or both?**

**If both, what percentage (i.e. 50% volunteer, 50% contractor)**

The work for this project will be performed by county employees.

**4. What benefit to the community does this project offer?**

Forty percent of Lexington County's watersheds are impaired due to fecal coliform bacteria. Fecal Coliform is an indicator of human and animal waste. Although the impairments are not solely from pet waste, it is a contributor to the contamination. Dog waste contains bacteria, viruses and parasites such as E. coli, and roundworms. When dog waste is not picked up and left on the ground, when it rains everything in that dog waste is washed down the storm drain and into the nearest creek, river or stream. Once in the stream decaying pet waste consumes oxygen in the waterway. Low oxygen levels is damaging to the fish and other wildlife living in the waterway. Pet waste may also contain nutrients that can lead to algae blooms which makes swimming and recreation unappealing. Improperly disposed of dog waste is also an eyesore in the community and lowers the aesthetic appeal of an area.

The Environmental Protection Agency estimates that the typical dog excretes three quarters of a pound of waste per day—or 274 pounds per year. The County's Animal Services Department adopts 300-400 dogs a year . That is over 100,000 lbs of dog waste that could potentially enter the waterways of Lexington County. By providing pet waste bag dispensers to every person who adopts a dog from the County we provide the means to overcome the barrier to picking up the waste. Each new owner will be provided information on the importance of picking up dog waste. Many people do not realize that dog waste in their yard poses an environmental threat as well. The drawing for the dog waste composters will allow some owners the means to safely handle animal waste in their yards and educate others on how to compost dog waste in their yard. Through this program we will educate thousands of residents and be proactive towards preventing dog waste from marring the beauty of Lexington County.

**5. How many citizens are in your community and approximately how many will benefit from this project?**

There are over 200,000 residents in Lexington County. The County will directly reach the 300-400 households that adopt a dog from its Animal Services Department each year. By ordering 2500 pet waste dispensers we can provide them to new dog owners for up to six years. The twelve composters will allow for a quarterly drawing for three years. The county will indirectly reach the thousands of neighbors and citizens who will not have deal with the pet waste left on the side of the road, along sidewalks and the excess bacteria load in the waterways.



## COMMUNITY PRIDE GRANT

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

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

Yes  No

Yes  No  N/A

Yes  No

Yes  No  N/A

Yes  No  N/A

Yes  No

Yes  No

Yes  No

Cover Page (Did you complete the application cover page in its entirety?)

Itemized Budget (Is the amount requested on the cover page the same total that is specified on the budget form?)

Proposal Narrative

Copy of Maintenance Agreement

Schematic of Beautification Plan (Have you included the schematic and/or photos of the intended project area for beautification projects only?)

Terms and Conditions (Do you have all appropriate signatures?)

Letters of Support (Did you include at least two letters of support from elected officials?)

Entire Proposal (Did you include one (1) marked original and two (2) copies of the entire proposal? Does the grant have a **November 15, 2010** postmark?)

\_\_\_\_\_  
\* Signature of Project Coordinator for Grant (Contact Person)

\_\_\_\_\_  
Date

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



## COMMUNITY PRIDE GRANT TERMS AND CONDITIONS

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

### **Signatures Required:**

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\* Signature of Project Coordinator for Grant (Contact Person)

---

Date

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

November 3, 2010

Palmetto Pride  
Community Pride Grants Program  
2700 Middleburg Drive, Suite 216  
Columbia, SC 29204

RE: *Palmetto Pride Community Pride Grant*

Dear Sir or Madam:

I am writing to you with regard to Lexington County Council's support of the Stormwater Division Community Pride Grant Application.

The importance of this program cannot be overstated. Lexington County Council's vision is planned growth for our communities with abundant opportunities for all in a quality environment. This grant will allow the County to work towards fulfilling the vision of a quality environment for our citizens. Dog waste that is left on the side of the road or in people's back yards is washed down the storm drain and directly into the creeks and streams of Lexington County. This program will allow us to directly reach new dog owners in the County and provide them with the means to prevent close to 100,000 lbs of dog waste from entering the storm drain system.

Lexington County works diligently through its Stormwater Division to implement and support water quality programs that improve our natural resources. This is another positive step towards not only improving water quality, but the quality of life for the citizens of Lexington County.

We are pleased that Stormwater Division has proposed this commendable project to educate our citizens on ways they can improve water quality. This initiative will do much to make Lexington County a healthier place to live. I truly hope funding is granted.

Sincerely,

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

William B. Banning, Sr.  
Co-Chair, Lexington County Council

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

# **County of Lexington**

**Department of Solid Waste Management**

498 Landfill Lane

Lexington, South Carolina 29073

Telephone: (803) 755-3325

Facsimile: (803) 755-3833

**To:** Adam DuBose, County Grants Manager  
**From:** Amanda St. John, Recycling Coordinator  
**Date:** October 29, 2010  
**Re:** PalmettoPride Grant Application

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

We are proposing the funds be used to purchase outdoor recycling containers and tarps. The containers will be placed at various Lexington County parks and sport complexes. We plan to distribute the tarps at our collection centers and landfill.

We are respectfully requesting that Council consider and report out the application at their November 9 meeting so we can submit the application in a timely manner.

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



**COUNTY OF LEXINGTON  
SW/PALMETTO PRIDE GRANT  
Annual Budget  
Fiscal Year - 2010-11**

Object Code	Revenue Account Title	Actual 2008-09	Received Thru Jun 2009-10	Amended Budget Thru Jun 2009-10	Projected Revenues Thru Jun 2009-10	Requested 2010-11	Recommend 2010-11	Approved 2010-11
<b>* SW/Palmetto Pride Grant 5725:</b>								
<b>Revenues: (C/C - 000000)</b>								
459900	Miscellaneous Payments & Grants	6,615	2,437	4,000	4,000	8,000	8000	
461000	Investment Interest	42	9	0	0	0	0	
<b>** Total Revenue</b>		<u>6,657</u>	<u>2,446</u>	<u>4,000</u>	<u>4,000</u>	<u>8,000</u>	<u>8,000</u>	
<b>***Total Appropriation</b>					11,384	8,000	8,000	
Deferred Revenue					8,947			
FUND BALANCE Beginning of Year					<u>128</u>	<u>1,691</u>	<u>1,691</u>	
FUND BALANCE - Projected End of Year					<u>1,691</u>	<u>1,691</u>	<u>1,691</u>	

Fund: 5725  
Division: Public Works  
Organization: 121207 - Solid Waste / Recycling

							<b>BUDGET</b>	
Object Code	Expenditure Classification	2008-09 Expend	2009-10 Expend (Jun)	2009-10 Amended (Jun)	2010-11 Requested	2010-11 Recommend	2010-11 Approved	
<b>Personnel</b>								
<b>*Total Personnel</b>		<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	
<b>Operating Expenses</b>								
521000	Office Supplies	0	0	33	0	0		
521200	Operating Supplies	6,615		1,349	0	0		
<b>* Total Operating</b>		<b>6,615</b>	<b>0</b>	<b>1,382</b>	<b>0</b>	<b>0</b>		
<b>**Total Personnel &amp; Operating</b>		<b>6,615</b>	<b>0</b>	<b>1,382</b>	<b>0</b>	<b>0</b>		
<b>Capital</b>								
All Other Equipment		0	9,822	10,002	0	0		
(20) Recycling Containers					5,000	5,000		
(1,000) Tarps					3,000	3,000		
<b>**Total Capital</b>		<b>0</b>	<b>9,822</b>	<b>10,002</b>	<b>8,000</b>	<b>8,000</b>		
<b>** Total Appropriation</b>		<b>6,615</b>	<b>9,822</b>	<b>11,384</b>	<b>8,000</b>	<b>8,000</b>		

## SECTION V. – PROGRAM OVERVIEW

### Summary of Program

PalmettoPride Community Grant

#### Objective:

This program is a proposed grant application with PalmettoPride Anti-Litter Organization.

To increase recycling and decrease litter in the county, we will use grant funds to purchase approximately 20 outdoor recycling containers for the Lexington County parks and sport complexes as well as 1,000 tarps that will be distributed at collection centers and the landfill.

## SECTION VI. A. – SUMMARY OF REVENUES

**459900 – MISCELLANEOUS PAYMENTS & GRANTS** **\$8,000**

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## SECTION VI. D. – CAPITAL LINE ITEM NARRATIVES

**5AB - RECYCLING CONTAINERS** **\$5,000**

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The funding for the containers and tarps is being requested through the PalmettoPride Community Grant. These items will increase recycling and decrease litter in Lexington County. The containers will be used to promote recycling at the parks and sport complexes in Lexington County.

(20) Outdoor Recycling Containers – 20 containers X \$250 each = \$5,000

**5AB - (1,000) TARPS** **\$3,000**

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The tarps will be distributed to residents at collection centers and the landfill to encourage residents to secure loose material and help reduce the amount of litter in Lexington County.

(1,000) 6 x 8 Tarps – 1,000 tarps X \$3 each = \$3,000

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**COMMUNITY PRIDE GRANT  
APPLICATION COVER PAGE**

**PLEASE TYPE OR PRINT ALL INFORMATION**

Organization Lexington County Solid Waste Management

\* Contact Person Amanda St. John

Address 498 Landfill Lane

City Lexington County Lexington Zip 29073

Telephone ( 803 ) 785-3370 Fax ( 803 ) 755-3833

Email astjohn@lex-co.com

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

**Type of Organization (please check)**

- Neighborhood or community group – up to \$2,000
- City or Municipality – up to \$4,000
- County or State Agency – up to \$8,000

**Projected number of participants in project:**

Staff 20 Community Members ~250,000 Elected Officials 9 Law Enforcement TBD

**Type of Activity (please check all that apply)**

- Litter Reduction
- Beautification
- Cleanup Supply Donation (complete form below)

ITEM	QUANTITY
Gloves	
Safety Vest	
Trash Bags	

Amount of Funding Requested: \$ 8,000.00



### **2011 Palmetto Pride Community Pride Grant Narrative**

1) This is an existing program. We received grant funding in 2009 for tarps and 2010 for recycling containers. We feel both initiatives were a great success and hope to expand our efforts this year.

2) Lexington County Solid Waste Management is respectfully requesting \$8,000 from PalmettoPride. With this funding we plan to tackle litter with two initiatives.

Lexington County Recreation and Aging Commission operates 31 parks and complexes for Lexington County residents. Currently approximately 2,000 adults and almost 8,900 children participate in organized sports in Lexington County. Each park and sports complex only provides garbage cans for athletes and spectators to dispose of their trash.

We will purchase recycling containers for Lexington County parks and sports complexes to begin recycling plastic bottles. We've had great success with this program having placed containers at Seven Oaks Park, Saluda Shoals Park and Crooked Creek Park as well as the softball fields on Ball Park Road in Lexington. The parks each collect 3-5 bags of material per week. The goal in purchasing the containers is to increase the recycling rate, thus helping Lexington County reach the 35% recycling goal established by the South Carolina Department of Health and Environmental Control and to decrease litter at Lexington County's parks and sport complexes. The objective is to give Lexington County athletes and spectators the opportunity to recycle away from home or school and properly dispose of their waste.

