

**AGENDA**  
**LEXINGTON COUNTY COUNCIL**  
**Committee Meetings**  
**Tuesday, December 14, 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.**

**12:30 p.m. - 1:00 p.m. - Economic Development**

- (1) Project Wax - Economic Development - Chuck Whipple, Manager and Stephen Roddey, Senior Project Manager, Central SC Alliance ..... **A**
- (2) Resolution R10-11 - Approving and Ratifying the Prior Transfer and Assignment to ABMA, LLC - Economic Development - Chuck Whipple, Manager ..... **B**
- (3) Approval of Minutes - Meeting of October 12, 2010 ..... **C**
- (4) Old Business/New Business
- (5) Adjournment

**1:00 p.m. - 1:05 p.m. - Planning & Administration**

- (1) CDBG Action Plan Amendments for FY2009-10 and FY2010-11 (Goals 1&2) - Community Development - Ron Scott, Director ..... **D**
- (2) Old Business/New Business
- (3) Adjournment

**1:05 p.m. - 1:20 p.m. - Justice**

- (1) Forensic Death Investigator Grant Application - Coroner's Office - Butch Reynolds, Deputy Coroner ..... **E**
- (2) Drug Parcel Interdiction Unit Grant Application - Sheriff's Department - Col. Allan Paavel ..... **F**
- (3) Gang Task Force Grant Application - Sheriff's Department - Col. Allan Paavel ..... **G**
- (4) Interstate Interdiction Unit Grant Application - Sheriff's Department - Col. Allan Paavel ..... **H**
- (5) White Collar Crime Unit Grant Application - Sheriff's Department - Col. Allan Paavel ..... **I**
- (6) Additional Vehicles for the Reserve Deputy Program - Sheriff's Department - Col. Allan Paavel ..... **J**
- (7) Forward Looking Infra Red (FLIR) - Systems Ultra 7500 B RAID Demo System - Sheriff's Department - Col. Allan Paavel ..... **K**
- (8) Explosive Ordinance Disposal Canine Grant Award - Sheriff's Department - Maj. George Brothers ..... **L**

- (9) DUI Prosecution Program Grant Award - Solicitor's Office - Chris Samellas, Assistant Solicitor..... **M**
- (10) Approval of Minutes - Meeting of October 12, 2010..... **N**
- (11) Old Business/New Business
- (12) Adjournment

**1:20 p.m. - 1:25 p.m. - Health & Human Services**

- (1) Appointment of Code Enforcement Officer for Animal Services - Animal Services - Chris Folsom, Coordinator ..... **O**
- (2) 2009 Supplemental Local Emergency Management Performance Grant (LEMPG) - Emergency Communication Network (ECN) Award - Public Safety/Emergency Preparedness - Tom Collins, Emergency Manager ..... **P**
- (3) Old Business/New Business
- (4) Adjournment

**1:25 p.m. - 2:10 p.m. - Public Works**

- (1) "C" Fund Road Paving Update - Public Works - John Fecht, Director..... **Q**
- (2) Nursery Road Bridge Feasibility Evaluation - Public Works - John Fecht, Director..... **R**
- (3) Adopt-A-Spot Programs - Public Works - Synthia Williams, Environmental Coordinator..... **S**
- (4) Approval of Minutes - Meeting of October 12, 2010..... **T**
- (5) 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
- (6) Adjournment

**2:10 p.m. - 2:20 p.m. - Airport**

- (1) Airport Capital Improvement Plan for Federal FY2012-2016 - Katherine Hubbard, Administrator ..... **U**
- (2) Pre-application for Federal Assistance for FY2012 - Katherine Hubbard, Administrator ..... **V**
- (3) Old Business/New Business
- (4) Adjournment

**2:20 p.m. - 2:25 p.m. - Solid Waste**

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

**2:25 p.m. - 4:15 p.m. - Committee of the Whole**

- (1) Midlands Authority for Conventions, Sports & Tourism Update - Ric Luber, President
- (2) Article 2 - Application of Regulations, Chapter 5. Signs .....**X**
- (3) Update on November 2010 Elections, Precinct Splits and Commission Members -  
Registration & Elections, Dean Crepes, Director ..... **Y**
- (4) Approval of Minutes - Meeting of September 28 and October 12, 2010 ..... **Z**
- (5) Possible Executive Session if Time Permits
- (6) Old Business/New Business - Local Contractors Procurement, Fire Service Volunteer  
Incentives, Silver Creek Traffic Issue Update
- (7) Adjournment

**GOALS**

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

**Economic Development**

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

**Justice**

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

**Public Works**

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

**Solid Waste**

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

**Planning & Administration**

J. Carrigg, Jr., Chairman  
B. Derrick, V Chairman  
B. Banning, Sr.  
T. Cullum  
J. Kinard

**Health & Human Services**

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

**Airport**

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

**A G E N D A**  
**LEXINGTON COUNTY COUNCIL**  
**Tuesday, December 14, 2010**  
**Second Floor - Dorothy K. Black Council Chambers - County Administration Building**  
**212 South Lake Drive, Lexington, South Carolina 29072**  
**Telephone - 803-785-8103 FAX - 803-785-8101**

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

**Call to Order/Invocation**  
**Pledge of Allegiance**

**Presentation by Harris Pastides, USC President; Eric Hyman, USC Director of Athletics;  
and Puggy Blackmon, USC Director of Golf**

**Chairman's Report**

**Administrator's Report**  
Employee of the 3<sup>rd</sup> Quarter

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

**Presentation of Resolutions.....1**

- (1) Troop 99, Lexington Baptist Church Boy Scouts Presented by Chairman Kinard
- (2) Batesburg/Leesville Panther Marching Band Presented by Councilman Derrick
- (3) Councilman Billy Derrick Presented by County Council
- (4) Councilman John Carrigg Presented by County Council

**Appointments .....2**

**Bids/Purchases/RFPs**

- (1) Miscellaneous Waterproofing and Repairs at the Lexington County Administration Building  
and the Lexington County Auxiliary Administration Building - Building Services.....3
- (2) Inmate Barrier Fencing - Detention Center - Sheriff's Department.....4
- (3) 1,200 Gallon Hydro Seeder and Trailer Mounted Water Tank - Solid Waste Management .....5
- (4) Replace HVAC Units at the Jail Annex - Building Services .....6

(5) Two (2) 4-WD Ford F450s - Replacements - Public Safety/Fire Service.....	7
(6) Network Rewiring Project for Lexington County Sheriff's Facilities - Sheriff's Department.....	8
(7) Purchase of 32 Toughbook Computers and Accessories - Sheriff's Department and Public Safety/EMS .....	9
(8) One (1) CAT 430E Backhoe - Replacement - Solid Waste Management .....	10
(9) One (1) 2-WD Chevrolet Tahoe - Sheriff's Department.....	11
(10) One (1) 4-WD Chevrolet Tahoe - Public Works.....	12
(11) Forward Looking Infra Red (FLIR) Systems Ultra 7500 B RAID Demo System - Sheriff's Department - <b>Tab K</b>	

<b>Approval of Minutes</b> - Meeting of October 26, 2010 .....	13
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**Zoning Amendments**

(1) Zoning Text Amendment T10-02 - Comprehensive Administration Update - 3 <sup>rd</sup> and Final Reading.....	14
(2) Zoning Map Amendment M10-01 - Fairway Ridge Dr., P/O Amicks Ferry Rd., and P/O Timberlake Drive - 2 <sup>nd</sup> Reading .....	15

**Ordinances**

(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 - 3 <sup>rd</sup> and Final Reading.....	16
(2) Ordinance 10-07 - An Ordinance Conveying Approximately 90 Acres of Land in the Saxe Gotha Industrial Park - 3 <sup>rd</sup> and Final Reading .....	17
(3) Ordinance 10-08 - An Ordinance Authorizing the Execution and Delivery of a Fee Agreement Between Lexington County, South Carolina and Amazon.com.dedc, LLC and US Real Estate Limited Partnership; and Matters Relating Thereto - 3 <sup>rd</sup> and Final Reading.....	18
(4) Ordinance 10-09 - Ordinance Suspending the Application of the Work Prohibitions Contained in Chapter 1 of Title 53 Pursuant to Section 53-1-160 of the Code of Laws of SC, 1976, as Amended, Commonly known as Blue Laws - 2 <sup>nd</sup> Reading.....	19
(5) Ordinance 10-10 - An Ordinance Conveying Certain Real Property to the Lexington Health Service District - 1 <sup>st</sup> Reading .....	20

**Committee Reports**

**Economic Development, B. Banning, Sr., Chairman**

(1) Resolution R10-11 - Approving and Ratifying the Prior Transfer and Assignment to ABMA, LLC - <b>Tab B</b>	
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**Planning & Administration, J. Carrigg, Jr., Chairman**

- (1) CDBG Action Plan Amendments for FY2009-10 and FY2010-11 - **Tab D**

**Justice, S. Davis, Chairman**

- (1) Forensic Death Investigator Grant Application - **Tab E**
- (2) Drug Parcel Interdiction Unit Grant Application - **Tab F**
- (3) Gang Task Force Grant Application - **Tab G**
- (4) Interstate Interdiction Unit Grant Application - **Tab H**
- (5) White Collar Crime Unit Grant Application - **Tab I**
- (6) Additional Vehicles for the Reserve Deputy Program - **Tab J**
- (7) Explosive Ordinance Disposal Canine Grant Award - **Tab L**
- (8) DUI Prosecution Program Grant Award - **Tab M**

**Health & Human Services, J. Jeffcoat, Chairman**

- (1) Appointment of Code Enforcement Officer for Animal Services - **Tab O**
- (2) 2009 Supplemental Local Emergency Management Performance Grant (LEMPG) -  
Emergency Communication Network (ECN) Award - Public Safety/Emergency  
Preparedness - **Tab P**

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

- (1) "C" Fund Road Paving Update - Public Works - **Tab Q**
- (2) Nursery Road Bridge Feasibility Evaluation - **Tab R**

**Airport, T. Cullum, Chairman**

- (1) Airport Capital Improvement Plan for Federal FY2012-2016 - **Tab U**
- (2) Pre-application for Federal Assistance for FY2012 - **Tab V**

**Budget Amendment Resolutions**

**OLD BUSINESS/NEW BUSINESS**

**EXECUTIVE SESSION/LEGAL BRIEFING**

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

**ADJOURNMENT**

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**LEXINGTON COUNTY  
RESOLUTION NO. R10-11**

A RESOLUTION (1) APPROVING AND RATIFYING THE PRIOR TRANSFER AND ASSIGNMENT TO ABMA, LLC (“ABMA”) OF (i) ALL OF THE RIGHTS, INTERESTS AND OBLIGATIONS OF BOSCH CHASSIS SYSTEMS COLUMBIA L.L.C. (F/K/A PBR COLUMBIA L.L.C.) (“BOSCH”) UNDER THE FEE AGREEMENT DATED AS OF DECEMBER 20, 2000 ORIGINALLY ENTERED INTO BY AND BETWEEN LEXINGTON COUNTY, SOUTH CAROLINA (THE “COUNTY”) AND BOSCH (THE “FEE AGREEMENT”) AND RELATED AGREEMENTS; AND (ii) ALL OF BOSCH’S RIGHT, TITLE AND INTEREST IN THE PROPERTY TO WHICH THE FEE AGREEMENT RELATES; (2) AUTHORIZING THE COUNTY’S EXECUTION AND DELIVERY OF AN AGREEMENT AS TO ASSIGNMENT AND ASSUMPTION OF FILOT AGREEMENTS IN CONNECTION WITH SUCH TRANSFER AND ASSIGNMENT; AND (3) AUTHORIZING OTHER MATTERS RELATING THERETO.

WHEREAS, Lexington County, South Carolina (the “County”), acting by and through its County Council (the “County Council”), pursuant to the provisions of the Code of Laws of South Carolina 1976, as amended (the “Code”), and specifically Title 12, Chapter 44 of the Code (the “Simplified FILOT Act”) and Title 4, Chapter 12 of the Code (the “Streamlined FILOT Act”), as well as a Resolution adopted on February 23, 1999 and an Ordinance duly enacted on December 12, 2000, did previously enter into an Inducement and Millage Rate Agreement dated as of November 30, 1999 (the “Inducement Agreement”) and a Fee Agreement dated as of December 20, 2000 (as amended through the date hereof, the “Fee Agreement” and together with the Inducement Agreement, collectively referred to herein as the “FILOT Agreements”), with Bosch Chassis Systems Columbia L.L.C. (formerly known as PBR Columbia L.L.C.) (“Bosch”), pursuant to which, amongst other things, Bosch agreed to make, and the County agreed to accept, negotiated fee in lieu of tax payments with respect to certain eligible property (“FILOT Property”) then or thereafter comprising certain manufacturing and related facilities located within the County (the “Project”); and

WHEREAS, pursuant to that certain Asset Purchase Agreement dated September 23, 2009 by and between Bosch, certain related parties, including Robert Bosch LLC (Bosch’s sole member), and ABMA, LLC, a limited liability company organized and existing under the laws of the State of Delaware (“ABMA”), as well as certain related agreements, instruments, and certificates, effective as of December 31, 2009 (the “ABMA Transfer and Assignment Date”), all of Bosch’s right, title, and interest in and to the Project, including without limitation all property qualifying as FILOT Property under the FILOT Agreements (the “ABMA Transferred FILOT Property”) and all of Bosch’s right, title, and interest in, to, and under the FILOT Agreements

were transferred and assigned to ABMA (collectively, the “ABMA Transfer and Assignment”); and

WHEREAS, the County acknowledges that all investment requirements set forth in the FILOT Agreements, except the continuing requirement to maintain at least the minimum investment required under the Simplified FILOT Act, have been fully satisfied and that no Event of Default (as defined in the Fee Agreement) or event of default under the Inducement Agreement existed as of the ABMA Transfer and Assignment Date or exists as of the date hereof, nor does any circumstance exist as of the date hereof which, with notice or lapse of time or both, would constitute such an event of default under either or both of the FILOT Agreements; and

WHEREAS, in accordance with Section 12-44-120 of the Simplified FILOT Act and Section 4-12-30(M) of the Streamlined FILOT Act, the County, has agreed to hereby approve and ratify the ABMA Transfer and Assignment, and as further evidence of such approval and ratification, desires to execute and deliver the Agreement as to Assignment and Assumption of FILOT Agreements (the “ABMA Agreement”) which has been presented to this meeting; and

WHEREAS, it appears that the ABMA Agreement now before this meeting and attached hereto as **Exhibit A** is in appropriate form and is an appropriate instrument to be executed and delivered by the County for the purposes intended.

NOW, THEREFORE, BE IT RESOLVED, by the County Council as follows:

Section 1. The County hereby ratifies and approves the ABMA Transfer and Assignment as of the ABMA Transfer and Assignment Date and acknowledges that this Resolution is an official ratification of the ABMA Transfer and Assignment for purposes of Section 12-44-120(D) of the Simplified FILOT Act and Section 4-12-30(M) of the Streamlined FILOT Act.

Section 2. The form, provisions, terms, and conditions of the ABMA Agreement presented to this meeting and filed with the Clerk to Council are hereby approved, and all of the provisions, terms, and conditions thereof are hereby incorporated herein by reference as if the ABMA Agreement were set out in this Resolution in its entirety. The Chairman of the Council is hereby authorized, empowered, and directed to execute the ABMA Agreement in the name and on behalf of the County; the Clerk to Council is hereby authorized and directed to attest the same; and the Chairman of the Council is further authorized, empowered, and directed to deliver the ABMA Agreement to the Company.

Section 3. The ABMA Agreement is to be in substantially the form now before this meeting and hereby approved, or with such changes therein as shall not materially adversely affect the rights of the County thereunder and as shall be approved by the official or officials of the County executing the same, upon the advice of counsel, their execution thereof to constitute conclusive evidence of their approval of any and all changes or revisions therein from the form of the ABMA Agreement now before this meeting.

Section 4. The Chairman of the Council, the County Administrator and the Clerk to Council, for and on behalf of the County, are hereby each authorized, empowered, and directed to do any and all things necessary or proper to effect the performance of all obligations of the County under and pursuant to the ABMA Agreement.

Section 5. All other parts, terms, and provisions of the FILOT Agreements not amended or modified hereby, directly or by implication, including, without limitation, all rights and responsibilities thereunder, remain in full force and effect.

Section 6. All orders, resolutions, ordinances and parts thereof in conflict herewith are, to the extent of such conflict, only, hereby repealed and this Resolution shall take effect and be in full force upon adoption by County Council.

[End of Resolution]

Done in meeting duly assembled December \_\_\_\_, 2010.

LEXINGTON COUNTY, SOUTH CAROLINA

By: \_\_\_\_\_  
Chair of Lexington County Council

(SEAL)

ATTEST:

By: \_\_\_\_\_  
Diana W. Burnett  
Clerk to Lexington County Council

**EXHIBIT A**  
**ABMA Agreement**



NOW, THEREFORE, for and in consideration of the premises and for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto hereby covenant and agree as follows:

Section 1. ABMA Transfer and Assignment. ABMA acknowledges and represents that, pursuant to the ABMA Transfer and Assignment Documentation, and effective as of the ABMA Transfer and Assignment Date, all of Bosch's right, title, and interest in and to the ABMA Transferred FILOT Property and all of Bosch's right, title, and interest in, to, and under the FILOT Agreements, were transferred and assigned to ABMA and its successors and assigns, absolutely and forever. The County hereby confirms its prior approval and ratification of the ABMA Transfer and Assignment set forth in the Approval Resolution, to be effective as of the ABMA Transfer and Assignment Date.

Section 2. Assumption. ABMA does hereby assume all duties, obligations, and liabilities in and under the FILOT Agreements accruing on or after the ABMA Transfer and Assignment Date; provided that ABMA's assumption of the duties, obligations, and liabilities effected by the foregoing shall not constitute a waiver, or preclude the enforcement or exercise by ABMA, of any rights, powers, or remedies, including, without limitation, those regarding any allocation or payment of such duties, obligations, and liabilities, that are provided for in the ABMA Transfer and Assignment Documentation.

Section 3. Acknowledgement of the County. The County hereby acknowledges that, with the exception of the continuing requirement to maintain the minimum investment required by the Simplified FILOT Act, all investment requirements set forth in the FILOT Agreements, including without limitation, those requirements set forth in Sections 5.1(e), 5.1(f)(i), 5.1(f)(ii) and 5.3 of the Fee Agreement and in Section 3.01(f), 4.05(d) and 4.05(e) of the Inducement Agreement, have been fully satisfied and that no reimbursement or other payments are or will be due and owing to the County for failure to satisfy such requirements. The County further acknowledges that no Event of Default (as defined in the Fee Agreement) or event of default under the Inducement Agreement existed as of the ABMA Transfer and Assignment date or exists as of the date hereof, nor does any circumstance exist as of the date hereof which, with notice or lapse of time or both, would constitute such an event of default under either or both of the FILOT Agreements.

Section 4. Notice to ABMA. The parties agree that the address to be utilized with respect to ABMA under section 11.2 of the Fee Agreement shall hereafter be as follows:

ABMA, LLC d/b/a Akebono Brake, Columbia Plant  
201 Metropolitan Drive  
West Columbia, SC 29170  
Attention: Plant Manager  
Facsimile: 803-822-2010

Section 5. Successors and Assigns. The terms and provisions of this Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.

Section 6. Severability. In the event that any clause or provisions of this Agreement shall be held to be invalid by any court of competent jurisdiction, the invalidity of such clause or provision shall not affect any of the remaining provisions hereof.

Section 7. Applicable Law. This Agreement shall be governed by and construed in accordance with the law of the State of South Carolina.

Section 8. Amendment. No provision of this Agreement may be amended, modified, supplemented, changed, waived, discharged, or terminated unless all of the parties hereto consent thereto in writing.

Section 9. Multiple Counterparts. This Agreement may be executed in multiple counterparts, each of which shall be an original but all of which shall constitute but one and the same instrument.

[SIGNATURE PAGES TO FOLLOW]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement as to Assignment and Assumption of FILOT Agreements to be executed by their duly authorized officers to be effective as of December 14, 2010.

LEXINGTON COUNTY, SOUTH CAROLINA

By: \_\_\_\_\_  
Chair of Lexington County Council

(SEAL)

ATTEST:

By: \_\_\_\_\_  
Diana W. Burnett  
Clerk to Lexington County Council

ABMA, LLC

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

Exhibit A

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



# County of Lexington

Community Development Department  
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:** Ronald T. Scott, Community Development Director  
**DATE:** December 3, 2010  
**SUBJECT:** Community Development Block Grant (CDBG) Program  
Action Plans Amendments for FY 2009-10 and FY 2010-11

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The Community Development Department requests approval from County Council to amend the FY 2009-10 HUD Action Plan and reallocate \$50,000 from the Demolition and Clearance Program to the Minor Home Repair Program. Our demolition and clearance activities have resulted in minimal costs or no costs to the program. We also request approval to amend the FY 2010-11 HUD Action Plan and reallocate \$200,000 from the Julius Felder Housing Rehabilitation Project to the Minor Home Repair Program. This project was originally awarded to the Cayce Housing Authority to increase their inventory and provide affordable housing to 30 low and moderate income individuals. The Cayce Housing Authority did not receive approval from the U.S. Department of Housing and Urban Development to add the units to their housing inventory; therefore, the project will not be completed.

The Minor Home Program is an ongoing project administered by the Community Development Department. This program has served the needs of numerous citizens throughout Lexington County. The program currently has more eligible applicants than funding available. This reallocation of funds will also help the County meet HUD's expenditure requirements for CDBG funds.

These substantial amendments to the FY 2009-10 and FY 2010-11 HUD Action Plans will be advertised by the appropriate public notice and posted on the County's website for a 30-day public review and comment period. After a 30-day comment period, we can notify HUD of the program amendments.

**Requested Action:** The Community Development Department requests approval to amend the FY 2009-10 and FY 2010-11 HUD Action Plans and submit the revisions to HUD for approval.

## COUNTY OF LEXINGTON Grant Request Summary Form

**Title of Grant:** Forensic Death Investigator

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

**Type of Summary:** **Grant Application** X **Grant Award** \_\_\_\_\_

**Grant Overview:**

The role of the Coroner's Office is to determine the cause of death of an individual in the initial process for judicial prosecution of criminal offenders, which rest upon the specific skills and capabilities of a forensic death investigator. The ultimate goal of a forensic death investigator is to combine resources for a strong investigative unit and provide a unified approach to combat crime by discovering, identifying, and properly collecting and preserving vital evidence in a death investigation. Due to the new South Carolina DNA Post Conviction Law, Chapter 28, Article 1, the post conviction DNA procedures require the holding of evidence in a suspicious death until the cause of death is determined or until criminal charges are resolved.

The Coroner's Office is requesting the continuation of the Forensic Death Investigator in order to provide uniformity of forensic services throughout the County with a rising goal of consistency in recognition and preservation of physical evidence that will yield reliable information throughout all aspects of a death investigation. The support and capabilities of this investigator will clearly advance the successfulness of prosecution of a criminal offender.

This application is for the salary and operating cost of the Forensic Death Investigator. Also being requested are security cabinets, refrigerators, and upright freezers.

**Grant Period:** July 1, 2011 to June 30, 2012

**Responsible Departmental Grant Personnel:** Randy Martin, Chief Deputy Coroner

**Date Grant Information Released:** August 31, 2010 **Date Grant Application Due:** January 14, 2011

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

<b>Personnel</b>	\$ 65,594.00		
<b>Operating</b>	\$ 20,185.00		<b>* Application Amount: 87,731</b>
<b>Capital</b>	\$ 11,700.00		<b>* Award Amount:</b>
<b>Total</b>	<u>\$ 97,479.00</u>		

**Local Match Required:** Yes  No

**If Yes, What is the Percentage / Amount:**

90%	\$87,731
10%	\$9,748
%	\$ Amount

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

The Forensic Death Investigator will be added to the Coroner's budget once funding runs out.

Dept. Preparer:	LG	11/29/2010
Dept. Approval:	RM	11/29/2010
Finance Approval:	AD	12/2/2010
	<i>Initials</i>	<i>Date</i>

**COUNTY OF LEXINGTON  
FORENSIC DEATH INVESTIGATOR  
Annual Budget  
FY - 2011-12 Estimated Revenue**

Object Code	Revenue Account Title	Actual 2009-10	Received Thru Nov 2010-11	Amended Budget Thru Nov 2010-11	Projected Revenues Thru Jun 2010-11	Requested 2011-12	Recommend 2011-12	Approved 2011-12
<b>*Coroner - Forensic Death Investigator 2459:</b>								
<b>Revenues:</b>								
457000	Federal Grant Income	94,542	17,217	76,089	76,089	87,731	87,731	
801000	Op Trn From General Fund	0	4,005	4,005	4,005	9,748	9,748	
	<b>** Total Revenue</b>	<u>94,542</u>	<u>21,222</u>	<u>80,094</u>	<u>80,094</u>	<u>97,479</u>	<u>97,479</u>	
	<b>***Total Appropriation</b>				81,657	97,479	100,477	
FUND BALANCE								
	Beginning of Year				<u>4,561</u>	<u>2,998</u>	<u>2,998</u>	
FUND BALANCE - Projected								
	End of Year				<u>2,998</u>	<u>2,998</u>	<u>0</u>	

**COUNTY OF LEXINGTON  
FORENSIC DEATH INVESTIGATOR  
Annual Budget  
Fiscal Year - 2011-12**

Fund: 2459  
Division: Judicial  
Organization: 141300 - Coroner

Object Expenditure		2009-10	2010-11	2010-11	2011-12	<i>BUDGET</i>	
Code	Classification	Expend	Expend (Nov)	Amended (Nov)	Requested	2011-12 Recommend	2011-12 Approved
<b>Personnel</b>							
510100	Salaries & Wages - 1	27,928	17,339	42,187	44,000	44,000	
510200	Overtime	2,513	1,383	3,000	3,000	3,000	
511112	FICA - Employer's Portion	2,281	1,391	3,457	3,596	3,596	
511114	Police Retirement - Employer's Portion	3,374	2,159	5,210	5,419	5,419	
511120	Insurance Fund Contribution - 1	4,375	3,250	7,800	8,000	8,000	
511130	Workers Compensation	1,024	629	1,416	1,579	1,579	
519999	Personnel Contingency	0	0	1,619	0	0	
	<b>* Total Personnel</b>	<b>41,495</b>	<b>26,151</b>	<b>64,689</b>	<b>65,594</b>	<b>65,594</b>	
<b>Operating Expenses</b>							
520233	Towing Service	95	0	0	0	0	
521000	Office Supplies	145	148	200	300	300	
521200	Operating Supplies	4,457	0	2,900	3,800	3,800	
521208	Police Supplies	0	0	0	200	200	
522300	Vehicle Repairs & Maintenance - 1	417	8	800	600	600	
524100	Vehicle Insurance - 1	0	265	546	546	546	
524201	General Tort Liability Insurance	0	361	745	745	745	
525004	WAN Service Charges	204	0	0	720	720	
525020	Pagers and Cell Phones - 1	189	307	660	720	720	
525030	800 MHz Radio Service Charge - 1	149	170	500	720	720	
525031	800 MHz Radio Maintenance Contract	0	0	25	50	50	
525041	E-mail Service Charges - 1	53	27	81	84	84	
525210	Conference, Meeting & Training Expenses	1,510	4,987	5,063	5,000	5,000	
525230	Subscriptions, Dues & Books	0	100	100	0	0	
525400	Gas, Fuel, & Oil	1,157	630	4,548	6,000	6,000	
525600	Uniforms & Clothing	699	519	700	700	700	
529903	Contingency	0	0	0	0	2,998	
	<b>* Total Operating</b>	<b>9,075</b>	<b>7,522</b>	<b>16,868</b>	<b>20,185</b>	<b>23,183</b>	
	<b>** Total Personnel &amp; Operating</b>	<b>50,570</b>	<b>33,673</b>	<b>81,557</b>	<b>85,779</b>	<b>88,777</b>	
<b>Capital</b>							
540000	Small Tools & Minor Equipment	207	0	100	0	0	
540010	Minor Software	261	0	0	0	0	
	All Other Equipment	38,943	0	0			
	(2) Security Cabinets				8,800	8,800	
	(2) Refrigerators				1,700	1,700	
	(2) Upright Freezers				1,200	1,200	
	<b>** Total Capital</b>	<b>39,411</b>	<b>0</b>	<b>100</b>	<b>11,700</b>	<b>11,700</b>	
	<b>*** Total Budget Appropriation</b>	<b>89,981</b>	<b>33,673</b>	<b>81,657</b>	<b>97,479</b>	<b>100,477</b>	

#### **SECTION V. - PROGRAM OVERVIEW**

The role of the Coroner's Office is the initial process for the determination of the cause and manner of death of an individual. The specific skills and capabilities of the forensic death investigator to initially process a death to determine if the cause and manner is natural or unnatural, will determine the recommendation of a suspicious death for judicial prosecution of criminal offenders. The ultimate goal of a forensic death investigator is to combine resources of the findings for an investigative unit for a unified approach to combat crime by discovering, identifying, and properly collecting and preserving vital evidence in a death investigation. This investigator will establish uniformity of forensic services throughout the County with a rising goal of consistency in recognition and preservation of physical evidence that will yield reliable information throughout all aspects of a death investigation. The support and capabilities of this investigator will clearly advance the successfulness of the prosecution of a criminal offender.

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**SECTION VI. B. – LISTING OF POSITIONS**

**Current Staffing Level:**

	<u>Positions</u>	<u>Full Time Equivalent</u>		<u>Total</u>	<u>Grade</u>
		<u>General Fund</u>	<u>Other Fund</u>		
<b>Coroner (Grant Positions)</b>					
Forensic Death Investigator	1	0	1	1	14
<b>Totals:</b>	<b>1</b>	<b>0</b>	<b>1</b>	<b>1</b>	

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**SECTION VI. C. – OPERATING LINE ITEM NARRATIVES**

**521000 – OFFICE SUPPLIES** **\$ 300**

Office supplies that will be purchased are pens, paper, printer cartridges, toner, etc. Photo paper is required to process the digital images of crime scenes. Funds are needed to purchase video and audiotapes, blank disks, batteries, etc. for operational purposes for the Investigator.

**521200 – OPERATING SUPPLIES** **\$ 3,800**

Operating supplies that will be purchased are all types of evidence gathering kits, powders, chemicals, archaeological crime scene tool kits, forensic supplies, and other crime scene supplies that are necessary for the performance of FDI job tasks and to process evidence.

**521208 – POLICE SUPPLIES** **\$ 200**

Police supplies requested for the investigator is ammunition for fire arms practice and qualification and other items such as OSHA supplies and cuffs may be needed for emergency situations.

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

Vehicle repairs and maintenance that may be needed for the grant vehicle used by the FDI.

**524100 – VEHICLE INSURANCE** **\$ 546**

Vehicle insurance is required for the vehicles.

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

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

**525004 – WAN SERVICE CHARGES** **\$ 720**

Air card service will be charged for the investigator to have wireless access to the web and other databases in the county and from other counties to obtain immediate information on the person in question. There is always the possibility of suspicious individuals at the scene of a death and wireless service is another safety tool for the investigator. (Air card service is \$60/month X 12 months = \$720)

**525020 – PAGERS AND CELL PHONES** **\$ 720**

The cell phone service fees are required so that the FDI can communicate effectively with the Coroner's Office, other departments and make contact to those individuals that are involved in cases. (Cell service is \$60/month X 12 months = \$720)

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**525030 – 800 MHz RADIO SERVICE CHARGES** **\$ 720**

The 800 MHz radio fees plus roaming fees is required for the operation of 800 MHz radios.

**525031 – 800 MHZ RADIO MAINTENANCE CONTRACT** **\$ 50**

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

**525041 – E-MAIL SERVICE CHARGES** **\$ 84**

E-mail service is required for communication and to transfer of documents. (E-mail service is \$7 per month X 12 months = \$84)

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

The grant requires that each grant-funded person attend at least two training seminars per grant year. The registration fees are required to secure attendance to training classes which will be announced in the upcoming year. The National IAICSI Conference will teach the most current technological approaches to gathering evidence and will allow the investigator to share knowledge to other investigators and help train the office.

**525400 – GAS, FUEL, AND OIL** **\$ 6,000**

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

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

Uniform shirts with the Coroner's Office insignia are required for the Forensic Death Investigator for identification purposes and for the safety of the investigator when working a death scene. Other items that complete the uniform requirements will also be purchased.

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

**5AC - (2) SECURITY CABINETS** **\$ 8,800**

Due to the new South Carolina DNA Post Conviction Law, Chapter 28 Article 1, Post-Conviction DNA Procedures, Additional security cabinets are requested to store evidence and personal belongings of the deceased. Security cabinets are needed to store personal items of deceased persons and to hold items that may be of interest from an unnatural death scene. Many types of prescription drugs are found in the presence of deceased persons and these drugs must be stored securely until an investigation or a determination on the cause of death is provided.

**5AC – (2) REFRIGERATORS** **\$ 1,700**

Large capacity refrigerators are required to store biological materials, DNA cards, blood, etc. that are collected during autopsies. These materials are required to be stored until a further date due to the new South Carolina law, Chapter 28 Article 1, Post-Conviction DNA Procedures. This law requires the Coroner to maintain the chain of custody of biological evidence until criminal charges of a defendant are resolved either with an acquittal of the case or time has been served by the defendant.

The refrigerators will be considered short term storage until the investigating law enforcement agency determines whether or not criminal charges will be pursued.

**5AC - (2) UPRIGHT FREEZERS** **\$ 1,200**

Large capacity upright freezers will be needed to store biological evidence on a long term bases. As stated above, SC Chapter 28, Article 1, Post Conviction DNA Procedures require the Coroner to store biological material in reference to criminal determined related deaths. The freezers will preserve the biological material for long periods of time or until it has been determined that evidence is no longer needed.

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## MEMORANDUM

TO: Justice Assistance Grant Applicants

FROM: Burke Fitzpatrick, Administrator

RE: Solicitation for Justice Assistance Grant Applications

DATE: August 31, 2010

The Office of Justice Programs in the Department of Public Safety will open the Grants Management Information System to accept applications for Justice Assistance Grant (JAG) awards on November 8, 2010. Also on that date we will be publishing grant application guidance for new and continuation applicants. The website address is <http://www.scdps.org/ojp/>.

Justice Assistance Grant proposals will be due by 5:00 PM on January 14, 2011.

One significant change in the process is that we will not be scheduling a statewide JAG solicitation conference as we have done each year in November. These half-day statewide meetings have been useful, particularly for new applicants in developing first-year proposals. However, awards to new projects next year will be very limited. In 2009 with Stimulus funding we awarded \$23 million. This year we combined JAG awards from two fiscal years and awarded \$11.5 million. In the coming federal fiscal year we expect to receive only \$5 million for award in July, 2011. We project that, if only JAG projects eligible for continuation are funded in the next year, these alone will meet or exceed our estimated \$5 million award. Therefore, the prospect of many new awards does not look favorable.