We also hope to purchase more tarps to hand out to Lexington County residents as we encourage them to take pride and cover their load to reduce litter on our roads, highways and waterways. Approximately 75 percent of Lexington County residents transport their household garbage to one of our 11 collection centers, many in trucks with unsecured loads.

We received funding from PalmettoPride in 2009 to purchase more than 1,000 tarps that we handed out at our collection centers, landfill and special events. We received a great response from residents about this initiative.

3) The work will be performed by both volunteers and employees. With the recycling containers we plan to place at various parks and complexes around the county, volunteers at each park are responsible for collecting the full bags and recycling the material. We've placed containers at 4 different locations in the past few months and all the volunteers are doing a great job at collecting the recyclables. So nearly 100 percent of the work will be performed by volunteers. We, of course, will offer assistance if needed.

For the tarp program, County staff and recycling center attendants will be responsible for 100 percent of the work. We will distribute tarps to residents on designated dates and provide information on the importance of securing loads and litter prevention.

4) Lexington County residents will benefit from having the opportunity to recycle at the parks and sport complexes and they'll also be able to enjoy litter-free fields.

The recycling containers will provide an eco-friendly message, reminding residents that Lexington County is concerned with the environment. The recycling containers will provide residents with an extra place to dispose of plastic bottles contributing to a decrease in litter.

The tarps will encourage residents to secure loose material and will help reduce the amount of litter in Lexington County.

5) We have approximately 250,000 residents and we believe all of them will benefit from litter reduction and for the nearly 11,000 residents who participate in organized sports and the countless others that use the parks and sports complexes as well, they will be able to enjoy a litter free environment and will also have the benefit of recycling away from home.



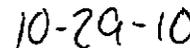
**COMMUNITY PRIDE GRANT**  
**TERMS AND CONDITIONS**

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

**Signatures Required:**



\_\_\_\_\_  
\* Signature of Project Coordinator for Grant (Contact Person)



\_\_\_\_\_  
Date

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



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

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

Yes  No  
 Yes  No  N/A

Yes  No  
 Yes  No  N/A  
 Yes  No  N/A

Yes  No  
 Yes  No

Yes  No

- Cover Page (Did you complete the application cover page in its entirety?)
- Itemized Budget (Is the amount requested on the cover page the same total that is specified on the budget form?)
- Proposal Narrative
- Copy of Maintenance Agreement
- Schematic of Beautification Plan (Have you included the schematic and/or photos of the intended project area for beautification projects only?)
- Terms and Conditions (Do you have all appropriate signatures?)
- Letters of Support (Did you include at least two letters of support from elected officials?)
- Entire Proposal (Did you include one (1) marked original and two (2) copies of the entire proposal? Does the grant have a **November 15, 2010** postmark?)

*Amanda Stroh*

10-29-10

\* Signature of Project Coordinator for Grant (Contact Person)

Date

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

## LEXINGTON GREENWAYS ALLIANCE

### MISSION STATEMENT:

***Create greenway corridors and trails throughout Lexington County, encouraging healthier lifestyles; providing transportation options to surrounding destinations and offering opportunities for environmental conservation and education.***

**GOAL: Conserve, protect, and manage natural resources and environmentally and culturally significant areas for sustainable use by future generations.**

#### Objectives/Tasks:

- ◆ Expand awareness, education and understanding of the importance of the natural environment.
- ◆ Foster communication and coordination among municipal and county governments to encourage consideration of conservation, protection, and proper management of the natural resources through use of greenways and open space as part of planning and design of development projects.
- ◆ Promote greenways in required buffer areas along streams, rivers and ecologically sensitive areas.
- ◆ Encourage the protection of endangered and threatened wildlife and vegetation.
- ◆ Collaborate with public and private sectors to create a network of open space.

**GOAL: Provide safe transportation options for bike and pedestrian use to surrounding destinations encouraging healthier lifestyles and more livable communities for residents.**

#### Objectives/Tasks:

- ◆ Collaboration between Community Open Land Trust/Lexington Greenways Alliance and the Town of Lexington to create greenways and conserved open space.
- ◆ Promote cooperation among public and private sectors to provide public access points and connections between greenways, bike/pedestrian trails, parks, schools, residential and commercial districts.
- ◆ Educate citizens, businesses, and the development community/industry about greenways and how greenways enhance, improve, and connect neighborhoods to encourage their support, demand and funding for these projects.

**GOAL: Identify opportunities, funding sources and partnerships with public and private agencies/entities to ensure the implementation, maintenance and security of greenway and bike/pedestrian trail projects and programs.**

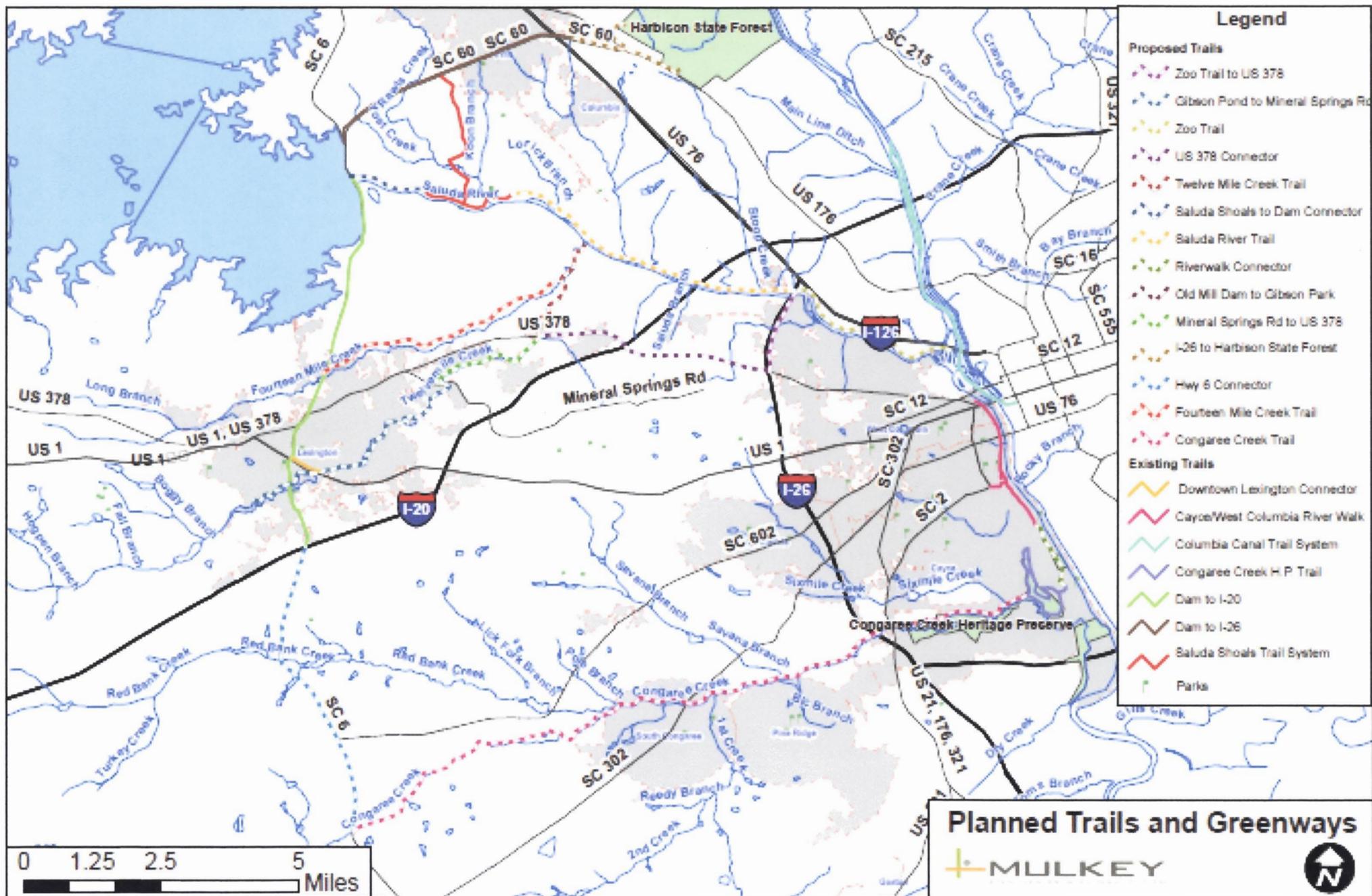
#### Objectives/Tasks:

- ◆ Endeavor to develop new and innovative means to cost-effectively construct new greenway facilities.
- ◆ Establish standard maintenance techniques and monitoring protocols for greenway facilities.
- ◆ Provide safe, efficient and accessible greenways and bike/pedestrian trails to residents and visitors.



**Lexington Greenways Alliance Members:**

<b>Aaron Bell</b>	<b>Central Midlands Council of Governments</b>
<b>Bill Blackston</b>	<b>Clemson Ext. Service/Lexington Countywide Stormwater Consortium</b>
<b>Jay Daniels</b>	<b>Governor's Council on Physical Fitness</b>
<b>Mike Dawson</b>	<b>River Alliance</b>
<b>Quinton Epps, Chair</b>	<b>Town of Lexington Resident</b>
<b>Mike Greeley</b>	<b>Lexington Medical Center</b>
<b>Sue Green</b>	<b>Community Open Land Trust</b>
<b>Tripp Hunter</b>	<b>Walter L. Hunter Construction Company, Inc.</b>
<b>Bill Marshall</b>	<b>SCDNR, Scenic Rivers Program</b>
<b>Hop Ridgell</b>	<b>Town of Lexington Resident</b>
<b>Jewitte Dooley</b>	<b>Davis, Frawley, Anderson, McCauley, Ayer, Fisher &amp; Smith LLC</b>
<b>Dan Walker</b>	<b>Town of Lexington, Parks, Streets and Sanitation</b>
<b>Synithia Williams</b>	<b>Lexington County Public Works</b>



# Fourteen Mile Creek Gateway/Trailhead Park

## *Good Neighbor Park*

### Recorded Comments from Vision Sessions – August 26, 2010

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The Lexington Greenways Alliance was formed in September 2008 as an outgrowth of dedicated, enthusiastic supporters and area residents whose dreams are to create greenway corridors, trails and parks throughout Lexington County, encourage healthier lifestyles; provide transportation options to surrounding destinations and offer opportunities for environmental conservation and education. The Alliance is proposing a passive linear park that will run creek side along Fourteen Mile Creek beginning at the North Lake Drive and Old Cherokee Road intersection and extend 3,500 linear feet down the creek, which borders Bent Creek, Hunters Ridge and Bent Creek Plantation communities. The proposed park will provide access to appreciate the natural beauty surrounding Fourteen Mile Creek; enhanced recreational and educational opportunities; more safe secure residential areas, and additional economic opportunities. The goal now is to capture visions and dreams for what you want our Fourteen Mile Creek corridor to be. Write down your dreams and visions for the Fourteen Mile Creek gateway/trailhead park, the Fourteen Mile Creek corridor, or any other community issue you would like to address.

My visions and dreams for my community are:

#### **Safety / Security / Maintenance:**

**“Safe and secure park – protects neighbors from any negative elements that may occur” • “Walkway separate from line skaters and skateboards for safety of walkers/runners” • “No cooking” • “Emergency phone station at far end of trail” • “Don’t want access from Hunters Ridge Subdivision” • “Well tended” • “Established hours of operation or 24/7” • “Parking Problems” • “Prefer parking next to gas station” • “If the path isn’t concrete (or some type of solid surface), older people, strollers, wheel chairs wouldn’t be conducive and it would possibly attract a crowd that just wanted a private place. Dirt paths on any part of trail would be a concern.” • “I would like to see a safe play environment for our children.”**

#### **Physical Environment / Amenities / Health & Fitness:**

**“Offer seniors rest areas like swing or seats” • “Picnic areas with drinking water” • “Lighted trail for night walks” • “Exercise areas along trails” • “Dog bag stations” • “Would like to see playground • (like Virginia Hilton) and kid friendly environment” • “to have a safe play and exercise environment for myself and my children. Personally, I think it would be wonderful if park/walking trails included a picnic area(s) with shelters and possibly grills.” • “What about a splash pad like Saluda Shoals?” • “Restrooms would be a plus if there are child activities” • “Nice to have mile markers” • “Whatever is added should be different and unique (competing with Virginia Hilton and the Dam)” • “Fitness trails are not a preference” • “I would like to see swing sets and walking trails and sheltered picnic tables for our families and children to enjoy one another.” • “To have a playground for the surrounding community children.” • “to have a safe and fun outdoor environment where my kids and I can swing, run/walk and play.” • “Sheltered picnic tables and well lit walking trails would be ideal.” • “I’d also like to see swing sets and well-lit walking trails in which my family as well as the family dog can enjoy.”**

#### **Social:**

**“Look forward to running the trails or taking evening walks” • “Idea is good. However, not in my back yard” • “Love the vision you have cast” • “A place to walk and relax is good, but I don’t want it in my back yard” • “It would be great for our neighborhood” • “A nice path far enough away from homes with sufficient vegetation would be a great addition to the area” • “Hunters Ridge has major issues with pets barking and the concern would be that walkers would create more of a disturbance for these pets – perhaps a natural hedge barrier could help with this.” • “I feel that building the park and walking trails at Fourteen Mile Creek Gateway/Trailhead Park would be a tremendous asset to our community.”**

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



## APPOINTMENTS BOARDS & COMMISSIONS

November 9, 2010

### **BOBBY KEISLER**

**Museum Commission** - Issac D. Porter; term expired 11/01/10

### **JOHN CARRIGG**

**Assessment Appeals Board** - Kenneth Brad Matthews; term expired 9/21/10; eligible for reappointment; *confirmed desire to serve another term*

**Children's Shelter** - Garrett Huddle; term expired 6/30/10; eligible for reappointment; *confirmed desire NOT to serve another term*

**Museum Commission** - Vacant; term expired 11/01/06

### **BILL BANNING**

**Museum Commission** - Robert A. Werts; term expired 11/01/10; *confirmed desire NOT to serve another term*

### **TODD CULLUM**

**Board of Zoning Appeals** - Stanley Smith; term expires 12/31/13; resigned due to job relocation

**Health Services District** - Vacant; term expired 3/10/09

### **AT LARGE:**

#### **Lexington/Richland Alcohol and Drug Abuse Council (LRADAC)**

John R. Roof - Term expires 12/31/10; recommendation letter and nomination form attached for Don Richards from LRADAC

Steve Hatchell - Term expires 12/31/10; eligible for reappointment; recommendation letter attached from LRADAC; *confirmed desire to serve another term*

#### **Midlands Authority for Conventions, Sports & Tourism:**

**Lodging Industry Representative** - E.L. "Bert" Pooser; term expired 6/30/10; not eligible for reappointment

#### **Stormwater Advisory Board**

**Environmental Steward** - Sue Green; term expires 12/09/10; eligible for reappointment; *confirmed desire to serve another term*

**Environmental Consultant** - Jim Lewis; term expires 12/09/10; eligible for reappointment; *confirmed desire to serve another term*

**Stormwater Professional** - Pearce L. Atkins, P.E.; term expires 12/09/10; eligible for reappointment; *confirmed desire to serve another term*



LRADAC.ORG

P.O. Box 50597  
Columbia, SC 29250

October 19, 2010

The Honorable James E. Kinard, Jr.  
Chairman  
Lexington County Council  
212 S. Lake Drive  
Lexington, South Carolina 29072



Dear Councilman Kinard:

On behalf of LRADAC, I am writing to request that Lexington County Council appoint Mr. Don Richards to LRADAC's Board of Directors to replace Mr. John Roof whose term expires December 31, 2010. Mr. Roof has indicated that he will not seek reappointment.

We would be honored to have Mr. Richards as a member of our Board of Directors. He would certainly be an asset to us and to the citizens of Lexington County in our combined mission of prevention, intervention and treatment of alcohol and other drugs.

If you have any questions concerning his nomination, please let me know.

Sincerely,

Debbie Francis  
President & CEO



RICHLAND  
803.726.9300

LEXINGTON  
803.726.9400





LEXINGTON COUNTY COUNCIL

BOARD/COMMISSION NOMINATION FORM

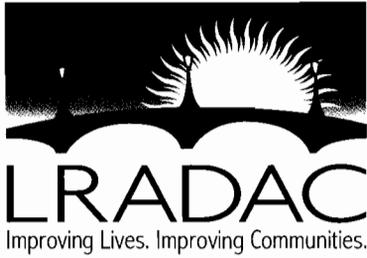
Name of Board/Commission: LRADAC  
Nominee: Don Richards  
Address: PO Box 3310 West Columbia, SC 29171  
Employed by: Wright Way Stores Inc  
Address: Same  
Home Telephone: 357-3434 Business Telephone: 796-5960  
Mobile Phone: 920-1417 Fax Number: 796-5963  
Email Address: d.richards@bellsouth.net  
Is nominee aware of board/commission activities and responsibilities? yes

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

Bachelor of Science in Business (Accounting)  
University of South Carolina  
Treasurer Red Bank Baptist Church  
Former President - Central Chapter  
of S.C. Association of CPA's

Submitted by: \_\_\_\_\_  
Council District Number: \_\_\_\_\_  
Date: \_\_\_\_\_

Please return completed form to:  
Lexington County Council  
212 South Lake Drive, Suite 601  
Lexington, SC 29072  
Or Fax to 803-785-8101  
For questions call 803-785-8103



LRADAC.ORG

P.O. Box 50597  
Columbia, SC 29250



October 28, 2010

The Honorable James E. Kinard, Jr.  
Chair  
Lexington County Council  
212 S. Lake Drive  
Lexington, South Carolina 29072

Dear Councilman Kinard:

Mr. Steve Hatchell has served on LRADAC's Board of Directors and has been an invaluable member with vast knowledge of the alcohol and drug abuse system. He presently Chairs the Finance Committee, the Adolescent Advisory Committee and is a member of the Executive Committee. His term expires in December and we respectfully request that you reappoint him to our Board for another term.

He has been a loyal member whose expertise in finance administration has been an asset to us. His reappointment would benefit our Agency and the citizens of Lexington County.

Please feel free to contact me if you need any additional information.

Sincerely,

Debbie Francis  
President & CEO



RICHLAND  
803.726.9300

LEXINGTON  
803.726.9400



# COUNTY OF LEXINGTON

## Procurement Services

---

MEMORANDUM

(O) 785-8166

(F) 785-2240

**DATE:** October 29, 2010

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

**FROM:** Jeffrey A. Hyde  
Procurement Manager

**SUBJECT:** **Physicals for Public Safety Employees – Term Contract  
C11006-08/31/10S  
Public Safety**

---

Competitive bids were solicited and advertised for a term contract for Physicals for Public Safety Employees. We received four (4) responsive bids on August 31, 2010 (see attached Bid Tabulation).

The bids were reviewed and evaluated by Brian Hood, Public Safety/EMS Director; Russell Rawl, Fire Service Coordinator and Jeffrey A. Hyde, Procurement Manager. It is our recommendation to make the award to Professional Health Services, Inc. as the lowest responsive bidder meeting specifications. It is estimated that the annual value of this contract is approximately \$81,000.00.

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

I concur with the above recommendation and further recommend that this bid be placed on County Council's agenda for their next scheduled meeting on November 09, 2010.

Copy: Larry Porth, Director of Finance/Assistant County Administrator  
Brian Hood, Public Safety/EMS Director  
Russell Rawl, Fire Service Coordinator

**County of Lexington**

**Bid Tabulation**

**BID # : C11006-08/31/10S**

**Physicals for Public Safety Employees**

Item	Qty	U/M	Description	KAL, Inc. dba Fitness Forum		Professional Health Services		North Greenville Fitness & Cardiac Rehabilitation Clinic	
				Unit Total	Total Cost	Unit Total	Total Cost	Unit Total	Total Cost
1	325	EA	Physicals for Public Safety Employees	\$ 210.00	\$ 68,250.00	\$ 207.45	\$ 67,421.25	\$ 225.00	\$ 73,125.00

Optional:

1	1	EA	Male Prostate Specific Antigen	\$ 15.00	\$ 15.00	\$ 16.00	\$ 16.00	\$ 22.00	\$ 22.00
2	1	EA	Female Ovarian Cancer	\$ 20.00	\$ 20.00	\$ 30.50	\$ 30.50	\$ 30.00	\$ 30.00
3	1	EA	Hands On Physical	\$ 100.00	\$ 100.00	\$ 5.00	\$ 5.00	\$ 53.00	\$ 53.00
4	1	EA	COBRA Team Heavy Metal Blood Test	\$ 55.00	\$ 55.00	\$ 80.00	\$ 80.00	\$ 62.00	\$ 62.00
5	1	EA	Tuberculosis	\$ 8.00	\$ 8.00	\$ 10.00	\$ 10.00	\$ 8.00	\$ 8.00
6	1	EA	Hepatitis B Antibody	\$ 8.00	\$ 8.00	\$ 16.50	\$ 16.50	\$ 27.00	\$ 27.00
7	1	EA	Hepatitis B Injections	\$ 50.00	\$ 50.00	\$ 95.00	\$ 95.00	\$ 47.00	\$ 47.00
8	1	EA	Hepatitis C Screening	\$ 10.00	\$ 10.00	\$ 18.00	\$ 18.00	\$ 27.00	\$ 27.00
9	1	EA	Cholinesterase Blood Test	\$ 8.00	\$ 8.00	\$ 34.15	\$ 34.15	\$ 32.00	\$ 32.00
10	1	EA	Chest X Ray	\$ 75.00	\$ 75.00	\$ 70.00	\$ 70.00	\$ 110.00	\$ 110.00
11	1	EA	Specific Hands On Physical	\$ 100.00	\$ 100.00	\$ 5.00	\$ 5.00	\$ 53.00	\$ 53.00
<b>Total</b>					<b>\$ 68,699.00</b>		<b>\$ 67,801.40</b>		<b>\$ 73,596.00</b>

Item	Qty	U/M	Description	Sitemed	
				Unit Total	Total Cost
1	325	EA	Physicals for Public Safety Employees	\$ 210.00	\$ 68,250.00

Optional:

1	1	EA	Male Prostate Specific Antigen	\$ 18.00	\$ 18.00
2	1	EA	Female Ovarian Cancer	\$ 26.00	\$ 26.00
3	1	EA	Hands On Physical	\$ 65.00	\$ 65.00
4	1	EA	COBRA Team Heavy Metal Blood Test	\$ 60.00	\$ 60.00
5	1	EA	Tuberculosis	\$ 8.00	\$ 8.00
6	1	EA	Hepatitis B Antibody	\$ 25.00	\$ 25.00
7	1	EA	Hepatitis B Injections	\$ 43.00	\$ 43.00
8	1	EA	Hepatitis C Screening	\$ 25.00	\$ 25.00
9	1	EA	Cholinesterase Blood Test	\$ 32.00	\$ 32.00
10	1	EA	Chest X Ray	\$ 100.00	\$ 100.00
11	1	EA	Specific Hands On Physical	\$ 65.00	\$ 65.00
<b>Total</b>					<b>\$ 68,717.00</b>

Bids Received: August 31, 2010 @ 3:00 PM

Angela Seymour  
Procurement Officer

# COUNTY OF LEXINGTON

## Procurement Services

---

MEMORANDUM

(O) 785-8319

(F) 785-2240

**DATE:** October 28, 2010

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

**FROM:** Jeffrey A. Hyde  
Procurement Manager

**SUBJECT: Asphalt Roller  
B11024-10/14/10S  
Public Works**

---

Competitive bids were solicited and advertised for one (1) 4-6 ton Asphalt Roller for Public Works. We received five (5) bids on October 14, 2010 (see attached Bid Tabulation).