For these reasons I think it unfair to ask law enforcement and fiscal personnel to travel from all parts of the state for a Justice Assistance Grant proposal solicitation meeting. However, beginning November 8<sup>th</sup> we will be available to you for any technical assistance you might need in preparing a JAG application, new or continuation, for submission. This assistance can be over the telephone, via our Grants Management Information System, meetings at SCDPS headquarters in Blythewood, or we will travel to your offices. No request for assistance will go unanswered.

So, in summary we will not be scheduling a grants solicitation workshop for JAG applications this year. However, both new and continuation proposals will be accepted for review and recommendation up until the deadline of January 14, 2011 at 5:00. We expect that the awards will be announced in late May for activation July 1, 2011. Please contact me with any questions you might have at 803-896-8702.

# COUNTY OF LEXINGTON

## Grant Request Summary Form

**Title of Grant:** Drug Parcel Interdiction Unit

**Fund:** NEW Drug Parcel Interdiction Unit **Department:** 151200 LE/Operations  
*No. Title No. Title*

**Type of Summary:** **Grant Application** X **Grant Award** \_\_\_\_\_

**Grant Overview:** The large drug trafficking organizations have now employed full-time personnel who rely on private shipping companies, freight carriers, and the U. S. Post Office to ship illicit narcotics to the “demand” areas. These are the same types of shipment methods that are used to ship currency back to the drug trafficking organizations. Because of the number of shipping companies (FedEx, UPS, and DHL) and trucking companies (SAIA Trucking, R&L Carriers, Southeastern Freight Lines, and Old Dominion Freight Lines), Lexington County has become a destination used by large drug dealers. Due to the new trend of using shipment companies to move drugs and money, the narcotic unit has received permission from these companies to perform random inspections for drugs and money. Because the drug dealers know that the parcels arriving and leaving daily are unchecked, these shipping companies are very appealing for the drug dealers to use the shipment locations in Lexington County. In order to curtail these drug and money shipments, specialized drug parcel investigators must be dedicated to checking and finding the individuals involved with these parcels. The money, drugs, and the danger associated with these parcels require a constant check for the contents of the packaged item to enforce the laws and make arrests for prosecution.

The Lexington County Sheriff’s Department is requesting two drug parcel interdiction investigators to aggressively identify, detect, prosecute, educate, inform, and ensure the prosecution of parcel drug trafficking.

This application is for to investigators, operating supplies, and equipment.

**Grant Period:** July 1, 2011 to June 30, 2012

**Responsible Departmental Grant Personnel:** Nandalyn Heitley, LCSD Grant Coordinator

**Date Grant Information Released:** August 31, 2010

**Date Grant Application Due:** January 14, 2011

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

<b>Personnel</b>	\$ 138,668.00		
<b>Operating</b>	\$ 31,878.00		<b>* Application Amount: 259,354</b>
<b>Capital</b>	\$ 117,625.00		<b>* Award Amount:</b>
<b>Total</b>	<u>\$ 288,171.00</u>		

**Local Match Required:** Yes  No

**If Yes, What is the Percentage / Amount:**

90%	\$259,354.00
10%	\$28,817.00
%	\$ Amount

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

When grant funds are no longer available, the Drug Parcel Interdiction Unit is planned to be continued through funds received by seized assets and tax revenue and other grant funds as available.

Dept. Preparer:	NH	12/2/2010
Dept. Approval:	AP	12/2/2010
Finance Approval:	AD	12/3/2010
	<i>Initials</i>	<i>Date</i>

**COUNTY OF LEXINGTON  
 DRUG PARCEL INTERDICTION UNIT  
 Annual Budget  
 FY 2011-12 Estimated Revenue**

Object Code	Revenue Account Title	Requested 2011-12	Recommend 2011-12	Approved 2011-12
<b>* LE - Drug Parcel Interdiction Unit:</b>				
<b>Revenues:</b>				
457000	Federal Grant Income	259,354	259,354	
461000	Investment Interest	0	0	
801000	Op Trn from General Fund/LE	28,817	28,817	
	<b>** Total Revenue</b>	<b>288,171</b>	<b>288,171</b>	
	<b>***Total Appropriation</b>	<b>288,171</b>	<b>288,171</b>	
FUND BALANCE				
	Beginning of Year	0	0	
FUND BALANCE - Projected				
	End of Year	0	0	

\* Grant will be funded 90% from DPS.

**COUNTY OF LEXINGTON  
DRUG PARCEL INTERDICTION UNIT  
Annual Budget  
Fiscal Year - 2011-12**

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

		<b>BUDGET</b>		
Object Expenditure		2011-12	2011-12	2011-12
Code	Classification	Requested	Recommend	Approved
<b>Personnel</b>				
510100	Salaries & Wages - (2)	92,500	92,500	
510199	Special Overtime	6,000	6,000	
511112	FICA - Employer's Portion	7,536	7,536	
511114	Police Retirement - Employer's Portion	11,722	11,722	
511120	Insurance Fund Contribution - (2)	16,000	16,000	
511130	Workers Compensation	3,310	3,310	
515600	Clothing Allowance	1,600	1,600	
	<b>* Total Personnel</b>	<b>138,668</b>	<b>138,668</b>	
<b>Operating Expenses</b>				
521000	Office Supplies	100	100	
521200	Operating Supplies	1,200	1,200	
521208	Police Supplies	500	500	
522300	Vehicle Repairs & Maintenance - (2)	1,200	1,200	
524100	Vehicle Insurance - (2)	1,092	1,092	
524201	General Tort Liability Insurance	1,490	1,490	
525004	WAN Service Charges - (2)	1,440	1,440	
525020	Pagers & Cell Phones - (2)	1,440	1,440	
525030	800 MHz Radio Service Changes - (2)	1,440	1,440	
525041	E-mail Service Charges - (2)	168	168	
525210	Conference, Meeting & Training Expense	3,500	3,500	
525400	Gas, Fuel and Oil	10,308	10,308	
525410	Aviation Operations Fuel	8,000	8,000	
	<b>* Total Operating</b>	<b>31,878</b>	<b>31,878</b>	
	<b>** Total Personnel &amp; Operating</b>	<b>170,546</b>	<b>170,546</b>	
<b>Capital</b>				
540000	Small Tools & Minor Equipment	225	225	
	(2) Ruggedized Laptops & Accessories	10,200	10,200	
	(2) Vehicles & Accessories	52,000	52,000	
	(2) Tasers & Accessories	2,400	2,400	
	(2) 800 MHz Radios & Accessories	11,200	11,200	
	(2) Body Armor w/ Raid Vests	2,000	2,000	
	(2) Digital Cameras, Lens & Accessories	6,500	6,500	
	(2) Handguns & Accessories	1,300	1,300	
	(2) GPS Units	700	700	
	(2) Long Guns & Accessories	5,200	5,200	
	(10) Surveillance Cameras & Accessories	1,500	1,500	
	(1) Photo/Video Camcorder & Accessories	1,200	1,200	
	(1) Cell Phone Extraction Device & Acc.	9,400	9,400	
	(1) Canine Insert	1,600	1,600	
	(2) Lockable Vehicle Storage Units	1,600	1,600	
	(1) Wireless Transmitter System	10,600	10,600	
	<b>** Total Capital</b>	<b>117,625</b>	<b>117,625</b>	
	<b>*** Total Budget Appropriation</b>	<b>288,171</b>	<b>288,171</b>	

#### **SECTION V. - PROGRAM OVERVIEW**

The large drug trafficking organizations have now employed full-time personnel who rely on private shipping companies, freight carriers, and the U. S. Post Office to ship illicit narcotics to the “demand” areas. These are the same types of shipment methods that are used to ship currency back to the drug trafficking organizations. Because of the number of shipping companies (FedEx, UPS, and DHL) and trucking companies (SAIA Trucking, R&L Carriers, Southeastern Freight Lines, and Old Dominion Freight Lines), Lexington County has become a destination used by large drug dealers. Due to the new trend of using shipment companies to move drugs and money, the narcotic unit has received permission from these companies to perform random inspections for drugs and money. Because the drug dealers know that the parcels arriving and leaving daily are unchecked, these shipping companies are very appealing for the drug dealers to use the shipment locations in Lexington County. In order to curtail these drug and money shipments, specialized drug parcel investigators must be dedicated to checking and finding the individuals involved with these parcels. The money, drugs, and the danger associated with these parcels require a constant check for the contents of the packaged item to enforce the laws and make arrests for prosecution.

The Lexington County Sheriff’s Department is requesting two drug parcel interdiction investigators to aggressively identify, detect, prosecute, educate, inform, and ensure the prosecution of parcel drug trafficking.

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**SECTION VI. B. – LISTING OF POSITIONS**

**Staffing Level:**

	<u>Positions</u>	<u>Full Time Equivalent</u>		<u>Total</u>	<u>Grade</u>
		<u>General Fund</u>	<u>Other Fund</u>		
<b>LE / Operations (Grant Positions)</b>					
Drug Parcel Interdiction Unit	2	0	2	2	13
<b>Totals:</b>	<b>2</b>	<b>0</b>	<b>2</b>	<b>2</b>	

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**SECTION VI. C. – OPERATING LINE ITEM NARRATIVES**

**521000 – OFFICE SUPPLIES** **\$ 100**

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

**521200 – OPERATING SUPPLIES** **\$ 1,200**

Office supplies requested are audio and video tapes, memory cards, disks, batteries, and other supplies as required for the grant.

**521208 – POLICE SUPPLIES** **\$ 500**

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

**522300 – VEHICLE REPAIRS AND MAINTENANCE** **\$ 1,200**

Vehicle repair and maintenance is needed for grant vehicles.

**524100 – VEHICLE INSURANCE** **\$ 1,092**

Vehicle insurance is required for the vehicles.

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

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

**525004 – WAN SERVICE CHARGES** **\$ 1,440**

Air card service will be charged for the investigators to have wireless access to the web and other databases from other counties as well as LCSD to obtain immediate information on a person in question. (Air card service is estimated at \$60/month x 2 officers x 12 months = \$1,440)

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

The grant personnel are required to have a cell phone for safety purposes and for immediate communication with the department, county and other agencies. (Cell service is estimated at \$60/month X 2 officers X 12 months = \$1,440)

**525030 – 800 MHz RADIO SERVICE CHARGES** **\$ 1,440**

Monthly service is required for the 800 MHz digital encrypt radios used by the investigators for communication purposes. (Radio service is estimated at \$60/month X 2 officers X 12 months = \$1,440)

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**525041 – E-MAIL SERVICE** **\$ 168**

E-mail service is required for communication and the transfer of documents by the investigators. (E-mail service is estimated at \$7 per month X 2 investigator X 12 months = \$168)

**525210 – CONFERENCE, MEETING & TRAINING EXPENSES** **\$ 3,500**

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

**525400 – GAS, FUEL, AND OIL** **\$ 10,308**

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

**525410 – AVIATION OPERATIONS FUEL** **\$ 8,000**

Aviation fuel is necessary for the helicopter to assist in the surveillance of parcel deliveries. The helicopter can follow the suspect from the air and track their location without being suspect.

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

**540000 – SMALL TOOLS AND MINOR EQUIPMENT \$ 225**

Cell phones equipped with an air card are necessary for the investigators to enable the receipt email and internet access. Those connections will enable the investigators to receive and forward information to allied agencies within the county and state to facilitate and support cases. Agents routinely forward information to agencies statewide on parcels.

**5AC - (2) RUGGEDIZED LAPTOP WITH ACCESSORIES \$ 10,200**

The laptops will enable the investigators to use a various software programs which will aide in the field investigation work. This information will be stored and kept for case file preparation.

**5AC - (2) VEHICLES AND ACCESSORIES \$ 52,000**

Vehicles with emergency equipment are a necessary tool for all law enforcement officers. The vehicles will be use to assist in transportation need to investigate parcels entering the county that are used as a means of transporting drugs and money.

**5AC - (2) TASER AND ACCESSORIES \$ 2,400**

Tasers are standard equipment for our law enforcement officers. These tasers provide a less lethal weapon that can be used to neutralize the situation safely in which the suspect becomes confrontational.

**5AC - (2) 800 MHz RADIOS AND ACCESSORIES \$ 11,200**

The digital encrypted 800 MHz radios is another piece of equipment required to meet the standards set forth in the department's policy and procedures manual standards. The radios provide a safe and efficient method to communicate with County Communication, other officer within our department and other officers from various jurisdictions at the municipal, county, state, and federal levels.

**5AC - (2) BODY ARMOR W/ RAID VESTS \$ 2,000**

Body armor is an essential component of the officer's safety. The raid vest will enable the officers to be clearly identified by other law enforcement agencies at a glance.

**5AC - (2) DIGITAL CAMERAS, LENS AND ACCESSORIES \$ 6,500**

The high-resolution digital cameras, telephoto lens, and accessories will be used to take digital photographs of the parcels and other evidence for the case file. Those photos will be stored on a system for immediate dissemination and comparisons with law enforcement databases.

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**5AC - (2) HANDGUNS AND ACCESSORIES** **\$ 1,300**

Handguns and accessories are standard issue equipment for all law enforcement officers to be used while enforcing the laws.

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**5AC - (2) GPS UNITS** **\$ 700**

GPS units are necessary to locate addresses, assist in perimeter set up, and allow GPS coordinates to be given to air support unit providing surveillance. GPS units will also show potential routes that the suspects could use to flee and when surveillance by showing parallel streets.

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**5AC - (2) LONG GUNS AND ACCESSORIES** **\$ 5,200**

The drug parcel interdiction investigators will be required to execute search warrants on trafficking subjects and high-ranking members of drug trafficking organizations who possess and use high-powered firearms. The long guns are necessary for the safety of the investigators and the surrounding citizens.

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**5AC - (10) SURVEILLANCE CAMERAS AND ACCESSORIES** **\$ 1,500**

Several different types of small covert cameras will be needed to place in strategic and non-conspicuous locations to record images for evidence and court presentations. Cables and power cords will be necessary for hook up of the cameras.

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**5AC - (1) PHOTO/VIDEO CAMCORDER AND ACCESSORIES** **\$ 1,200**

A handheld camcorder capable of photos and videos is necessary to record transactions and surveillance of potential suspects.

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**5AC - (1) CELL PHONE FORENSIC EXTRACTION DEVICE AND ACCESSORIES** **\$ 9,400**

In order to strengthen parcel interdiction cases and to investigate all individuals involved, it is necessary for the investigators to download and retrieve all information stored on the cell phone. This device can also be used to retrieve deleted data from the cell phone. A battery-operated attachment will allow the downloading of information in the field. This unit will also allow an override on a locked cell phone requiring a pass code to unlock.

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**5AC - (1) CANINE INSERT** **\$ 1,600**

The drug parcel investigators will need to carry a canine capable of detecting drugs when necessary. This canine insert will allow the investigator to use the rear cargo compartment of the vehicle for safe transportation to the parcel and freight locations.

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**5AC - (2) LOCKABLE VEHICLE STORAGE UNITS** **\$ 1,600**

A lockable vehicle storage unit is required to secure the long guns and the technical surveillance equipment. The drawer style box must be designed for SUV usage.

**5AC - (1) WIRELESS TRANSMITTER SYSTEM**

**\$ 10,600**

The drug parcel interdiction investigator will require a non-radio frequency transmitter because many of the narcotic traffickers are utilizing radio frequency detection in their enterprises. This is a serious concern to law enforcement, especially when conducting controlled deliveries. This wireless transmitter is necessary to ensure the safety of all personnel involved.

## MEMORANDUM

TO: Justice Assistance Grant Applicants

FROM: Burke Fitzpatrick, Administrator

RE: Solicitation for Justice Assistance Grant Applications

DATE: August 31, 2010

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## COUNTY OF LEXINGTON Grant Request Summary Form

**Title of Grant:** Gang Task Force

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

**Type of Summary:** **Grant Application** X **Grant Award** \_\_\_\_\_

**Grant Overview:** Lexington County is noticing a marked increase in gangs and gang related precursor activities such as drugs, truancy, and habitual juvenile incorrigibility. This past year, the Hells Angels Motorcycle Gang chose Lexington as their home base for the motorcycle gang members. This poses a serious gang threat and requires continuous surveillance and enforcement within the area as motorcycle gangs from across the United States gather for rallies in Lexington County. We have seen a wide variety of gang related crimes such as murder, drive by shootings, criminal sexual assaults, vandalism, assaults, drugs, truancy, and habitual juvenile delinquency over the past years that arouse much concern among the citizens of Lexington County. Gang members and crimes have increased in the past years within the county and mainly in the rural areas of the county, more gang problems are rapidly developing. Types of crimes with both juveniles and adults are being tied back into gang affiliations. The dedicated gang investigators will combat the gang problems by actively working the cases and preventing the escalation of gang crimes.

This application is for two gang investigators, operating supplies and surveillance camera equipment.

**Grant Period:** July 1, 2011 to June 30, 2012

**Responsible Departmental Grant Personnel:** Nandalyn Heaitley, LCSD Grants Coordinator

**Date Grant Information Released:** August 31, 2010 **Date Grant Application Due:** January 14, 2011

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

Personnel	\$ 138,303.00		
Operating	\$ 25,728.00	* Application Amount:	151,948
Capital	\$ 4,800.00	* Award Amount:	
<b>Total</b>	<u>\$ 168,831.00</u>		

**Local Match Required:** Yes  No

**If Yes, What is the Percentage / Amount:**

90%	\$151,948.00
10%	\$16,883.00
%	\$ Amount

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

**This application is for the third and final year of funding. The Gang Task Force will continue once the grant funds run out by being added to the Sheriff's Department budget.**

Dept. Preparer:	NH	12/2/2010
Dept. Approval:	AP	12/2/2010
Finance Approval:	AD	12/2/2010
	<i>Initials</i>	<i>Date</i>

**COUNTY OF LEXINGTON  
GANG TASK FORCE  
Annual Budget  
FY - 2011-12 Estimated Revenue**

Object Code	Revenue Account Title	Actual 2009-10	Received Thru Nov 2010-11	Amended Budget Thru Nov 2010-11	Projected Revenues Thru Jun 2010-11	Requested 2011-12	Recommend 2011-12	Approved 2011-12
<b>* LE - Gang Task Force 2419:</b>								
<b>Revenues:</b>								
457000	Federal Grant Income	191,921	49,000	166,622	166,622	151,948	151,948	
461000	Investment Interest	0	0	0	0	0	0	
801000	Op Trn From General Fund/LE	0	8,029	8,029	8,029	16,883	16,883	
<b>** Total Revenue</b>		<b>191,921</b>	<b>57,029</b>	<b>174,651</b>	<b>174,651</b>	<b>168,831</b>	<b>168,831</b>	
<b>***Total Appropriation</b>					174,651	168,831	178,508	
FUND BALANCE								
Beginning of Year					9,677	9,677	9,677	
FUND BALANCE - Projected								
End of Year					9,677	9,677	0	

**COUNTY OF LEXINGTON  
GANG TASK FORCE  
Annual Budget  
Fiscal Year - 2011-12**

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

Object Expenditure Code Classification		2009-10 Expend	2010-11 Expend (Nov)	2010-11 Amended (Nov)	<i>BUDGET</i>	
					2011-12 Requested	2011-12 Recommend
<b>Personnel</b>						
510100	Salaries & Wages - 2	59,305	35,091	86,207	92,500	92,500
510199	Special Overtime	2,566	1,830	6,000	6,000	6,000
511112	FICA - Employer's Portion	4,400	2,714	7,054	7,536	7,536
511114	Police Retirement - Employer's Portion	6,989	4,303	10,631	11,357	11,357
511120	Insurance Fund Contribution - 2	10,000	6,500	15,600	16,000	16,000
511130	Workers Compensation	2,121	1,254	3,099	3,310	3,310
515600	Clothing Allowance	1,200	400	1,400	1,600	1,600
519999	Personnel Contingency	0	0	6,678	0	0
<b>* Total Personnel</b>		<b>86,581</b>	<b>52,092</b>	<b>136,669</b>	<b>138,303</b>	<b>138,303</b>
<b>Operating Expenses</b>						
520800	Outside Printing	0	2,388	3,266	0	0
521000	Office Supplies	83	0	517	200	200
521200	Operating Supplies	89	0	911	400	400
521208	Police Supplies	2,749	0	1,251	1,400	1,400
522300	Vehicle Repairs & Maintenance	46	28	600	1,600	1,600
524100	Vehicle Insurance - 2	0	530	1,092	1,130	1,130
524201	General Tort Liability Insurance	0	723	1,490	1,490	1,490
524202	Surety Bonds	0	0	0	0	0
525004	WAN Service Charges - 2	0	304	1,032	1,440	1,440
525020	Pagers and Cell Phones - 2	837	360	1,320	1,440	1,440
525030	800 MHz Radio Service Charges - 2	403	471	1,000	1,440	1,440
525041	E-mail Service Charges - 2	0	0	162	168	168
525210	Conference, Meeting & Training Expenses	3,274	0	4,000	3,000	3,000
525230	Subscriptions, Dues, & Books	0	0	0	0	0
525400	Gas, Fuel, & Oil	2,950	1,913	9,114	12,020	12,020
529903	Contingency	0	0	0	0	9,677
<b>* Total Operating</b>		<b>10,431</b>	<b>6,717</b>	<b>25,755</b>	<b>25,728</b>	<b>35,405</b>
<b>** Total Personnel &amp; Operating</b>		<b>97,012</b>	<b>58,809</b>	<b>162,424</b>	<b>164,031</b>	<b>173,708</b>
<b>Capital</b>						
540000	Small Tools & Minor Equipment	0	0	0	0	0
540010	Minor Software	0	0	114	0	0
	All Other Equipment	85,232	9,212	12,113		
	(2) Digital Cameras Lenses w/ Accessories				3,400	3,400
	(2) Digital Camcorders w/ Accessories				1,400	1,400
<b>** Total Capital</b>		<b>85,232</b>	<b>9,212</b>	<b>12,227</b>	<b>4,800</b>	<b>4,800</b>
<b>*** Total Budget Appropriation</b>		<b>182,244</b>	<b>68,021</b>	<b>174,651</b>	<b>168,831</b>	<b>178,508</b>

#### **SECTION V. - PROGRAM OVERVIEW**

Lexington County is noticing a marked increase in gangs and gang related precursor activities such as drugs, truancy, and habitual juvenile incorrigibility. This past year, the Hells Angels Motorcycle Gang chose Lexington as their home base for the motorcycle gang members. This poses a serious gang threat and requires continuous surveillance and enforcement within the area as motorcycle gangs from across the United States gather for rallies in Lexington County. We have seen a wide variety of gang related crimes such as murder, drive by shootings, criminal sexual assaults, vandalism, assaults, drugs, truancy, and habitual juvenile delinquency over the past years that arouse much concern among the citizens of Lexington County. Gang members and crimes have increased in the past years within the county and mainly in the rural areas of the county; more gang problems are rapidly developing. Types of crimes with both juveniles and adults are being tied back into gang affiliations. The dedicated gang investigators will combat the gang problems by actively working the cases and preventing the escalation of gang crimes.

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**SECTION VI. B. – LISTING OF POSITIONS**

**Current Staffing Level:**

	<u>Positions</u>	<u>Full Time Equivalent</u>		<u>Total</u>	<u>Grade</u>
		<u>General Fund</u>	<u>Other Fund</u>		
<b>LE / Operations (Grant Positions)</b>					
Gang Grant Investigators	2	0	2	2	13
<b>Totals:</b>	<b>2</b>	<b>0</b>	<b>2</b>	<b>2</b>	

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**SECTION VI. C. – OPERATING LINE ITEM NARRATIVES**

**521000 – OFFICE SUPPLIES** **\$ 200**

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

**521200 – OPERATING SUPPLIES** **\$ 400**

The officers will need supplies for the operation of equipment and daily job functions. Some items that will be used are audio and video tapes, memory cards, disks, batteries, and other supplies as required for the grant.

**521208 – POLICE SUPPLIES** **\$ 1,400**

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

**522300 – VEHICLE REPAIRS AND MAINTENANCE** **\$ 1,600**

Vehicle repairs and maintenance are needed for the grant vehicles.

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

Vehicle insurance is required for the vehicles. (Insurance is estimated at \$565 X 2 vehicles = \$1,130)

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

General Tort Liability Insurance is required for each person employed by the County. (Cost is estimated at 2 officers X \$745 = \$1,490)

**5254004 – WAN SERVICE CHARGES** **\$ 1,440**

Air card service will be charged for the investigators to have wireless access to the web GNET and other databases from other counties as well as LCSD to obtain immediate information on the person in question. (Air cards are estimated at \$60/month x 2 officers x 12 months = \$1,440)

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

The grant personnel are required to have cell phones for safety purposes and for immediate communication with the department, county and other agencies. (Cell service is estimated at \$60/month X 2 officers X 12 months = \$1,440)

**525030 – 800 MHz RADIO SERVICE CHARGES** **\$ 1,440**

Monthly service is required for the 800 MHz digital encrypt radios used by the gang investigators for communication purposes. (Radio service is estimated at \$60/month X 2 officers X 12 months = \$1,440)

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**525041 – E-MAIL SERVICE CHARGES** **\$ 168**

E-mail service is required for communication and to transfer of documents. (E-mail service is \$7 per month X 2 officers X 12 months = \$168)

**525210 – CONFERENCE, MEETING & TRAINING EXPENSES** **\$ 3,000**

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

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

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

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

**5AC - (2) DIGITAL CAMERA LENSES W/ ACCESSORIES **\$ 3,400****

The digital cameras lenses requested are 500 mm telescopic lenses that will allow the gang investigators to photograph the gang members and activities from a long distance. It is imperative to perform surveillance from a safe distance and at the same time, capture images for identification purposes and for use in court presentations.

**5AC - (2) DIGITAL CAMCORDER AND ACCESSORIES **\$ 1,400****

The high-resolution digital video recorders are requested to film and document the activities of gangs and other paraphernalia associated with gang activities. The evidence gathered will be used in court presentations for the prosecution of cases. The cost is estimated.

## MEMORANDUM

TO: Justice Assistance Grant Applicants

FROM: Burke Fitzpatrick, Administrator

RE: Solicitation for Justice Assistance Grant Applications

DATE: August 31, 2010

The Office of Justice Programs in the Department of Public Safety will open the Grants Management Information System to accept applications for Justice Assistance Grant (JAG) awards on November 8, 2010. Also on that date we will be publishing grant application guidance for new and continuation applicants. The website address is <http://www.scdps.org/ojp/>.

Justice Assistance Grant proposals will be due by 5:00 PM on January 14, 2011.

One significant change in the process is that we will not be scheduling a statewide JAG solicitation conference as we have done each year in November. These half-day statewide meetings have been useful, particularly for new applicants in developing first-year proposals. However, awards to new projects next year will be very limited. In 2009 with Stimulus funding we awarded \$23 million. This year we combined JAG awards from two fiscal years and awarded \$11.5 million. In the coming federal fiscal year we expect to receive only \$5 million for award in July, 2011. We project that, if only JAG projects eligible for continuation are funded in the next year, these alone will meet or exceed our estimated \$5 million award. Therefore, the prospect of many new awards does not look favorable.

For these reasons I think it unfair to ask law enforcement and fiscal personnel to travel from all parts of the state for a Justice Assistance Grant proposal solicitation meeting. However, beginning November 8<sup>th</sup> we will be available to you for any technical assistance you might need in preparing a JAG application, new or continuation, for submission. This assistance can be over the telephone, via our Grants Management Information System, meetings at SCDPS headquarters in Blythewood, or we will travel to your offices. No request for assistance will go unanswered.

So, in summary we will not be scheduling a grants solicitation workshop for JAG applications this year. However, both new and continuation proposals will be accepted for review and recommendation up until the deadline of January 14, 2011 at 5:00. We expect that the awards will be announced in late May for activation July 1, 2011. Please contact me with any questions you might have at 803-896-8702.

## COUNTY OF LEXINGTON Grant Request Summary Form

**Title of Grant:** Interstate Interdiction Unit

**Fund:** NEW Interstate Interdiction Unit **Department:** 151200 LE/Operations  
*No. Title No. Title*

**Type of Summary:** **Grant Application** X **Grant Award** \_\_\_\_\_

**Grant Overview:** Three Interstate Highways run through Lexington County: I-20, I-26, and I-77. Interstate 20 is a route used to traffic drugs to West Texas and Atlanta, Georgia before being smuggled into Mexico. Intelligence indicates that the narcotic and currency transporters use I-20 to avoid the efforts of other enforcement teams heavily working Interstate 85 and the drug traffickers from the Eastern seaboard travel I-20 when they exit I-95. Interstate 26 provides a route from Charleston, South Carolina to the Mid-Western states. Charleston has a very active sea port and smugglers will travel from Charleston via I-26 to Florida off of I-95 to I-26 and then to I-77 which ends at Cleveland, Ohio. Lexington County interstates are a main route for these drug traffickers.

Drug traffickers now have employed full-time professionals who use sophisticated vehicle compartments and attachments to hide contraband. With the amount of travelers using these routes of travel, the potential for interceding on these illicit drug traffickers will lead to numerous arrests and will prove to be a substantial force on the transporting of drugs and drug money and other contraband.

The Sheriff's Department is requesting two Interstate Criminal Enforcement investigators to aggressively identify, detect, prosecute, educate, inform, and ensure that the crime of drug trafficking and money transporting is significantly reduced in Lexington County.

This application is for two investigators, operating supplies, and equipment.

**Grant Period:** July 1, 2011 to June 30, 2012

**Responsible Departmental Grant Personnel:** Nandalyn Heaitley, LCSD Grant Coordinator

**Date Grant Information Released:** August 31, 2010 **Date Grant Application Due:** January 14, 2011

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

<b>Personnel</b>	\$ 138,668.00		
<b>Operating</b>	\$ 53,570.00	<b>* Application Amount:</b>	<b>300,396</b>
<b>Capital</b>	\$ 141,535.00	<b>* Award Amount:</b>	
<b>Total</b>	<u>\$ 333,773.00</u>		

**Local Match Required:** Yes  No

**If Yes, What is the Percentage / Amount:**

90%	\$300,396.00
10%	\$33,377.00
%	\$ Amount

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

When grant funds are no longer available, the Interstate Interdiction Unit is planned to be continued through funds received by seized assets and tax revenue and other grant funds as available.

Dept. Preparer:	NH	12/2/2010
Dept. Approval:	AP	12/2/2010
Finance Approval:	AD	12/3/2010
	<i>Initials</i>	<i>Date</i>

**COUNTY OF LEXINGTON  
INTERSTATE INTERDICTION UNIT  
Annual Budget  
FY 2011-12 Estimated Revenue**

Object Code	Revenue Account Title	Requested 2011-12	Recommend 2011-12	Approved 2011-12
<b>* LE - Interstate Interdiction Unit:</b>				
<b>Revenues:</b>				
457000	Federal Grant Income	300,396	300,396	
461000	Investment Interest	0	0	
801000	Op Trn from General Fund/LE	33,377	33,377	
	<b>** Total Revenue</b>	<b>333,773</b>	<b>333,773</b>	
	<b>***Total Appropriation</b>	<b>333,773</b>	<b>333,773</b>	
FUND BALANCE				
	Beginning of Year	0	0	
FUND BALANCE - Projected				
	End of Year	0	0	

\* Grant will be funded 90% from DPS.

**COUNTY OF LEXINGTON  
INTERSTATE INTERDICTION UNIT  
Annual Budget  
Fiscal Year - 2011-12**

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

Object Expenditure Code Classification	<i><b>BUDGET</b></i>		
	2011-12 Requested	2011-12 Recommend	2011-12 Approved
<b>Personnel</b>			
510100 Salaries & Wages - (2)	92,500	92,500	
510199 Special Overtime	6,000	6,000	
511112 FICA - Employer's Portion	7,536	7,536	
511114 Police Retirement - Employer's Portion	11,722	11,722	
511120 Insurance Fund Contribution - (2)	16,000	16,000	
511130 Workers Compensation	3,310	3,310	
515600 Clothing Allowance	1,600	1,600	
<b>* Total Personnel</b>	<b>138,668</b>	<b>138,668</b>	
<b>Operating Expenses</b>			
521000 Office Supplies	100	100	
521200 Operating Supplies	1,200	1,200	
521208 Police Supplies	500	500	
522300 Vehicle Repairs & Maintenance - (2)	1,200	1,200	
524100 Vehicle Insurance - (2)	1,092	1,092	
524201 General Tort Liability Insurance	1,490	1,490	
525004 WAN Service Charges - (2)	1,440	1,440	
525020 Pagers & Cell Phones - (2)	1,440	1,440	
525030 800 MHz Radio Service Changes - (2)	1,440	1,440	
525041 E-mail Service Charges - (2)	168	168	
525210 Conference, Meeting & Training Expense	3,500	3,500	
525400 Gas, Fuel and Oil	40,000	40,000	
<b>* Total Operating</b>	<b>53,570</b>	<b>53,570</b>	
<b>** Total Personnel &amp; Operating</b>	<b>192,238</b>	<b>192,238</b>	
<b>Capital</b>			
540000 Small Tools & Minor Equipment	945	945	
(2) Ruggedized Laptops & Accessories	10,200	10,200	
(2) Vehicles & Accessories	59,020	59,020	
(2) Tasers & Accessories	2,400	2,400	
(2) 800 MHz Radios & Accessories	11,200	11,200	
(2) Body Armor w/ Raid Vests	2,000	2,000	
(2) Digital Cameras & Accessories	650	650	
(2) Handguns & Accessories	1,300	1,300	
(2) In-car Radar Units	5,100	5,100	
(2) In-car Video Cameras & Accessories	10,700	10,700	
(1) Full Police Detection Canine	14,500	14,500	
(1) Canine Transport System	2,575	2,575	
(1) Contraband Detector Kit	20,445	20,445	
(2) Monitors & Accessories	500	500	
<b>** Total Capital</b>	<b>141,535</b>	<b>141,535</b>	
<b>*** Total Budget Appropriation</b>	<b>333,773</b>	<b>333,773</b>	

#### **SECTION V. - PROGRAM OVERVIEW**

The County of Lexington consists of three interstate highways that run through the county: I-20, I-26, and I-77. Interstate 20 is a route used to traffic drugs to West Texas and to Atlanta, Georgia before being smuggled into Mexico. Intelligence indicates that the narcotic and currency transporters use I-20 to avoid the efforts of other enforcement teams heavily working Interstate 85. The drug traffickers from the Eastern seaboard travel I-20 when they exit I-95. Interstate 26 provides a route from Charleston, South Carolina to the Mid-Western states. Charleston has a very active sea port and smugglers will travel from Charleston via I-26 to Florida off of I-95 to I-26 and then to I-77 which ends at Cleveland, Ohio. Lexington County interstates are a main route for these drug traffickers.

Drug traffickers now have employed full-time professionals who use sophisticated vehicle compartments and attachments to hide contraband. With the amount of travelers using these routes of travel, the potential for interceding on these illicit drug traffickers will lead to numerous arrests and will prove to be a substantial force on the transporting of drugs and drug money and other contraband.

The Lexington County Sheriff's Department is requesting two Interstate Interdiction investigators to aggressively identify, detect, prosecute, educate, inform, and ensure that the crime of drug trafficking and money transporting is significantly reduced in Lexington County.

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**SECTION VI. B. – LISTING OF POSITIONS**

**Staffing Level:**

	Positions	Full Time Equivalent		Total	Grade
		General Fund	Other Fund		
<b>LE / Operations (Grant Positions)</b>					
Interstate Interdiction Unit	2	0	2	2	13
<b>Totals:</b>	<b>2</b>	<b>0</b>	<b>2</b>	<b>2</b>	

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**SECTION VI. C. – OPERATING LINE ITEM NARRATIVES**

**521000 – OFFICE SUPPLIES** **\$ 100**

Office supplies requested are pens, file jackets, folders, calendars, printer cartridges, and other general supplies that are used daily.

**521200 – OPERATING SUPPLIES** **\$ 1,200**

Operating supplies requested are audio and video tapes, memory cards, disks, batteries, and other supplies as required for the grant.

**521208 – POLICE SUPPLIES** **\$ 500**

This account will be used to purchase law enforcement supplies such as duty gear, harnesses, O C spray, handcuffs, pouches, flashlights, carrying pouches, and ammunition for the investigators.

**522300 - VEHICLE REPAIRS AND MAINTENANCE** **\$ 1,200**

Vehicle repair and maintenance is needed for grant vehicles.

**524100 – VEHICLE INSURANCE** **\$ 1,092**

Vehicle insurance is required for the grant vehicles.

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

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

**525004 – WAN SERVICE CHARGES** **\$ 1,440**

The air card service charges will be charged to this account. The wireless access to the web and various databases is required to obtain immediate information on a suspect. (Air card service is estimated at \$60/month x 2 officers x 12 months = \$1,440)

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

The grant personnel are required to have a cell phone for communication that cannot occur over the channels of the 800 MHz radio. (Cell service is estimated at \$60/month X 2 officers X 12 months = \$1,440)

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**525030 – 800 MHz RADIO SERVICE CHARGES** **\$ 1,440**

Monthly service is required for the 800 MHz radios used by the investigators for communication purposes. (Radio service is estimated at \$60/month X 2 officers X 12 months = \$1,440)

**525041 – E-MAIL SERVICE** **\$ 168**

E-mail service is required for communication and transfer for documents. (E-mail service is estimated at \$7 per month X 2 investigator X12 months = \$168)

**525210 – CONFERENCE, MEETING & TRAINING EXPENSES** **\$ 3,500**

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

**525400 – GAS, FUEL, AND OIL** **\$ 40,000**

The grant reimburses the mileage at the GSA rate for the grant-funded personnel to allow them to perform their duties. The investigators will continuously travel the interstate highway investigating possible drug trafficking; thereby, traveling numerous miles.

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

**540000 – SMALL TOOLS AND MINOR EQUIPMENT \$ 945**

Cell phones equipped with an air card is necessary for the investigators to enable the receipt email and internet access. Those connections will enable the investigators to receive and forward information to allied agencies within the county and state to facilitate and support cases. A multi tool kit containing screwdrivers, sockets, wrenches in metric and standard measurements, a portable drill, impact tool, and a hydraulic jack are required to facilitate the dismantling of parts both small and large to locate contraband that is concealed within the vehicle. The costs listed below are estimates.

Cell Phones	\$225
Multi Tool Kit	\$200
Cordless Drill	\$180
Impact Tool	\$140
Hydraulic Jack	\$200

**5AC - (2) RUGGEDIZED LAPTOPS WITH ACCESSORIES \$ 10,200**

The laptops will enable the investigators to use a variety of software programs that will aide in the field investigation work. This information will be stored and kept for case file preparation.

**5AC - (2) VEHICLES & ACCESSORIES \$ 59,020**

Vehicles with emergency equipment are a necessary tool for all law enforcement officers. One of the vehicles will be partially marked to assist the unmarked vehicle the investigation. The unmarked vehicle will be concealed to enable observations of suspicious vehicles, and vehicles previously identified as drug trafficking unit. The partially marked vehicle will assist with technical indicators for logging data. The purchase of storage boxes for the vehicles will be needed to transport the tools required for investigations safely and securely.

**5AC - (2) TASER AND ACCESSORIES \$ 2,400**

Tasers are standard equipment for our law enforcement officers. These tasers provide a less lethal weapon that can be used to neutralize the situation safely in which the suspect becomes confrontational.

**5AC - (2) 800 MHz RADIOS \$ 11,200**

The digital encrypted 800 MHz radios is another piece of equipment required to meet the standards set forth in the department's policy and procedures manual standards. The radios provide a safe and efficient method to communicate with County Communication, other officer within our department and other officers from various jurisdictions at the municipal, county, state, and federal levels.

**5AC - (2) BODY ARMOR W/ RAID VESTS \$ 2,000**

Body armor is an essential component of the officer's safety. The raid vest will enable the officers to be clearly identified by other law enforcement agencies at a glance.

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**5AC - (2) DIGITAL CAMERA AND ACCESSORIES** **\$ 650**

The high-resolution digital cameras and accessories will be used to capture photographs of suspects, vehicles, and anything else that would strengthen the criminal case against the suspects. These photographs will be downloaded and stored on the server dedicated to the storage of digital images that will be used during prosecution.

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**5AC - (2) HANDGUNS AND ACCESSORIES** **\$ 1,300**

Handguns and accessories are standard issue equipment for all law enforcement officers to be used while enforcing the laws.

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**5AC - (2) IN-CAR RADAR UNITS** **\$ 5,100**

The radar units will enable the apprehension of traffic violators, which could be carrying contraband.

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**5AC - (2) IN-CAR VIDEO CAMERAS AND ACCESSORIES** **\$ 10,700**

The use of digital in-car video is paramount for evidentiary purposes, which will assist in successful prosecution of each case. The video medium is regarded as the most effective tool to prosecute any type of criminal activity, especially on a highway.

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**5AC - (1) FULL POLICE DETECTION CANINE** **\$ 14,500**

A canine that will detect and identify narcotics, provide protection for the officer, and assist in the apprehension and tracking of criminals that are attempting to flee or flee. The cost of the canine will include training and lodging for the canine and for the handler.

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**5AC - (1) CANINE TRANSPORT SYSTEM** **\$ 2,575**

The canine must be contained during transportation to ensure the safety of the officer and the canine. The transport units will require a heat monitor to ensure that the temperature of the animal is appropriate. In the event, the vehicles engine fails the monitor also contain an alarm that will sound to alert the officer. The rescue system allows the officer to deploy the dog from the transportation unit and vehicle by using a remote control.

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**5AC - (1) CONTRABAND DETECTOR KIT** **\$ 20,445**

This kit consists of 30 different types of sophisticated devices that will allow the detection of well-hidden contraband. These tools assist in locating hidden drugs, explosives, weapons, secret compartments, currency, works of art, jewelry and other items by using fiber optic scopes. These tools will detect hidden compartments found inside tires, altered gas tanks, false floors, walls, and ceilings.

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**5AC - (2) MONITORS AND ACCESSORIES** **\$ 500**

An additional full size monitor is needed to accommodate a larger working screen for the compilation of data in an office environment.

## MEMORANDUM

TO: Justice Assistance Grant Applicants

FROM: Burke Fitzpatrick, Administrator

RE: Solicitation for Justice Assistance Grant Applications

DATE: August 31, 2010

The Office of Justice Programs in the Department of Public Safety will open the Grants Management Information System to accept applications for Justice Assistance Grant (JAG) awards on November 8, 2010. Also on that date we will be publishing grant application guidance for new and continuation applicants. The website address is <http://www.scdps.org/ojp/>.

Justice Assistance Grant proposals will be due by 5:00 PM on January 14, 2011.

One significant change in the process is that we will not be scheduling a statewide JAG solicitation conference as we have done each year in November. These half-day statewide meetings have been useful, particularly for new applicants in developing first-year proposals. However, awards to new projects next year will be very limited. In 2009 with Stimulus funding we awarded \$23 million. This year we combined JAG awards from two fiscal years and awarded \$11.5 million. In the coming federal fiscal year we expect to receive only \$5 million for award in July, 2011. We project that, if only JAG projects eligible for continuation are funded in the next year, these alone will meet or exceed our estimated \$5 million award. Therefore, the prospect of many new awards does not look favorable.

For these reasons I think it unfair to ask law enforcement and fiscal personnel to travel from all parts of the state for a Justice Assistance Grant proposal solicitation meeting. However, beginning November 8<sup>th</sup> we will be available to you for any technical assistance you might need in preparing a JAG application, new or continuation, for submission. This assistance can be over the telephone, via our Grants Management Information System, meetings at SCDPS headquarters in Blythewood, or we will travel to your offices. No request for assistance will go unanswered.

So, in summary we will not be scheduling a grants solicitation workshop for JAG applications this year. However, both new and continuation proposals will be accepted for review and recommendation up until the deadline of January 14, 2011 at 5:00. We expect that the awards will be announced in late May for activation July 1, 2011. Please contact me with any questions you might have at 803-896-8702.

## COUNTY OF LEXINGTON Grant Request Summary Form

**Title of Grant:** White Collar Crime Unit

**Fund:** 2418 White Collar Crime Unit **Department:** 151200 LE/Operations  
*No. Title No. Title*

**Type of Summary:** **Grant Application** X **Grant Award** \_\_\_\_\_

**Grant Overview:** The Sheriff's Department is noticing a marked increase in white-collar crimes throughout the County. White-collar crime is defined as a crime committed by a person of social status and respectable in their occupation. White-collar employees have a greater opportunity to commit fraud, bribery, insider trading, embezzlement, computer crime, identity theft, and forgery. A dedicated white-collar crime investigator will continue to combat the problems by actively working the specialized cases and preventing the escalation of white-collar crimes. Statistical data and detailed information gathered will aid in the investigations and patterns of the highly skilled professionals who are committing the white-collar crimes.

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

This application is for salaries, operating supplies, and related office equipment.

**Grant Period:** July 1, 2011 to June 30, 2012

**Responsible Departmental Grant Personnel:** Nandalyn Heaitley, LCSD Grant Coordinator

**Date Grant Information Released:** August 31, 2010 **Date Grant Application Due:** January 14, 2011

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

Personnel	\$ 70,683.00		
Operating	\$ 12,885.00	* Application Amount:	<b>84,981.00</b>
Capital	\$ 10,855.00	* Award Amount:	
<b>Total</b>	<u>\$ 94,423.00</u>		

**Local Match Required:** Yes  No

**If Yes, What is the Percentage / Amount:**

90%	\$84,981.00
10%	\$9,442.00
%	\$ Amount

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

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

Dept. Preparer:	NH	12/2/2010
Dept. Approval:	AP	12/2/2010
Finance Approval:	AD	12/3/2010
	<i>Initials</i>	<i>Date</i>

**COUNTY OF LEXINGTON  
 WHITE COLLAR CRIME UNIT  
 Annual Budget  
 FY - 2011-12 Estimated Revenue**

Object Code	Revenue Account Title	Actual 2009-10	Received Thru Nov 2010-11	Amended Budget Thru Nov 2010-11	Projected Revenues Thru Jun 2010-11	Requested 2011-12	Recommend 2011-12	Approved 2011-12
<b>* LE - White Collar Crime Unit 2418:</b>								
<b>Revenues:</b>								
457000	Federal Grant Income	0	0	111,483	111,483	84,981	84,981	
461000	Investment Interest	0	0	0	0	0	0	
801000	Op Trn From General Fund/LE	0	5,867	5,867	5,867	9,442	9,442	
	<b>** Total Revenue</b>	<b>0</b>	<b>5,867</b>	<b>117,350</b>	<b>117,350</b>	<b>94,423</b>	<b>94,423</b>	
	<b>***Total Appropriation</b>				<b>117,350</b>	<b>94,423</b>	<b>94,423</b>	
FUND BALANCE								
	Beginning of Year				0	0	0	
FUND BALANCE - Projected								
	End of Year				0	0	0	

**COUNTY OF LEXINGTON  
WHITE COLLAR CRIME UNIT  
Annual Budget  
Fiscal Year - 2011-12**

Fund: 2418  
Division: Law Enforcement  
Organization: 151200 - LE/Operations

Object Expenditure		<i>BUDGET</i>					
Code	Classification	2009-10 Expend	2010-11 Expend (Nov)	2010-11 Amended (Nov)	2011-12 Requested	2011-12 Recommend	2011-12 Approved
<b>Personnel</b>							
510100	Salaries & Wages - 1	0	3,477	46,250	47,500	47,500	
510199	Special Overtime	0	0	3,000	3,000	3,000	
511112	FICA - Employer's Portion	0	289	3,768	3,863	3,863	
511114	Police Retirement - Employer's Portion	0	401	5,679	5,823	5,823	
511120	Insurance Fund Contribution - 1	0	650	7,800	8,000	8,000	
511130	Workers Compensation	0	117	1,655	1,697	1,697	
515600	Clothing Allowance	0	0	600	800	800	
519999	Personnel Contingency	0	0	0	0	0	
	<b>* Total Personnel</b>	<b>0</b>	<b>4,934</b>	<b>68,752</b>	<b>70,683</b>	<b>70,683</b>	
<b>Operating Expenses</b>							
520800	Outside Printing	0	0	0	0	0	
521000	Office Supplies	0	0	100	100	100	
521200	Operating Supplies	0	0	100	500	500	
521208	Police Supplies	0	0	500	100	100	
522300	Vehicle Repairs & Maintenance	0	0	600	600	600	
524100	Vehicle Insurance - 1	0	0	546	546	546	
524201	General Tort Liability Insurance	0	361	745	745	745	
524202	Surety Bonds	0	0	0	0	0	
525004	WAN Service Charges - 1	0	0	540	720	720	
525020	Pagers and Cell Phones - 1	0	0	540	720	720	
525030	800 MHz Radio Service Charges - 1	0	0	450	720	720	
525031	800 MHz Radio Maintenance Fee - 1				50	50	
525041	E-mail Service Charges - 1	0	0	61	84	84	
525210	Conference, Meeting & Training Expenses	0	0	1,950	2,000	2,000	
525230	Subscriptions, Dues, & Books	0	0	0	0	0	
525400	Gas, Fuel, & Oil	0	0	4,937	6,000	6,000	
529903	Contingency	0	0	0	0	0	
	<b>* Total Operating</b>	<b>0</b>	<b>361</b>	<b>11,069</b>	<b>12,885</b>	<b>12,885</b>	
	<b>** Total Personnel &amp; Operating</b>	<b>0</b>	<b>5,295</b>	<b>79,821</b>	<b>83,568</b>	<b>83,568</b>	
<b>Capital</b>							
540000	Small Tools & Minor Equipment	0	0	0	0	0	
540010	Minor Software	0	0	57	1,500	1,500	
	All Other Equipment	0	0	37,472			
	(2) DVD/VCR Recorder & Playback Sys.				2,900	2,900	
	(1) Chair				645	645	
	(1) Desk				1,000	1,000	
	(1) Laser Color Printer/Fax/Scanner				510	510	
	(1) Shredder				500	500	
	(2) Fireproof/Lockable Storage Cabinets				3,500	3,500	
	(1) Portable Scanner				300	300	
	<b>** Total Capital</b>	<b>0</b>	<b>0</b>	<b>37,529</b>	<b>10,855</b>	<b>10,855</b>	
	<b>*** Total Budget Appropriation</b>	<b>0</b>	<b>5,295</b>	<b>117,350</b>	<b>94,423</b>	<b>94,423</b>	

#### **SECTION V. - PROGRAM OVERVIEW**

The Sheriff's Department is noticing a marked increase in white-collar crimes throughout the County. White-collar crime is defined as a crime committed by a person of social status and respectable in their occupation. White-collar employees have a greater opportunity to commit fraud, bribery, insider trading, embezzlement, computer crime, identity theft, and forgery. A dedicated white-collar crime investigator will continue to combat the problems by actively working the specialized cases and preventing the escalation of white-collar crimes. Statistical data and detailed information gathered will aid in the investigations and patterns of the highly skilled professionals who are committing the white-collar crimes.

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

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**SECTION VI. B. – LISTING OF POSITIONS**

**Current Staffing Level:**

	<u>Positions</u>	<u>Full Time Equivalent</u>		<u>Total</u>	<u>Grade</u>
		<u>General Fund</u>	<u>Other Fund</u>		
<b>LE / Operations (Grant Positions)</b>					
White Collar Crime Grant Investigator	1	0	1	1	13
<b>Totals:</b>	<b>1</b>	<b>0</b>	<b>1</b>	<b>1</b>	

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**SECTION VI. C. – OPERATING LINE ITEM NARRATIVES**

**521000 – OFFICE SUPPLIES \$ 100**

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

**521200 – OPERATING SUPPLIES \$ 500**

Operating supplies requested are audio and video tapes, memory cards, disks, batteries, and other supplies as required for the grant.

**521208 – POLICE SUPPLIES \$ 100**

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

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

Vehicle repair and maintenance is needed for grant vehicles.

**524100 – VEHICLE INSURANCE \$ 546**

Vehicle insurance is required for the grant vehicle.

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

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

**525004 – WAN SERVICE CHARGES \$ 720**

Air card service will be charged for the investigators to have wireless access to the web and other databases from other counties as well as LCSD to obtain immediate information on a person in question. (Air card service is estimated at \$60/month X 12 months = \$720)

**525020 – PAGERS AND CELL PHONES \$ 720**

The grant personnel are required to have a cell phone for safety purposes and for immediate communication with the department, county and other agencies. (Cell service is estimated at \$60/month X 12 months = \$720)

**525030 – 800 MHz RADIO SERVICE CHARGES \$ 720**

Monthly service is required for the 800 MHz digital encrypt radios used by the gang investigators for communication purposes. (Radio service is estimated at \$60 X 12 months = \$720)

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**525031 – 800 MHz RADIO MAINTENANCE FEE** **\$ 50**

A yearly service fee for maintenance on the radio is required to allow for 24-hour coverage.

**525041 – E-MAIL SERVICE** **\$ 84**

E-mail service is required for communication and to transfer documents by the white-collar crime investigator. (E-mail service is estimated at \$7 per month X 12 months = \$84)

**525210 – CONFERENCE, MEETING & TRAINING EXPENSES** **\$ 2,000**

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

**525400 – GAS, FUEL, AND OIL** **\$ 6,000**

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

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

**540010 – MINOR SOFTWARE **\$ 1,500****

A software package and a flash drive will be required for the White Collar Crime Investigator to easily download information and for the storing and the collecting of information in the computer for required grant data.

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

The time lapsed DVR system to include the DVD burners are required to record covert information and to gather visual evidence for court presentations and prosecution.

**5AC - (1) CHAIR **\$ 645****

A chair is required for the White Collar Crime Investigator for the office that is being provided. The chair must be heavy duty with the capability of providing substantial support.

**5AC - (1) DESK **\$ 1,000****

A desk that will support the equipment and the necessary documents for performing the tasks of the White Collar Crime grant is needed for the investigator. The desk that is now being used is so small that it will not hold the equipment required and is inadequate when providing a space for working all of the cases being investigated.

**5AC - (1) LASER COLOR PRINTER/FAX/SCANNER **\$ 510****

A color printer, scanner, and fax are required for the printing and documentation of images for the evidence gathered for court presentations. It is necessary to scan documents to send to other agencies without having to use the regular mail system.

**5AC - (1) SHREDDER **\$ 500****

A shredder is required to destroy confidential materials that are viewed and collected when handling white-collar crime cases. The shredder will be used to shred financial and other documents as necessary.

**5AC - (2) FIRE PROOF, LOCKABLE STORAGE CABINETS **\$ 3,500****

Heavy-duty lockable fireproof storage cabinets are necessary to store files of investigative cases for the white-collar crime investigator.

**5AC - (1) PORTABLE SCANNER **\$ 300****

A small portable scanner will allow the investigator to take the unit on site to scan important information at the location of the business that was victimized without having to take the documents from the area. This will allow confidential documents to keep at a safer location to be processed.

## MEMORANDUM

TO: Justice Assistance Grant Applicants

FROM: Burke Fitzpatrick, Administrator

RE: Solicitation for Justice Assistance Grant Applications

DATE: August 31, 2010

The Office of Justice Programs in the Department of Public Safety will open the Grants Management Information System to accept applications for Justice Assistance Grant (JAG) awards on November 8, 2010. Also on that date we will be publishing grant application guidance for new and continuation applicants. The website address is <http://www.scdps.org/ojp/>.

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For these reasons I think it unfair to ask law enforcement and fiscal personnel to travel from all parts of the state for a Justice Assistance Grant proposal solicitation meeting. However, beginning November 8<sup>th</sup> we will be available to you for any technical assistance you might need in preparing a JAG application, new or continuation, for submission. This assistance can be over the telephone, via our Grants Management Information System, meetings at SCDPS headquarters in Blythewood, or we will travel to your offices. No request for assistance will go unanswered.

So, in summary we will not be scheduling a grants solicitation workshop for JAG applications this year. However, both new and continuation proposals will be accepted for review and recommendation up until the deadline of January 14, 2011 at 5:00. We expect that the awards will be announced in late May for activation July 1, 2011. Please contact me with any questions you might have at 803-896-8702.



*Lexington County Sheriff's Department*

*Administrative Bureau*

## MEMORANDUM

**TO:** Mr. Jim Kinard, County Council Chairman  
Ms. Katherine Hubbard, County Administrator

**FROM:** Colonel Allan Paavel

**DATE:** December 3, 2010

**RE:** Additional Vehicles for the Reserve Deputy Program

The Lexington County Sheriff's Department Reserve Deputy Program has been in place for thirty years. During this time these unpaid volunteers have contributed countless hours of service to the citizens of Lexington County, saving millions of dollars in personnel costs. Just during fiscal year 2009-2010, the Reserve Deputies worked over 18,000 hours answering calls for service, investigating cases, and assisting with special events. Currently, there are twenty-six active Reserve Deputies; and we have nine new recruits that will be sworn in as Reserve Deputies in March 2011. There are eleven vehicles in our fleet dedicated for the Reserve Deputies. With the increasing number of Reserve Deputies, having more vehicles dedicated for use by them will allow better use of the available manpower, since they will not have to borrow a vehicle from a full time officer. We are asking permission to add two vehicles to our fleet for the Reserve Deputies to use. Since these vehicles will be selected from those that are due to be replaced when the new marked patrol vehicles arrive, there will be no purchase cost involved. These vehicles are outfitted with the necessary emergency equipment; therefore, the only costs associated with these two additional vehicles are for vehicle insurance, maintenance and repairs, and fuel. An analysis of our existing budgets for these accounts indicates we should have sufficient capacity to absorb the increased costs.

Associated costs for the remaining six months in fiscal year 2010-2011;

Vehicle Repairs and Maintenance (100-151200-522300) \$1,500.00  
(\$125 per month, per vehicle X 6 months=\$750.00 per vehicle)

Gas, Fuel, and Oil (1000-151200-525400) \$3,000.00  
(\$250 per month, per vehicle X 6 months=\$1,500.00 per vehicle)

Vehicle Insurance (100-151200-524100) \$546.00  
(\$546 per year, per vehicle/2 payments per year=\$273 per vehicle for 6 months)

If approved, these two additional vehicles will be selected by Lexington County Fleet Services after reviewing the condition and past repair costs of the vehicles to be dead lined.

Thank you for your consideration in this matter.

# COUNTY OF LEXINGTON

## Procurement Services

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### MEMORANDUM

(O) 785-8166  
(F) 785-2240

**DATE:** December 06, 2010

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

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

**SUBJECT: FLIR Systems Ultra 7500 B RAID Demo System (Sole Source)  
Sheriff's Department**

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We received a purchase request from the Sheriff's Department for the FLIR (Forward Looking Infrared) Systems Ultra 7500 B RAID Demo System. This will be a "sole source" purchase from this vendor as they only manufacturer of this kind of unique "real-time" radar system.

Colonel Allan Paavel has reviewed and recommended this purchase. The total cost, including applicable sales tax, is \$129,970.76.

Funds will be appropriated in the necessary account(s) pending a budget amendment resolution.

I concur with the above recommendation and further recommend that this bid be placed on County Council's agenda for their next scheduled meeting on December 14, 2010.

Copy: Larry Porth, Director of Finance/Assistant County Administrator  
Colonel Allan Paavel, Sheriff's Department  
Sylvia Dillon, Sheriff's Department



**COUNTY OF LEXINGTON**  
**SHSP EXPLOSIVE ORDINANCE DISPOSAL ENHANCEMENT**  
**Annual Budget**  
**Fiscal Year - 2011-12**

Object Code	Revenue Account Title	Actual 2009-10	Received Thru Jun 2010-11	Amended Budget Thru Jun 2010-11	Projected Revenues Thru Jun 2010-11	Requested 2011-12	Awarded 2011-12	Approved 2011-12
<b>* LE - SHSP Explosive Ord Disp Enhancement 2484:</b>								
<b>Revenues:</b>								
457000	Federal Grant Income	24,571	62,751	62,751	75,428	0	10,000	
461000	Investment Interest	0	4	0	0	0	0	
<b>** Total Revenue</b>		<b>24,571</b>	<b>62,755</b>	<b>62,751</b>	<b>75,428</b>	<b>0</b>	<b>10,000</b>	
<b>***Total Appropriation</b>					<b>75,428</b>	<b>0</b>	<b>10,000</b>	
FUND BALANCE								
Beginning of Year								
					<b>0</b>	<b>0</b>	<b>0</b>	
FUND BALANCE - Projected								
End of Year								
					<b>0</b>	<b>0</b>	<b>0</b>	

Fund: 2484  
Division: Law Enforcement  
Organization: 151200 - Operations

Object Code	Expenditure Classification	2009-10 Expend	2010-11 Expend (Jun)	2010-11 Budgeted (Jun)	2011-12 Requested	BUDGET 2011-12 Awarded	2011-12 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>							
521200	Operating Supplies	0	4,075	7,283	0	0	
521208	Police Supplies	1,472	0	1,462	0	0	
521210	Canine Supplies	0	0	0	0	500	
525210	Conference, Meeting & Training Expense	0	0	8,000	0	0	
<b>* Total Operating</b>		<b>1,472</b>	<b>4,075</b>	<b>16,745</b>	<b>0</b>	<b>500</b>	
<b>** Total Personnel &amp; Operating</b>		<b>1,472</b>	<b>4,075</b>	<b>16,745</b>	<b>0</b>	<b>500</b>	
<b>Capital</b>							
All Other Equipment		23,099	58,682	58,683			
5AB505	(1) EOD Canine				0	8,500	
5AB506	(1) Canine Vehicle Insert				0	1,000	
<b>** Total Capital</b>		<b>23,099</b>	<b>58,682</b>	<b>58,683</b>	<b>0</b>	<b>9,500</b>	
<b>*** Total Budget Appropriation</b>		<b>24,571</b>	<b>62,757</b>	<b>75,428</b>	<b>0</b>	<b>10,000</b>	

## **SECTION V. – PROGRAM OVERVIEW**

The Lexington County Explosive Ordinance Disposal Team provides EOD support for Lexington County and all municipalities in the County. In addition, this team has provided support to Columbia City, FBI, and Secret Service. We have also been contacted by several adjoining counties requesting that we provide support to them as needed. The team is prepared to provide assistance to any agency that requests assistance. The Lexington County Explosive Ordinance Team is certified by the FBI Hazardous Device School in Alabama.

Lexington County has one explosive detection dog that is nearing retirement. There are many occasions such as dignitary visits and bomb threats that will require a dog to search an area or building. Many of these require the use of more than one dog as the area or building is very large. This requires us to request a dog from other jurisdictions. There are few dogs in the area and often, they are already being used on a separate deployment. A second dog would allow for greater coverage and also prepare for the retirement of our current dog.

---

**SECTION VI. C. – OPERATING LINE ITEM NARRATIVES**

**521210 – Canine Supplies** **\$ 500**

This account will be used to purchase leashes, collars and supplies for the EOD canine.

**SECTION VI. D. - CAPITAL LINE ITEM NARRATIVES**

**5AB505 – (1) EOD Canine** **\$ 8,500**

This account will be used to purchase (1) one canine trained to detect explosives.

**5AB506 – (1) Canine Vehicle Insert** **\$ 1,000**

The insert is placed in the rear area of a car to safely transport the canine.

---

# SOUTH CAROLINA LAW ENFORCEMENT DIVISION

MARK SANFORD  
*Governor*



REGINALD I. LLOYD  
*Director*

October 29, 2010

Sheriff James Metts  
Lexington County Sheriff's Department  
521 Gibson Road  
Lexington, South Carolina 29072

RE: Fiscal Year 2010 State Homeland Security Program  
Grant Number: 10SHSP23  
Project Name: Explosive Detection Canine \$10,000.00  
Total Amount of Award: \$10,000.00

Dear Sheriff Metts:

We are pleased to provide you with the original and one copy of the grant award approved by the South Carolina Law Enforcement Division, as the State Administrative Agency for the Homeland Security Grant Program, in the amount of \$10,000.00. This award will be effective upon **final approval** of the grant application budget and program narrative to be filled out on the Homeland Security Electronic Grant Management System located on the internet at <https://www.southcarolinadhs.com>. Final approval of the grant application will be sent to you in the form of a Grant Adjustment Notice. **No funds are to be obligated or expended until receipt of the Grant Adjustment Notice.** Additionally, in order to complete this award, it is necessary that the Official Authorized to Sign return the original grant award with an original signature no later than **November 30, 2010**. The signed original should be sent to the following address:

South Carolina Law Enforcement Division  
Office of Homeland Security  
Post Office Box 21398  
Columbia, South Carolina 29221-1398

As a reminder, the Request for Payment/Quarterly Fiscal Report is due within 30 days of the end of every calendar quarter. The **final** Request for Payment/Quarterly Fiscal Report and the Program Evaluation are due 45 days after the end of the grant period. Semi-annual Progress Reports are due within 30 days after the end of the reporting period, until the expiration of the grant. Your commitment to addressing the homeland security needs in your community and throughout South Carolina is appreciated.

Sincerely

Reginald I. Lloyd, Director  
South Carolina Law Enforcement Division

Enclosure



An Accredited Law Enforcement Agency

P.O. Box 21398 / Columbia, South Carolina 29221-1398 / (803) 737-9000 / Fax (803) 896-7041

SOUTH CAROLINA LAW ENFORCEMENT DIVISION  
OFFICE OF HOMELAND SECURITY  
POST OFFICE BOX 21398  
COLUMBIA, SOUTH CAROLINA 29221-1398

**GRANT AWARD**

**Subgrantee:** Lexington County Sheriff's Department

**Project Title(s):** Explosive Detection Canine \$10,000.00

**Grant Period:** 11/01/10-10/31/11 **Date of Award:** 10/29/2010

**Total Amount of Award:** \$10,000.00 **Grant Number:** 10SHSP23

In accordance with the provisions of Federal Fiscal Year 2010 State Homeland Security Grant Program, the South Carolina Law Enforcement Division (SLED) hereby awards to the foregoing Subgrantee a grant in the amount shown above. The CFDA number is 97.067 and SLED's federal grant number is 2010-SS-T0-0040.

**Payment of Funds:** The original signed copy of this Award must be signed by the *Official Authorized to Sign* in the space below and returned to SLED **no later than November 30, 2010**. The grant shall be effective upon return of this form and final approval by SLED of the grant budget and program narrative. Final approval of the grant application will be sent in the form of a Grant Adjustment Notice. **No funds are to be obligated or expended until receipt of the Grant Adjustment Notice.** Grant funds will be disbursed to subgrantees (according to the approved project budget) upon clearance of special conditions and receipt of evidence that funds have been invoiced and products received and/or that funds have been expended (i.e., invoices, contracts, itemized expenses, etc.).

**Conditions:** I certify that I understand and agree that funds will only be expended for those projects outlined in the funding amounts as individually listed above. I also certify that I understand and agree to comply with the general and fiscal terms and conditions of the grant including special conditions; to comply with provisions of the Act governing these funds and all other federal laws; that all information is correct; that there has been appropriate coordination with affected agencies; that I am duly authorized to commit the applicant to these requirements; that costs incurred prior to grant application approval will result in the expenses being absorbed by the subgrantee; and that all agencies involved with this project understand that all federal funds are limited to the specified performance period.

**Supplantation:** The Act requires that subgrantees provide assurance that subgrant funds will not be used to supplant or replace local or state funds or other resources that would otherwise have been available for homeland security activities. In compliance with that mandate, I certify that the receipt of federal funds through SLED shall in no way supplant or replace state or local funds or other resources that would have been made available for homeland security activities.

ACCEPTANCE FOR THE SUBGRANTEE

\_\_\_\_\_  
Signature of Official Authorized to Sign

  
\_\_\_\_\_  
Signature of SLED Agency Director

GRANT AWARD NOTICE: THIS AWARD IS SUBJECT TO THE GRANT SPECIAL CONDITIONS AND FINAL APPROVAL BY SLED OF THE SUBGRANTEE'S GRANT PROGRAM BUDGET AND NARRATIVE



**COUNTY OF LEXINGTON  
SOL / DUI PROSECUTION PROGRAM  
Annual Budget  
Fiscal Year 2010-11**

Object Code	Revenue Account Title	Requested 2010-11	Awarded 2010-11	Approved 2010-11
<b>* Sol / DUI Prosecution Program 2461:</b>				
<b>Revenues:</b>				
457000	Federal Grant Income	0	75,000	
<b>** Total Revenue</b>		0	75,000	
<b>*** Total Appropriation</b>		0	75,000	
FUND BALANCE				
	Beginning of Year	0	0	
FUND BALANCE - Projected				
	End of Year	0	0	

Fund: 2461  
Division: Solicitor  
Organization: 141200 - Solicitor

Object Expenditure		<b>BUDGET</b>		
Code	Classification	2010-11 Requested	2010-11 Awarded	2010-11 Approved
<b>Personnel</b>				
510100	Salaries & Wages - (1)	0	51,110	
511112	FICA - Employer's Portion	0	3,910	
511114	Police Retirement - Employer's Portion	0	4,797	
511120	Insurance Fund Contribution - (1)	0	7,800	
511130	Workers Compensation	0	185	
<b>* Total Personnel</b>		<b>0</b>	<b>67,802</b>	
<b>Operating Expenses</b>				
521000	Office Supplies	0	400	
524201	General Tort Liability Insurance	0	24	
525000	Telephone	0	243	
525021	Smart Phone Charges - (1)	0	900	
525041	E-mail Service Charges - (1)	0	81	
525210	Conference, Meeting & Training Expense	0	600	
525230	Subscriptions, Dues, & Books	0	400	
525240	Personal Mileage Reimbursement	0	1,800	
<b>* Total Operating</b>		<b>0</b>	<b>4,448</b>	
<b>** Total Personnel &amp; Operating</b>		<b>0</b>	<b>72,250</b>	
<b>Capital</b>				
540000	Small Tools & Minor Equipment	0	200	
540010	Minor Software	0	650	
5AB508	(1) Laptop, Monitor, & Accessories	0	1,600	
5AB509	(1) Printer & Accessories	0	300	
<b>** Total Capital</b>		<b>0</b>	<b>2,750</b>	
<b>*** Total Budget Appropriation</b>		<b>0</b>	<b>75,000</b>	

## **SECTION V. - PROGRAM OVERVIEW**

### **Summary of Programs:**

DUI Prosecution Program

### **Objectives:**

To provide funding for a dedicated DUI prosecutor whose primary focus is the prosecution of South Carolina Highway Patrol DUI cases in Magistrates Courts throughout the Eleventh Judicial Circuit. When practicable, the prosecutor may also assist in the prosecution of DUI cases made by the South Carolina Highway Patrol and other local law enforcement agencies in all Courts within the Eleventh Judicial Circuit. A main goal of this program is to increase the number of successful prosecutions of DUI cases.