The bids were evaluated by John Fechtel, Director of Public Works/Assistant County Administrator; and Jeffrey A. Hyde, Procurement Manager. It is our recommendation that it be awarded to Arrow Equipment, LLC, as the lowest responsive bidder. The total cost, including applicable sales tax, is \$44,143.00.

Funds are appropriated in the following account:

1000-121300-5AB081	(1) 4-6 Ton Asphalt Roller - Replacement	\$63,000.00
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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 November 09, 2010.

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

# County of Lexington

## Bid Tabulation

B11024  
JAH  
10/14/2010

Bid # B11024- 10/14/10S

Asphalt Roller

			JCB of South Carolina		Flint Equipment Company		Hills Machinery Co., LLc		
Item #	Quantity	U/M	Description	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price
1	1	ea	Asphalt Roller	\$50,844.81	\$50,844.81	\$44,977.00	\$44,977.00	Non-Responsive	Non-Responsive
			Tax		\$300.00		\$300.00		
			Total Bid		\$51,144.81		\$45,277.00		Non-Responsive

			Stafford / Carolinas		Arrow Equipment		
Item #	Quantity	U/M	Description	Unit Price	Total Price	Unit Price	Total Price
1	1	ea	Asphalt Roller	\$53,780.00	\$53,780.00	\$43,843.00	\$43,843.00
			Tax		\$300.00		\$300.00
			Total Bid		\$54,080.00		\$44,143.00

Non-Responsive Vendor did not submit the required bond surety.

Bid Opened : October 14, 2010 @ 3:30 PM

Jeffrey A. Hyde, CPPB  
Procurement Officer

# COUNTY OF LEXINGTON

## Procurement Services

---

### MEMORANDUM

(O) 785-8166

(F) 785-2240

**DATE:** November 01, 2010

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

**FROM:** Jeffrey A. Hyde  
Procurement Manager

**SUBJECT: Service of 150 MIFI Aircards  
Sheriff's Department**

---

We have received a purchase request for the service of 150 MIFI Aircards for the Sheriff's Department. These items will be procured through SC State Contract # CI02004.02.06, from Verizon at a cost of \$6,150.00 per month. This state contract currently expires on June 30, 2011. The total cost of this order, including all fees and applicable taxes is \$49,200.00, for the balance of the fiscal year (8 months).

Funds are appropriated in the following account:

1000-151200-525004	WAN Service Charges	\$61,381.72
--------------------	---------------------	-------------

I concur with the above recommendation and further recommend that this purchase be placed on the County Council's agenda for their next scheduled meeting on November 09, 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:** November 01, 2010

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

**FROM:** Jeffrey A. Hyde  
Procurement Manager

**SUBJECT:** **Contract to Furnish Rental of Containers and Disposal Services for Eleven (11) Collection & Recycling Centers and the Edmund Landfill. C11010-09/27/10H Solid Waste Management**

---

Competitive bids were solicited and advertised for a term contract for Contract to Furnish Rental of Containers and Disposal Services for household waste, construction/demolition, and yard debris (including Recyclable Scrap Metal) for eleven (11) Collection & Recycling Centers and the Edmund Landfill. A mandatory pre-bid meeting was held on September 13, 2010, in which five (5) vendors attended. An extensive review of the bid documents was conducted (specifically Section 6 of the specifications) and Amendment One was issued to clarify issues that were discussed during the meeting. We received four (4) responsive bids and one (1) no bid on September 27, 2010 (see attached Bid Tabulation).

The lowest bid price was offered by Waste Pro. However, after evaluating their bid, no references of similar completed projects were included as required in Section 6.2 of the bid document. Specifically, they have no experience providing service to multiple collection stations. The County made follow-up telephone calls and e-mails to Waste Pro which confirmed the lack of experience. Although Waste Pro has extensive experience in residential solid waste collection, they do not have the specific work experience that is needed for this bid. Experience in handling the time sensitive collection station work has been very important to the County. Also, Waste Pro does not currently have the required equipment needed to fulfill the terms of the contract. Such equipment will have to be purchased. It is for all of these reasons that the County of Lexington determined the Waste Pro bid as "Non-Responsive". It is our recommendation to make the award to Waste Management of SC as the lowest responsive bidder meeting the specifications for an estimated yearly cost of \$1,118,000.00.

We further recommend that this term contract be awarded for the initial period of four and a half (4-1/2) years with the option to extend the contract for three (3) additional one (1) year periods, if deemed to be in the best interest of the County.

I concur with the above recommendation and further recommend that this bid be placed on County Council's agenda for their next scheduled meeting on November 09, 2010.

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

**County of Lexington**

**Bid Tabulation**

C11010  
JAH  
09/27/2010

**BID # : C11010-09/27/10H**

**Furnish Rental Containers - SWM**

Item	Qty	U/M	Description	Advanced Disposal Services		Toter, Inc		Waste Pro of S.C.	
				Unit Total	Total Cost	Unit Total	Total Cost	Unit Total	Total Cost
A	12	MO	30 yd Container Rental - Fixed	\$50.00	\$600.00		No Bid	\$30.00	\$360.00
	12	MO	40 yd Container Rental - Fixed	\$50.00	\$600.00		No Bid	\$85.00	\$1,020.00
B	unk	each	30 yd Pull Cost	\$135.00			No Bid	\$95.00	
	unk	each	30 yd Pull Cost - Edmund site	\$50.00			No Bid	\$85.00	
	unk	each	40 yd Pull Cost	\$135.00			No Bid	\$95.00	
C	unk	each	30 yd Pull Cost - Adjust.	\$135.00			No Bid	\$97.37	
	unk	each	30 yd Pull Cost - Edmund site, Adj.	\$50.00			No Bid	\$87.37	
	unk	each	40 yd Pull Cost - Adjust	\$135.00			No Bid	\$97.37	
D	unk	each	20 yd Special Events	\$110.00			No Bid	\$100.00	
			OPTION # 1						
E	12	MO	30 yd Container Rental - Scrap, Fixed	\$50.00	\$600.00		No Bid	\$30.00	\$360.00
F	unk	each	30 yd Pull Cost - Scrap, Fixed	\$135.00			No Bid	\$95.00	
G	unk	each	30 yd Pull Cost - Scrap, Adjustable	\$135.00			No Bid	\$97.37	

Item	Qty	U/M	Description	Waste Industries, LLC.		Waste Management of SC	
				Unit Total	Total Cost	Unit Total	Total Cost
A	12	MO	30 yd Container Rental - Fixed	\$65.00	\$780.00	\$46.09	\$553.08
	12	MO	40 yd Container Rental - Fixed	\$65.00	\$780.00	\$46.09	\$553.08
B	unk	each	30 yd Pull Cost		No Bid	\$113.99	
	unk	each	30 yd Pull Cost - Edmund site		No Bid	\$50.00	
	unk	each	40 yd Pull Cost		No Bid	\$113.99	
C	unk	each	30 yd Pull Cost - Adjust.	\$183.00		\$109.99	
	unk	each	30 yd Pull Cost - Edmund site, Adj.	\$183.00		\$50.00	
	unk	each	40 yd Pull Cost - Adjust	\$183.00		\$109.99	
D	unk	each	20 yd Special Events	\$200.00		\$109.99	
			OPTION # 1				
E	12	MO	30 yd Container Rental - Scrap, Fixed		No Bid	\$46.09	\$553.08
F	unk	each	30 yd Pull Cost - Scrap, Fixed		No Bid	\$46.09	
G	unk	each	30 yd Pull Cost - Scrap, Adjustable		No Bid	\$113.99	

Bid Opened: September 27, 2010 at 3:00 PM

Jeffrey A. Hyde, CPPB  
Procurement Officer

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



COUNTY OF LEXINGTON, SOUTH CAROLINA

**Community Development**

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

ZONING TEXT AMENDMENT APPLICATION # **T10-02**

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

All sections of the Zoning Ordinance including but not limited to vesting, definitions, principal activity descriptions, accessory activities, permitted activity by district, permitted access by street classification, parking, buffering restrictions, signs, and administration.

Reason for the request: Comprehensive review of the text for needed updates.

Submitted on behalf of:       County Council       Planning Commission

Printed Name: Charles M. Compton      Title: Planning Director

Signature: Signature on file

08/13/10	Application Received		9/23/10	Newspaper Advertisement
10/21/10	Planning Commission			

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

\_\_\_\_\_

08/24/10	First Reading	10/12/10	Public Hearing	10/26/10	Second Reading		Third Reading
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Results: \_\_\_\_\_

\_\_\_\_\_

**Make the following changes and additions to:****Section 11.33 Existing Permits**

Building permits ~~or zoning permits~~ lawfully issued before the effective date of this Ordinance or subsequent amendments shall remain in effect **for as long as** provided **by the Lexington County Building Code**. ~~that such building, structure, or activity is substantially underway and being diligently pursued within six months of the issuance of the permit. If such does not occur, then the permit shall automatically lapse and the provisions of this Ordinance shall apply.~~ **Zoning permits lawfully issued before the effective date of amendments to this Ordinance shall remain in effect as long as provided for in Section 121.10.**

**Make the following changes and additions to:****Section 12.10 Definitions**

Grandfathered Residential Use: residential use in existence or permitted for construction ~~by~~ **before** the dates below:

Dutch Fork Planning Area – August ~~13~~**14**, 1980

Eastern Lexington County Planning Area – August ~~13~~**14**, 1980

Central Lexington County Planning Area – December ~~8~~**9**, 1986

Northern Lexington County Planning Area – August ~~1~~**2**, 1987

Western Lake Murray Lexington County Planning Area – March ~~20~~**21**, 1989

Southern Lexington County Planning Area – January ~~12~~**13**, 1998

Western Lexington County Planning Area – November 14, 2001

An abandoned residential structure which is derelict or uninhabitable for a continuous period of 12 months or greater shall not be considered a grandfathered use. An uninhabited residence shall not in and of itself constitute abandonment.

**Make the following changes and additions to:****Section 21.10 Description of Principal Activities**

Child or Adult Day Care include any facility for the regular care, supervision, or guidance of pre-teenage children, senior citizens, or adults with disabilities, which is subject to registration or licensing by the South Carolina Department of Social Services. Regular care, supervision, or guidance of no more than 6 such individuals may qualify as a Home Occupation under Section 21.22.

Communication Towers (Limited) include those used for telephone transmittal. The buildings attendant to such use may be included in this activity as long as the size does not exceed 300 square feet.

*Vegetation.* Towers to preserve existing vegetation.

*Illumination.* Towers shall be illuminated only to the extent required by applicable federal or state statute or regulation.

*Co-location.* Satisfactory evidence shall be submitted that alternative towers, buildings, or other structures are not available for use within the communication tower site search area that are structurally capable of supporting the intended wireless communication antenna or meeting the necessary height criteria, or provide a location free of interference from other communication towers. The applicant for a new tower shall sign an instrument, maintained by the County, agreeing to encourage and promote the joint use of telecommunications towers within the County and, to that extent, committing that there shall be no unreasonable act or omission that would have the effect of excluding, obstructing or delaying joint use of any tower where fair and reasonable market compensation is offered for such use.

*Color.* Towers shall be light gray, except as otherwise required by applicable federal or state statute or regulation.

*Fall zone letter required.* A tower must be designed such that, in the event of structural failure, it would not fall within a public right-of-way or on to adjoining property. A signed letter from a registered professional structural engineer certifying to this will be required unless the setback exceeds the height of the tower.

Communication Towers (Extensive) include those used for radio; ~~and television, and telephone~~ transmittal. The buildings attendant to such use may be incorporated into the Business Services activity.

*Vegetation.* Towers to preserve existing vegetation.

*Illumination.* Towers shall be illuminated only to the extent required by applicable federal or state statute or regulation.

*Color.* Towers shall be light gray, except as otherwise required by applicable federal or state statute or regulation.

*Fall zone letter required.* A tower must be designed such that, in the event of structural failure, it would not fall within a public right-of-way or on to adjoining property. A signed letter from a registered professional structural engineer certifying to this will be required unless the setback exceeds the height of the tower.

Nursing Homes include convalescent homes, convalescent hospitals and clinics. Skilled care is typically provided to residents/patients. (See also “Retirement Centers.”)

Retirement Centers/Assisted Living Facilities include those complexes offering a combination of housing options with the following accessory activities allowed on site as long as they are for the residents only: support services, light retail/personal services, food services, and/or medical services on-site. Activities may take place under one roof or in separate buildings. (See also “Nursing Homes.”)

### **Make the following changes and additions to:**

#### **Section 21.21 Partial List of Accessory Activities**

- j. Vehicles without a current license plate or vehicles under repair for longer than 30 days, are an allowed accessory activity to residential use only if fully screened from the road right-of-way and any surrounding properties.

In the case of a single vehicle on a property meeting this description, a cloth automotive cover may be used provided that it is designed and sold specifically for use as a car/truck cover and is in excellent condition. A Tarpaulin may not be used as screening. For multiple cars, total screening must be provided as described in Article 2, Section 23.30 Screening.

k. The repetitive overnight parking of commercial-type vehicles shall be allowed as an accessory activity to a residential use only through compliance with the following restrictions, ~~or through appropriate waivers from protected property owners,~~ or through a variance from the Board of Zoning Appeals. The parking of any vehicle shall not violate the vision clearance requirements of this Ordinance. There are also no grandfathering provisions for any existing violations of these restrictions.

1. Allowed without restrictions:

Pickup – two door  
Pickup – four doors with extended cab  
Pickup/truck – six wheels (dual rear wheels)

2. Allowed if parked completely off the road right-of-way:

Small van or mini-van used commercially (i.e., name on side, no windows)  
Tour van  
Privately owned ambulance  
Recreational vehicle and accessories  
School bus

3. Allowed if parked beyond any setback lines imposed by this Ordinance:

Large step van

4. Allowed if completely screened from the road and all surrounding property:

Tow truck or standard wrecker  
Car carrier (flat-bed tilt)  
Glass carrier  
Tour minibus  
Tractor trailer rig  
Tractor trailer – cab only  
Tractor trailer – trailer only  
Dump truck  
Garbage truck  
Large van/truck – “moving van”  
Flatbed truck – single chassis  
Flatbed truck – tractor/trailer  
“Bucket” truck  
Trailers with commercial materials

Such accessory activities shall not include any of the following:

The repetitive overnight parking of the following commercial-type vehicles as an accessory activity to residential use. Since these activities are prohibited, a ~~waiver~~ or variance is not allowed as a method of relief from these restrictions, nor are there any grandfathering provisions for any existing violations.

Full size tour bus  
Any vehicle hauling hazardous materials (e.g., pesticides, flammable liquids/gases)  
Tanker truck  
Backhoe  
Motor grader, front-end loader, or other earthmoving equipment  
(This list does not include yard and garden equipment not used commercially)

**Make the following changes and additions to:**

**21.31 Chart of Permitted Activities by District**

R1	R2	R3	D	RA	RD	LC	C1	C2	ID	LR	ACTIVITIES
<input checked="" type="checkbox"/>	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	Child or Adult Day Care
✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	Communication Towers (Limited)
					✓				✓	✓	Communication Towers (Extensive)
<input checked="" type="checkbox"/>	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	Nursing Homes
<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	✓	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	✓	✓	✓	✓	✓	✓	Retirement Centers/Assisted Living

The permitting of this activity in this district is allowed only if the access to the activity is by an Arterial (A) or Collector (C) street.

**Make the following changes and additions to:**

**22.02 Chart of Permitted Access by Street Classification**

The following chart designates the street classifications necessary to access each of the major activities. A principal activity which is restricted from access to a specific street classification may not locate where the activity is reachable only through the use of a street with such a restricted classification.

If a street right-of-way has been annexed by a municipality, the access necessary for a major activity will be determined by using the street classification in existence before the annexation.

There are limits placed on some activities allowed to access a Limited Local (LL) street classification. The last column in the chart describes the specific nature of these limits where they exist. They are expressed in either maximum number of dwelling units (DU) per acre, maximum number of beds per acre, or maximum floor area ratio (FAR). A floor area ratio is an expression of the total floor area of a structure or building, including useable basements, compared to the total lot area. For example, a 1000 square foot building on a 10,000 square foot lot would have a floor area ratio of .10.

A	C	L	RL6	RL5	RL4	LL & Max. Limits	ACTIVITIES
✓	✓	✓	✓				Child or Adult Day Care
✓	✓	✓	✓	✓	✓	✓	Communication Towers (Limited)
✓	✓	✓				✓ .03 FAR	Communication Towers (Extensive)
✓	✓	✓	✓			✓ 12 Beds/acre	Nursing Homes
✓	✓	✓	✓			✓ 6 DU/acre	Retirement Centers/Assisted Living

**Make the following changes and additions to:**

**22.20 Parking**

ACTIVITY

Communication Towers (Limited)  
Communication Towers (Extensive)

MINIMUM NUMBER of PARKING SPACES

no minimum established  
no minimum established

**Make the following changes and additions to:**

**23.50 Chart of Buffering Restrictions**

ACTIVITIES		HEIGHT (#/1)	BUFFER	SETBACKS from		SCREENING	
				Adjoining Property	Road R. O. W.	Total	Partial
Child or Adult Day Care	R	¼	30	50	30	50	75
	I	3					
Communication Towers (Limited)	R	1	30	50	30	50*	100*
	I	4					
* Screening requirements apply to the first 20 feet of the tower above the ground.							
Communication Towers (Extensive)	R	1	30	50	30	50*	100*
	I	4					
* Screening requirements apply to the first 20 feet of the tower above the ground.							
Hospitals	R	¼	70	100	50	150	225
	I	3					
Nursing Homes	R	½¼	30/50#	50/70#	30	50/100#	70/150#
	I	3		20*	30		
* Setback may be reduced to 10' if a minimum 20' line of sight is maintained. # This extra protection shall be afforded in all districts, but only relative to Residential Detached and Mobile Home activity already in use on surrounding properties. In such cases the extent of this extra protection, if any, shall be determined in accordance with Special Rule #1 as if the Residential Detached or Mobile Home activity was a Grandfathered Residential Use within an Intensive Development District.							
Retirement Centers/Assisted Living	R	½¼	100 30/50#	10*50/10070#	30	12080#	180120#
	I	3		1020*	30		
* Setback may be reduced to 10' if a minimum 20' line of sight is maintained. # This extra protection shall be afforded in all districts, but only relative to Residential Detached and Mobile Home activity already in use on surrounding properties. In such cases the extent of this extra protection, if any, shall be determined in accordance with Special Rule #1 as if the Residential Detached or Mobile Home activity was a Grandfathered Residential Use within an Intensive Development District.							

**Make the following changes and additions to:**

**ARTICLE 2 - APPLICATION OF REGULATIONS, Chapter 3. Buffering Restrictions  
and renumber this Chapter as necessary.**

**23.00 Purpose**

Buffering restrictions are a key component of this Ordinance which strive to achieve compatibility of neighboring activities. To accomplish this goal each principal activity classification has a separate set of recommended maximum buffering restrictions which address height, buffers, setbacks, and screening. These principal activity categories will find themselves located in projects containing varying degrees of intensity depending on the layout, size, shape, design, etc. of the specific activity itself, the accessory activities, and the associated buildings and structures. Determination of the ideal buffering restrictions for each specific principal activity will be subject to a process outlined in this Chapter. Likewise subdivisions and other new developments which may contain a variety of activities will be given internal flexibility with the application of these restrictions in order to achieve a maximum level of creativity in the formation of their project layout.

**23.560 Chart of Maximum Buffering Restrictions**

The columnar chart below lists the **maximum** buffering restrictions defined in this chapter as they apply to ~~specifie~~ the list of principal activities. The procedure for determining the actual buffering restrictions that will apply to a particular project or site shall be as outlined in the following paragraphs.

A request for a zoning permit which utilizes the maximum buffering restrictions as published shall be approved with respect to the requirements of this Chapter. A request for a zoning permit which proposes to utilize buffering restrictions less than the maximum numbers listed must employ the following procedure:

If the owner of any protected property wishes to sanction the selection of a lesser specific restriction, such consent shall be noted on a form provided by Lexington County. This consent shall become valid only upon verification by the Zoning Administrator and attachment to the applicable zoning permit.

If the process outlined above does not produce the buffering restriction desired by the applicant requesting a zoning permit, the applicant may apply to the Board of Zoning Appeals for a decision following the variance procedures outlined in Chapter 2 of Article 12 – Administration. Once the Board renders a decision the applicant may not utilize the process outlined in the previous paragraph unless significant aspects of the permit request have been modified or the ownership of the protected property has changed.