**SECTION VI. LINE ITEM NARRATIVES**

**SECTION VI. A. – LISTING OF REVENUES**

**457000 – FEDERAL GRANT INCOME** **\$ 75,000**

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The total funds of the grant award are \$75,000. This is a 100% federally funded grant, no match is required.

This is a pass-through federal grant from the South Carolina Commission on Prosecution Coordination. The South Carolina Commission on Prosecution Coordination was awarded a federally funded grant through the Office of Highway Safety, South Carolina Department of Public Safety. The initial grant period is 10/1/2010 – 9/30/2011. The amount of the total award given to the Eleventh Judicial Circuit Solicitor's Office is \$75,000. This is a 100% federally funded grant, no match is required.

**SECTION VI. B. - LISTING OF POSITIONS**

**Staffing Level:**

<u>Job Title</u>	<u>Positions</u>	<u>Full Time Equivalent</u>		<u>Total</u>	<u>Grade</u>
		<u>General Fund</u>	<u>Other Fund</u>		
Assistant Solicitor	1		1	1	19
	-----		-----	----	
<b>Total Positions</b>	<b>1</b>		<b>1</b>	<b>1</b>	

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**SECTION VI. C. - OPERATING LINE ITEM NARRATIVES**

**521000 – OFFICE SUPPLIES** **\$ 400**

To cover the costs of office supplies including, but not limited to, pens, paper, note pads, photo paper, tape dispenser, tape, paper clips, stapler, staples, staple puller, scissors, printer cartridges and other necessary office supplies for the Assistant Solicitor.

**524201 – GENERAL TORT LIABILITY INSURANCE** **\$ 24**

**525000 – TELEPHONE** **\$ 243**

To cover the cost of telephone service for the Assistant Solicitor.

**525021 – SMART PHONE CHARGES** **\$ 900**

To cover the cost of smart phones charges and service for the Assistant Solicitor.

**525041 – E-MAIL SERVICE CHARGES** **\$ 81**

The cost of e-mail services is \$6.75 per month per account. 1 accounts @ \$6.75 per account times 12 months.

**525210 – CONFERENCE, MEETING & TRAINING EXPENSES** **\$ 600**

To cover the cost of continuing education conferences and courses for the Assistant Solicitor to maintain his/her license.

**525230 – SUBSCRIPTIONS, DUES, & BOOKS** **\$ 400**

To cover the cost of SC Bar Association Dues for the Assistant Solicitor and law books and legal materials necessary to aid/improve prosecution.

**525240 – PERSONAL MILEAGE REIMBURSEMENT** **\$ 1,800**

To cover the cost of reimbursing the Assistant Solicitor for mileage when using his/her personal vehicle for work related business, to include traveling to Court.

**SECTION VI. D. - CAPITAL LINE ITEM NARRATIVES**

**540000 – SMALL TOOLS & MINOR EQUIPMENT** **\$ 200**

To cover the cost of a smart phone for the Assistant Solicitor.

**540010 – MINOR SOFTWARE** **\$ 650**

To cover the cost of software for the laptop: Microsoft Office, Adobe Professional for redaction of discovery materials and audio redaction.

**5AB508 – LAPTOP, MONITOR, & ACCESSORIES** **\$ 1,600**

To cover the cost of a laptop similar to the current laptops in the Solicitor Office. The laptop will consist of a laptop computer, a large screen monitor, keyboard, external speakers and a carrying case. The laptop will have an extra power supply for when the Assistant Solicitor travels to Court.

**5AB509 – PRINTER & ACCESSORIES** **\$ 300**

To cover the cost of a multi-function printer with printer accessories for the Assistant Solicitor.

STATE OF SOUTH CAROLINA  
Commission on Prosecution Coordination



HAROLD W. GOWDY III, CHAIRMAN  
SOLICITOR, SEVENTH JUDICIAL CIRCUIT

JERRY W. PEACE, VICE-CHAIRMAN  
SOLICITOR, EIGHTH JUDICIAL CIRCUIT

SCARLETT A. WILSON  
SOLICITOR, NINTH JUDICIAL CIRCUIT

ROBERT M. ARIAIL  
SOLICITOR, THIRTEENTH JUDICIAL CIRCUIT

KEVIN S. BRACKETT  
SOLICITOR, SIXTEENTH JUDICIAL CIRCUIT

GLENN F. MCCONNELL  
SENATE JUDICIARY COMMITTEE

1401 MAIN STREET, SUITE 825  
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COLUMBIA, SOUTH CAROLINA 29211-1561  
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WILLIAM D. BILTON  
EXECUTIVE DIRECTOR

JAMES H. HARRISON  
HOUSE JUDICIARY COMMITTEE

REGINALD I. LLOYD  
DIRECTOR, STATE LAW  
ENFORCEMENT DIVISION

MARK A. KEEL  
DIRECTOR, DEPARTMENT  
OF PUBLIC SAFETY

MARY C. POWELL  
DIRECTOR, FIFTEENTH JUDICIAL  
CIRCUIT PRE-TRIAL  
INTERVENTION PROGRAM

LINDA M. MACON  
SIXTH JUDICIAL CIRCUIT  
VICTIM WITNESS ASSISTANCE  
ADVOCATE

MEMORANDUM

TO: The Honorable Circuit Solicitors

FROM: William D. Bilton, Executive Director 

RE: "DUI Prosecution Programs" Grant Award  
Grant No.: 2H11010

DATE: October 6, 2010

Please be informed that the Office of Highway Safety, S.C. Department of Public Safety, awarded a highway safety grant to the S.C. Commission on Prosecution Coordination. The grant period for the grant is 10/1/2010 – 9/30/2011. The total amount of the award is \$1,220,130. The Commission voted to accept the grant on Tuesday, September 28, 2010.

The project summary outlines that dedicated funding will be provided to the sixteen Judicial Circuit Solicitors' offices for the prosecution of driving under the influence (DUI) cases in the Summary and General Sessions Courts.

If I may be of further assistance, please do not hesitate to contact me.

WDB/prc

STATE OF SOUTH CAROLINA  
Commission on Prosecution Coordination



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SOLICITOR, SEVENTH JUDICIAL CIRCUIT

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LINDA M. MACON  
SIXTH JUDICIAL CIRCUIT  
VICTIM WITNESS ASSISTANCE  
ADVOCATE

MEMORANDUM

TO: The Honorable Circuit Solicitors

FROM: William D. Bilton, Executive Director 

RE: "Driving Under the Influence Prosecution Program" Funding Grant # 2H11010

DATE: November 4, 2010

On Tuesday, September 28, 2010, the Commission voted to accept the Office of Highway Safety (OHS) of the S.C. Department of Public Safety (SC DPS) grant award entitled, "Driving under the Influence Prosecution Program." The grant period for the grant is 10/1/2010 – 9/30/2011. The total amount to be distributed to each Office of Solicitor is \$75,000. On Wednesday, November 3, 2010, the modifications to the *Special Conditions* previously addressed by Director Mark Keel, SC DPS, were finalized.

Please find enclosed an announcement regarding a Pre-Work Conference pertaining to the above mentioned grant award. On Monday, November 22, 2010, the SCCPC and the OHS will host the required Pre-Work Conference at the S.C. Sheriffs' Association, 112 WestPark Boulevard, Columbia, South Carolina 29210 from 10:00 a.m. – 1:00 p.m. The Project Director is required to attend the program. Financial staff may attend and are encouraged to do so.

If I may be of further assistance, please do not hesitate to contact me.

## Burn, Chip

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**From:** Shelton, Christopher M. [CM.Shelton@schp.org]  
**Sent:** Monday, November 22, 2010 4:21 PM  
**To:** Burn, Chip  
**Subject:** RE: Info. re: Lex. Co. DUI cases

**Roughly we have 450 pending cases.** We just compiled these numbers a couple of months ago.

Thanks,  
Chris

*Sergeant C.M. Shelton*  
*South Carolina Highway Patrol*  
*Troop One - Post C*  
*111 Maiden Lane*  
*Lexington, SC 29072*  
*Office (803) 808-4204*  
*Fax (803) 808-4210*

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**From:** Burn, Chip [mailto:CBurn@lex-co.com]  
**Sent:** Monday, November 22, 2010 4:02 PM  
**To:** Shelton, Christopher M.  
**Subject:** Info. re: Lex. Co. DUI cases

Trooper Shelton:

Assistant Solicitor Chris Samellas is trying to put together a grant request to address the docket of magistrate-level DUI cases in Lexington County. For this, he needs to know the total number of DUI cases that the Highway Patrol has pending in Lexington County magistrate courts at this time. Please forward this information to me if you have access to it. If not, please contact me and let me know who I could get this information from. Thanks.

Let me know if you have any questions or concerns.

Stephen "Chip" Burn  
Asst. Solicitor, 11<sup>th</sup> Judicial Circuit  
205 E. Main Street  
Lexington, SC 29072  
(803) 785-8352

**CONTRACT FOR PROFESSIONAL SERVICES**

**THIS AGREEMENT**, entered into on October 1, 2010 by and  
between Eleventh Judicial Circuit Solicitor's Office and  
(hereinafter referred to as the "Office of the Solicitor" or "Contractor")  
South Carolina Commission on Prosecution Coordination  
(hereinafter referred to as the "SCCPC" or "Agency")

**WITNESSETH THAT:**

Whereas the Agency desires to engage the Contractor to render certain technical or professional services hereinafter referred to as the "Project."

**NOW, THEREFORE**, the parties hereto do mutually agree as follows:

1. **Employment of Contractor**

The Contractor represents that he has, or will secure at his own expense, all personnel required in the performance of the services covered by this Contract. Such personnel shall not be employees of, or have any contractual relationship with, the Agency.

All of the Services required hereunder will be performed by the Contractor, or under its supervision, and all personnel engaged in the work shall be fully qualified and shall be authorized under State and local law to perform such services.

No payment, gratuity, or offer of employment may be made by or on behalf of a subcontractor under a contract to the prime contractor or higher tier subcontractor or any person associated therewith as an inducement for the award of a subcontract order. Further, upon a showing that a subcontractor made a kickback to a prime contractor or a higher tier subcontractor in connection with the award of a subcontract or order under it, it is conclusively presumed that the amount of the kickback was included in the price of the subcontract or order and ultimately borne by the State or governmental entity and is recoverable hereunder from the subcontractor making the kickback. Recovery from one offending party does not preclude recovery from other offending parties. (Section 8-13-790 of the 1976 CODE OF LAWS OF SOUTH Carolina, as amended)

The Contractor shall be liable for and pay all taxes required by local, State or federal governments, including but not limited to social security, worker's compensation, and employment security as required by law. No employee benefits of any kind shall be paid by the Agency to or for the benefit of the Contractor or his employees or agents by reason of this Contract.

2. **Scope of Services** (insert additional pages, or attach Appendix if necessary)

The Contractor shall do, perform, and carry out, in a satisfactory and proper manner, as determined by the Agency, the following services:

In accordance with the provisions of the Highway Safety Act of 1966, 72 Stat. 885, as amended, CFDA No. 20.601 and on the basis of the application for a grant submitted to the Office of Highway Safety, the S.C. Department of Public Safety hereby awarded this grant entitled "DUI Prosecution Programs" (#2H11010) to the S.C. Commission on Prosecution Coordination (SCCPC), the SCCPC is offering a *Contract for Professional Services* to the Judicial Circuit Solicitor's Office. The Contractor is subject to the terms and conditions set forth herein and to the appendices attached to the contract. The Office of Solicitor must begin implementation within 30 days following the contract date or be subject to automatic cancellation of the contract. Evidence of implementation must be detailed in the first progress report.

1. Appendix A – "Special Conditions"
2. Certification Regarding Drug-Free Workplace Requirements
3. Certification Regarding Debarment, Suspension and Other Responsibility Matters

### 3. **Reporting Required**

The Contractor shall furnish the Agency on a regular basis, reports in the manner and meeting the specifications listed below:

**A. (Financial Reporting)** "Quarterly Financial Report for DUI Prosecution Programs" Report and "Request for Payment" form with appropriate documentation must be submitted on a quarterly basis and no later than fifteen days after the quarterly reporting period ends. The quarterly reports shall include an accounting of *actual* (not budgeted) expenditures. The SCCPC requires that all expenditures be fully documented and must be in the approved financial categories at time of obligation. The funds appropriated shall be used solely for the purpose of DUI prosecution in the magistrate and circuit courts. Form/Reports provided.

**B. (Programmatic Reporting)** "DUI Prosecution Monthly Programmatic Reports" must be submitted. The funds appropriated shall be used primarily for the purpose of DUI prosecution in the magistrate and circuit courts, but will be available to prosecute DUI cases made by local law enforcement officers as well. The prosecution of DUI cases in Municipal Court is also permitted where practicable. Each Solicitor shall designate at least one individual prosecutor for this purpose. The Office of Solicitor shall retain information and data on DUI prosecutions and shall provide SCCPC with a monthly report no later than ten days after the conclusion of the month of those charges prosecuted by assistant solicitors compensated with these funds. If not privileged information by law, the monthly reports shall at a minimum include information and statistics regarding the jurisdiction, the number and type of DUI charges, the number of cases prosecuted, and the disposition of the cases. Form/Reports provided.

### 4. **Time of Performance**

The services of the Contractor are to commence as soon as practicable after the execution of this Contract and shall be undertaken and completed in such sequence as to assure their expeditious completion in the light of the purposes of this Contract, but in any event all of the services required hereunder shall be completed by October 1, 2010 thru September 30, 2011. The grant awarded was accepted on Tuesday, September 28, 2010 and announced. (On October 6, 2010 William D. Bilton of the SCCPC sent to the Office of Solicitor A Notice of Award regarding the Driving Under the Influence Prosecution Program funding.

### 5. **Compensation**

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It is expressly understood and agreed that, in no event, shall the total compensation, and/or reimbursement to be paid hereunder exceed the maximum sum of seventy-five thousand dollars (\$75,000.00) for all of the services required.

6. **Method of Payment**

The Agency will pay to the Contractor the amount, or amounts set forth in Paragraph 5, which shall constitute full and complete compensation for the Contractor's services hereunder. (Payments shall be made only to the Contractor, and the Agency shall have no obligation to any other person for expenses incurred by the Contractor.) Such sum will be paid in the following manner, in every case, subject to receipt of a statement/bill and required documentation indicating that he has performed the work under this Contract in conformance with the terms of the Contract:

Reimbursement payments by the SCCPC shall be made as soon after the beginning of each quarter as practical. All expenditures require appropriate documentation for reimbursement. The SCCPC is authorized to reimburse up to eighteen thousand seven hundred fifty dollars (\$18,750.00) per quarter for a year-end total reimbursement of seventy-five thousand dollars (\$75,000.00).

7. **TERMS AND CONDITIONS**

A. **Subcontractors** None of the work or services covered by this Contract shall be subcontracted without the prior written approval of the Agency.

B. **Amendments** Any changes to this Contract, which are mutually agreed upon by and between the Agency and the Contractor, shall be incorporated in written amendments to this Contract.

C. **Insurance** Contractor shall not hold the Agency responsible for any liability for loss or damage to persons or property arising from acts of the Contractor or his employees in performance of this Contract; and the Contractor shall maintain at all times automobile liability policies, and such other insurance as may be required and in such amounts as may be required by the Agency. Evidence of such insurance shall be furnished to the Agency upon request.

D. **Law Applicable** This contract is made under and shall be construed in accordance with the laws of the State of South Carolina. By executing this Contract, the Contractor agrees to submit himself to the jurisdiction of the courts of the State of South Carolina for all matters arising or to arise hereunder, including but not limited to performance of said Contract and the payment of all licenses and taxes of whatever kind or nature applicable thereto.

E. **Termination** This Contract may be terminated by giving written notice of such termination at least thirty (30) days prior to the effective date of such termination. Neither party, by such termination, shall be deemed to have waived any rights under this Contract.

The Agency may terminate this contract at any time for failure of Contractor to perform, or for any other good and sufficient cause. In such event, Contractor shall be entitled to no compensation beyond date of termination, other than for such part of the Contract as has been performed, nor to reimbursement for expenses not incurred prior to date of such termination; and contractor shall be liable to Agency for all loss and damage arising or to arise to Agency from such termination, including the cost to Agency to complete

performance or to obtain other Contractors to complete performance hereof, and including attorney's fees and costs. The Agency may withhold from amounts due to the Contractor any sum necessary to repay in whole or in part all loss or damage arising or to arise to Agency from such termination.

F. Performance In the event the Contractor fails to perform the services described herein and has previously received financial assistance from the Agency, the Contractor shall reimburse the Agency to the full extent of payments made. However, if the services described herein are partially performed, and the Contractor has previously received financial assistance from the Agency, the Contractor shall proportionally reimburse the Agency for payments made, except as set forth in G below.

G. Indemnification for Legal or Consultant Services If this contract is for legal or consultant services, it is subject to the provisions of Section 11-9-105 of the 1976 CODE OF LAWS OF SOUTH CAROLINA as amended. "Any contract for legal or consultant services entered into by a state agency or institution shall include a provision which requires completion of all services. The Provisions shall further require that in the event all services are not fully rendered as provided for in the contract, any monies which have been paid by the agency under the contract must be refunded to the agency along with a twelve (12) percent penalty."

H. Performance Bond If the Agency requires the Contractor to post a bond to assure performance of this Contract, such bond shall be a certified cashier's check or a surety bond issued by a surety authorized to do business in the State of South Carolina. Such bond shall be in an amount as required by the Agency.

I. Appropriations Notwithstanding any other provisions of this Contract, the parties hereto agree that the compensation and expenses hereunder are payable by the Agency from appropriations, grants, and monies received by the Agency from the State Legislature and other governmental entities. In the event sufficient appropriations, grants and monies are not made to the Agency to pay the compensation and expenses hereunder for any fiscal year; this Contract shall terminate without further obligation of the Agency. In such event, the Agency shall certify to the Contractor the fact that sufficient funds have not been made available to the Agency to meet the obligations of this Contract; and such written certification shall be conclusive upon the parties.

J. Confidential Information Any reports, information, data, etc., given to or prepared or assembled by the Contractor under this Contract which the Agency requests to be kept confidential shall not be made available to any individual or organization by the Contractor without the prior written approval of the Agency.

K. Copyright Except as otherwise provided in the terms and conditions of this contract, the contractor is free to copyright any books, publications or other copyrightable materials developed in the course of or under this contract. However, the federal awarding agency and state funding agency (SFA) reserve a royalty-free, non-exclusive, and irrevocable license to reproduce, publish or otherwise use, and to authorize others to use, for federal government and SFA purposes:

- (1) the copyright in any work developed through this contract; and
- (2) any rights of copyright to which the subcontractor purchases ownership with support through this grant.

The federal government's rights and the SFA's rights identified above must be conveyed to the publisher and the language of the publisher's release form must ensure the preservation of these rights.

L. Discrimination The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, age, sex, national origin or handicap. The Contractor shall take affirmative action to ensure that applicants for employment, and the employees are treated during employment, without regard to their race, color, religion, age, sex, national origin, or handicap.

M. Audit Records with respect to all matters covered by this Contract shall be made available for audit and inspection by the Agency, the grant agency and/or their duly authorized representatives.

N. Retention of Records Records for non-expendable property purchased totally or partially with contract funds must be retained for three years after its final disposition. All other pertinent contract records including financial records, supporting documents and statistical records shall be retained for a minimum of three years after the final expenditure report and all other pending matters are closed. However, if any litigation, claim or audit is started before the expiration of the three-year period, then records must be retained for three years after the litigation, claim or audit is resolved.

O. Utilization of Minority Businesses Contractors are encouraged to utilize qualified minority firms where cost and performance of major contract work will not conflict with funding or time schedules.

P. Conflict of Interest Personnel and other officials connected with this contract shall adhere to the requirements given below.

(1) Advice: No official or employee of a state or unit of local government or of non-government contractors/subcontractors shall participate personally through decision, approval, disapproval, recommendation, the rendering of advice, investigation or otherwise in an proceeding, application, request for a ruling or other determination, contract, grant cooperative agreement, claim, controversy, or other particular matter in which these funds are used, where to his knowledge he or his immediate family, partners, organization, other than a public agency in which he is serving as officer, director, trustee, partner, or employee or any person or organization with whom he is negotiating or has any arrangement concerning prospective employment, has a financial interest.

(2) Appearance: In the use of these contract funds, officials or employees of state or local units of government and non-governmental contractors/subcontractors shall avoid any action which might result in, or create the appearance of:

- a) Using his/her official position for private gain;
- b) Giving preferential treatment to any person;
- c) Losing complete independence or impartiality;
- d) Making an official decision outside official channels; or
- e) Affecting adversely the confidence of the public in the integrity of the government or the program.

Q. Prohibition of Gratuities Section 8-13-705 of the 1976 CODE OF LAWS OF SOUTH CAROLINA, as amended provides: "(A) A person may not, directly or indirectly, give, offer, or promise anything of value to a public official, public member, or public employee with the intent to:

- (1) influence the discharge of a public official's, public member's, or public employee's official responsibilities;
- (2) influence a public official, public member, or public employee to commit, aid in committing, collude in, or allow fraud on a governmental entity; or

(3) induce a public official, public member, or public employee to perform or fail to perform an act in violation of the public official's, public member's, or public employee's official responsibilities." "A person who violates the provisions of this section is guilty of a felony and, upon conviction, must be punished by imprisonment for not more than ten years and a fine of not more than ten thousand dollars and is permanently disqualified from being a public official or a public member. A public official, public member, or public employee who violates the provisions of this section forfeits his public office, membership, or employment." "This section does not apply to political contributions unless the contributions are conditioned upon the performance of specific actions of the person accepting the contributions nor does it prohibit a parent, grandparent, or other close relative from making a gift to a child, grandchild, or other close relative for love and affection except as otherwise provided."

R. Ownership of Material Ownership of all data, material, and documentation originated and prepared for Agency pursuant to this contract shall belong exclusively to the Agency. Title to any equipment purchase pursuant to this contract is vested in the Contractor. Nonexpendable equipment must be appropriately inventoried and must be used for purposes consistent with the purpose of this contract. Any proposed disposition of nonexpendable property must first be approved by the Agency.

S. Compliance with Federal Requirements State or federal requirements that are more restrictive shall be followed.

T. Section 504 of the Rehabilitation Act of 1973 (Handicapped)  
All recipients of federal funds must comply with Section 504 of the Rehabilitation Act of 1973 (The Act). Therefore, the federal funds recipient pursuant to the requirements of The Act hereby gives assurance that no otherwise qualified handicapped person shall, solely by reason of handicap be excluded from the participation in, be denied the benefits of or be subject to discrimination, including discrimination in employment, in any program or activity that receives or benefits from federal financial assistance. The recipient agrees it will ensure that requirements of The Act shall be included in the agreements with and be binding on all of its subgrantees, contractors, subcontractors, assignees or successors.

U. Disclosure of Federal Participation (aggregated value of \$500,000 or more) In compliance with Section 623 of Public Law 102-141, the subgrantee agrees that no amount of this award shall be used to finance the acquisition of goods and services (including construction services) for the Project unless the subgrantee:

- (1) specifies in any announcement of the awarding of the contract for the procurement of the goods and services involved (including construction services) the amount of federal funds that will be used to finance the acquisition; and
- (2) expresses the amount pursuant to paragraph (a) as a percentage of the total cost of the planned acquisition.

The above requirements only apply to procurement for goods or services (including construction services).

V. Americans with Disabilities Act of 1990 (ADA) The Contractor must comply with all requirements of the Americans with Disabilities Act of 1990 (ADA), as applicable.

W. Political Activity None of the funds, materials, property, or services provided directly or indirectly under this contract shall be used for any partisan political activity, or to further the election or defeat of any candidate for public office, or otherwise in violation of the provisions of the "Hatch Act".

**ATTACHMENTS: (as applicable)**

X. Debarment Certification The contractor must comply with Federal Debarment and Suspension regulations prior to entering into a financial agreement with the subgrantee for any transaction as outlined below:

a) Any procurement contract for goods and services, regardless of the type, expected to equal or exceed the Federal procurement small purchase threshold (which is \$25,000 and is a cumulative amount from all federal funding sources).

b) Any procurement contract for goods and services, regardless of amount, under which the contractor will have a critical influence on or substantive control over the transaction.

Y. Drug-Free Workplace Certification Contractor (All State Agencies and contractors receiving \$50,000 or more from a State Agency) must complete and sign the attached Certification form regarding Drug-Free Workplace.

Z. Special Terms and Conditions The Contractor agrees to abide by all other Terms and Conditions as specified in the basic grant under which this Contract is funded (See Appendix "A").

IN WITNESS WHEREOF, the Contractor Eleventh Judicial Circuit Solicitor's Office  
(Contractor Name)

and S.C. Commission on Prosecution Coordination have executed this agreement as of the date first  
(Agency Name)  
above written.

**CONTRACTOR NAME AND ADDRESS**

Eleventh Judicial Circuit Solicitor's Office

205 East Main Street

Lexington, South Carolina

Zip 29072

Phone No. 803-785-8352

\_\_\_\_\_  
Signature Attest for Contractor

\_\_\_\_\_  
Solicitor's Signature

\_\_\_\_\_  
Printed or Typed Name and Title

Donald V. Myers

Solicitor: Printed or Typed Name

Solicitor, Eleventh Judicial Circuit  
Title

\_\_\_\_\_  
Signature Attest for Contractor

\_\_\_\_\_  
Contractor's Signature

\_\_\_\_\_  
Printed or Typed Name and Title

\_\_\_\_\_  
Contractor: Printed or Typed Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Signature Attest for Agency

\_\_\_\_\_  
Agency Official Signature

Paula Rawl Calhoun, Deputy Director

Printed or Typed Name and Title

William D. Bilton

Agency: Printed or Typed Name

Executive Director.  
S.C. Commission on Prosecution Coordination  
Title

Special Conditions  
OHS Grant #2H11010

SUBGRANTEE: Judicial Circuit Office of the Solicitor  
TITLE: Driving Under the Influence Prosecution Programs  
GRANT PERIOD: October 1, 2010 - September 30, 2011

**ALL SPECIAL CONDITIONS MUST BE RESPONDED TO WITHIN THIRTY (30) DAYS FROM THE DATE OF AWARD AND PRIOR TO DISBURSEMENT OF FUNDS UNLESS OTHERWISE SPECIFIED.**

1. A representative of the Office of Solicitor will attend a Pre-Work Conference on November 22, 2010.
2. Submit a copy of the executed contract agreement between the SCCPC and the Office of Solicitor within 15 days of receipt of the approved contract.
3. The Point of Contact form must be completed and submitted to the S.C Commission on Prosecution Coordination within 30 days from the date of the award. Please contact Paula Calhoun, Project Director, at (803) 343-0765 for further clarification.
4. Offices of Solicitor using these grant funds to employ a DUI prosecutor must submit a proposed budget and "Budget Narrative" to the SCCPC prior to expending funds on this project.
5. Sub-grantee agrees that all personnel whose activities are to be charged to the award will maintain timesheets and/or provide certified financial documentations of hours worked for activities related to this award.
6. All individuals hired for grant-funded positions and those individuals hired to replace employees moved to grant-funded positions must be indentified via a Certification of Additional Personnel Letter. The Certification of Additional Personnel Letter is to be sent to the SCCPC. The Head of the Implementing Agency and the Official Authorized to Sign for the grant must sign this letter and attest that sub-grant funds will not be used to supplant or replace local funds or other resources that would otherwise would have been available. Any changes to grant funded personnel must be submitted to the S.C. Commission on Prosecution Coordination within 30 days from the date of which the change occurs.
7. The Office of Solicitor shall provide the Commission a job description(s) and resume of personnel for each position filled using these funds.

8. The DUI Prosecutor and any administrative support staff funded through this grant project will expend 100% of their time in the prosecution and prosecution-related activity of DUI cases.
  9. While prosecution of DUI cases in General Sessions Court is permitted, the DUI Prosecutor shall give first priority to the prosecution of pending DUI cases in Magistrate's Court.
  10. The prosecution of DUI cases in Municipal Court is also permitted where practicable.
  11. The DUI Prosecutor will give priority to DUI cases made by the S.C. Highway Patrol, but will be available to prosecute DUI cases made by local law enforcement officers as well.
  12. The DUI Prosecutor will reduce the number of pending DUI cases in the judicial circuit by at least 10% in FY 2011 over the number of pending cases, established by the SC DPS, for FY 2010. Dismissal of DUI cases should not occur without input from and notification to the arresting officer/agency.
  13. The "DUI Monthly Programmatic Reports" must be used by your office to report monthly prosecution of driving under the influence cases to the Commission due by the 10<sup>th</sup> of each month.
  14. The "Request for Payment" form along with paid invoices must be submitted to the Commission by your office to report quarterly financial activity for reimbursement
  15. All travel reimbursements will be based on the state's travel guidelines.
  16. Bidding Requirements: The sub-grantee must comply with proper competitive bidding procedures as required by state guidelines. Contact Ms. Tina Thompson at (803) 343-0765.
  17. All purchases shall comply with state procurement guidelines. Contact Ms. Tina Thompson at (803) 343-0765.
  18. The purchase of equipment, above \$1000, will require the completion of a property control document.
  19. The Office of Solicitor shall request prior approval from the SCCPC for reimbursement for "projected" travel expenditures to attend seminars/conferences for grant funded positions.
  20. The Office of Solicitor will submit a revised budget and "Budget Narrative" to properly document expenditures from budget categories.
-

21. **Political Activity:** None of the funds, materials, property or services provided directly or indirectly under this contract shall be used for any partisan political activity, or to further the election or defeat of any candidate for public office, or otherwise in violation of the provisions of the "Hatch Act."
22. The Office of Solicitor will comply with the provisions of the Buy America Act [49 U.S.C. 5323 (j)] which contains the following requirements:

Only steel, iron and manufactured products produced in the United States may be purchased with Federal funds unless the Secretary of Transportation determines that such domestic purchases would be inconsistent with the public interest; that such materials are not reasonably available and of a satisfactory quality; or that inclusion of domestic materials will increase the cost of the overall contract by more than 25 percent. Clear justification for the purchase of non-domestic items must be in the form of a waiver request submitted to and approved by the Secretary of Transportation.

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Circuit Solicitor

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Date

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



**INTEROFFICE MEMORANDUM- ANIMAL SERVICES**

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**TO:** COUNTY COUNCIL  
**THROUGH:** JOE MERGO III, DEPUTY COUNTY ADMINISTRATOR  
**FROM:** CHRIS FOLSOM, ANIMAL SERVICES COORDINATOR  
**SUBJECT:** APPOINTMENT OF CODE ENFORCEMENT OFFICER (ANIMAL SERVICES)  
**DATE:** 11/17/2010  
**CC:** FILE

---

Ms. Holly N. Simon began her employment with the County of Lexington on October 11, 2010 in the position of Animal Control Officer. I respectfully request Ms. Simon, being duly qualified, be appointed as a Lexington County Code Enforcement Officer.

**MISSION STATEMENT:**

PROVIDE QUALITY SERVICES TO OUR CITIZENS AT A REASONABLE COST.

**VISION STATEMENT:**

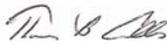
PLANNED GROWTH FOR OUR COMMUNITIES WITH ABUNDANT OPPORTUNITIES FOR ALL, IN A QUALITY



Lexington County Public Safety Department  
**Emergency Management Division**

---

TO: Diana Burnett  
Clerk To County Council

FROM: Thomas B. Collins   
Emergency Manager

Ref: 2009 Local Emergency Management Performance Grant (LEMPG)  
Emergency Communications Network (ECN) Project Re-allocation Award

DATE: December 3, 2010

Emergency Management has just received information on additional funding in the amount of \$3,127.00 from the 2009 LEMPG Grant Award. Our deadline to submit the approved acceptance of the grant to the South Carolina Emergency Management Division is January 14, 2011.

We respectfully request to have this Grant Award put to and brought out of the December 14, 2010 County Council meeting. No additional matching funds are required for this grant.

Thank you for your attention to this matter.