In the development of a subdivision or other new development which may contain a variety of activities, the internal buffering restrictions shall be determined by the design of the project. Internal shall be defined as those buffering restrictions intended to determine the relationship between properties contained wholly within the boundaries of the project. Buffering restrictions with respect to surrounding properties shall be determined as outlined in the previous paragraphs, as will any internal buffering restrictions not specified in documents and on plats recorded with the Register of Deeds. Setbacks from internal rights-of-way for roads to be constructed as part of the project may also be reduced provided all off-street parking requirements, sight distances, and applicable Building Code restrictions are met.

Following are general rules and special rules for interpreting the chart:

**Make the following changes and additions to Sections within:**

**ARTICLE 2 - APPLICATION OF REGULATIONS, Chapter 5. Signs**

**Section 26.00 Definitions and Quick Reference Chart**

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

**Section 26.53 Specialty Signs**

Residential/Commercial/Industrial Subdivision and Residential Development Signs are permanent signs displaying no information other than the name of the subdivision, group housing development, apartment/condominium complex, or mobile home park. Such signs may be either single signs or gateway signs (paired signs on each side of an entrance). These signs shall not exceed 100 square feet each in display area, and shall not exceed a height of 6 feet. However, the display area and height restrictions are not intended to apply to the entire decorative structure on which the sign is displayed. Within the same project, a single sign or pair of gateway signs must be at least 300 feet from another single sign or pair of gateway signs. Such signs shall also be exempt from the **area and height limitations in Section 26.55 and the** 10-foot setback restriction of Section 26.51, but still must comply with the engineering criteria found in the Lexington County Land Development Manual and the Driveway Restrictions found in Section 22.10 of this Ordinance. A sign can be located in a road right-of-way median if such sign complies with all engineering criteria found in the Lexington County Land Development Manual.

**26.65 Minimum Height**

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

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

**Make the following changes and additions to:**

**ARTICLE 10 – SEXUALLY ORIENTED BUSINESSES**

**102.20 Permits**

- b. Property owners where sexually oriented businesses are located may not **sanction the selection of a lesser buffering restriction as outlined in Section 23.60 if that restriction is** ~~sign a Zoning Waiver to relax any of the restrictions~~ applicable to another sexually oriented business.

**Make the following changes and additions to:**

**ARTICLE 12 – ADMINISTRATION**

**Delete Section 121.04 and renumber this Chapter as needed:**

**~~121.04 Power to Arbitrate~~**

~~Where buffering restrictions and performance standards apply, the Zoning Administrator shall act as the initial arbiter wherein surrounding property owners conflict or consent with regard to the application of these regulations or standards. A decision by the Zoning Administrator to relax either the buffering restrictions or performance standards shall be based upon the written consent of the neighboring and affected property owner(s), upon forms provided by the Zoning Administrator. This consent shall be called a zoning waiver and shall become valid only upon verification by the Zoning Administrator and attachment to an applicable zoning permit.~~

**121.05 Measurement**

If it is determined that following the issuance of a zoning permit a structure has been placed within the buffer and/or setback in error and all reasonable remedies (except ~~waiver or~~ variance) have been exhausted, the Zoning Administrator has the discretion to allow an encroachment up to 6 inches or 5 percent, whichever is greater. This remedy, when applicable, will only be applied to the required linear measurement for buffers and/or setbacks.

**122.60 Standards for Variances**

The Board ~~shall not~~ **may** grant a variance ~~unless if~~ it makes **the following** findings as follows:

- a. There are extraordinary and exceptional conditions pertaining to the particular piece of property;
- b. These conditions do not generally apply to other property in the vicinity;
- c. Because of these conditions, the application of the ordinance to the particular piece of property would effectively prohibit or unreasonably restrict the utilization of the property; and
- d. The authorization of a variance will not be of substantial detriment to adjacent property or to the public good, and the character of the district will not be harmed by the granting of the variance.

**The Board shall also consider the following when hearing a variance request in these sections of the Ordinance:**

**Section 22.10, Driveway and Street Restrictions – Many of the regulations found in this section are based upon laws of physics and engineering standards that help achieve sight lines, sight distances, etc. that provide for safer movement of motorists and pedestrians. Such restrictions should not be decreased without the support of a qualified engineering study.**

**Chapter 5. Signs, from Article 2, Application of Regulations – This Chapter contains many standards that implement comprehensive aesthetic and safety initiatives of Lexington County. Most of these regulations are articulated in a manner that provides an equal opportunity for all to advertise their activity and many help businesses avoid becoming a nonconformity upon annexation into a municipality. The Board should not approve a variance that destroys this equitable balance of opportunity, that damages the County’s aesthetic and safety initiatives, or that creates a nonconformity problem for a business in future years.**

## 123.20 Extent of Amendment Granted

In making a decision on a map amendment application, the County Council may grant a more restrictive zoning amendment, but not a less restrictive zoning amendment than formally requested by the applicant. any of the Zoning Districts or Street Classifications that fall between the existing and requested District or Street Classification in the following chart:

<u>Districts</u>	<u>Street Classifications</u>
R1 – Low Density Residential	RL4 – Residential Local Four
R2 – Medium Density Residential	RL5 – Residential Local Five
R3 – High Density Residential	RL6 – Residential Local Six
D – Development	LL – Limited Local
RA – Recreational/Agricultural	L – Local
RD – Restrictive Development	C – Collector
LC – Limited Commercial	A – Arterial
C1 – Neighborhood Commercial	
C2 – General Commercial	
ID – Intensive Development	
LR – Limited Restriction	

## 124.10 Penalties for Violation

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

**ORDINANCE No. 10-01**

**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 (THE “COUNTY”) AND ABMA, LLC; THE INCLUSION AND MAINTENANCE OF CERTAIN PROPERTY IN A MULTI-COUNTY INDUSTRIAL PARK AND MATTERS RELATING THERETO.**

**WHEREAS, Lexington County, South Carolina (the “County”),** a public body corporate and politic under the laws of the State of South Carolina (the “State”) and a political subdivision of the State, has, by an Inducement Resolution adopted on January 12, 2010, as amended by an Amended Inducement Resolution adopted on October 26, 2010 (collectively the “Inducement Resolution”), taken official action to identify the Project (as defined below) as a “project” 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 **ABMA, LLC (the “Company”),** whereby the County shall accept payments of fees-in-lieu of taxes for the Project under the provisions of Title 12, Chapter 44 of the Code of Laws of South Carolina 1976, as amended (the “FILOT Act”);

**WHEREAS, the County and the Company** desire to enter into a Fee Agreement concerning the expansion of a facility in the County (which expansions constitutes a project under the FILOT Act and is referred to herein as the “Project”);

**WHEREAS, the Project** is expected to provide significant economic benefits to the County and surrounding areas, and, 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 FILOT 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, the County** has previously included the Project and the site on which the Project is or will be located within an existing multi-county industrial or business park (the “MCIP”) pursuant to the Park Agreement (as defined below), the provisions of Article VIII, Section 13 of the Constitution of the State of South Carolina, 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, as further inducement to the Company, has determined to maintain such designation as set forth herein and in the Fee Agreement;

**WHEREAS, pursuant to Ordinance 95-12, as subsequently amended, the County** entered into an Agreement (as subsequently amended or modified, the “Park Agreement”) for

development of a multi-county industrial park with Calhoun County, South Carolina (the “Park”); 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 FILOT Act and particularly Section 12-44-40(H)) 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 FILOT Act;

(b) It is anticipated that the Project will benefit the general public welfare of the County by providing services, recreation, or 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 Company will invest, or cause to be invested, at least \$20 million in the Project and will create, or cause to be created, at least 283 new jobs in the County, all prior to the end of the periods 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 under the FILOT Act.

**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, or with such changes therein as shall not materially adversely affect the rights of the County thereunder and as may be recommended by counsel for the County, and as shall be approved by the official or officials of the County executing the same, their execution thereof to constitute conclusive evidence of their approval of any and all changes or revisions therein from the form of the Fee Agreement now before this meeting. 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 performance of all obligations of the County under and pursuant to the Fee Agreement, and to carry out the transactions contemplated thereby and by this Ordinance.

**Section 4.** The Project and the site on which the Project is or will be located, as set forth more fully on the attached Exhibit A has previously been included in the Park, and the County shall maintain such designation on terms which provide for all jobs created, or caused to be created, by the Company during the investment period to be set forth in the Fee Agreement any additional jobs tax credits afforded by the laws of the State of South Carolina for projects located within multi-county industrial or business parks.

**Section 5.** The consummation of all transactions contemplated by the Fee Agreement and a multi-county industrial park agreement, including, without limitation, the 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.

**[EXECUTION PAGE TO FOLLOW]**

**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:     October 26, 2010  
Second Reading:   November 9, 2010  
Public Hearing:     November 9, 2010  
Third Reading:     December 14, 2010

## EXHIBIT A

### LEGAL DESCRIPTION

ALL that certain piece, parcel, tract, or lot of land, together with any improvements located thereon, situate, lying and being in the City of West Columbia, County of Lexington, State of South Carolina, containing 30.00 acres, more or less, and shown on that certain ALTA/ACSM Land Title Survey prepared for Bosch/Moose Project, prepared by R. Scott Barrett, Land Surveyor No. 23203, Barrett Surveying Group, LLC, dated October 22, 2009 and recorded December 23, 2009 in the Office of the Register of Deeds for Lexington County, South Carolina in Plat Book 14023, at pages 37 - 39. The survey is specifically incorporated herein by reference and reference to said survey is craved for the particulars as to metes, courses, distances, size, shape, dimensions, measurements, bounds and boundaries.

TOGETHER WITH a 60 foot wide non-exclusive easement of right-of-way for ingress, egress and regress over and across that portion of Enterprise Parkway, Metropolitan Drive northeast of Enterprise parkway and extension of Metropolitan Drive and described in that certain conveyance deed to PBR Automotive South Carolina, L.L.C. from Richland-Lexington Airport District dated May 20, 1999 and recorded May 24, 1999 in the Office of the Register of Deeds for Lexington County, South Carolina in Record Book 5263, at page 115, all as delineated on ALTA/ACSM Land Title Survey prepared for Bosch/Moose Project, prepared by R. Scott Barrett, Land Surveyor No. 23203, Barrett Surveying Group, LLC, dated October 22, 2009. Upon dedication to and acceptance by Lexington County of the roadway and other improvements located within the property over which the easement is granted, this easement shall terminate.

TOGETHER WITH Drainage Easement, Permit and Agreement and Grading Plan Approval between PBR Automotive, LLC and Richland-Lexington Airport District dated May 20, 1999 and recorded June 2, 1999 in the Office of the Register of Deeds for Lexington County, South Carolina in Record Book 5276, at page 79.

TOGETHER WITH Deed to Water Distribution System, Sanitary Sewer Lines, Pumps and Easement conveyed to City of Cayce, South Carolina from Richland-Lexington Airport District dated March 13, 1989 and recorded May 22, 1989 in the Office of the Register of Deeds for Lexington County, South Carolina in Book 1335, at page 173 and rerecorded in Book 1347, at page 221.

Derivation: Limited Warranty Deed to ABMA, LLC, a Delaware limited liability company, from Bosch Chassis Systems Columbia, L.L.C., a Delaware limited liability company, f/k/a PBR Columbia L.L.C., dated effective as of December 31, 2009 and recorded December 31, 2009 in the Office of the Register of Deeds for Lexington County, South Carolina in Record Book 14035, at page 140.

Tax Map Number: 005698-03-013

**FEE AGREEMENT**  
**BETWEEN LEXINGTON COUNTY, SOUTH CAROLINA**  
**AND**  
**ABMA, LLC**  
**DATED AS OF**  
**\_\_\_\_\_ , 2010**

## TABLE OF CONTENTS

	PAGE
FEE AGREEMENT.....	1
ARTICLE I RECAPITULATION AND DEFINITIONS .....	2
SECTION 1.1. Statutorily Required Recapitulation.....	2
SECTION 1.2. Rules of Construction; use of Defined Terms .....	2
SECTION 1.3. Definitions .....	2
ARTICLE II LIMITATION OF LIABILITY; INDUCEMENT .....	4
SECTION 2.1. Limitation of Liability .....	4
SECTION 2.2. Inducement.....	4
ARTICLE III REPRESENTATIONS, WARRANTIES AND COVENANTS.....	5
SECTION 3.1. Representations and Warranties of the County.....	5
SECTION 3.2. Covenants by the County .....	6
SECTION 3.3. Representations and Warranties of the Company .....	6
ARTICLE IV COMMENCEMENT AND COMPLETION OF THE PROJECT .....	7
SECTION 4.1. The Project.....	7
SECTION 4.2. Diligent Completion .....	7
SECTION 4.3. Modifications to Project.....	7
ARTICLE V PAYMENTS-IN-LIEU-OF-TAXES; DISPOSITION OF PAYMENTS-IN-LIEU-OF-TAXES.....	8
SECTION 5.1. Payments-in-Lieu-of-Taxes .....	8
SECTION 5.2. Disposal of Property; Replacement Property.....	9
SECTION 5.3. Fee Term .....	10
SECTION 5.4. Minimum Investment.....	10
ARTICLE VI PROPERTY TAX EXEMPTION AND ABATEMENT .....	10
SECTION 6.1. Protection of Tax Exempt Status of the Project.....	10
ARTICLE VII EFFECTIVE DATE .....	11
SECTION 7.1. Effective Date .....	11
ARTICLE VIII SPECIAL COVENANTS .....	11
SECTION 8.1. Indemnification Covenants .....	11
SECTION 8.2. Assignment and Leasing.....	12
ARTICLE IX EVENT OF DEFAULT AND REMEDIES .....	12
SECTION 9.1. Events of Default Defined .....	12
SECTION 9.2. Remedies on Default.....	13
SECTION 9.3. No Additional Waiver Implied by One Waiver.....	14
ARTICLE X MISCELLANEOUS .....	<b>ERROR! BOOKMARK NOT DEFINED.2</b>
SECTION 10.1. Notices .....	14
SECTION 10.2. Binding Effect.....	15
SECTION 10.3. Invalidity and Severability.....	15
SECTION 10.4. Payments Due on Saturday, Sunday and Holidays.....	153
SECTION 10.5. Fiscal Year; Property Tax Year .....	15
SECTION 10.6. Amendments, Changes and Modifications .....	15
SECTION 10.7. Execution of Counterparts .....	16
SECTION 10.8. Law Governing Construction of Agreement .....	16

SECTION 10.9. Filings .....16  
SECTION 10.10. Headings .....16  
SECTION 10.11. Further Assurance .....16

## 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 **ABMA, LLC**, a limited liability company organized and existing under the laws of the State of Delaware, acting for itself, any affiliates or other project sponsors (“the Company”).

### 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, recreation or 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 12, 2010, as amended by an Amended Inducement Resolution dated October 26, 2010 (collectively, the “Inducement Resolution”) the County committed to enter into a fee agreement with the Company whereby the County shall accept 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 **432.744** for 20 years for each Stage (as defined herein) of the Project (as defined herein) and the Site, and to take such action as is required to place and maintain the Project and the Site (as defined herein) in a multi-county industrial park for a term as set forth herein, provided the Company invests **\$20 million** in the Project by the end of the Investment Period; and

**WHEREAS**, pursuant to an Ordinance adopted on \_\_\_\_\_, 2010 (the “Ordinance”), as an inducement to the Company to develop the Project, the County Council authorized the County to enter into that Fee Agreement and to include and maintain the property comprising the Project in the Multi-County Industrial Business 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 Company agree to waive the recapitulation requirements of Section 12-44-55. If the Company 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 Company's 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.

#### **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 Company, then such amendment shall only be applicable with the consent or at the request of the Company.

**“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 Company have entered into this Agreement.

**“Company”** means **ABMA, LLC**, a Delaware limited liability company, and its successors and assigns.

**“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 located at the Site to the extent such property becomes a part of the Project under this Fee Agreement.

**“Event of Default”** shall mean 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 Company.

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

**“Inducement Resolution”** shall mean the Resolution of the County Council adopted on January 12, 2010, as amended by an Amended Inducement Resolution adopted on October 26, 2010, committing the County to enter into the Fee Agreement.

**“Investment Period”** shall mean the period beginning with the first day that economic development property (as defined in the Act) 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 which includes, and shall include, the Project and the Site 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”** shall mean the Multi-County Industrial and Business Park Agreement dated December 11, 1995 and all amendments thereto between the County and Calhoun County and any multi-county industrial and business park agreement which supercedes or replaces the initial Multi-County Industrial Business Park Agreement with respect to the Project and the Site.

**“Ordinance”** means the Ordinance adopted by the County on \_\_\_\_\_, 2010, authorizing this Fee Agreement.

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

**“Project”** shall mean land, buildings and other improvements comprising, or located at the Site, as well as the Equipment, together with the acquisition, construction, installation, design

and engineering thereof which is eligible for inclusion as economic development property under the Act and which becomes subject to this Fee Agreement. The parties agree that Project property shall consist of such property so properly identified by the Company 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.

**“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.

**“Site”** means sites at which Project property is located in the County as described in **Exhibit A** and shall include future sites in the County which are noted by the Company on schedules or supplements to **Exhibit A**; provided, that any requirement that the Company provide such schedules or supplements with respect to future sites may be satisfied by the Company’s filing with DOR of an SCDOR PT-300 or such comparable forms as DOR may provide in connection with projects subject to the Act.

**“Stage”** in respect of the Project shall mean 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. References herein to Title, Chapters or Sections, except the references to Sections of this Fee Agreement or where the intent clearly requires otherwise, refer to Sections of The Code of Laws of South Carolina 1976, as amended.

## 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 Company 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 Company 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 Company and covenants with the Company 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 validity or enforceability of this Fee Agreement, 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 Company as follows:

(a) The County agrees to do all things deemed reasonably necessary as requested by the Company 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.

(b) To the extent permitted by law, the Company may request of the County an extension of the Investment Period, for investments in excess of the statutory minimum(s), in accordance with and up to the limits permitted under Section 12-44-30(13) of the Act. The grant of any such extension by the County may be approved by a resolution of County Council. Upon the granting of any such extension the County agrees to, at the Company's expense, cooperate with the Company in assisting the Company to file 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 Company.*** The Company makes the following representations and warranties to the County:

(a) The Company is a limited liability company authorized to transact business in South Carolina. The Company has full corporate power to execute the Documents to which it is a party and to fulfill its obligations described in the Documents and, by proper corporate action, has authorized the execution and delivery of the Documents to which it is a party.

(b) Neither the execution and delivery of the Documents to which the Company is a party, nor the consummation and performance of the transactions described in the Documents violate, conflict with, or will, to its knowledge, 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 Company 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 Company wherein an unfavorable decision, ruling or finding would adversely and materially affect the consummation of the transactions described in the Documents.

(d) All consents, authorizations and approvals required on the part of the Company 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 Company is a party are (or, when executed, will be) legal, valid and binding obligations of the Company enforceable against the Company in accordance with their respective terms, except as such terms may be limited by laws affecting creditors' rights generally.

(f) The cost of the Project during the Investment Period will meet the minimum promised investment of at least **\$20 million** prior to the end of the Investment Period. The Company will also create, or cause to be created, prior to the end of the period commencing on January 1, 2010, and ending at the end of the Investment Period at least **283** new jobs in the County.

(g) The Company will pay all reasonable costs of the County, including attorneys fees in amount not to exceed \$7,500, incurred in connection with the authorization, execution and delivery of this Fee Agreement. The County acknowledges it imposes no charges in the nature of impact fees or recurring fees in connection with the Project or the incentives authorized by the Documents, and, aside from attorneys' fees, the County anticipates no out of pocket expenses in connection with the Documents and the transactions authorized hereby.

## **ARTICLE IV**

### **COMMENCEMENT AND COMPLETION OF THE PROJECT**

**SECTION 4.1. *The Project.*** The Company has acquired, constructed and/or installed or has presently made plans for the acquisition, construction and/or installation of certain real property improvements and machinery, equipment, and other personal property which comprise a portion of the Project. Such property and any property hereafter comprising a portion of the Project will consist of property dedicated to the manufacture of automotive parts.

Pursuant to the Act, the Company 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.

Notwithstanding any other provision of this Fee Agreement, the Company may place property into service at any time under this Fee Agreement, but such property may only qualify as economic development property under the Act if it is placed in service during the Investment Period or is Replacement Property.

All investment in the Project by the Company and any of its affiliates or subsidiaries and by any third party to the extent that the Company or any of its affiliates or subsidiaries utilizes the assets funded by such third party pursuant to lease or other access arrangement shall count toward any investment requirement specified in this Fee Agreement and shall be entitled to the benefits of the Payment-in-Lieu-of-Tax arrangements specified in Section 5.1 hereof.

**SECTION 4.2. *Diligent Completion.*** The Company agrees 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 Company shall not be obligated to complete the acquisition of the Project and may terminate this Fee Agreement with respect to all or a portion of the Project as set forth in Article X herein.

**SECTION 4.3. *Modifications to Project.*** The Company may make or cause to be made from time to time any additions, modifications or improvements to the Project that it may deem desirable for its 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 X, Section 3 of the South Carolina Constitution, the Project is exempt from *ad valorem* property taxes. However, the Company 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 Company 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 Company has 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%** and a fixed millage rate of **432.744**.

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 if such 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 for South Carolina income tax purposes without regard to depreciation or reassessment; provided, however, that the Company and the County may agree to hereafter amend this Agreement as to Project real property so as to determine the fair market value of any such real property in accordance with any other method permitted by the Act; 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 Company is not entitled to extraordinary obsolescence.

(b) The Payments-in-Lieu-of-Taxes shall 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 1976, as amended.

(c) The Company 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 Project property which is being disposed of in the same property tax year. Replacement Property shall be deemed to replace the oldest Project 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 property can replace a single piece of property. Replacement Property does not have to serve the same function as the Project property it is replacing. To the extent that the income tax basis of the Replacement Property exceeds the original income tax basis of the Project 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 Payments-in-Lieu-of-Taxes pursuant to this Section 5.1 for the remaining portion of the twenty-year period referred to in this Section 5.1(d) applicable to the Project property which it is replacing.