**COUNTY OF LEXINGTON**  
**LOCAL EMERGENCY MANAGEMENT PERFORMANCE 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>* FY 09 Local Emergency Management Performance Grant</b>								
<b>Revenues:</b>								
451200	FEMA EPD Operating Reimbursement	0	0	0	0	3,127	3,127	3,127
<b>** Total Revenue</b>		<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>3,127</u>	<u>3,127</u>	<u>3,127</u>
<b>*** Total Appropriation</b>					0	3,127	3,127	3,127
FUND BALANCE								
Beginning of Year								
					<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>
FUND BALANCE - Projected								
End of Year								
					<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>

Fund: 1000  
Division: Public Safety  
Organization: 131101 - PS / Emergency Preparedness

<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>		0	0	0	0	0	0
<b>Operating Expenses</b>							
<b>* Total Operating</b>		0	0	0	0	0	0
<b>** Total Personnel &amp; Operating</b>		0	0	0	0	0	0
<b>Capital</b>							
5AB507	Ham Radio Kit				3,127	3,127	3,127
<b>** Total Capital</b>		0	0	0	3,127	3,127	3,127
<b>*** Total Budget Appropriation</b>		0	0	0	3,127	3,127	3,127

## **SECTION V - PROGRAM OVERVIEW**

### **EXPLANATION OF GRANT**

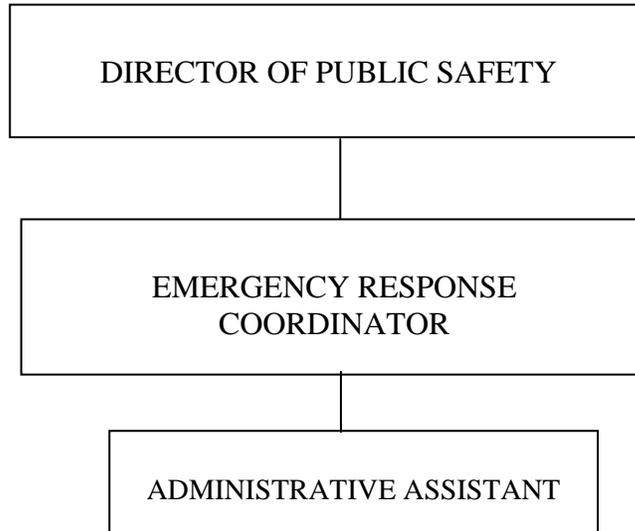
This grant is being awarded to support Emergency Preparedness operations in Lexington County. This grant award is provided through the South Carolina Emergency Management Division. Lexington County has already met the match for this award through the salaries for the Emergency Response Coordinator and the Administrative Assistant.

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

**Current Staffing Level:**

<u>Job Title</u>	<u>Positions</u>	<b>Full Time Equivalent</b>		<u>Total</u>	<u>Grade</u>
		<u>General Fund</u>	<u>Other Fund</u>		
Emergency Response Coord.	1	1		1	19
Administrative Assistant	1	1		1	7
<b>TOTAL POSITIONS</b>	<b>2</b>	<b>2</b>		<b>2</b>	

1 of these positions requires insurance.



**SECTION VI. B. – SUMMARY OF REVENUES**

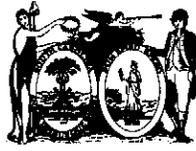
**451200 – FEMA EPD OPERATING REIMBURSEMENT** **\$ 3,127**

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

**5AB507 – HAM RADIO KIT** **\$ 3,127**

Ham Radio Kit for the Emergency Operations Center	<u>\$3,127</u>
Ham Radio Drop Kit/ accessories	\$2,887.00
Shipping/Handling	<u>\$35.00</u>
Subtotal	\$2,922.00
Tax	<u>\$204.54</u>
TOTAL	\$3,126.54

The State of South Carolina  
Military Department



OFFICE OF THE ADJUTANT GENERAL

STANHOPE S. SPEARS  
MAJOR GENERAL  
THE ADJUTANT GENERAL

November 23, 2010

Tom Collins, Manager  
Lexington County Emergency Preparedness Division  
212 South Lake Drive  
Suite 502  
Lexington, SC 29072

REF: 2009 LEMPG - ECN Project Re-allocation

Dear Mr. Collins:

Enclosed are two copies of the Grant Award allocating Lexington County \$3,127 under the FY2009 Local Emergency Management Performance Grant (LEMPG). This is an Emergency Communication Network (ECN) project re-allocation which may have already been matched with county funds. Please outline your budget plan for these funds in a letter and return **one copy** of the award document signed by your authorized county official (administrator/county manager) to the attention of Steven Batson no later than January 14, 2011. Retain the second copy of the award document for your files.

Lexington County will be reimbursed for allowable grant expenditures upon receipt of a request for reimbursement with supporting documentation. The ECN project re-allocation must be completed no later than May 31, 2011. Any requests for extensions to this grant must be submitted in writing. These requests must be submitted no later than May 16, 2011.

Should you have any questions or need assistance to capture county matching funds already documented, please contact Steven Batson at (803) 737-8661 or Kelley Anderson at (803) 737-8559, or your Regional Emergency Manager.

Sincerely,

Handwritten signature of Charles R. Platt in black ink.

Charles R. Platt  
Director

CRP: scb  
Cc: County Administrators

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

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

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**FY2009 ECN RE-ALLOCATION GRANT AWARD**

**SUB-GRANTEE:** Lexington County Emergency Preparedness Division

**DATE:** November 23, 2010

**PROGRAM NAME:** FY2009 LEMPG (ECN)

**CFDA No.:** 97.042

**GRANT PERIOD:** 09/23/10 – 05/31/11

**GRANT NO:** 9EMPG01

**ECN Re-Allocation: 3,127**

**TOTAL AWARD: 3,127**

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The South Carolina Emergency Management Division, Office of the Adjutant General, under the Department of Homeland Security and South Carolina Law Enforcement Division Grant No. 9EMPG01, hereby awards to the aforementioned *Sub-grantee* a federal award in the amount shown above. This grant award is subject to the terms and conditions set forth in the initial application.

The grant shall become effective November 23, 2010 and upon return of an original signed copy of this document by the *Sub-Grantee's* designated official(s) to the South Carolina Emergency Management Division. This award should be accepted within thirty business (30) days from the above date. It is agreed that a financial reimbursement form and supporting documentation, as required by the South Carolina Emergency Management Division, must be submitted in accordance with the Terms and Conditions of the award.

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



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

***Acceptance for the Sub-Grantee:***

\_\_\_\_\_  
County Administrator/Manager

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



**COUNTY OF LEXINGTON**  
PUBLIC WORKS DEPARTMENT  
ENGINEERING

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

DATE: December 3, 2010  
TO: Katherine Hubbard, County Administrator  
FROM: John Fechtel, Director of Public Works/Assistant County Administrator  
RE: "C" Fund Road Paving Update

---

Since the September 28 Public Works Committee briefing on the status of our five year paving plan, the staff has obtained letters of agreement on all parcels for Bitternut Court (CDBG Funds), Jim Spence Road, and Fox Branch Road. We are also working with the SCDOT staff to finalize plans to pave A.C. Bouknight Road which may require some road realignment.

Also, we are recommending that we start engineering on Windy Wood Road 1 and D.E. Clark Road, where a partial paving may be required due to right-of-way issues (one each) on these two roads. Due to the right-of-way issue on Windy Wood Road, we will need to install a detention pond. A property owner has agreed to allow the detention pond to be put on his property.

Presently, we have approximately \$4,224,000.00 budgeted (unclassified) to pave roads in this fiscal year. The following information shows our estimated expenditures status:

Current Revenue Projection:		\$4,224,000.00
Expenses:	Jim Spence Road	\$ 750,000.00
	Fox Branch Road	\$ 355,000.00
	A.C. Bouknight Road	\$1,500,000.00
	<u>Windy Wood Road 1</u>	<u>\$1,200,000.00</u>
		\$ 419,000.00
	<u>D.E. Clark Road (Eng).</u>	<u>\$ 200,000.00</u>
	Balance	\$ 219,000.00

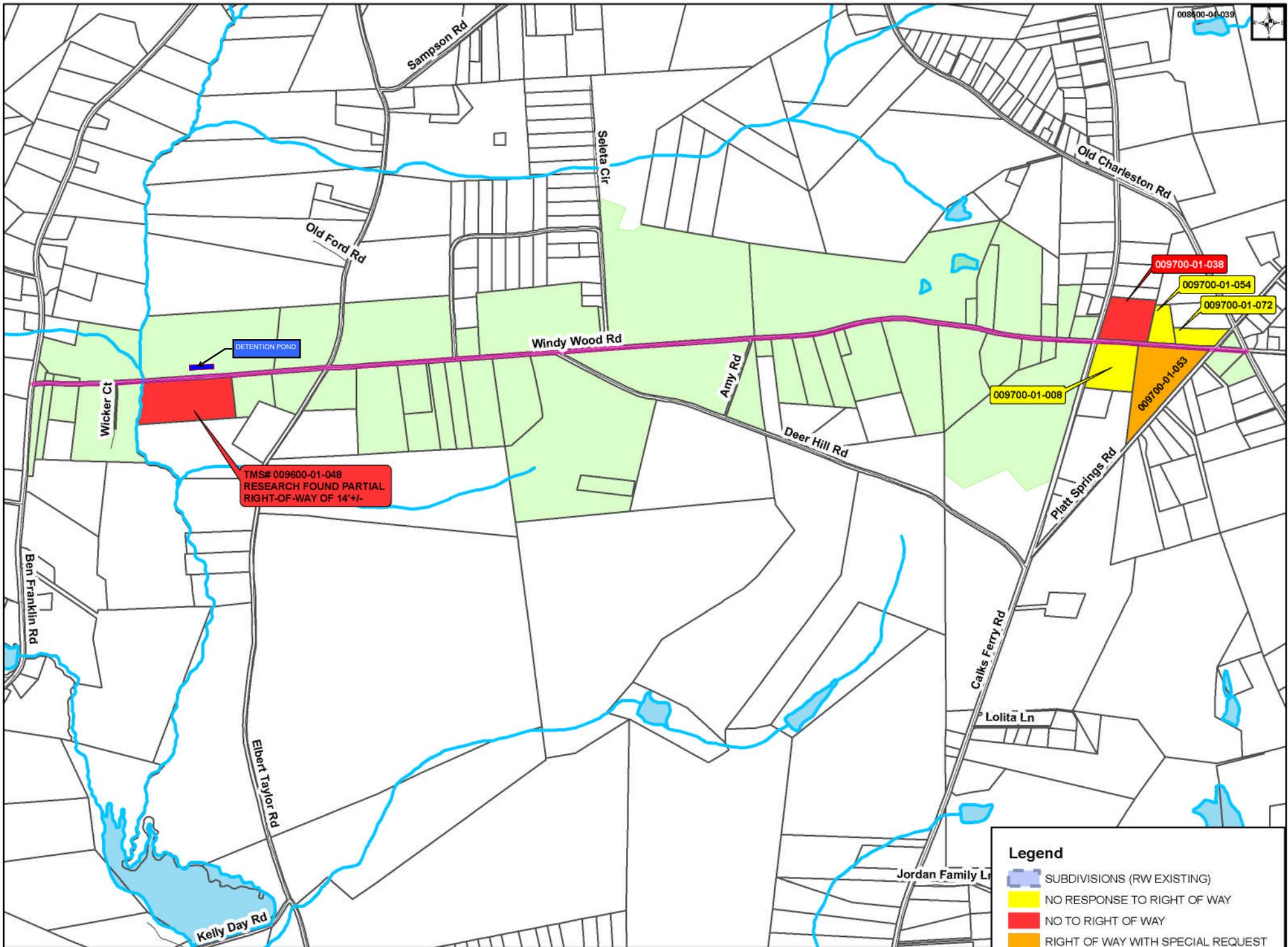
D.E. Clark Road construction (\$1,000,000.00) can be programmed in FY 2011-2012.

I recommend County Council to approve the five roads funding as presented above. We will plan to provide another update in next 3-4 months.

**EXHIBIT A  
FIVE YEAR "C"-FUND LIST APPROVED BY COUNCIL IN APRIL 2009**

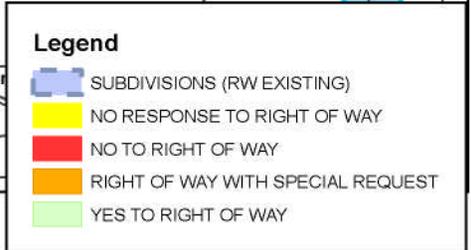
CD	RANK	ROAD NAME	COUNTY (Est. cost @ \$100,000/mile)	ENGR FIRM (Est. cost @ \$500,000/mile)	SCDOT (Est. cost @ \$500,000/mile)	RUNNING ESTIMATED COST	PETITIONED LENGTH	TOTAL ROAD LENGTH
1	<u>1</u>	BITTERNUT CT (CDBG)	\$77,000			\$77,000	0.77	0.77
1	<u>2</u>	WINDYWOOD ROAD, 1		\$1,260,000		\$1,337,000	2.52	2.52
1	<u>3</u>	JIM SPENCE RD		\$725,000		\$2,062,000	1.45	1.45
5	<u>4</u>	FOX BRANCH ROAD	\$71,000			\$2,133,000	0.71	0.71
1	<u>5</u>	D.E. CLARK ROAD			\$1,145,000	\$3,278,000	2.29	2.29
9	<u>6</u>	FIRST CREEK ROAD	\$71,000			\$3,349,000	0.71	0.71
1	<u>7</u>	BUB SHUMPERT ROAD -FROM HARTLY QUARTER TO HWY# 302			\$1,590,000	\$4,939,000	3.18	4.85
6	<u>8</u>	HARVESTVIEW ROAD	\$92,000			\$5,031,000	0.92	0.92
1	<u>9</u>	WATER TANK RD,1&3-FROM EXIST. PAVE. TO HARVEY BERRY RD.			\$1,375,000	\$6,406,000	2.75	4.29
1	<u>10</u>	PHAETON DRIVE	\$7,000			\$6,413,000	0.07	0.07
5	<u>11</u>	RUTH VISTA ROAD		\$750,000		\$7,163,000	1.50	1.96
2	<u>12</u>	A.C. BOUKNIGHT RD		\$1,080,000		\$8,243,000	2.16	2.16
1	<u>13</u>	BUB SHUMPERT ROAD-FROM HARTLEY QUARTER TO HWY 178			\$700,000	\$8,943,000	1.40	4.85
2	<u>14</u>	COOL WATER COURT	\$15,000			\$8,958,000	0.15	0.15
6	<u>15</u>	HARVESTVIEW ROAD, FROM CROOKED CREEK TO JOHN LINDLER	\$55,000			\$9,013,000	0.55	0.92
1	<u>16</u>	ALICE DRIVE, #1	\$14,000			\$9,027,000	0.14	0.14
2	<u>17</u>	OLD CHARLESTON RD, #2-FROM POND BRANCH TO CALKS FERRY		\$590,000		\$9,617,000	1.18	1.18
4	<u>18</u>	HOLLY TREE STREET	\$20,000			\$9,637,000	0.20	0.20
1	<u>19</u>	PINE PLAIN RD #5-FROM REDMND MILL TO ST MATHEWS RD		\$1,060,000		\$10,697,000	2.12	3.18
2	<u>20</u>	GOLDEN JUBILEE ROAD-FROM #1 TO WINDY ROAD		\$985,000		\$11,682,000	1.97	2.21
2	<u>21</u>	CHERRY LANE,1	\$49,000			\$11,731,000	0.49	0.49
5	<u>22</u>	ROLAND DRIVE	\$57,000			\$11,788,000	0.57	0.57
6	<u>23</u>	JOHNS CREEK ROAD	\$73,000			\$11,861,000	0.73	0.73
5	<u>24</u>	FOREMOST DRIVE	\$55,000			\$11,916,000	0.55	0.55
5	<u>25</u>	BACKMAN AVENUE	\$35,000			\$11,951,000	0.35	0.35

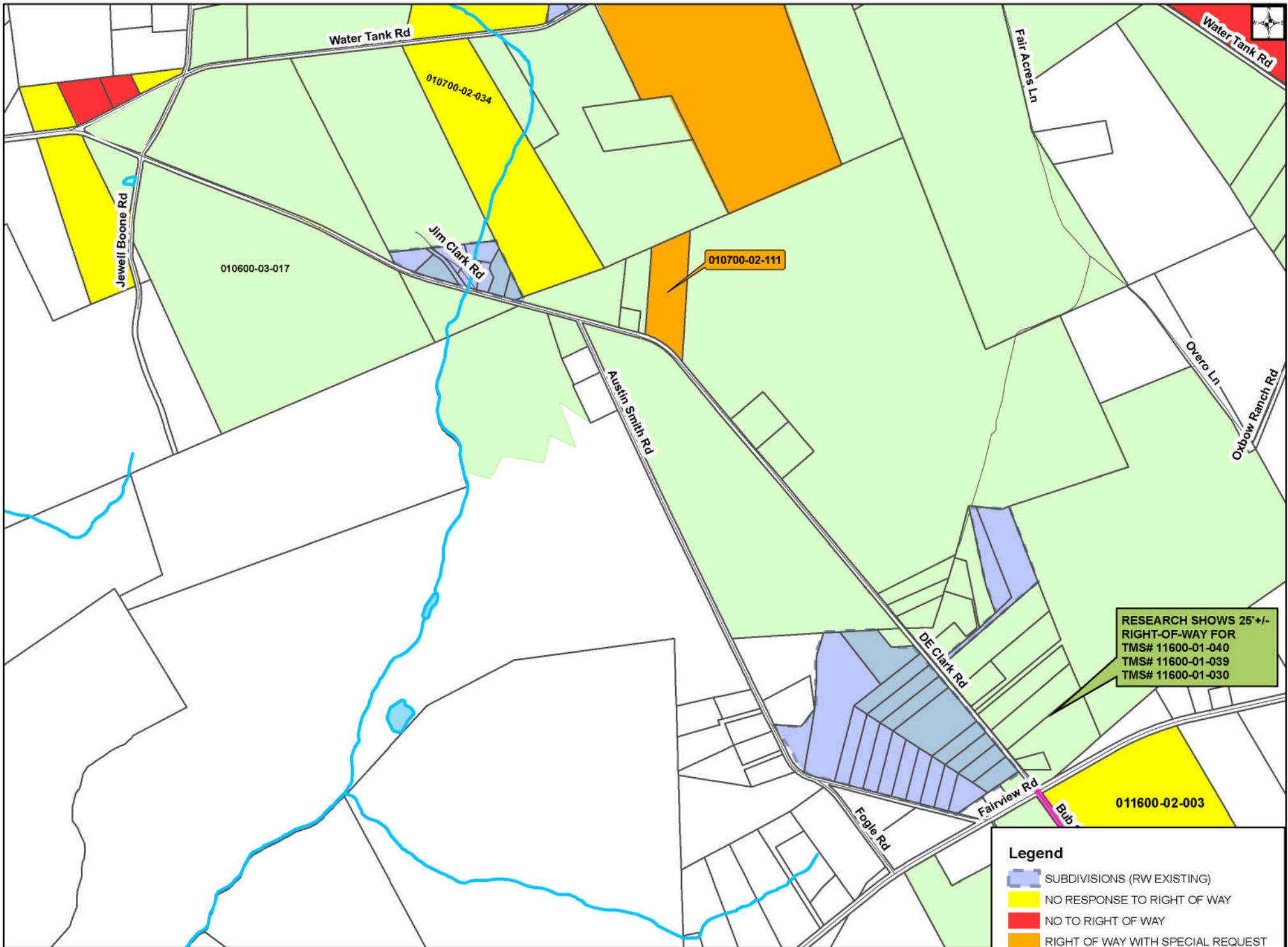
	COUNTY	ENGR FIRM	SCDOT	TOTAL 5 YR ESTIMATE	TOTAL MILES
<b>Total Budget Amount (based on \$2,400,000 per year for 5 years)</b>	<b>\$691,000</b>	<b>\$6,450,000</b>	<b>\$4,810,000</b>	<b>\$11,951,000</b>	<b>29.43</b>



**NOTE UPDATES**

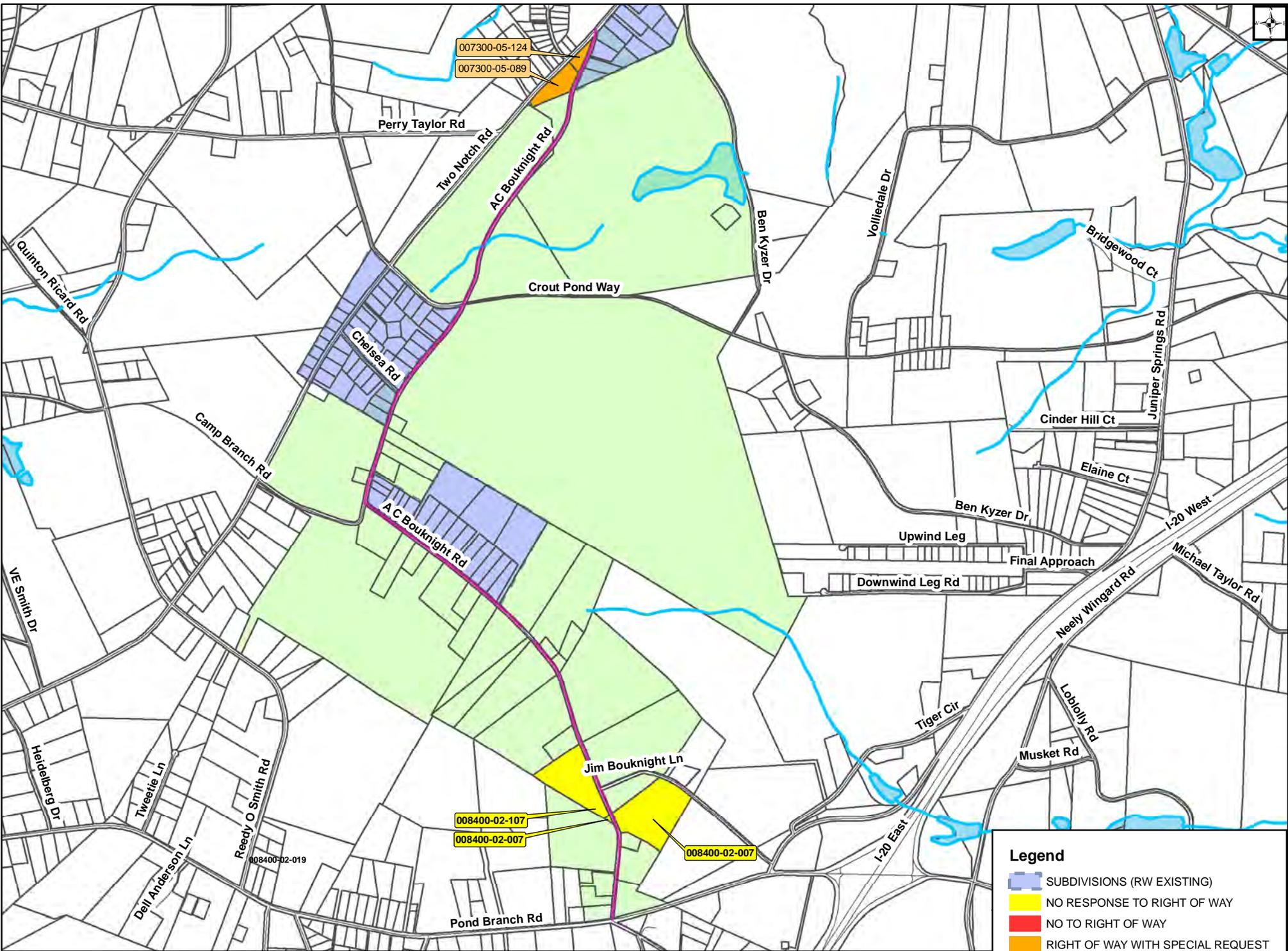
**WINDY WOOD ROAD - 2.52 MILES  
COUNTY COUNCIL DISTRICT 1**





**NOTE UPDATES**

**D.E. CLARK ROAD - 2.29 MILES  
COUNTY COUNCIL DISTRICT 1**



**A.C. BOUKNIGHT ROAD - 2.16 MILES  
COUNTY COUNCIL DISTRICT 2**

**Legend**

- SUBDIVISIONS (RW EXISTING)
- NO RESPONSE TO RIGHT OF WAY
- NO TO RIGHT OF WAY
- RIGHT OF WAY WITH SPECIAL REQUEST
- YES TO RIGHT OF WAY



**COUNTY OF LEXINGTON**  
**PUBLIC WORKS DEPARTMENT**  
**ENGINEERING**

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

DATE: December 10, 2010  
TO: Katherine Hubbard, County Administrator  
CC: John Fechtel, Public Works Director  
FROM: Randy Edwards, P.E. - County Engineer  
RE: Nursery Road Bridge Feasibility Evaluation

---

On Tuesday November 9<sup>th</sup>, 2010, the County Council was briefed on the structural condition of the existing Goldstone Drive Bridge located in the Cold Stream Subdivision that crosses Rawls Creek. At that time, Councilman Carrigg requested that staff consider the feasibility of constructing a bridge at the Big Coldstream Dam along Nursery Road where a bridge existed between 1974 and 1979. This location would provide an improved ingress and egress from the Nursery Hill Elementary School and the Coldstream subdivision. As stated in the meeting, there have been numerous complaints regarding school traffic speeding along the Goldstone Drive route through the subdivision.

With this direction, we requested that the LPA Group perform a preliminary evaluation to determine the feasibility, costs, and an estimated length of time for restoring this crossing. It is understood that if this choice is selected, the Goldstone Drive Bridge would not be repaired but rather closed to vehicular traffic.

On Dec 3<sup>rd</sup>, 2010, Public Works received a report that outlines the evaluation and includes the following highlights:

1. Owner - Privately owned by Ms. Bernice Haines
2. History - Spillway failed due to significant failure in 24" outlet pipe, causing seepage through dam. Spillway was expanded; bridge was removed and not replaced.
3. Current Condition - Spillway is partially obstructed with debris and requires maintenance
4. USACOE - Requires Nationwide Permit #14 (Mitigation requirements unknown)
5. Protected Species - Anticipate no impacts
6. Historic - Anticipate no impact
7. Water Quality - Rawls creek is listed on SCDHEC 303d list and would require Water quality treatment.
8. Geotechnical - Proposed Bridge requires 2X previous load, requiring deep foundations.
9. Hydrology - Preliminary drainage shed shows no major concern; a low chord elevation of 200.2 FT would be required.

10. Structural – To limit the impact on existing spillway, construct 150-160 ft bridge comprised of 3 spans using pre-stressed concrete slabs. Method provides a low chord elevation of 203.4 FT.
11. Substructure - Cast in place bent caps on drilled H-Piles
12. Road Construction - The approach roadways require minor upgrade to handle increase in traffic after 30-years of low impact.
13. Design schedule - 8 months
14. Construction Schedule - 7 months
15. Design Costs - \$237,500
16. Estimated Cost Range for Construction - \$870,000 to \$1,100,000.
17. Unknowns - Stability and adequacy of existing dam. Unforeseen design and/or construction obstacles

LPA also considered the following alternatives:

1. A 150-ft prefabricated truss bridge which is less invasive to spillway; however, long term maintenance of truss may be less desirable
2. If dam structure is determined unstable; a new dam/road combination would be probable.

The enclosed report details the above highlights, but is limited to visual inspections and existing document review. The following table compares this proposal with the previously discussed Goldstone Drive project.

	<b>Goldstone Drive Bridge</b>	<b>Nursery Rd Dam / Bridge</b>	<b>Difference</b>
Design Costs	\$141,581	\$237,500	+ \$95,919
Design Schedule	4 months	8 months	+ 4 Months
Construction Costs	\$400K to \$700K	\$870K to \$1.1 Million	+ \$400K
Construction Schedule	3 months	7 months	+ 4 Months
Risks / Unknowns	Low to Medium	Medium	
Value of Improvement	Low to Medium	Medium to High	

We welcome any comments Council may have regarding this project.



December 2, 2010

Mr. Randy Edwards, PE  
Lexington County Engineer  
Department of Public Works  
440 Ball Park Rd  
Lexington, South Carolina 29073

**RE: Nursery Road Bridge**

Dear Mr. Edwards:

As requested by Lexington County, South Carolina (County), THE LPA GROUP INCORPORATED has performed a preliminary investigation of the project site, existing conditions and any available information concerning the proposed bridge location at the Big Coldstream Dam along Nursery Road. The following is a summary of the collected information and conceptual recommendations based upon the obtained information.

**History and Existing Conditions**

Files maintained by SCDHEC Dam Regulation were reviewed in their offices on November 30, 2010 on the basis of a Freedom of Information Request. No Name Dam #32088 (Big Coldstream Dam) is currently regulated as a small, Class 2 –Significant Hazard Dam.

The structure along Nursery Road was originally constructed in 1974 by Mungo Homes as an earthfill dam with a bridge carrying traffic on Nursery Road across an emergency spillway. The dam is approximately 25ft tall and 450ft wide, with a roadway elevation of 206.5ft at the spillway. The fill slope inclinations on the downstream and upstream faces are approximately 2.5H:1V and 3H:1V respectively. The primary spillway consists of a 30inch corrugated metal pipe inlet riser connected to a 24inch reinforced concrete pipe at the base of the dam. No information was found that provided any bedding details of the spillway pipe.

Although original bridge plans were unobtainable, it was discovered from drawings enclosed in an US Army Corps of Engineers (USACE) inspection, that the original bridge structure was comprised of five - 15ft spans for a total opening of 74.5ft. The structure was built with solid wall interior piers and full height abutments both founded on shallow spread footings. The superstructure consisted of double-tee beams bolted together creating the deck surface.

During a heavy storm in February 1979, both the primary and emergency spillways experienced significant damage resulting in a partial collapse of the spillway apron. Subsequently, an inspection of

the dam and recommendations for repair were completed by the USACE. The key element attributed to the failure was the separation of the 24inch primary spillway pipe segments approximately 15feet upstream of the plunge pool. The separation of the pipe caused seepage erosion to create a large void underneath the spillway's six inch thick concrete apron, eventually resulting in its partial collapse. The void, which appears to have been approximately 10ftx20ft in size, threatened to undermine the shallow foundations of the bridge and caused the road over the spillway to be closed until repairs and structural evaluations could be made. Based upon the obtained documentation, it appears that Nursery Road was never re-opened across the dam.

Several repairs were made to the spillway as a result of the USACE's recommendations. The bridge was removed from the spillway, the spillway was widened by approximately 55ft, the void beneath the apron was filled, pipe support foundations were constructed to carry a 12inch water main over the spillway and the south abutment slope was laid back to a 2H:1V concrete protected slope. It was indicated on the repair plans that the plunge pool be lined with concrete to protect it from scour; however it appears that the pool was instead enlarged to improve energy dissipation and approved by state inspectors. The pipe support foundations were founded on shallow spread footings, approximately 4ft x 6ft. The top of the emergency spillway also appears to have been lowered to elevation 194ft and now functions as the primary spillway. It was unclear from site visits whether the existing primary spillway riser is functional. The downstream outlet pipe was submerged and it was undetermined if there was any flow present.

After the repairs were made in 1979, the ownership of the dam was transferred to First Service Corporation in 1981. Since that time, the dam has changed ownership several times and currently belongs to an individual, Ms. Bernice Haines. Based upon recent site visits, the spillway is partially obstructed due to accumulation of floating debris and is in need of maintenance.

## **Environmental Investigation**

### **Jurisdictional Waters of the United States**

Available mapping, including the U.S. Fish and Wildlife Service (USFWS) National Wetland Inventory map (Irmo quadrangle), USGS topographic map (Irmo quadrangle), 2006 false-color infrared aerial photography, and the Natural Resource Conservation Service soil maps, were reviewed to determine the presence of areas under the jurisdiction of the U.S Army Corps of Engineers (USACE). Other than a broad swath of partially hydric (wetland) soil mapped downstream of the dam, the other mapping reviewed only indicate the presence of Rawls Creek and no wetlands. The partially hydric soil indicated on the soil maps consists of Congaree silt loam, which is a soil typical of floodplains that can contain wetlands in poorly drained areas such as at the toe of slopes and where the floodplain has a hydrologic connection to a stream.

A site reconnaissance was conducted on November 29, 2010, to verify the presence or absence of jurisdictional wetlands in the immediate vicinity of the dam. As anticipated, the extent of USACE regulated waters is limited to the ordinary high water mark of the pond and Rawls Creek.

It is anticipated that constructing a bridge over the existing spillway would require a Nationwide Permit #14 which is designated for use of linear transportation projects where impacts to waters of the United

States are less than 0.5-acre to wetlands and less than 300 linear feet to streams. A determination of potential mitigation requirements cannot be made until an impact footprint, based on a conceptual bridge design, has been established and a field delineation of jurisdictional areas is completed and approved by the USACE.

### **Protected Species**

Following are the federally listed species that the USFWS has identified as occurring in Lexington County, according to their latest species occurrence listing for the Counties of South Carolina dated July 2010.

<u>Common Name</u>	<u>Scientific Name</u>	<u>Protection Status</u>
Bald eagle	<i>Haliaeetus leucocephalus</i>	BGEPA
Red-cockaded woodpecker	<i>Picoides borealis</i>	E
Shortnose sturgeon	<i>Acipenser brevirostrum</i>	E
Smooth coneflower	<i>Echinacea laevigata</i>	E

Based on a review of the S.C. Department of Natural Resources online known species occurrence maps the nearest location of previously identified protected species to the project site consists of a bald eagle nest adjacent to the Saluda River. The nest is approximately 0.7-mile southwest of the project site. Based on the preliminary habitat assessment conducted during the site reconnaissance, suitable habitat for the red-cockaded woodpecker, shortnose sturgeon, and smooth coneflower are not present in the area of potential effect for the project. The pond is suitable foraging habitat for bald eagles however no nests were observed in the vicinity of the project site. It is anticipated that there would be no impacts to federally protected species as the result of the proposed project.

### **Historic and Archaeological Resources**

Review of the South Carolina Institute of Archaeology and Anthropology files identified two known archaeological resources approximately 0.25-mile south of the proposed project site adjacent to Kiawah Road, but none at the project site. These sites were determined to be not eligible for listing on the National Register of Historic Places (NRHP) by the State Historic Preservation Office (SHPO). Although there are no known archaeological sites on the project site, this does not mean that there are no resources present, only that the area has not been previously surveyed. However, if the proposed bridge impact footprint is situated on top of the existing dam, then it is not likely that the project would result in impacts to archaeological resources.

No structures were observed on or in close proximity to the project in excess of 50 years of age during the site reconnaissance. Therefore it is not likely that the project would impact historic resources eligible for listing on the NHRP.

### **Water Quality**

Rawls Creek is listed on the Department of Health and Environmental Control's (SCDHEC) Section 303(d) list of impaired waters. A SCDHEC sampling station (S-287) is located at the Bush River Road crossing of Rawls Creek, approximately 0.41-mile downstream of the proposed project. The cause for listing of Rawls Creek is low dissolved oxygen (DO) which can affect aquatic life. The 303(d) listing can influence the bridges design in that SCDHEC would most likely require that stormwater runoff from

the bridge not be discharged directly into the creek without some form of pre-treatment to reduce pollutants entering the creek. Pretreatment of runoff can consist of overland flow through a vegetated area, such as the road shoulders or grass lined ditches. Previous sample results in Rawls Creek (1994 to 1998) indicated that the fecal coliform levels were elevated and SCDHEC established Total Maximum Daily Loads (TMDL) for discharges into the creek. Although fecal coliform is not currently listed as an impairment to the creek, the TMDLs previously established would most likely need to be met with the proposed bridge project.

The 303(d) listing will affect the Section 404 permitting process. Typically a Nationwide Permits are pre-certified by SCDHEC and do not require a separate Section 401 water quality certification request to SCDHEC. However, projects that affect streams listed on the 303(d) list do require a submission to SCDHEC.

## **Geotechnical Investigation**

### **Anticipated Soil Conditions**

The current dam is likely underlain by several feet of medium dense Piedmont residuum and partially weathered rock. The maximum thickness of this material is likely along the abutments, with minimal soil cover in the channel of Rawls Creek. Rock strata consisting of granite or argillite of variable quality extends well below this level. Provided that the dam was initially constructed with a 5 foot deep key as was shown on the original plans, under-seepage is unlikely to be a critical issue.

Materials used to construct the dam are likely Piedmont soils obtained from within the reservoir area. The degree of compaction achieved during placement and the level of diligence observed during placement of the soils is unknown. The type of material used to repair the downstream toe of the dam is likewise not known. Pictures and documentation in the SCDNR file suggest backfill materials to consist of local soils.

The top-of-rock profile below the dam is likely quite variable over the length of the proposed bridge.

### **Geotechnical Recommendations**

The Nursery Road bridge structure to be placed on the dam will be designed for approximately double the loading of the previous bridge. Construction of the bridge appears feasible at this location, but will require that the existing dam be altered as part of the construction. While the previous bridge was light enough to permit use of shallow footings, the heavier loads will require that the new bridge be supported on deep foundations. Given the likely range of applied foundation loads, we expect drilled H-piles will be preferred over drilled shafts. Foundations will need to extend at least 10 feet into rock to provide lateral support to the pile bents.

Drilled H-piles are preferred when the depth of bearing strata is relatively short but bridge loads are low enough not to require use of drilled shafts. This method utilizes drilled shaft equipment to excavate a socket to the required depth and diameter. A steel H-pile is inserted into the excavated socket and concreted or grouted in place. Ground-water levels and soil conditions will probably require wet construction of the shafts, provided that there is not detrimental caving or sloughing of the sides of the excavation during construction, and provided that the reservoir is drained. Where detrimental sloughing

occurs, the contractor should be prepared to install a temporary casing to the base of the socket.

Piles bearing on hard rock at the base of the socket would be evaluated as described in 2007 LRFD Section 10.7.3.2.3, assigning a nominal resistance based on the cross sectional area times the allowable stress for A36 grade steel with a yield strength of 50 ksi. A resistance factor of 0.65 was assumed between ultimate resistance and factored resistance. This would result in a factored axial resistance of 260 kips and an ultimate resistance of 400 kips per pile.

Piles penetrating embankment fills or filled abutment must typically address downdrag or negative skin friction effects. However, in this case negative skin friction may be assumed to be negligible.

Considerable variation in pile tip elevations should be expected over a short distance within the same bent. Regardless of driving resistance, piles should be embedded at least 10 feet into firm materials and 20 feet into soft silts or loose sands below the dam fill.

Contractor should be required to provide augering equipment with adequate torque and power to install drilled piles through dense residual soils and partially weathered rock with rock bits. Excavation into materials below refusal levels of the borings should be considered as rock excavation. These materials will require use of rotary percussion drills or core barrels to attain the required socket length. Contractor should be prepared to core rock to the required diameter of the rock socket.

Given the existing concrete slab is only six inches thick, we anticipate that the existing slab will be saw cut and removed at foundation locations and the concrete reconstructed after completion of the bridge. Installed piles must be concreted or grouted to the surface. Concrete placement in the predrilled shafts should be done using tremie methods. Concrete should be placed as soon as possible after installing the steel H-pile in the socket. Alternatively, placement of concrete may be done prior to inserting the H-pile but a retarder should be used to ensure ability to insert the H-pile to full depth. We recommend concrete placement from the tip of the pile within the rock socket to the top of the pile.

Assessment of the structural condition of the spillway should include an evaluation of whether seepage erosion is recurring in the vicinity of the 24-inch RCP/CMP spillway pipe. We recommend performing a Ground Penetrating Radar (GPR) survey on the concrete slab surface to attempt to determine if voids are below the existing concrete spillway. This approach will also allow us to obtain a general understanding of reinforcing steel placement in the slab. Likely both the 1600 MHz and 400 MHz antenna will be used. It should be noted that tightly spaced steel reinforcement like welded wire may prohibit the lower frequency GPR signal from penetrating the concrete with enough clarity to detect voids between the concrete slab and soil interface.

### **Hydrology and Hydraulic Investigation**

The published Federal Emergency Management Agency (FEMA) flowrates for the stream are taken at the confluence of Rawls Creek and the Saluda River. The FEMA flowrates were adjusted to account for future development. In order to calculate a 25 year storm event at the Dam the FEMA flowrates were compared to the USGS Urban Regression Equations for Urban Watersheds in South Carolina for the same size drainage area. When assuming the drainage area is 30 percent impervious surface these numbers worked well when compared to the FEMA flowrates, so the same method was used to

calculate the flowrates for the 8.3 square mile drainage area. A review of an US Army Corp of Engineers report on the Dam was conducted to confirm the drainage area and elevations for the spillway and the stream.

The HEC-RAS model was built to include the double 12' corrugated metal pipes underneath the railroad downstream. The double 12' pipes cause a constriction in the floodplain resulting in water to backing up behind the railroad fill. Dam inspection reports indicate the riser structure is consistently clogged and ineffective, so it was assumed that the spillway was the only outlet for the pond.

Per SCDOT's Requirements for Hydraulic Design Studies dated May 26, 2009 the water surface elevation must be two feet below the low chord of the bridge for the design storm event. For a secondary road the design storm is the 25 year event. Based on the preliminary analysis the bridge would need to have a minimum low chord of 200.2' to meet this requirement.

The Nursery Road Dam is located in a FEMA Zone AE meaning a detailed study with Base Flood Elevations (BFEs) has been conducted. In order to obtain a No Rise Certification any additional or replacement structures would have to be designed so as not to cause a rise in the FEMA water surface elevations or the published Floodway widths. In the event that a No Rise Certification is not feasible, a Conditional Letter of Map Revision (CLOMR) will have to be prepared.

### **Structural Recommendations**

The replacement structure will likely be sized to have minimal impact on the existing spillway. Assuming the spillway is found to be in good condition, fewer number of substructure elements placed through the concrete apron will produce better flow characteristics, less maintenance issues and reduce the potential for water to seep through the apron/pile interface. The existing full-height abutment on the north approach will likely be left in place and utilized as a retaining wall supporting and protecting end bent fill.

The replacement bridge will likely be 150ft – 160ft in total length and comprised of 3 spans. The usable bridge width will be based on the existing roadway curb to curb width of 24ft. Prestressed concrete cored slabs will be utilized in order to minimize the superstructure depth and provide a fast and economical construction method. The cored slabs will be placed adjacent to one another and tensioned together transversely. The span lengths will be in the range of 40ft-60ft and arranged to maximize flow characteristics and simplify construction. Due to the geographical location of the proposed structure, it is anticipated that, upon completion, the traffic volumes may be high relative to the surrounding local roads. As such, a concrete overlay would be recommended to improve the life and durability of the superstructure elements. The total superstructure depth would be approximately 2.6ft and result in an approximate low chord elevation of 203.4ft.

The substructure for the proposed bridge will be cast-in-place concrete bent caps supported by drilled piles. The piles will consist of steel H-pile at the end bents and either concrete encased steel H-pile or prestressed concrete piles at the interior bents to reduce the potential for pile corrosion.

The design schedule for this structure would be approximately 8 months which includes the potential environmental permits and CLOMR coordination. The construction schedule is estimated at approximately 7 months. The total estimated design and construction cost ranges between \$1,100,000 and \$1,400,000.

### **Alternate Recommendations**

Alternative recommendations were investigated including spanning the existing spillway with a prefabricated truss bridge. The single span structure would span approximately 150ft and would be supported by concrete drilled shafts. This alternate would be less invasive to the existing dam, however the cost and maintenance of the structural steel truss could render this alternate undesirable.

If the dam structure is determined to be unstable, the dam could be removed and replaced. The replacement dam could be designed to utilize either a labyrinth weir which would shorten the spillway opening or arch culverts which would eliminate the need for deep bridge foundations.

### **Unknowns**

There are several risk factors involved with the design and construction of a bridge at the proposed site on top of No Name Dam #32088. Foremost of these concerns is the stability and adequacy of the existing dam structure. Judging by previously recorded issues with this dam, it is likely that portions of this dam will be found to be in disrepair and will need corrective action prior to any new construction. While no issues have been noted during recent inspections, the inspections have likely been limited to a visual inspection and cannot speak to the condition of the dam underneath and behind the concrete apron. Prior to any geotechnical sampling, draining of the pond or ground penetrating radar investigations, all potential issues cannot be anticipated and it should be noted that there may likely be unforeseen design and construction obstacles that may arise during the replacement process. The recommendations herein are based on limited information available during the time of the investigation and are subject to change after an in-depth analysis of the dam structure is performed.

We appreciate the opportunity to serve Lexington County through our investigations and should you need any additional information or have any further questions, please do not hesitate to contact me at 803-254-221.

Sincerely,

THE LPA GROUP INCORPORATED



Cameron Nations, P. E.  
SC Structures Manager

Attachment

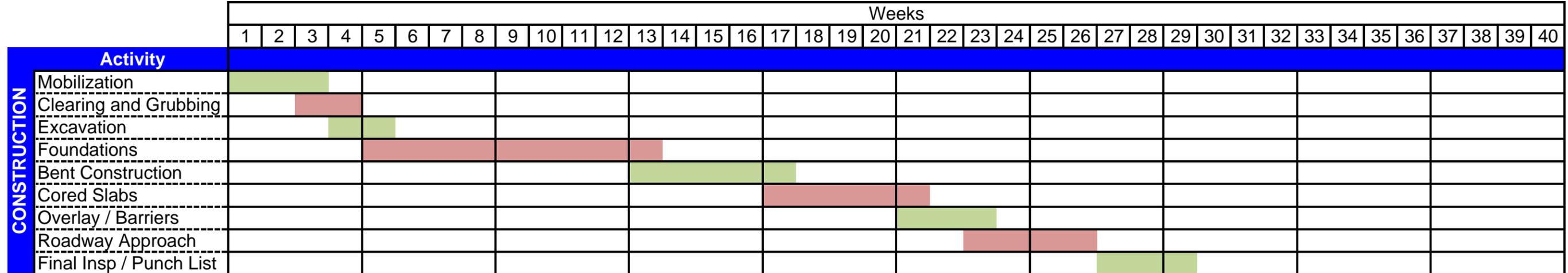
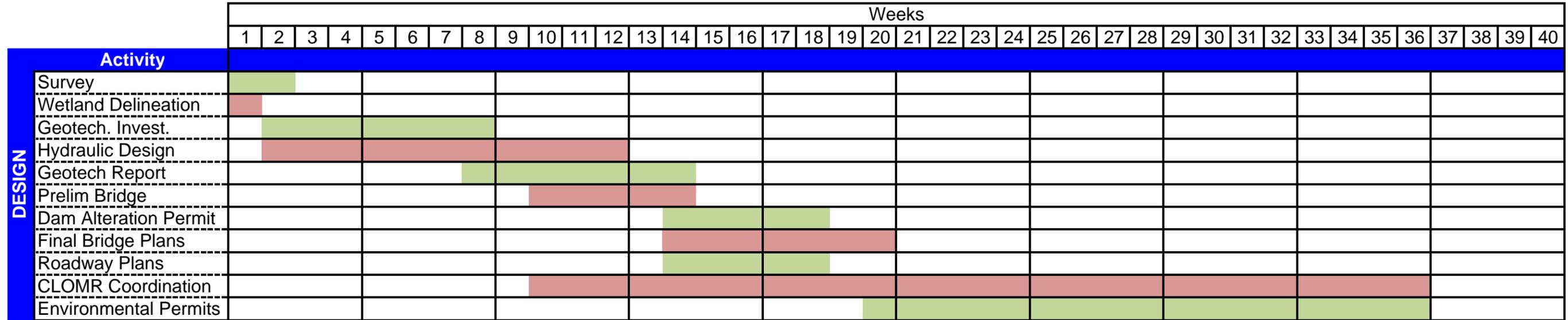
SECTION B  
**Nursery Road over No Name Dam #32088 (Lexington County)**  
 ESTIMATED COST BREAKDOWN  
 FOR CONSULTANT SERVICES

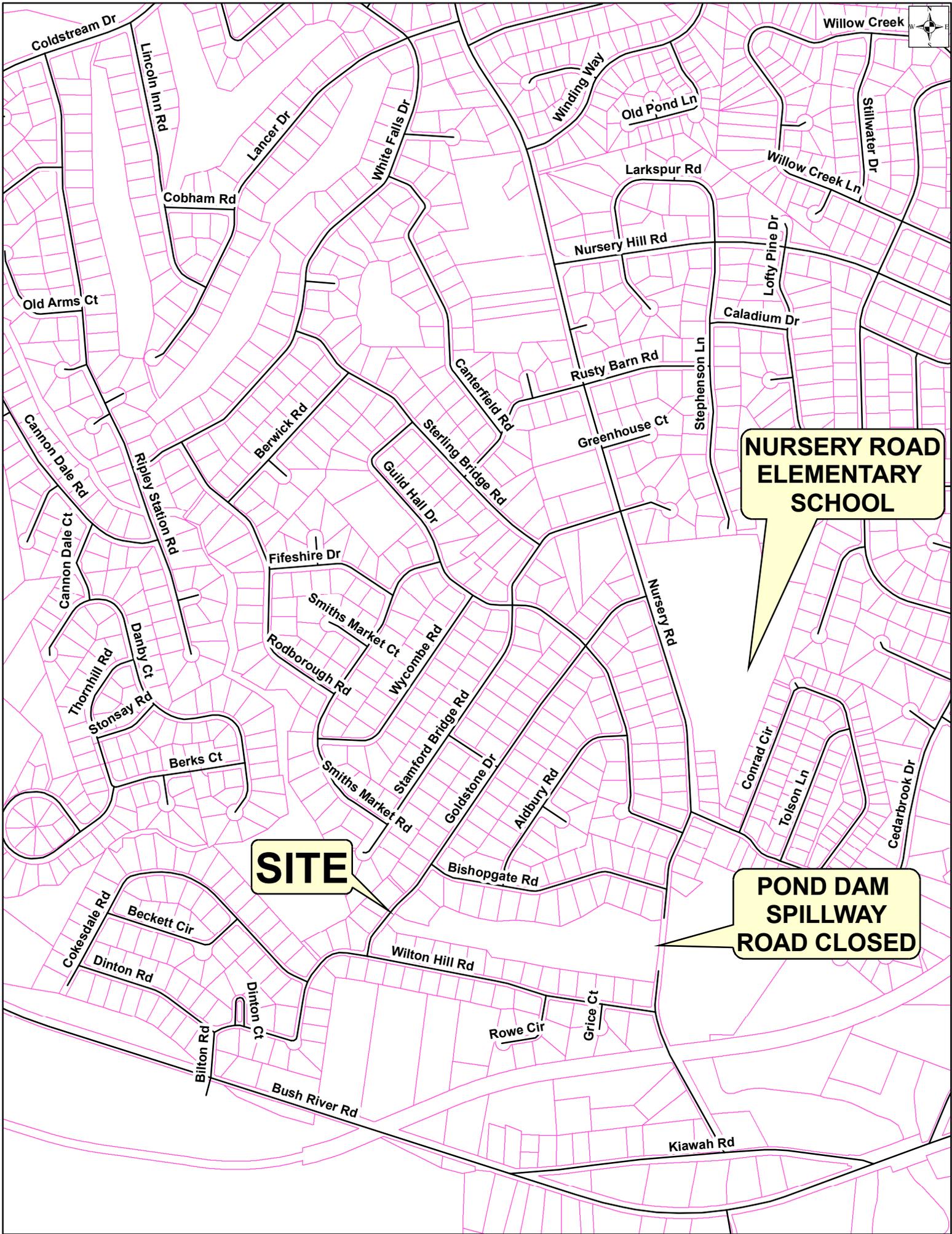
Task No./Task Description	Task Totals
Task 1: Environmental Services	\$14,000.00
Task 2: Field Surveys	\$12,500.00
Task 3: Geotechnical Services	\$33,000.00
Task 4: Preliminary and Final Bridge Plans	\$76,500.00
Task 5: Road Design Plans	\$11,000.00
Task 6: Hydrology and Hydraulic Design	\$48,000.00
Task 7: Utility Coordination	\$2,500.00
Task 8: Bidding & Awards	\$4,000.00
Task 9: Construction Phase Services	\$36,000.00
<b>DESIGN TOTAL</b>	<b>\$237,500.00 *</b>
<b>Roadway Construction</b>	<b>\$70,000.00 - \$100,000.00</b>
<b>Bridge Construction</b>	<b>\$800,000.00 - \$1,000,000.00</b>
<b>Construction Total</b>	<b>\$870,000.00 - \$1,100,000.00</b>
<b>Project Total</b>	<b>\$1,107,500.00 - \$1,337,500.00</b>

\* Actual Fee to be negotiated based upon agreed scope of services

# Nursery Road Bridge Project

## Estimated Design and Construction Schedule





**NURSERY ROAD  
ELEMENTARY  
SCHOOL**

**SITE**

**POND DAM  
SPILLWAY  
ROAD CLOSED**



## COUNTY OF LEXINGTON

PUBLIC WORKS DEPARTMENT

STORMWATER DIVISION

### MEMORANDUM

**DATE:** December 2, 2010

**TO:** John Fechtel, Director of Public Works

**FROM:** Synithia Williams, Lexington County Environmental Coordinator

**RE:** Adopt-A-Spot

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In response to Councilman Davis' request for more information on the Adopt-A-Spot programs in North Carolina, the following information outlines four programs in the Towns of Rocky Mount, Waxhaw, Ahoskie and Matthews, NC.

- Rocky Mount, NC-This program is coordinated by the local Keep America Beautiful (KAB) chapter. Citizen groups can adopt a stream, street or spot within the KAB service area. Groups are required to clean the adopted area quarterly. KAB provides a sign, gloves, grabbers and vests to participants. Groups must register their quarterly clean ups and report on the amount of trash picked up.
- Town of Waxhaw, NC-This program is facilitated by the Town of Waxhaw's Beautification Committee. Groups agree to a two year commitment to improve and care for a public area (i.e. town gateway, town hall, library, median, street corners, etc.). Groups are required to design, prepare, plant, mulch and weed the spot they adopt. The Town will provide a sign and reimburse up to \$100 for the cost of materials. There is a \$1500 budget for this program.
- Town of Ahoskie, NC-This program is facilitated by the Ahoskie Parks and Recreation Department. This program was developed as a means to give citizens the opportunity to assist with the upkeep of the Town's new recreational park. Groups can improve various locations in the park through clean ups, landscaping, tree planting or general sprucing up.
- Town of Matthews, NC-This program is a beautification program housed in the Public Works Department. Groups can volunteer to care for and beautify a portion of town property ranging in size from 10-500 sqft.

I ask that this information be presented to the Public Works Committee as a follow up to Councilman Davis' request for more information.

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.

## AIRPORT CAPITAL IMPROVEMENT PLAN

FY 2012 - 2016 (Including FY 2011 for reference)

The information presented below is based on the best information available at the time of preparation.

Last Updated: 12-07-2010

### Lexington County Airport at Pelion (6J0)

Fiscal Year	Description	Project Total Cost	Eligible Federal Share (95%)				Eligible State Share	Sponsor Share
			Carryover	Entitlements	Discretionary and/or State Apportionment	Total		
2011	<b>CARRYOVER FUNDS FROM FY 2010</b>			<b>\$0</b>				
	Airport Layout Plan Update	\$122,165.20	\$0.00	\$75,000.00	\$0.00	\$75,000.00	\$23,582.60	\$23,582.60
	10-Unit Nested T-Hangar & Taxilane - Phase 1 (Design & Bid)	\$78,947.37	\$0.00	\$75,000.00	\$0.00	\$75,000.00	\$1,973.68	\$1,973.68
2012	<b>CARRYOVER FUNDS INTO FY 2012</b>			<b>\$0</b>				
	10-Unit Nested T-Hangar & Taxilane - Phase 2 (Permitting & Construction)	\$560,000	\$0	\$150,000	\$382,000	\$532,000	\$4,000	\$24,000
2013	<b>CARRYOVER FUNDS INTO FY 2013</b>			<b>\$0</b>				
	Property Acquisition within Existing and Future RW 36 RPZ	\$296,000	\$0	\$150,000	\$131,200	\$281,200	\$1,250	\$13,550
2014	<b>CARRYOVER FUNDS INTO FY 2014</b>			<b>\$0</b>				
	Runway Widening, Strengthening & RSA Improv. - Design Only	\$147,000	\$0	\$139,650	\$0	\$139,650	\$3,675	\$3,675
2015	<b>CARRYOVER FUNDS INTO FY 2015</b>			<b>\$10,350</b>				
	RW Widening, Strengthening & RSA Improv. - Bidding & Construction	\$2,412,000	\$10,350	\$150,000	\$2,131,050	\$2,291,400	\$60,300	\$60,300
2016	<b>CARRYOVER FUNDS INTO FY 2016</b>			<b>\$0</b>				
	Runway 18 Extension Justification Study	\$30,000	\$0	\$0	\$0	\$0	\$15,000	\$15,000
	Land Acquisition for RW 18 Extension	\$267,000	\$0	\$150,000	\$103,650	\$253,650	\$1,110	\$12,240
	<b>CARRYOVER FUNDS INTO FY 2017</b>			<b>\$0</b>				

# APPLICATION FOR FEDERAL ASSISTANCE

<b>2. DATE SUBMITTED</b>		Applicant Identifier <b>3-45-0067-0XX-2012</b>	
<b>3. DATE RECEIVED BY STATE</b>		State Application Identifier	
<b>4. DATE RECEIVED BY FEDERAL AGENCY</b>		Federal Identifier	
<b>1. TYPE OF SUBMISSION:</b>			
Application <input type="checkbox"/> Construction <input type="checkbox"/> Non-Construction		Preapplication <input checked="" type="checkbox"/> Construction <input type="checkbox"/> Non-Construction	
<b>5. APPLICANT INFORMATION</b>			
Legal Name: <b>LEXINGTON COUNTY, SOUTH CAROLINA</b>		Organizational Unit: <b>LEXINGTON COUNTY, SOUTH CAROLINA</b>	
Organizational DUNS: <b>030115885</b>		Department: <b>DEPARTMENT OF PUBLIC WORKS</b>	
Address: Street: <b>212 SOUTH LAKE DRIVE</b>		Division: <b>LEXINGTON COUNTY AIRPORT at PELION</b>	
City: <b>LEXINGTON</b>		Name and telephone number of the person to be contacted on matters involving this application (give area code)	
County: <b>LEXINGTON</b>		Prefix: <b>MR.</b> First Name: <b>JIM</b>	
State: <b>SC</b> Zip Code: <b>29072-3437</b>		Middle Name:	
Country: <b>UNITED STATES</b>		Last Name: <b>STARLING</b>	
<b>6. EMPLOYER IDENTIFICATION NUMBER (EIN):</b> <b>57 - 6000379</b>		Suffix: <b>ENGINEERING ASSOCIATE III, DPW</b>	
		Email: <b>jstarling@lex-co.com</b>	
		Phone Number (give area code) <b>803-785-8201</b> Fax Number (give area code) <b>803-785-8593</b>	
<b>8. TYPE OF APPLICATION:</b>			
<input type="checkbox"/> New <input type="checkbox"/> Continuation <input checked="" type="checkbox"/> Revision			
If Revision, enter appropriate letter(s) in box(es) (See back of form for description of letters.)			
Other (specify) <input type="checkbox"/> <input type="checkbox"/>			
<b>7. TYPE OF APPLICANT:</b> (See back of form for Application Types) <b>B; COUNTY</b>			
Other (specify)			
<b>9. NAME OF FEDERAL AGENCY:</b> <b>FEDERAL AVIATION ADMINISTRATION</b>			
<b>10. CATALOG OF FEDERAL DOMESTIC ASSISTANCE NUMBER:</b> TITLE (Name of Program): <b>20 - 106</b> <b>AIRPORT IMPROVEMENT PROGRAM</b>		<b>11. DESCRIPTIVE TITLE OF APPLICANT'S PROJECT:</b> <b>10 UNIT T-HANGAR AND TAXILANES - PHASE 2 (PERMITTING AND CONSTRUCTION)</b>	
<b>12. AREAS AFFECTED BY PROJECT (Cities, Counties, States, etc.):</b> <b>TOWN OF PELION, SOUTH CAROLINA</b> <b>COUNTY OF LEXINGTON, SOUTH CAROLINA</b>			
<b>13. PROPOSED PROJECT</b>			
Start Date: <b>ASAP</b> Ending Date:		<b>14. CONGRESSIONAL DISTRICTS OF:</b>	
		a. Applicant <b>SECOND</b> b. Project <b>SECOND</b>	
<b>15. ESTIMATED FUNDING:</b>		<b>16. IS APPLICATION SUBJECT TO REVIEW BY STATE EXECUTIVE ORDER 12372 PROCESS?</b>	
a. Federal	<b>\$532,000</b>	a. Yes. <input checked="" type="checkbox"/> THIS PREAPPLICATION/APPLICATION WAS MADE AVAILABLE TO THE STATE EXECUTIVE ORDER 12372 PROCESS FOR REVIEW ON	
b. Applicant	<b>\$24,000</b>	DATE: <b>January 1, 2011</b>	
c. State	<b>\$4,000</b>	b. No. <input type="checkbox"/> PROGRAM IS NOT COVERED BY E.O. 12372	
d. Local		<input type="checkbox"/> OR PROGRAM HAS NOT BEEN SELECTED BY STATE FOR REVIEW	
e. Other			
f. Program Income		<b>17. IS THE APPLICANT DELINQUENT ON ANY FEDERAL DEBT?</b>	
g. TOTAL	<b>\$560,000</b>	<input type="checkbox"/> Yes. If "Yes" attach an explanation. <input checked="" type="checkbox"/> No	
<b>18. TO THE BEST OF MY KNOWLEDGE AND BELIEF, ALL DATA IN THIS APPLICATION/PREAPPLICATION ARE TRUE AND CORRECT. THE DOCUMENT HAS BEEN DULY AUTHORIZED BY THE GOVERNING BODY OF THE APPLICANT AND THE APPLICANT WILL COMPLY WITH THE ATTACHED ASSURANCES IF THE ASSISTANCE IS AWARDED.</b>			
a. Authorized Representative			
Prefix <b>MRS.</b> First Name <b>KATHERINE</b>		Middle Name <b>L.</b>	
Last Name <b>HUBBARD</b>		Suffix	
b. Title: <b>COUNTY ADMINISTRATOR</b>		c. Telephone Number (give area code) <b>803-785-8100</b>	
d. Signature of Authorized Representative		e. Date Signed	

**PART III - BUDGET INFORMATION - CONSTRUCTION****SECTION A - GENERAL**

1. Federal Domestic Assistance Catalog No. **20-106**  
 2. Functional or Other Breakout **Airport Improvement Program**

**SECTION B - CALCULATION OF FEDERAL GRANT**

Cost Classification	Use only for revisions		Total Amount Required
	Latest Approved Amount	Adjustment + or (-)	
1. Administration expense			
2. Preliminary expense			
3. Land, structures, right-of-way			
4. Architectural engineering basic fees			<b>\$30,000</b>
5. Other architectural engineering fees			<b>\$12,000</b>
6. Project inspection fees			<b>\$43,000</b>
7. Land development			
8. Relocation expenses			
9. Relocation payments to Individuals and businesses			
10. Demolition and removal			
11. Construction and project improvement			<b>\$475,000</b>
12. Equipment			
13. Miscellaneous			
14. Total (Line 1 through 13)			<b>\$560,000</b>
15. Estimated Income (if applicable)			
16. Net Project Amount (Line 14 minus 15)			<b>\$560,000</b>
17. Less: Ineligible Exclusions			
18. Add: Contingencies			
19. Total Project Amt. (Excluding Rehabilitation Grants)			<b>\$560,000</b>
20. Federal Share requested of Line 19			<b>\$532,000</b>
21. Add Rehabilitation Grants Requested (100 Percent)			
22. Total Federal grant requested (Lines 20 & 21)			<b>\$532,000</b>
23. Grantee share			<b>\$24,000</b>
24. Other shares			<b>\$4,000</b>
25. Total project (Lines 22, 23 & 24)			<b>\$560,000</b>

**SECTION C - EXCLUSIONS**

26. Classification	Ineligible for Participation (1)	Excluded from Contingency Provision (2)
a.	\$	\$
b.		
c.		
d.		
e.		
f.		
g.	\$	\$

**SECTION D - PROPOSED METHOD OF FINANCING NON-FEDERAL SHARE**

27. Grantee Share	
a. Securities	
b. Mortgages	
c. Appropriations (By Applicant)	<b>\$24,000</b>
d. Bonds	
e. Tax Levies	
f. Non Cash	
g. Other (Explain)	
h. TOTAL -Grantee Share	<b>\$24,000</b>
28. Other Shares	
a. State	<b>\$4,000</b>
b. Other	
c. Total Other Shares	<b>\$4,000</b>
29. TOTAL	<b>\$28,000</b>

**SECTION E - REMARKS**

**PART IV PROGRAM NARRATIVE ( ATTACH - SEE INSTRUCTIONS)**

**LINE ITEM BREAKDOWN**  
**SECTION B - CALCULATION OF FEDERAL GRANT**  
**LEXINGTON COUNTY AIRPORT AT PELION**  
**FAA A.I.P. 3-45-0067-0XX-2012**

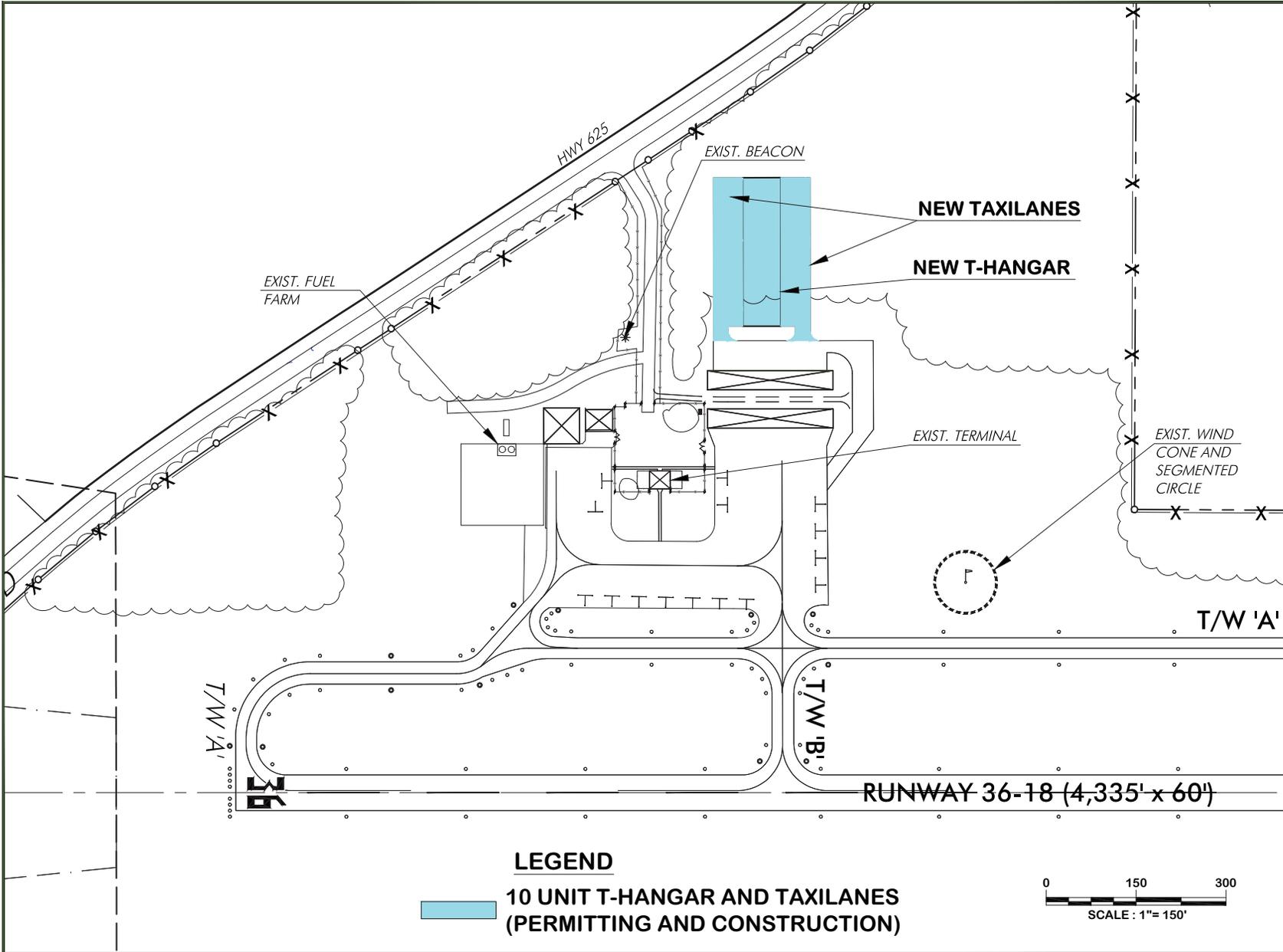
<b>10 UNIT T-HANGAR AND TAXILANES - PHASE 2 (PERMITTING AND CONSTRUCTION)</b>	
<u>Line Item 1 - Administrative Expense</u>	
Legal Advertisement	\$0
	\$0
<u>Line Item 4 - A/E Basic Fees</u>	
Design	\$0
Bidding	\$0
Construction Administration	\$30,000
	\$30,000
<u>Line Item 5 - Other A/E Fees</u>	
Pre-Design Survey	\$0
Pre-Design Geotechnical	\$0
Pre-Construction Permitting	\$12,000
Grant Services	\$0
	\$12,000
<u>Line Item 6 - Project Inspection Fees</u>	
Project Inspection	\$35,000
QA Testing	\$8,000
	\$43,000
<u>Line Item 11 - Construction</u>	
10 Unit T-Hangar Building	\$400,000
Site Prep and Taxilanes for 10 Unit T-Hangar Bldg	\$75,000
	\$475,000
<b>TOTAL PROJECT</b>	<b>\$560,000</b>
<b>FAA ELIGIBLE</b>	<b>\$532,000</b>
<b>FAA SHARE</b>	<b>\$532,000</b>
<b>STATE SHARE</b>	<b>\$4,000</b>
<b>LOCAL SHARE</b>	<b>\$24,000</b>

**PART IV**  
**PROGRAM NARRATIVE**

**LEXINGTON COUNTY AIRPORT AT PELION**  
**FAA A.I.P. 3-45-0067-0XX-2012 PREAPPLICATION**

**T-HANGAR AND TAXILANES (10 UNITS)**

This preapplication requests funding for the permitting and construction of a 10-unit T-Hangar and associated taxilanes. The need for this facility has grow in recent years as evidenced by the fact that the Airport maintains a waiting list. The current waiting list has eight individuals on it and was confirmed by each as late as 4-12-2010. The T-Hangar and taxilanes are proposed to be constructed in the location shown on the attached sketch.