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

(a) In any instance where the Company in its 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 Company may remove such item (or such portion thereof as the Company 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 5.1 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 gross investment at the Project below **\$20 million**, (without regard to depreciation or other diminution in value) then the Project may, in the sole discretion of the County, revert prospectively to *ad valorem* taxation and the County may, in its sole discretion, terminate this Agreement pursuant to Section 12-44-140 of the Act; provided, however, that any such disposal resulting from fire or other casualty or by virtue of the exercise or threat of the power of condemnation or eminent domain shall be excluded in determining the level of such reduction.

(b) The Company may, in its 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 Company of its option to terminate pursuant to Section 10.1 hereof.

**SECTION 5.4. *Minimum Investment.*** If the Company has not invested, or caused to be invested, at least **\$20 million** during the Investment Period at the Project prior to the end of the Investment Period (without regard to depreciation or diminution in value) or created, or caused to be created, at least **283** new jobs prior to the end of the period commencing January 1, 2010, and ending at the end of the Investment Period, then the Project may, in the sole discretion of the County, revert retroactively to *ad valorem* taxation and the Company shall, within 180 days of the end of the Investment Period, make payment to the County, if due, of the difference between the Payments-in-Lieu-of-Taxes actually made and the total retroactive amount referred to in this Section. If, after the Investment Period, the number of new jobs is reduced below **283** during the term of this Fee Agreement, the Project may, in the sole discretion of the County, revert prospectively to *ad valorem* taxes and the County may, in its sole discretion, terminate this Agreement pursuant to Section 12-44-140 of the Act.

**SECTION 5.5. *Multi-County Industrial and Business Park.*** The Project and the Site to date have previously been included in the Multi-County Industrial and Business Park. The County agrees with the appropriate consent of Lexington County Council and Calhoun County Council, to amend the Multi-County Industrial and Business Park Agreement to include, if not already included, and maintain the Project and the Site in such Multi-County Industrial and Business Park, 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, on terms which provide any additional job tax credits afforded by the laws of the State for projects located within multi-county industrial or business parks for all jobs created by the Company during the Investment Period, 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 Company covenant that:

(a) all right 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 Company 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 Company 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 Company shall and agrees 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 Company 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 reasonable costs and expenses incurred in connection with any such claim, and upon notice from the County, the Company at its own expense shall defend the County and its officers, agents and employees in any such action or proceeding.

(c) Notwithstanding the foregoing, the Company 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 Leasing.*** Subject to and pursuant to the Act, including Section 12-44-120 thereof, with the County's consent, which shall not be unreasonably withheld, any or all of the Company's interest in the Project and/or this Fee Agreement may be transferred or assigned by the Company or any assignee to any other entity; provided, however, that such consent is not required in connection with financing-related transfers or any other transfers not requiring the consent of the County under the Act. The County hereby expressly consents to any transfer or assignment by the Company of any or all of its interest in the Project and/or this Fee Agreement to any parents, subsidiaries, or other affiliates of the Company and to any transfer or assignment of any or all of such interest among such entities. Except as otherwise required by the Act or this Fee Agreement, a transaction or an event of sale, assignment, leasing, transfer of an interest herein, disposal, or replacement of all or part of the Project shall not be a termination of this Fee Agreement in whole or in part or a basis for changing the fee payments due under Section 12-44-50 of the Act. Notwithstanding any provision of this Section to the contrary, if and to the extent that the future consent of the County is required in connection with a transfer, assignment or other action referenced in this Section, the County hereby expressly agrees that, to the extent permitted by the Act, such approval may be provided by a letter or other writing executed by the Chair and the County Administrator, and each of those two officials are hereby expressly jointly authorized to provide such consent on behalf of the County. If, notwithstanding the foregoing sentence, the Company elects to obtain additional action by County Council indicating such consent, a resolution passed by County Council shall, to the extent permitted by the Act, be sufficient to indicate such additional County Council consent.

**SECTION 8.3. *Commensurate Benefits*** The parties acknowledge the intent of this Fee Agreement, in part, is to afford the Company the benefits specified herein in consideration of the Company's decision to locate the Project within the County and this Fee Agreement has been entered into in reliance upon the enactment of the Act and the County's compliance with the requirements thereof. In the event that a court of competent jurisdiction holds that the Act is unconstitutional or this Fee Agreement or the Multi-County Park Agreement are invalid or unenforceable in any material respect, then at the request of the Company, the County agrees to use its best efforts to extend to the Company the intended benefits of this Fee Agreement.

## 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 Company shall fail to make, or cause to be made, 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 Company or the County shall fail to observe or perform any covenant, condition or agreement required herein to be observed or performed by the Company 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 Company by the County or to the County by the Company; provided if by reason of “force majeure” as hereinafter defined the Company 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 Company 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 Company or the County made in the Documents 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 Company, 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. The company shall also pay any costs associated with collection of the fee payments, including, but not limited to a reasonable attorneys’ fee. Upon the default of the County in the performance of any of its obligations hereunder, the Company may take whatever action at law or in equity as may appear necessary or desirable to enforce its rights under this Agreement, including without limitation a suit for mandamus or specific performance.

Each right, power, and remedy of the County or the Company provided for in this Fee Agreement shall be cumulative and concurrent and shall be in addition to every other right, power, or remedy provided for in this Fee Agreement or now or hereafter existing at law or in equity, in any jurisdiction where such rights, powers, and remedies are sought to be enforced; and the exercise by the County or the Company of any one or more of the rights, powers, or remedies provided for in this Fee Agreement or now or hereafter existing at law or in equity or by statute or otherwise shall not preclude the simultaneous or later exercise by the County or the Company of any or all such other rights, powers, or remedies.

**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 Company 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 TO TERMINATE**

**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 Company 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 Company will become liable for ad valorem property taxes on the Project or such portion thereof as is so terminated from inclusion in the Project, as well as for any amounts already due and owing under this Fee Agreement, which latter amounts, if any, shall be paid to the County with the next installment of Payments-in-Lieu-of-Taxes pursuant to Section 5.1, or, if the termination is of the entire Project, then within 120 days of 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 the Company: ABMA, LLC d/b/a Akebono Brake, Columbia Plant  
201 Metropolitan Drive  
West Columbia, SC 29170  
Attention: Plant Manager  
Facsimile: 803-822-2010

With A Copy To: W. Leighton Lord, III or Burnet R. Maybank, III  
Nexsen Pruet, LLC  
P. O. Drawer 2426  
Columbia, S.C. 29202-2426  
Facsimile: (803) 253-8277

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: Jeff 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 Company 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 or unenforceable in its entirety, the parties hereby agree that except as the final judicial decision may otherwise require, the Company 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 Company 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 Company's fiscal year changes in the future so as to cause a change in the Company's property tax year, the timing of the requirements set forth in this Fee Agreement shall be revised accordingly, except that Payments-in-Lieu-of-Taxes shall always be required to be made at the same time and subject to the same conditions, penalties, and enforcement, as with ad valorem taxes.

**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 Company. To the maximum extent allowed by law, any such County consent including, without limitation, any County consent specifically referred to in this Fee Agreement, 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; 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. *Entire Understanding .*** This Fee Agreement expresses the entire understanding and all agreements of the parties hereto with each other, and neither party hereto has made or shall be bound by any agreement or any representation to the other party which is not expressly set forth in this Fee Agreement or in certificates delivered in connection with the execution and delivery thereof.

**SECTION 11.9. *Law Governing Construction of Agreement.*** The laws of the State of South Carolina shall govern the construction of this Fee Agreement.

**SECTION 11.10. *Filings.*** Whenever the County shall be required to file or produce any reports, notices or other documents during the Fee Term, the Company 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 Company that such document is accurate. The Company shall cause a copy of this Fee Agreement, as well as a copy of the completed Form PT-443 of DOR, to be filed with the County Auditor, the County Assessor, the County Treasurer and DOR within thirty (30) days after the date of execution and delivery hereof. In addition, the Company shall provide the County Auditor, the County Assessor, the County Treasurer, with a copy of all annual filings made by the Company to DOR pursuant to this Fee Agreement and the Act.

**SECTION 11.11. *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 11.12. *Further Assurance.*** From time to time the County agrees to execute and deliver to the Company such additional instruments and undertaking further proceedings as the Company may reasonably request to effectuate the purposes of this Fee Agreement.

**IN WITNESS WHEREOF, LEXINGTON COUNTY, SOUTH CAROLINA, and the COMPANY**, each pursuant to due authority, has 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

ABMA, LLC

By: \_\_\_\_\_  
Brandon J. Kessinger  
Its: Secretary



## COMMITTEE REPORT

**RE:** Library Request

**DATE:** October 27, 2010

**COMMITTEE:** Planning & Administration

**MAJORITY REPORT:** Yes

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The Planning & Administration Committee convened on Tuesday, October 26, 2010 to review a request from Library Services.

Mr. Dan MacNeill, Library Services Director, presented a request to change the hours of a position at the main library in the Library's Technical Services from a 30-hour workweek to a 40-hour workweek. He said the current employee has notified him of her plans to retire at the end of January 2011. Mr. MacNeill reported the 30-hour position was grandfathered in when the library became a full County department in July 1996 and it has been his plan to move this position up to a 40-hour position to assist with the increased workload and backlog. He said based on salary increases during the 25-year tenure of the current employee, the present salary is higher at 30-hours per week (\$37,908) than a new entry level employee would receive at 40-hours per week (\$36,474). The County would see a decrease in the library budget by \$1,434.

The Planning & Administration Committee voted unanimously in favor to recommend that full Council approve the Library's request to change the hours of a position in the Library's Technical Services from a 30-hour workweek to a 40-hour workweek for a budget savings of \$1,434 in January 2011.



## COMMITTEE REPORT

**RE:** Roadside Memorial Signs

**DATE:** October 27, 2010

**COMMITTEE:** Public Works

**MAJORITY REPORT:** Yes

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The Public Works Committee met on Tuesday, October 26, 2010, to review Public Works' proposed Roadside Memorial Signs guidelines.

Mr. John Fechtel, Public Works Director, presented a draft guideline for the County of Lexington Roadside Memorial Signs for County maintained roads. The South Carolina Department of Transportation (SCDOT) currently has a roadside memorial sign policy for state maintained roads. The sign would serve two purposes; 1) alert drivers to "Drive Safely" and, 2) family members would have an opportunity to place a roadside memorial sign to honor a family member or members lost at that location. Mr. Fechtel reported that the application process would require a copy of the accident report in order to determine the nature of the accident in order to not memorialize anyone involved in criminal activity, i.e., felony DUI. Public Works would be responsible for the sign and at the end of two years the sign would be given to the family member who placed the request. Staff recommends a \$175 fee to cover the costs for a two-year period; this is based on materials, labor to install the sign, and maintenance. SCDOT's fee is \$250. The Committee discussed concerns with the length of time the memorial would be displayed, the fee, and if the applicant can reapply after the two-year period.

The Public Works Committee voted unanimously in favor to recommend that full Council approve staff's recommendation to mirror SCDOT's roadside memorial signs guidelines, including the \$250, with the amendment to allow individuals, if they desire, to reapply at the end of each two-year period to continue the signs.