**LEXINGTON COUNTY  
AIRPORT AT PELION**

**THE LPA GROUP**  
**TRANSPORTATION CONSULTANTS**  
ATLANTA, GA; BATON ROUGE, LA; CHARLESTON, SC; CHARLOTTE, NC;  
COLUMBUS, GA; GREENSBORO, NC; GULFPORT, MS; JACKSONVILLE, FL;  
KNOXVILLE, TN; LITTLE ROCK, AR; MOBILE, AL; ORLANDO, FL;  
RALEIGH, NC; RED BANK, VA; TAMPA, FL; TALLAHASSEE, FL;  
TAMPA, FL; WEST PALM BEACH, FL

Designer:	<b>CRM</b>
Production:	<b>HMM</b>
Checked By:	<b>ADB</b>
Project Number:	

REVISIONS			
No.	Description	Date	By

Project Name:			
<b>FY 2012 PREAPPLICATION</b>			
Drawing Name:			
<b>REQUEST FOR AID SKETCH</b>			

PAK A-1-P Project Number:			
<b>3-45-0067-OXX-2012</b>			
Autocad Drawing Reference:			
Date:	December, 2010	Division:	AIRPORTS
Scale:	1"=150'	Drawing Number:	SK-1

**LEGEND**

**10 UNIT T-HANGAR AND TAXILANES  
(PERMITTING AND CONSTRUCTION)**



UNLESS OTHERWISE SPECIFIED, ALL DIMENSIONS ARE IN FEET AND DECIMALS THEREOF. ALL DIMENSIONS SHALL BE TO THE CENTERLINE UNLESS OTHERWISE SPECIFIED. THE USER OF THIS DRAWING SHALL BE RESPONSIBLE FOR VERIFYING ALL DIMENSIONS AND CONDITIONS. THE USER OF THIS DRAWING SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS. THE USER OF THIS DRAWING SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS. THE USER OF THIS DRAWING SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS.

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.

Excerpt from  
**Article 2 – Application of Regulations, Chapter 5. Signs**  
of the  
**Lexington County Zoning Ordinance**

**f. Real Estate Signs**

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

On-Premise – The real estate sign display area shall not exceed 6 square feet for individual parcels restricted for residential use only and 32 square feet for all other parcels. There may be only one sign per 200 feet of street frontage or portion thereof and such signs shall be removed within 7 days of the conveyance or lease of the property.

Off-Premise – Real estate signs not exceeding 4 square feet in area and 2½ feet in height are allowed off-premises, provided they are located on private property with the property owner’s permission. These signs do not have to be set back from road rights-of-way. Such signs shall be removed within 7 days of the conveyance or lease of the property.

On-Premise Subdivision/Development Signs shall be allowed in addition to the permanent Subdivision /Development Signs provided they do not exceed 32 square feet, one per entrance, and are removed after 100 percent of the original lots, units, etc. have been sold or leased.

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

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

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

Precinct	Total	Precinct Realignment Precinct	Total	November 2010		November	
				General Votes Cast	Turn-out Percentage	2006 General Votes Cast	2006 Turn-out Percentage
13 RED BANK SOUTH #1	2,897	RED BANK SOUTH #1	1,965	798	40.61%	1038	35.83%
92 RED BANK SOUTH #2		RED BANK SOUTH #2	913	463	50.71%		
			<b>2,878</b>	<b>1,261</b>	<b>43.82%</b>		
43 PINE RIDGE #1	2,934	PINE RIDGE #1	1,068	547	51.22%	1249	42.57%
91 PINE RIDGE #2		PINE RIDGE #2	1,719	956	55.61%		
			<b>2,787</b>	<b>1,503</b>	<b>53.93%</b>		
56 BARR ROAD #1	2,632	BARR ROAD #1	1,320	714	54.09%	1085	41.22%
89 BARR ROAD #2		BARR ROAD #2	1,199	737	61.47%		
			<b>2,519</b>	<b>1,451</b>	<b>57.60%</b>		
73 PARK ROAD #1	2,408	PARK ROAD #1	1,470	700	47.62%	1063	44.14%
90 PARK ROAD #2		PARK ROAD #2	846	458	54.14%		
			<b>2,316</b>	<b>1,158</b>	<b>50.00%</b>		
	<b>10,871</b>		<b>10,500</b>	<b>5,373</b>	<b>51.17%</b>	<b>4,435</b>	

Precinct	Total Registered Voters	2006		2006		2006		2008		2008		2008		2008	2010	2010	Precinct Realignment Precinct
		June Primary Votes Cast	June Primary Votes Cast	June Runoff Votes Cast	June Runoff Votes Cast	November General Votes Cast	November General Votes Cast	June Primary Votes Cast	June Primary Votes Cast	June Runoff Votes Cast	June Runoff Votes Cast	November General Votes Cast	November General Votes Cast	November General % Turn-Out	June Primary Votes Cast	June Runoff Votes Cast	
BATESBURG	1,758	242	242	160	160	738	738	281	281			1181	1181	67%	445	333	BATESBURG
MIMS	793	122	122	87	87	372	372	133	133			581	581	73%	230	174	MIMS
LAKE MURRAY #1	1,592	325	325	235	235	723	723	355	355			1104	1104	69%	557	539	LAKE MURRAY #1
MOUNT HOREB	1,684	323	323	197	197	896	896	294	294			1169	1169	69%	618	511	MOUNT HOREB
OLD BARNWELL RD	1,386	189	189	146	146	591	591	245	245	285	285	873	873	63%	300	227	OLD BARNWELL RD
BEULAH CHURCH	1,603	367	367	286	286	830	830	465	465	500	500	1121	1121	70%	665	563	BEULAH CHURCH
GILBERT	1,701	246	246	193	193	789	789	329	329	327	327	1193	1193	70%	470	383	GILBERT
POND BRANCH	2,086	249	249	199	199	787	787	316	316			1327	1327	64%	417	364	POND BRANCH
SEVEN OAKS	1,460	236	236	185	185	640	640	195	195			962	962	66%	348	201	SEVEN OAKS
RIDGE ROAD	1,635	273	273	238	238	785	785	413	413	446	446	1170	1170	72%	556	524	RIDGE ROAD
SUMMIT	936	112	112	83	83	411	411	164	164	179	179	650	650	69%	233	209	SUMMIT
LEESVILLE	1,973	299	299	192	192	884	884	417	417	369	369	1223	1223	62%	580	440	LEESVILLE
RED BANK SOUTH	2,849	287	287	221	221	1038	1038	483	483	521	521	1703	1703	60%	548	414	RED BANK SOUTH #1
EMMANUEL CHURCH	1,779	273	273	229	229	772	772	423	423	486	486	1180	1180	66%	484	385	EMMANUEL CHURCH
HOLLOW CREEK	1,704	284	284	198	198	763	763	422	422	403	403	1184	1184	69%	553	466	HOLLOW CREEK
BOILING SPRINGS	2,757	268	268	196	196	939	939	427	427	438	438	1733	1733	63%	628	458	BOILING SPRINGS
EDMUND	1,086	113	113	83	83	363	363	165	165	158	158	692	692	64%	197	149	EDMUND
RED BANK	2,447	298	298	230	230	1002	1002	445	445	464	464	1589	1589	65%	552	482	RED BANK
ROUND HILL	2,172	237	237	173	173	773	773	405	405	385	385	1352	1352	62%	556	450	ROUND HILL
FAIRVIEW	738	118	118	89	89	304	304	113	113			497	497	67%	149	123	FAIRVIEW
QUAIL HOLLOW	1,765	440	440	332	332	840	840	325	325			1038	1038	59%	618	449	QUAIL HOLLOW
PELION #1	1,141	170	170	173	173	427	427	192	192			695	695	61%	204	170	PELION #1
MACK-EDISTO	598	102	102	88	88	239	239	106	106			416	416	70%	116	80	MACK-EDISTO
SWANSEA #1	1,015	174	174	129	129	482	482	142	142			746	746	73%	227	112	SWANSEA #1
SANDY RUN	765	107	107	65	65	351	351	112	112			586	586	77%	172	127	SANDY RUN
GASTON #1	1,131	122	122	103	103	437	437	149	149			729	729	64%	201	149	GASTON #1
SHARPE'S HILL	1,437	156	156	118	118	499	499	199	199			902	902	63%	244	174	SHARPE'S HILL
CHAPIN	2,202	369	369	278	278	879	879	254	254			1553	1553	71%	506	358	CHAPIN
LEAPHART ROAD	721	82	82	67	67	259	259	93	93			446	446	62%	150	103	LEAPHART ROAD
WESTOVER	1,542	507	507	384	384	984	984	394	394			1124	1124	73%	608	473	WESTOVER
EDENWOOD	1,818	400	400	301	301	1039	1039	377	377			1245	1245	68%	578	454	EDENWOOD
CROMER	1,302	269	269	199	199	672	672	327	327	312	312	888	888	68%	402	300	CROMER
LEXINGTON NO. 1	2,572	410	410	311	311	1114	1114	534	534	534	534	1528	1528	59%	700	546	LEXINGTON NO. 1
LEXINGTON NO. 2	1,654	337	337	218	218	765	765	372	372	358	358	920	920	56%	449	330	LEXINGTON NO. 2
CAYCE WARD NO.1	1,340	194	194	134	134	551	551	158	158			830	830	62%	254	190	CAYCE WARD NO.1
CAYCE WARD NO.2	1,701	160	160	93	93	627	627	162	162			1095	1095	64%	236	135	CAYCE WARD NO.2
CAYCE WARD NO.3	782	169	169	137	137	400	400	150	150			532	532	68%	227	169	CAYCE WARD NO.3
CHALK HILL	2,326	182	182	75	75	773	773	170	170			1482	1482	64%	340	144	CHALK HILL
CONGAREE #1	1,625	251	251	221	221	658	658	373	373	439	439	1027	1027	63%	405	326	CONGAREE #1
HOOK'S STORE	1,731	332	332	232	232	767	767	323	323			1100	1100	64%	392	267	HOOK'S STORE
SALUDA RIVER	1,643	374	374	274	274	780	780	289	289			1006	1006	61%	478	360	SALUDA RIVER
SPRINGDALE	1,803	373	373	286	286	960	960	478	478	524	524	1235	1235	68%	576	458	SPRINGDALE
PINERIDGE	2,914	413	413	305	305	1249	1249	465	465			1905	1905	65%	705	531	PINE RIDGE #1
W COLUMBIA NO 1	767	123	123	84	84	264	264	78	78			470	470	61%	159	111	W COLUMBIA NO 1
W COLUMBIA NO 2	623	70	70	22	22	216	216	55	55			387	387	62%	94	23	W COLUMBIA NO 2
W COLUMBIA NO 3	734	167	167	123	123	325	325	143	143			405	405	55%	229	157	W COLUMBIA NO 3
W COLUMBIA NO 4	1,471	247	247	198	198	631	631	249	249			955	955	65%	346	257	W COLUMBIA NO 4
IRMO	1,802	267	267	218	218	827	827	165	165			1146	1146	64%	412	238	IRMO

CHALLEDON	1,549	266	223	727	205	1045	67%	382	225	CHALLEDON
WHITEHALL	2,265	687	608	1315	485	1479	65%	843	563	WHITEHALL
GARDENDALE	1,475	306	228	695	236	940	64%	435	270	GARDENDALE
WOODLAND HILLS	1,470	276	231	663	195	916	62%	342	212	WOODLAND HILLS
PINEVIEW	1,704	304	240	877	309	1157	68%	514	394	PINEVIEW
QUAIL VALLEY	2,128	468	409	1103	324	1365	64%	618	405	QUAIL VALLEY
CAYCE WARD 2-A	1,291	212	135	611	209	853	66%	326	223	CAYCE WARD 2-A
BARR ROAD	2,564	426	300	1085	588	1575	61%	793	643	BARR ROAD #1
COLDSTREAM	2,123	508	402	1129	356	1448	68%	587	391	COLDSTREAM
GRENADIER	1,966	335	271	846	251	1242	63%	424	285	GRENADIER
ST. MICHAEL	2,055	536	444	1119	394	1350	66%	736	543	ST. MICHAEL
MURRAYWOOD	2,095	462	379	1139	320	1436	69%	639	448	MURRAYWOOD
AMICKS FERRY	2,819	778	569	1529	522	1936	69%	1001	826	AMICKS FERRY
BUSH RIVER	1,422	285	228	737	191	975	69%	386	262	BUSH RIVER
DUTCHMAN SHORES	1,560	392	297	811	262	1149	74%	525	421	DUTCHMAN SHORES
PILGRIM CHURCH	2,301	316	207	1016	343	1444	63%	612	467	PILGRIM CHURCH
WHITE KNOLL	1,666	196	136	675	295	1058	64%	360	288	WHITE KNOLL
FAITH CHURCH	1,879	214	172	524	309	1140	61%	577	440	FAITH CHURCH
KITTI WAKE	1,509	189	150	674	286	971	64%	390	274	KITTI WAKE
PROVIDENCE CHUR	2,032	483	364	1119	459	1321	65%	754	648	PROVIDENCE CHUR
BOILING SPRINGS	2,117	253	189	768	388	1344	63%	423	345	BOILING SPRINGS SOUTH
LEXINGTON #3	2,380	330	231	957	349	1288	54%	623	522	LEXINGTON #3
LEXINGTON #4	2,609	350	235	1033	422	1631	63%	624	448	LEXINGTON #4
MIDWAY	989	195	140	478	213	691	70%	329	267	MIDWAY
PARK ROAD	2,363	348	239	1063	411	1414	60%	645	518	PARK ROAD #1
SPRINGDALE SOUT	696	117	99	332	164	473	68%	190	161	SPRINGDALE SOUTH
GASTON #2	1,359	143	116	464	138	822	60%	180	123	GASTON #2
LAKE MURRAY #2	1,779	334	237	774	359	1178	66%	572	489	LAKE MURRAY #2
CONGAREE #2	705	116	87	317	189	521	74%	197	132	CONGAREE #2
ST DAVIDS	2,144	304	246	1000	414	1493	70%	519	382	ST DAVIDS
MT HEBRON	1,260	194	239	589	176	853	68%	331	241	MT HEBRON
SANDHILL	1,390	93	59	386	132	795	57%	170	116	SANDHILL
BETHANY	2,396	191	128	673	306	1461	61%	358	237	BETHANY
SWANSEA #2	1,223	165	173	503	152	809	66%	201	114	SWANSEA #2
PELION #2	1,141	192	188	463	190	729	64%	206	166	PELION #2
DREHER ISLAND	885	213	191	486	133	661	75%	205	178	DREHER ISLAND
OLD LEXINGTON	1,896	474	352	898	251	1336	70%	556	419	OLD LEXINGTON
LINCREEK	1,666	253	216	749	228	1157	69%	399	288	LINCREEK
CEDARCREST	1,334	165	114	559	266	836	63%	360	227	CEDARCREST
OAKWOOD	1,960	304	228	858	363	1331	68%	560	452	OAKWOOD
										BARR ROAD #2
										PARK ROAD #2
										PINE RIDGE #2
										RED BANK SOUTH #2
<b>ABSENTEE</b>		1233	1564	4146	1508	645	15465	2253	1631	<b>ABSENTEE</b>
	<b>145,229</b>	<b>25,434</b>	<b>20,052</b>	<b>68,305</b>	<b>26,615</b>	<b>12,417</b>	<b>109,963</b>	<b>40,259</b>	<b>30,270</b>	
<b>% of Voter Turn-Out</b>		<b>18%</b>	<b>14%</b>	<b>47%</b>	<b>18%</b>	<b>9%</b>	<b>76%</b>	<b>28%</b>	<b>21%</b>	

<b>Total</b>	<b>2010 November General Votes Cast</b>	<b>2010 November General % Turn-Out</b>
1,794	879	49.00%
815	427	52.39%
1,623	966	59.52%
1,702	1,002	58.87%
1,395	642	46.02%
1,633	985	60.32%
1,714	859	50.12%
2,122	956	45.05%
1,473	710	48.20%
1,658	939	56.63%
960	469	48.85%
1,996	1,007	50.45%
1,965	798	40.61%
1,798	929	51.67%
1,716	995	57.98%
2,800	1,360	48.57%
1,110	463	41.71%
2,487	1,190	47.85%
2,224	1,124	50.54%
747	323	43.24%
1,759	872	49.57%
1,161	481	41.43%
603	305	50.58%
1,017	538	52.90%
770	447	58.05%
1,133	513	45.28%
1,445	584	40.42%
2,428	1,209	49.79%
723	301	41.63%
1,547	972	62.83%
1,822	1,059	58.12%
2,593	734	28.31%
2,887	1,244	43.09%
1,673	731	43.69%
1,338	532	39.76%
1,704	726	42.61%
770	460	59.74%
2,340	1,062	45.38%
1,637	716	43.74%
1,741	830	47.67%
1,672	784	46.89%
1,799	1,016	56.48%
1,068	547	51.22%
773	295	38.16%
636	281	44.18%
720	324	45.00%
1,486	703	47.31%
1,818	893	49.12%

1,548	746	48.19%
2,284	1,300	56.92%
1,504	759	50.47%
1,494	666	44.58%
1,710	905	52.92%
2,141	1,153	53.85%
1,315	631	47.98%
1,320	741	56.14%
2,128	1,064	50.00%
1,995	902	45.21%
2,073	1,145	55.23%
2,106	1,192	56.60%
2,862	1,733	60.55%
1,432	765	53.42%
1,585	961	60.63%
2,343	1,179	50.32%
1,685	849	50.39%
1,951	1,149	58.89%
1,531	759	49.58%
2,045	1,151	56.28%
2,153	934	43.38%
2,485	1,082	43.54%
2,668	1,226	45.95%
989	568	57.43%
1,470	700	47.62%
693	353	50.94%
1,395	500	35.84%
1,823	1,013	55.57%
738	394	53.39%
2,155	1,103	51.18%
1,259	647	51.39%
1,403	523	37.28%
2,458	1,009	41.05%
1,236	615	49.76%
1,161	491	42.29%
895	510	56.98%
1,917	1,135	59.21%
1,714	942	54.96%
1,340	668	49.85%
2,009	1,082	53.86%
1,199	737	61.47%
846	458	54.14%
1,719	390	22.69%
913	463	50.71%

**148,485**

**83,436**

56.19%

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.

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.

# RESOLUTION

**THE COUNCIL FOR THE COUNTY OF LEXINGTON, SOUTH CAROLINA, MEETING IN GENERAL SESSION THE 7TH DAY OF DECEMBER, TWO THOUSAND AND TEN, ADOPTED THE FOLLOWING:**

**WHEREAS**, the Boy Scouts of America was incorporated on February 8, 1910 to provide an educational program for boys and young men that teaches patriotism, courage, self-reliance, and kindred values and prepares these youth to make right ethical and moral choices throughout their lifetimes by instilling the values of the Scout Oath and Scout Law; and

**WHEREAS**, more than one million adult volunteers selflessly serve young people in their communities through organizations chartered by the Boy Scouts of America; and

**WHEREAS**, today, the Boy Scouts of America is the largest youth service organization in the United States, with nearly three million members participating in a wide range of outdoor activities and educational and career-oriented programs in partnership with community organizations. The service projects accomplished by these Scouts and their leaders benefit untold numbers of individuals and communities, both locally and farther afield; and

**WHEREAS**, more than ever, America needs inspiration from role models who demonstrate a strong sense of personal mission and purpose, cling to the values described in the Scout Oath and Scout Law, and embody the Scout Motto, "Be Prepared," with a steadfast commitment to God, country, community, and family; and

**WHEREAS**, cognizant of the invaluable contributions and achievements of the Boy Scouts of America over the past one hundred years, the Lexington County Council takes great pleasure in recognizing this fine organization on the occasion of its centennial and in commending its adult leaders for their committed service to their young charges; and

**WHEREAS**, Troop 99, Lexington Baptist Church currently has 15 boys in the troop with seven having earned the esteemed rank of Eagle Scout and five more working on their Eagle Scout rank.

**NOW, THEREFORE, BE IT RESOLVED** that we, the members of Lexington County Council, present this resolution to **TROOP 99, LEXINGTON BAPTIST CHURCH, LEXINGTON, SC**, to honor the Boy Scouts of America in this one hundredth anniversary year and express its gratitude to the organization's volunteers, who dedicate countless hours to inspiring and preparing future generations of leaders.

\_\_\_\_\_  
James E. Kinard, Jr., Chairman

\_\_\_\_\_  
William B. Banning, Sr., Vice Chairman

\_\_\_\_\_  
William C. Derrick

\_\_\_\_\_  
George H. "Smokey" Davis

\_\_\_\_\_  
Debra B. Summers

\_\_\_\_\_  
Bobby C. Keisler

\_\_\_\_\_  
Johnny W. Jeffcoat

\_\_\_\_\_  
John W. Carrigg, Jr.

\_\_\_\_\_  
M. Todd Cullum

ATTEST:

\_\_\_\_\_  
Diana W. Burnett, Clerk

## RESOLUTION

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

**WHEREAS**, the Batesburg-Leesville Panther Marching Band captured the South Carolina Band Directors Association (SCBDA) Division 1A 2010 State Championship Saturday, October 30, 2010, bringing home the third gold medal for the band program over-all; and

**WHEREAS**, the Panther Band, under the leadership of Chaz Paxton, Director of Bands for Lexington Three, received a 92.6 for the band's highest score ever in a State Championship event; and

**WHEREAS**, the Panther Band also claimed the High Music Performance, High Visual Execution, and High Overall Effect awards, sweeping the class; and

**WHEREAS**, the Band won its first ever SCBDA Lower State Championship/Class 1A at the preliminary contest to the State Marching Championship Finals held Saturday, October 23, 2010; and

**WHEREAS**, in 2008 the Band won the SCBDA AA State Marching Championship event for its first title in the history of the school; and

**WHEREAS**, it is fitting that we recognize the outstanding accomplishments by this group of young men and women of Batesburg-Leesville High School who have distinguished themselves and brought honor to their school, their community, and their county.

**NOW, THEREFORE, BE IT RESOLVED** that we, the members of Lexington County Council, offer our congratulations to the **BATESBURG-LEESVILLE PANTHER MARCHING BAND, DIRECTOR CHAZ PAXTON AND HIS STAFF** for an outstanding season which led to winning South Carolina Band Directors Association (SCBDA) Division 1A 2010 State Championship.

\_\_\_\_\_  
James E. Kinard, Jr., Chairman

\_\_\_\_\_  
William B. Banning, Sr., Vice Chairman

\_\_\_\_\_  
William C. Derrick

\_\_\_\_\_  
George H. "Smokey" Davis

\_\_\_\_\_  
Debra B. Summers

\_\_\_\_\_  
Bobby C. Keisler

\_\_\_\_\_  
Johnny W. Jeffcoat

\_\_\_\_\_  
John W. Carrigg, Jr.

\_\_\_\_\_  
M. Todd Cullum

ATTEST:

\_\_\_\_\_  
Diana W. Burnett, Clerk

# RESOLUTION

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

**WHEREAS**, William C. “Billy” Derrick was elected to Lexington County Council to represent District 2 in 1999, serving his constituents and the County for 12 years;

**WHEREAS**, Billy served as Chairman and Vice-Chairman of several Council Committees; served as Chairman of County Council in 2007 and 2008; Vice-Chairman in 2004; and Parliamentarian in 2003 and 2005; and

**WHEREAS**, during Billy’s time on Council, he was the first Council member to graduate from the Institute of Government for County Officials, a training program designed to help local government officials enhance their skills and ability to serve more effectively and was appointed to the South Carolina Association of Counties Board of Directors in August 2005;

**WHEREAS**, Billy holds the record for perfect Council meeting attendance and refused the extra compensation allotted while serving as Chairman and Vice-Chairman of County Council; and

**WHEREAS**, Billy is a life-time member of Mt. Hebron Lutheran Church, where he formerly served as Chair and Vice Chair of the Church Council, and a member of the Lutheran Men in Missions. In addition, he is an active member of the Ridge Road Community Club.

**WHEREAS**, Billy patiently advocated the construction of the Batesburg/Leesville Industrial Park to spur economic growth to bring jobs to the Batesburg/Leesville area and was instrumental in the construction of the Cedar Grove Fire Station. Also, during his service, County Council planned and constructed its first County-owned industrial park, Saxe Gotha Industrial Park, to draw industrial companies to locate in Lexington County; and

**WHEREAS**, while serving as Council Chairman, Billy worked closely with the Lexington Delegation and Agriculture Commissioner Hugh Weathers in procuring the new site for the South Carolina State Farmers Market in Lexington County. Also, in Billy’s many years of service, he was always a friend to the agricultural and rural communities of, not only his district, but Lexington County as a whole; and

**WHEREAS**, the effects of Billy’s leadership and vision will be realized and appreciated by current and future generations in Lexington County.

**NOW, THEREFORE, BE IT RESOLVED** that we, the members of Lexington County Council, express our heartfelt appreciation and gratitude to **WILLIAM C. “BILLY” DERRICK**, for his invaluable leadership, service and dedication to Lexington County and its citizens during his 12 years on County Council.

\_\_\_\_\_  
James E. Kinard, Jr., Chairman

\_\_\_\_\_  
William B. Banning, Sr., Vice Chairman

\_\_\_\_\_  
George H. “Smokey” Davis

\_\_\_\_\_  
Debra B. Summers

\_\_\_\_\_  
Bobby C. Keisler

\_\_\_\_\_  
Johnny W. Jeffcoat

\_\_\_\_\_  
Johnny W. Jeffcoat

\_\_\_\_\_  
M. Todd Cullum

ATTEST:

\_\_\_\_\_  
Diana W. Burnett, Clerk

\_\_\_\_\_  
Judy R. Busbee, Assistant Clerk to Council

# RESOLUTION

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

**WHEREAS**, John W. Carrigg, Jr. was elected to Lexington County Council to represent District 7 in 1995, serving his constituents and the County for 16 years; and

**WHEREAS**, John served as Chairman and Vice-Chairman of numerous Council Committees and Vice-Chairman of County Council in 1999, 2000, and 2003; and Parliamentarian in 1995, 1998, 2002, 2006, and 2008; and

**WHEREAS**, John has served in a variety of leadership roles during his tenure to include being elected as Chairman of the Central Midlands Council of Governments, whose mission is to promote cooperation among, and to provide the highest quality of service to, the member governments on issues transcending city and county boundaries in the areas of water quality, transportation, economic and community development, planning, public administration and human services for the cities of the region; and

**WHEREAS**, the most memorable accomplishment when first elected to office was negotiating the development of Columbiana Station, a 100-acre development adjacent to Harbison Blvd., the largest commercial shopping center at that time. Through the use of unique buffering, the concerns of neighboring residential development were addressed; and

**WHEREAS**, during his time on Council, John has witnessed significant population increases coupled with prosperous economic growth not only in County District 7 but, also countywide. One of the many noteworthy economic development accomplishment was the planning and construction of the first County-owned industrial park, Saxe Gotha Industrial Park, to draw industries to locate in Lexington County; and

**WHEREAS**, through this population and economic growth, John's unwavering commitment to problem solving and fiscal responsibility, coupled with his desire to improve the County and Midlands Region as a whole, has had a long reaching and positive impact on the County and his constituents; and

**WHEREAS**, the effects of John's leadership and vision will be realized and appreciated by current and future generations in Lexington County.

**NOW, THEREFORE, BE IT RESOLVED** that we, the members of Lexington County Council, express our heartfelt appreciation and gratitude to **JOHN W. CARRIGG, JR.** for his invaluable leadership, service and dedication to Lexington County and its citizens during his 16 years on County Council.

\_\_\_\_\_  
James E. Kinard, Jr., Chairman

\_\_\_\_\_  
William B. Banning, Sr., Vice Chairman

\_\_\_\_\_  
William C. Derrick

\_\_\_\_\_  
George H. "Smokey" Davis

\_\_\_\_\_  
Debra B. Summers

\_\_\_\_\_  
Bobby C. Keisler

\_\_\_\_\_  
Johnny W. Jeffcoat

\_\_\_\_\_  
M. Todd Cullum

ATTEST:

\_\_\_\_\_  
Diana W. Burnett, Clerk

\_\_\_\_\_  
Judy R. Busbee, Assistant Clerk to Council



## APPOINTMENTS BOARDS & COMMISSIONS

**December 14, 2010**

### **JIM KINARD**

**Board of Zoning Appeals** - Albert H. Summers; term expires 12/31/10; eligible for reappointment

### **BOBBY KEISLER**

**Board of Zoning Appeals** - Wylie E. "Ted" Mitchell, III; term expires 12/31/10; eligible for reappointment

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

### **JOHN CARRIGG**

**Assessment Appeals Board** - Kenneth Brad Matthews; term expired 9/21/10

**Children's Shelter** - Vacant; term expired 6/30/10

**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** - Vacant; term expires 12/31/13

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

### **AT LARGE:**

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

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

#### **Central Midlands Council of Government**

Bill Banning - Term expires 12/31/10

Billy Derrick - Term expires 12/31/10

Todd Cullum - Term expires 12/31/10

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

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

Steve Hatchell - Term expires 12/31/10; eligible for reappointment; confirmed desire to serve another term

Tim James - Term expires 12/31/12; Resigned effective 11/11/10 due to election to Cayce City Council; nomination form attached for Lester "Chip" Johnson, Jr. from LRADAC

#### **Stormwater Advisory Board**

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

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

Stormwater Professional - Pearce L. Atkins, P.E.; term expired 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

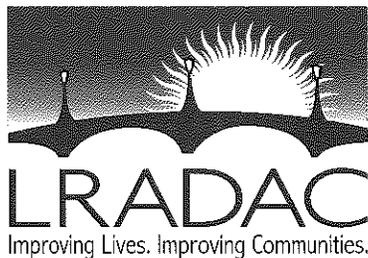
Treasurer Red Bank Baptist Church  
Former President - Central Chapter  
of S.C. Association of CPA's

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

December 6, 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. Lester J. "Chip" Johnson to LRADAC's Board of Directors to replace Mr. Tim James. Mr. James was newly elected as Cayce City Councilman on November 2 and had to resign his position on our Board. Mr. James has highly recommended Mr. Johnson to replace him.

LRADAC would be honored to have Mr. Johnson 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

cc: Ms. Judy Busbee





# LEXINGTON COUNTY COUNCIL

## BOARD/COMMISSION NOMINATION FORM

Name of Board/Commission: LRADAC

Nominee: L.J. "CINIA" JOHNSON

Address: 712 CHAPTER LANE LEXINGTON, SC 29072

Employed by: SCANA

Address: 100 SCANA PARKWAY CAYCE, SC 29033

Home Telephone: 957-5063 Business Telephone: 217-9079

Mobile Phone: 331-9096 Fax Number: 733-4038

Email Address: LJJO.SC.RR.COM

Is nominee aware of board/commission activities and responsibilities? yes

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

SEE ATTACHED

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
---

**Lester J. Johnson Jr.**

**Mr. Johnson is employed by the SCANA Corporation, a \$ 11 Billion, Fortune 500, energy-based holding company, headquartered in Cayce, South Carolina, serving electrical and natural gas service to 1.6 million customers in three states. Mr. Johnson serves in the Corporate Security and Claims Department as a Manager with responsibility for Investigations, Crisis Management and Protective Services. Mr. Johnson leads a staff of professional investigators who conduct investigations of internal corporate compliance issues, criminal violations against the corporation's property and personnel, executive protection, background investigations and risk reduction efforts on behalf of the Corporation. The Crisis Management Department is responsible for the development and continual assessment of security risk management and reduction plans for the critical infrastructure operated by the Corporation. These risk management and reduction plans include the assurance of compliance with the various governmental agencies with oversight responsibilities for the critical infrastructure. Business continuity and emergency procedure planning are also a major component of the crisis management group.**

**Mr. Johnson is a retired Deputy to the Assistant Director of Investigative Services for the South Carolina Law Enforcement Division, where he was responsible for the delivery of all investigative services, which included, general investigations, bomb and arson, tactical, computer crimes, special victims, executive protection, technical services, behavioral science, public corruption, and insurance fraud.**

**During his twenty-eight year career, Mr. Johnson received numerous awards and commendations, to include the Strom Thurmond Award of Excellence in 2004. Mr. Johnson is a graduate of the FBI National Academy and has served as an adjunct instructor for numerous organizations. Mr. Johnson is a graduate of the Naval Post Graduate School of Executive Leadership for Homeland Security. Mr. Johnson serves as Vice President of the Southeast Emergency Response Network and is a former Chapter Chairman for the American Society of Industrial Security (ASIS). He serves on the South Carolina Homeland Security Advisory Board and the Senior Homeland Security Advisory Committee, where he chairs**

**the sub-committee for Critical Infrastructure and Key Resources. Mr. Johnson serves on the Council of the South Carolina Law Enforcement Accreditation and**

**Mr. Johnson is married to the former Laura Welchel of Cordele, Georgia and resides in Lexington, South Carolina with their two children. He is an active member of Saxe Gotha Presbyterian Church, where he has served as a Deacon and is currently serving as an Elder.**

# COUNTY OF LEXINGTON

## Procurement Services

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MEMORANDUM

(O) 785-8166

(F) 785-2240

**DATE:** December 03, 2010

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

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

**SUBJECT: Miscellaneous Waterproofing and Repairs at the Lexington County Administration Building and Lexington County Auxiliary Administration Building B11035-11/18/10H Building Services**

---

Competitive bids were solicited and advertised for Miscellaneous Waterproofing and Repairs at the Lexington County Administration Building and Lexington County Auxiliary Administration Building. A pre-bid meeting was held on November 13, 2010, in which fifteen (15) contractors were represented.

We received eight (8) responsive bids on October 01, 2010 (see attached Bid Tabulation).

The bids were evaluated by Mr. Rob Lyon, Lyon and Associates, LLC; Mark Kerley, Building Services Manager; and Jeffrey A. Hyde, Procurement Manager. It is our recommendation to award this project to the lowest responsive, responsible bidder – R.W. Ford Company for an amount not to exceed \$30,230.00.

County funds are appropriated in the following account:

1000-111300-5AB062	Auxiliary Bldg – Waterproof Exterior	\$30,000.00
1000-111300-5AB064	Administration Bldg – Waterproofing Windows	\$33,000.00

I concur with the above recommendation and further recommend that this bid be placed on County Council's agenda for their next scheduled meeting on December 14, 2010.

Copy: Larry Porth, Director of Finance/Assistant County Administrator  
Mark Kerley, Building Services Manager

County of Lexington

B11035-11/18/10H  
JAH

Bid Tabulation

BID # : B11035-11/18/10H

Miscellaneous Above Grade Waterproofing for Lexington County

			Carolina Restoration		R.W. Ford Company		Baker Roofing Co.		Midwest Maintenance		
Item	Qty	U/M	Description	Unit Total	Total Cost	Unit Total	Total Cost	Unit Total	Total Cost	Unit Total	Total Cost
1	1	Job	Lexington County Administration Building	\$ 36,705.00	\$ 36,705.00	\$ 15,200.00	\$ 15,200.00	\$ 66,640.00	\$ 66,640.00	\$ 47,000.00	\$ 47,000.00
2	1	Job	Lexington County Auxiliary Administration Building	\$ 59,600.00	\$ 59,600.00	\$ 11,980.00	\$ 11,980.00	\$ 33,750.00	\$ 33,750.00	\$ 26,000.00	\$ 26,000.00
3	1	Each	Discount allowed if awarded both projects		None		None		\$ 3,560.00		\$ 3,000.00
<b>Base Bid</b>				<b>\$ 96,305.00</b>		<b>\$ 27,180.00</b>		<b>\$ 96,830.00</b>		<b>\$ 7,000.00</b>	
4	300	Est. LF	Replacement of missing mortar	\$ 4.61	\$ 1,383.00	\$ 8.50	\$ 2,550.00	\$ 5.50	\$ 1,650.00	\$ 5.00	\$ 1,500.00
5	25	Est. Each	Replacement of Spalled brick	\$ 18.04	\$ 451.00	\$ 20.00	\$ 500.00	\$ 55.00	\$ 1,375.00	\$ 25.00	\$ 625.00
<b>NTE Total Bid Amount</b>				<b>\$ 98,139.00</b>		<b>\$ 30,230.00</b>		<b>\$ 99,855.00</b>		<b>\$ 72,125.00</b>	
			21st Century Waterproofing		First Class Const.		Strickland Waterproofing		Watertight Systems		
Item	Qty	U/M	Description	Unit Total	Total Cost	Unit Total	Total Cost	Unit Total	Total Cost	Unit Total	Total Cost
1	1	Job	Lexington County Administration Building	\$ 28,120.00	\$ 28,120.00	\$ 58,349.00	\$ 58,349.00	\$ 55,000.00	\$ 55,000.00	\$ 19,225.00	\$ 19,225.00
2	1	Job	Lexington County Auxiliary Administration Building	\$ 48,170.00	\$ 48,170.00	\$ 41,436.00	\$ 41,436.00	\$ 20,000.00	\$ 20,000.00	\$ 34,103.00	\$ 34,103.00
3	1	Each	Discount allowed if awarded both projects		\$ 2,289.00		None		\$ 5,000.00		None
<b>Base Bid</b>				<b>\$ 74,001.00</b>		<b>\$ 99,785.00</b>		<b>\$ 70,000.00</b>		<b>\$ 53,328.00</b>	
4	300	Est. LF	Replacement of missing mortar	\$ 4.50	\$ 1,350.00	\$ 5.00	\$ 1,500.00	\$ 4.50	\$ 1,350.00	\$ 5.00	\$ 1,500.00
5	25	Est. Each	Replacement of Spalled brick	\$ 24.00	\$ 600.00	\$ 17.00	\$ 425.00	\$ 25.00	\$ 625.00	\$ 25.00	\$ 625.00
<b>NTE Total Bid Amount</b>				<b>\$ 75,951.00</b>		<b>\$ 101,710.00</b>		<b>\$ 71,975.00</b>		<b>\$ 55,453.00</b>	

Bids Received: November 17, 2010 @ 3:00 PM

Jeffrey A. Hyde  
Procurement Manager

# COUNTY OF LEXINGTON

## Procurement Services

---

MEMORANDUM

(O) 785-8166

(F) 785-2240

**DATE:** December 07, 2010

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

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

**SUBJECT:** **Inmate Barrier Fencing – Detention Center**  
**B11032-11/12/10H**  
**Sheriff's Department**

---

Competitive bids were solicited and advertised for the installation of Inmate Barrier Fencing at the Detention Center. A pre-bid meeting was held on November 13, 2010, in which six (6) contractors were represented.

We received two (2) responsive bids and one (1) non-responsive on November 12, 2010 (see attached Bid Tabulation).

The bids were evaluated by Major JB Quig, Detention Bureau Commander; Mark Kerley, Building Services Manager; and Jeffrey A. Hyde, Procurement Manager. It is our recommendation to award this project to the lowest responsive, responsible bidder – Henley's Construction Company, Inc. in the amount of \$104,722.00.

County funds are appropriated in the following account:

1000-151300-5AB246	Inmate Barriers for Housing Pods	\$104,722.00
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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 December 14, 2010.

Copy: Larry Porth, Director of Finance/Assistant County Administrator  
Mark Kerley, Building Services Manager  
Major JB Quig, Detention Bureau Commander

# County of Lexington

B11032  
JAH  
11/12/2010

## Bid Tabulation

**BID # : B11032-11/12/10H**

### Construct Inmate Fencing Barriers – Detention Center

Item	Qty	U/M	Description	SITEC, LLC		Henley's Construction Co.	
				Unit Total	Total Cost	Unit Total	Total Cost
1	3	JOB	Construct Inmate Fencing Barriers - Approx 143 lf.	\$ 26,000.00	\$ 78,000.00	\$ 13,750.00	\$ 41,250.00
2	4	JOB	Construct Inmate Fencing Barriers - Approx 165 lf.	\$ 31,200.00	\$ 124,800.00	\$ 15,868.00	\$ 63,472.00
<b>Total</b>					<b>\$ 202,800.00</b>		<b>\$ 104,722.00</b>

Item	Qty	U/M	Description	Venture Commercial	
				Unit Total	Total Cost
1	3	JOB	Construct Inmate Fencing Barriers - Approx 143 lf.		Non-responsive
2	4	JOB	Construct Inmate Fencing Barriers - Approx 165 lf.		Non-responsive
<b>Total</b>					Non-responsive

\* Non-Responsive Bidder failed to acknowledge Amendment # 1.

Bids Received: November 12, 2010 @ 3:00 PM

Jeffrey A. Hyde  
Procurement Manager

# COUNTY OF LEXINGTON

## Procurement Services

---

MEMORANDUM

(O) 785-8166

(F) 785-2240

**DATE:** December 07, 2010

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

**FROM:** Jeffrey Hyde  
Procurement Manager

**SUBJECT: 1200 Gallon Hydro Seeder and Trailer Mounted Water Tank  
B11037-12/01/10H  
Solid Waste Management**

---

Competitive bids were solicited and advertised for a 1200 Gallon Hydro Seeder and Trailer Mounted Water Tank for Solid Waste Management. We received three (3) responsive bids on December 01, 2010.

The bids were evaluated by Dave Eger, Director of Solid Waste Management; William Kazmierczak, Fleet Manager; and Jeffrey A. Hyde, Procurement Manager. It is our recommendation that this procurement be awarded to Kincaid Equipment Mfg, as the lowest responsive bidder. The total cost including applicable sales tax, is \$55,376.78 (see attached bid tabulation).

Funds are appropriated in the following account:

5700-121204-5AB348	(1) Hydro Seeder w/ Nurse Tank	\$55,377.00
--------------------	--------------------------------	-------------

I concur with the above recommendation and further recommend that this bid be placed on County Council's agenda for their next scheduled meeting on December 14, 2010.

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

## County of Lexington

### Bid Tabulation

Bid # B11037- 12/01/10H

1200 Gallon Hydroseeder and Trailer Mounted Water Tank

Item #	Quantity	U/M	Description	Landfill Solutions		Kincaid Equipment Mfg		Pennington Seed, Inc.	
				Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price
1	1	ea	1200 Gallon Hydroseeder	\$52,000.00	\$52,000.00	\$42,187.00	\$42,187.00	\$44,767.00	\$44,767.00
<b>OPTIONS:</b>									
2	1	ea	1500 Gallon Trailer Mounted Water Tank	\$8,995.00	\$8,995.00	\$9,567.00	\$9,567.00	\$9,375.00	\$9,375.00
			Sub total		\$68,995.00		\$51,754.00		\$54,142.00
			Tax		\$4,829.65		\$3,622.78		\$3,789.94
			Total Bid		\$73,824.65		\$55,376.78		\$57,931.94

Bid Opened : December 01, 2010 @ 2:00 PM

Jeffrey A. Hyde, CPPB  
 Procurement Manager

# COUNTY OF LEXINGTON

## Procurement Services

---

MEMORANDUM

(O) 785-8166

(F) 785-2240

**DATE:** December 03, 2010

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

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

**SUBJECT:** **Replacement HVAC Units at the Jail Annex**  
**B11030-11/18/10H**  
**Building Services**

---

Competitive bids were solicited and advertised for Replacement HVAC Units at the Jail Annex for the Lexington County Sheriff's Department. A mandatory pre-bid meeting was held on November 09, 2010, in which eight (8) contractors were represented.

We received three (3) responsive bids on November 18, 2010 (see attached Certified Bid Tabulation).

The bids were evaluated by Robert J. Buckanavage, AIA, with MBAJ Architects; Mark Kerley, Building Services Manager; and Jeffrey A. Hyde, Procurement Manager. It is our recommendation to award this project to the lowest responsive, responsible bidder – Cayce Company, Inc., in the amount of \$212,007.00.

EECBG (Energy Efficiency and Conservation Block Grant) funds are appropriated in the following accounts:

4511-111300-5AA320	Jail Annex Gas Furnace/Cooling Replacement	\$400,000.00
4511-111300-5AA321	Jail Annex Multipurpose HVAC Replacement	\$25,000.00

I concur with the above recommendation and further recommend that this bid be placed on County Council's agenda for their next scheduled meeting on December 14, 2010.

copy: Larry Porth, Director of Finance/Assistant County Administrator  
Mark Kerley, Building Services Manager



**BID TABULATION  
SINGLE PRIME BUILDING CONTRACTORS**

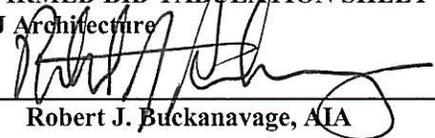
**PROJECT:** Replace HVAC Units at the Jail Annex  
County of Lexington  
Bid #B11030-11/18/10H

**BID DATE:** November 18, 2010  
**BID TIME:** 3:00 p.m.  
**LOCATION:** County of Lexington, Administration Building  
212 South Lake Drive  
Lexington, SC 29072

**MBAJ NO.:** 1013                      **FILE NO.:** B-8.1

CONTRACTOR	LICENSE NUMBER	BID BOND	ADD. REC'D	BASE BID
Cayce Company Inc.	M2378	x	x	212,007
Walker White Inc.	M2724	x	x	247,589
W.O. Blackstone & Company Inc.	M1806	x	x	335,500

**CONFIRMED BID TABULATION SHEET**  
MBAJ Architecture

**BY:**   
Robert J. Buckanavage, AIA

# COUNTY OF LEXINGTON

## Procurement Services

---

### MEMORANDUM

(O) 785-8166

(F) 785-2240

**DATE:** December 02, 2010

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

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

**SUBJECT:** **Two (2) 4-WD Ford F450s - Replacements**  
**Public Safety/Fire Service**

---

We are in receipt of two requisitions for the purchase of two (2) 4-WD Ford F450s with accessories. The requested vehicles are being purchased from Vic Bailey Ford through the South Carolina State Contract #4400002972. These vehicles have been recommended and approved in accordance with the Fleet Management Policy by William Kazmierczak, Fleet Manager.

The total cost including applicable sales taxes for the vehicles is \$109,747.00

Funds are appropriated in the following accounts:

1000-131500-5AB126	One (1) Service Truck - Replacement	\$65,000.00
1000-131500-5AB504	One (1) Breathing Air Service Truck	\$67,000.00

I concur with the above recommendation and further recommend that these purchases be placed on County Council's agenda for their next scheduled meeting on December 14, 2010.

Copy: Larry Porth, Director of Finance/Assistant County Administrator  
Russell Rawl, Fire Service Coordinator  
William Kazmierczak, Fleet Manager

# COUNTY OF LEXINGTON

## Procurement Services

---

**MEMORANDUM**

(O) 785-8166

(F) 785-2240

**DATE:** December 03, 2010

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

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

**SUBJECT:** **Network Re-Wiring Project for Lexington County Sheriff's Facilities  
Sheriff's Department**

---

We are in receipt of a requisition for the Network Re-Wiring (w/ CAT 6) for several locations at the Sheriff's facilities. The requested work is being coordinated and purchased by Division of State Information Technology (DSIT) through one of their South Carolina State Contracts. These contracts currently expire on 06/30/2011.

Mr. Andre Johnson, LCSD IT Division Manager, has reviewed and recommended this purchase. The total cost including applicable sales tax for the project is not to exceed \$71,636.94.

Funds are appropriated in the following account:

1000-151100-5AB185	Network Rewiring w/CAT 6	\$110,000.00
--------------------	--------------------------	--------------

I concur with the above recommendation and further recommend that these purchases be placed on County Council's agenda for their next scheduled meeting on December 14, 2010.

Copy: Larry Porth, Director of Finance/Assistant County Administrator  
Colonel Allan Paavel, Sheriff's Department  
Andre Johnson, Sheriff's Department  
Sylvia Dillon, Sheriff's Department

# COUNTY OF LEXINGTON

## Procurement Services

---

### MEMORANDUM

(O) 785-8166

(F) 785-2240

**DATE:** December 02, 2010

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

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

**SUBJECT:** **Purchase of 32 Toughbook Computers and Accessories  
Sheriff's Department and PS/EMS**

---

We are in receipt of a requisition for the purchase of 32 Toughbook Computers and Accessories. The items are split between the Sheriff's Department (22 units) and PS/EMS (10 units). The items are being purchased from Synnex Corporation through the South Carolina State Contract SC WSCA # 540001124. This S.C. State contract currently expires on 08/31/2014.

The total cost including applicable sales tax for this purchase is \$143,726.38

Funds are appropriated in the following accounts:

1000-151200-5AB203 (LCSD)	(2) Toughbook laptops w/ Accessories	\$12,600.00
1000-151200-5AB215 (LCSD)	(15) Toughbook Computers w/ Accessories	\$94,500.00
1000-151200-5AB216 (LCSD)	(5) Toughbook Computers w/ Accessories	\$31,500.00
1000-131400-5AB103 (EMS)	(3) EMS Units – Replacements	\$510,000.00
1000-131400-5AB115 (EMS)	(6) Toughbook Laptop Computers – Repl.	\$27,000.00
1000-131400-5AB117 (EMS)	(1) EMS Ambulance Unit	\$170,000.00

I concur with the above recommendation and further recommend that these purchases be placed on County Council's agenda for their next scheduled meeting on December 14, 2010.

Copy: Larry Porth, Director of Finance/Assistant County Administrator  
Colonel Allan Paavel, Sheriff's Department  
Andre Johnson, Sheriff's Department  
Sylvia Dillon, Sheriff's Department  
Brian Hood, Public Safety/EMS Director

# COUNTY OF LEXINGTON

## Procurement Services

---

MEMORANDUM

(O) 785-8385

(F) 785-2240

**DATE:** December 02, 2010

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

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

**SUBJECT: One (1) CAT 430E Backhoe - Replacement  
Solid Waste Management**

---

We are in receipt of a purchase request for one (1) Backhoe for Solid Waste Management. This replacement Backhoe will be purchased from Blanchard Machinery through the South Carolina State Contract number 4400002341. This equipment has been recommended and approved in accordance with the Fleet Management Policy by Bill Kazmierczak, Fleet Manager.

The total cost including applicable sales tax for this equipment is \$104,753.00.

Funds are appropriated in the following account:

5700-121204-5AB495	(1) CAT 430E Backhoe	\$104,753.00
--------------------	----------------------	--------------

I concur with the above recommendation and further recommend that this purchase be placed on County Council's agenda for their next scheduled meeting on December 14, 2010.

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

# COUNTY OF LEXINGTON

## Procurement Services

---

### MEMORANDUM

(O) 785-8166

(F) 785-2240

**DATE:** November 20, 2010

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

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

**SUBJECT: One (1) 2-WD Chevrolet Tahoe  
Sheriff's Department**

---

We are in receipt of a requisition for the purchase of one (1) 2-WD Chevrolet Tahoe with accessories. The requested vehicle is being purchased from Burns Automotive through South Carolina State Contract #4400002993. This vehicle is recommended and approved in accordance with the Fleet Management Policy by William Kazmierczak, Fleet Manager.

The total cost including applicable sales tax for the vehicle is \$27,369.00.

Funds are appropriated in the following account:

2485-151200-5AA546	One (1) 2-WD SUV with Accessories	\$35,450.00
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I concur with the above recommendation and further recommend that this purchase be placed on County Council's agenda for their next scheduled meeting on December 14, 2010.

Copy: Larry Porth, Director of Finance/Assistant County Administrator  
Chief Keith Kirchner, Assistant Sheriff  
William Kazmierczak, Fleet Manager

# COUNTY OF LEXINGTON

## Procurement Services

---

### MEMORANDUM

(O) 785-8166

(F) 785-2240

**DATE:** November 20, 2010

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

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

**SUBJECT: One (1) 4-WD Chevrolet Tahoe  
Public Works - Administration**

---

We are in receipt of a requisition for the purchase of one (1) 4-WD Chevrolet Tahoe with accessories. The requested vehicle is being purchased from Burns Automotive through South Carolina State Contract #4400002993. This vehicle is recommended and approved in accordance with the Fleet Management Policy by William Kazmierczak, Fleet Manager.

The total cost including applicable sales tax for the vehicle is \$33,253.00.

Funds are appropriated in the following account:

1000-121100-5AB077	One (1) 4-WD SUV with Accessories	\$33,253.00.
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I concur with the above recommendation and further recommend that this purchase be placed on County Council's agenda for their next scheduled meeting on December 14, 2010.

Copy: Larry Porth, Director of Finance/Assistant County Administrator  
John Fechtcl, Director of Public Works/Assistant County Administrator  
William Kazmierczak, Fleet Manager

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	11/09/10	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
✓	✓	✓	✓				Boat Docks
✓	✓	✓	✓				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:**

**23.560 Chart of Buffering **Maximum** 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.



COUNTY OF LEXINGTON, SOUTH CAROLINA

**Community Development**

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

ZONING MAP AMENDMENT APPLICATION # **M10-01**

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

Amicks Ferry Road from the intersection of Three Oak Lane to the intersection of Ballentine Lane; Timberlake Drive from the intersection of Amicks Ferry Road to the intersection of Club Court; and Fairway Ridge Dr.

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

Reason for the request: To change the street classification to be consistent with the surrounding residential area.

**Even though this request will be carefully reviewed and considered, the burden of proving the need for the amendment rests with the applicant.**

Date of Application: 7/14/2010 Applicant: Property Owner  Authorized Agent

Phone #(s): home 803-345-6785 \_\_\_\_\_

Signature: Signature on file Printed Name: George L. Duke

Street/Mailing Address: 637 Webster Pointe Chapin SC 29036

7/14/10	Application Received
8/05/10	Newspaper Advertisement
8/03/10	Notices Mailed

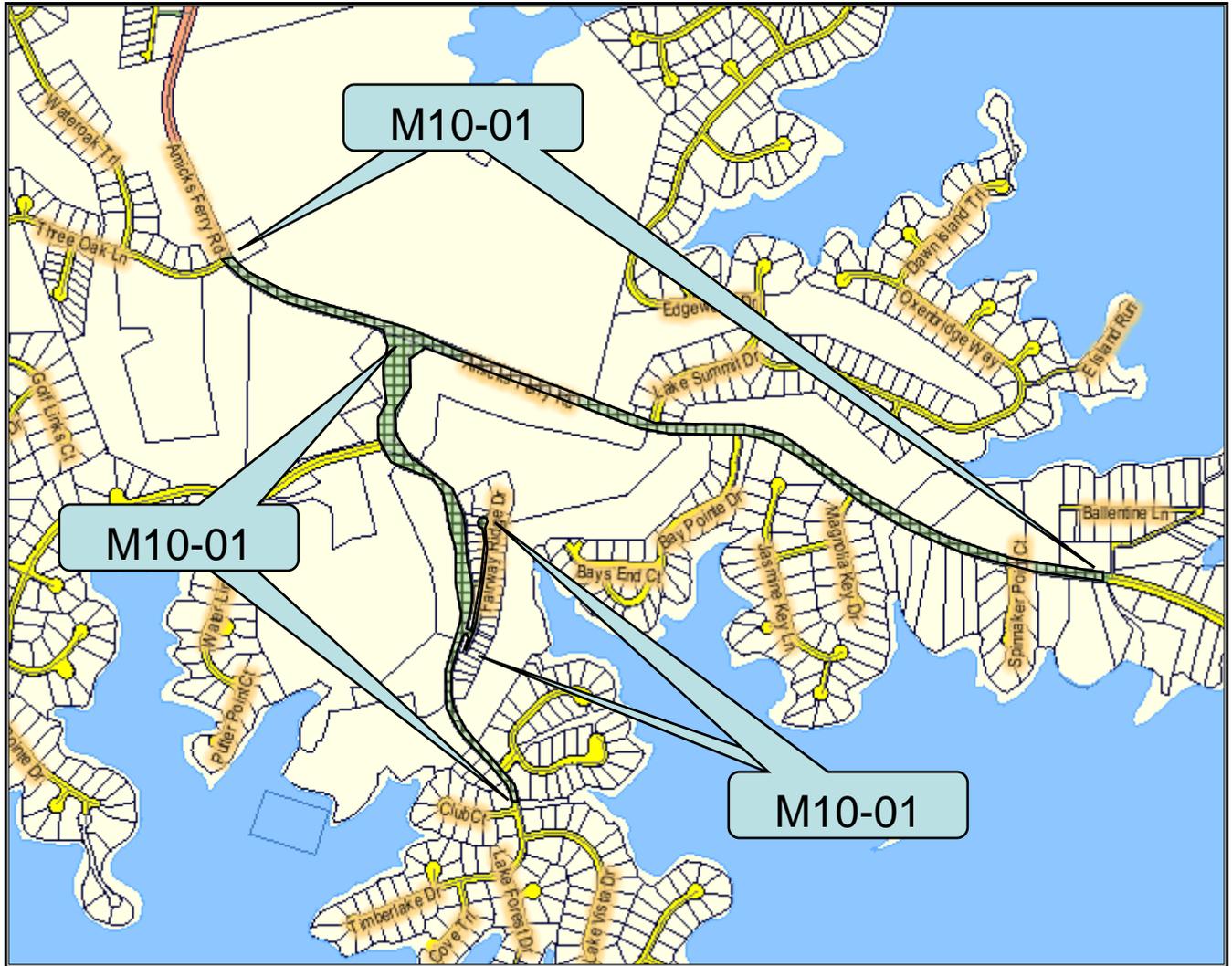
7/14/10	Fee Received
8/09/10	Property Posted
9/16/10	Planning Commission

Planning Commission Recommendation: The Planning Commission recommended denial of the request as submitted and suggested consideration of other Street Classifications available, such as RL6 and RL5, to implement a more creative plan that allows a wider variety of residential development envisioned by the original Timberlake Master Plan. There was also concern expressed for the impact of such a restrictive change in zoning on some of the property values that have evolved under the current zoning.

7/27/10	First Reading	8/24/10	Public Hearing	Second Reading	Third Reading
---------	---------------	---------	----------------	----------------	---------------

Results: \_\_\_\_\_

# Zoning Map Amendment Application M10-01



## ZONING LEGEND

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

# Zoning Map Amendment Application M10-01



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

# Zoning Map Amendment Application M10-01



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

**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(I) thereof, the County Council has made and hereby makes the following findings:

(a) The Project constitutes a “project” as said term is referred to and defined in Section 12-44-30 of the 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 14th day of December, 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

EXECUTION COPY

**FEE AGREEMENT**  
**BETWEEN LEXINGTON COUNTY, SOUTH CAROLINA**  
**AND**  
**ABMA, LLC**  
**DATED AS OF**  
**DECEMBER 14, 2010**

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## **FEE AGREEMENT**

**THIS FEE AGREEMENT** (“Fee Agreement”) is made and entered into as of December 14, 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 December 14, 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 December 14, 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, whether before or after the date of this Fee Agreement, 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 December 14, 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) Investment in 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

## 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

STATE OF SOUTH CAROLINA )  
 )  
COUNTY OF LEXINGTON )

ORDINANCE NO. 10-07

**ORDINANCE NO. 10-07 CONVEYING APPROXIMATELY 90 ACRES OF LAND IN THE SAXE GOTHA INDUSTRIAL PARK.**

WHEREAS, County is the owner in fee simple of that certain tract of unimproved land totaling approximately 90 acres located in the Saxe Gotha Industrial Park, Lexington County, South Carolina, being more particularly described on Exhibit A attached hereto and made a part hereof (the "Property"), all appurtenant rights and easements relating thereto as hereinafter more fully described; and

WHEREAS, **US Real Estate Limited Partnership**, a limited partnership organized under the laws of the State of Texas (the "Company") desires to locate a warehouse/distribution facility containing approximately 1,021,440 square feet of floor area (the "Facility") on the Property; and

WHEREAS, **Amazon.com.dedc, LLC** (the "Tenant") desires to operate the Facility, which will represent a total investment by the Company and the Tenant in real estate, fixtures, and personal property of approximately \$100,000,000 and result in the creation of approximately 1,249 new, full-time jobs (the "Project"), thereby alleviating unemployment and generally providing benefits to the tax base and public welfare of the County; and

WHEREAS, Tenant will enter into an agreement with the Company for the construction and lease of the Facility to Tenant, and Tenant plans to place personal property and fixtures such as machinery, equipment, and office furniture in such Facility; and

WHEREAS, the Company desires to obtain the Property from Lexington County (the "County") in accordance with and pursuant to the terms of the Land Conveyance and Inducement Agreement attached hereto as Exhibit B (the "Agreement"); and

WHEREAS, the County desires to authorize the conveyance of the Property to the Company in order to promote the economic development of the County and to induce the Company and the Tenant to locate the Project and any future expansions in the County, which the County has determined to be of paramount importance to the residents of the County.

NOW, THEREFORE, BE IT ORDAINED by the County Council of Lexington County as follows:

Section 1. The Chairman, or, in his absence, the Vice Chairman, is hereby authorized and directed, in the name and on behalf of the County, to execute the Agreement in substantially the form attached hereto as **Exhibit B**, together with any changes or amendments thereto as may be deemed reasonable or necessary in the discretion of the Chairman, and the Clerk of County Council is hereby authorized to attest the same; and the Chairman is further authorized and directed to deliver the executed Agreement and any authorized amendments thereto to the Company.

Section 2. The Chairman, or, in his absence, the Vice Chairman, is hereby authorized and directed, in the name and on behalf of the County, to execute a deed and such other documents, affidavits and certificates, and the Clerk of County Council is hereby authorized to attest the same, and to deliver such other documents, affidavits, certificates, and deeds to the Company, to convey the Property to the Company at no cost to the Company and to consummate the transactions contemplated by the foregoing Section of this Ordinance, including the right of first refusal contained in the Agreement.

Section 4. All orders, ordinances, resolutions, and parts thereof in conflict herewith are to the extent of such conflict hereby repealed. This ordinance shall take effect and be in full force from and after its third reading by the County Council.

(Signature Page Follows)

**LEXINGTON COUNTY,  
SOUTH CAROLINA**

By: \_\_\_\_\_  
\_\_\_\_\_, Chairman, County  
Council, Lexington County,  
South Carolina

ATTEST:

By: \_\_\_\_\_  
\_\_\_\_\_, Clerk to County Council,  
Lexington County, South Carolina

First Reading:           September 14, 2010  
Second Reading:        \_\_\_\_\_  
Public Hearing:           \_\_\_\_\_  
Third Reading:          \_\_\_\_\_

**Exhibit A**  
**The Property**

**Exhibit B**  
**Land Conveyance and Inducement Agreement**

**Exhibit C**  
**Right of First Refusal Land**

## LAND CONVEYANCE AND INDUCEMENT AGREEMENT

THIS LAND CONVEYANCE AND INDUCEMENT AGREEMENT (this "Agreement") made as of November 15, 2010 (the "Effective Date"), is by and among Lexington County, South Carolina ("County"), US Real Estate Limited Partnership, a Texas limited partnership ("Owner") and Amazon.com.dedc, LLC, a Delaware limited liability company ("Tenant").

### WITNESSETH:

WHEREAS, County is the owner in fee simple of that certain tract of unimproved land totaling approximately 90 acres located in the Saxe Gotha Industrial Park, Lexington County, South Carolina, being more particularly described on **Exhibit A** attached hereto and made a part hereof (the "Land"), all appurtenant rights and easements relating thereto as hereinafter more fully described.

WHEREAS, Tenant desires to operate a warehouse/distribution facility containing approximately 1,021,440 square feet of floor area on the Land representing an investment of at least \$40,000,000, including the value of the Land (the "Facility") and which will, when fully outfitted by Tenant with machinery, equipment, Tenant fixtures, and office equipment, represent a total investment of approximately \$100,000,000 and result in the creation of approximately 1,249 new, full-time jobs.

WHEREAS, Tenant will enter into an agreement with Owner for the construction and lease of the Facility to Tenant and Tenant plans to place personal property and fixtures such as machinery, equipment and office furniture in such Facility.

WHEREAS, Owner desires to obtain from County, and County desires to grant to Owner for lease to Tenant, all of County's right, title and interest to the Property (hereinafter defined), for the purchase price, on the terms and subject to the conditions set forth herein.

WHEREAS, Tenant and Owner (if Owner is a party to such agreement) will enter into a fee in lieu of taxes agreement (the "FILOT Agreement") with the County in order to receive certain tax incentives in connection with the Project (as defined below).

NOW, THEREFORE, for good and valuable consideration received to the full satisfaction of each of them, the parties agree as follows:

1. **Agreement to Buy and Sell the Property; Right of First Refusal.** Upon the terms and subject to the conditions set forth herein, County agrees to sell and convey to Owner at the Closing (as hereinafter defined), and Owner agrees to buy and take from County at the Closing the following:

The Land, together with any and all improvements situated on the Land (the "Improvements"); and all right, title and interest of County, if any, in and to any and all easements running with the Land and appurtenances, strips or gores; all utility capacity and water rights, rights and benefits attributable to the Land; and all rights of ingress and egress

thereto (collectively, the “Additional Interests”).

The Land, Improvements and any Additional Interests described in the preceding paragraph are hereinafter sometimes collectively called the “Property” (the Property and the Facility being collectively referred to as the “Project”).

Subject to an agreement being negotiated, the County agrees to grant a right of first refusal to the Tenant for the land identified on Exhibit D. The terms and conditions of the right of first refusal have not been agreed upon and if agreement is reached shall be documented by an agreement among the County and the Tenant.

2. **Consideration and Payment for the Property.** The Property shall be conveyed to Owner, subject to the Commencement Requirement (as defined below), for One Hundred and No/100 Dollars (\$100.00) payable in cash at Closing, and other good and valuable consideration, including but not limited to Owner’s agreement to construct on the Land the Facility to be leased to Tenant, thereby alleviating unemployment and generally providing benefits to the tax base and public welfare of Lexington County.

3. **Construction and Installation of the Facility.**

(a) Owner agrees to Commence (as defined below) construction of the Facility within six (6) months following the date of Closing (the “Commencement Deadline”), subject to adjustment for Force Majeure Delays as described in Section 3(d). Notwithstanding anything herein to the contrary, in the event Owner fails to Commence construction of the Facility on or before the Commencement Deadline, as adjusted to account for Force Majeure Delays pursuant to Section 3(d) (the “Commencement Requirement”), then the County may elect, as its sole and exclusive remedy, to have the Land revert back to the County, subject to the notice and cure period set forth in Section 3(c) (the “Right of Reverter”). In the event the County exercises its Right of Reverter, there shall be no payments due to the County under Section 4 for failure to satisfy the Minimum Job Requirements. Conclusive evidence of “Commencement of Construction” shall be by the recordation of an affidavit (the “Commencement Affidavit”) in the form of **Exhibit B** attached hereto by Owner stating that Owner commenced physical work on the Property prior to the Commencement Deadline, subject to adjustment for Force Majeure Delays as described in Section 3(d). Upon recordation of the Commencement Affidavit, the Commencement Requirement shall automatically be deemed satisfied and of no further force or effect. “Commence” or “Commencement of Construction” shall be defined for the purposes of this Section 3 as the start of any physical work on the Property, including but not limited to site work, clearing, grubbing and grading.

(b) Owner further agrees to invest Forty Million and No/100 Dollars (\$40,000,000.00) in the Facility (the “Completion Requirement”) within twenty-four (24) months following the date of Closing (the “Completion Deadline”), subject to adjustment for Force Majeure Delays as described in Section 3(d). Upon satisfaction of the Completion Requirement prior to the Completion Deadline, the Owner shall provide written notice to the County attesting to satisfaction of the Completion Requirement (the “Completion Notice”). Satisfaction of the Completion Requirement shall be verified

using the same procedures used to verify the minimum investment requirements under that certain Fee Agreement by and among the County, the Owner, and the Tenant, dated as of December 15, 2010 or by any other reasonable means. Once the information necessary to verify the Completion Requirement is available, the Owner shall give notice to the County that such information is available (the "Verification Notice") and the County shall have forty-five (45) days to respond with any objections it has concerning satisfaction of the Completion Requirement. If the County does not respond with objections within such forty-five (45) day period, the Completion Requirement shall be deemed conclusively verified (a "Conclusive Verification"). In the event that the County does respond with objections but the objections are subsequently resolved to confirm that the Completion Requirement has been satisfied, the County shall then execute an acknowledgment confirming that the Completion Requirement has been satisfied (such acknowledgment also constituting a "Conclusive Verification"). In the event Owner fails to satisfy the Completion Requirement prior to the Completion Deadline, as adjusted to account for Force Majeure Delays as described in Section 3(d), the County, as its sole and exclusive remedy, shall be entitled to receive Five Million and No/100 Dollars (\$5,000,000.00) from the Owner (the "Completion Payment"), subject to the notice and cure period set forth in Section 3(c). Conclusive evidence of satisfaction of the Completion Requirement shall be provided by the recordation of an affidavit (a "Completion Affidavit") in the form of **Exhibit F** attached hereto by Owner stating that the Owner has satisfied the Completion Requirement through the occurrence of any of the following: (i) Conclusive Verification, (ii) the payment of the Completion Payment, or (iii) the County's failure to provide a Failure Notice as required under Section 3(c). Upon recordation of the Completion Affidavit, the Completion Requirement shall automatically be deemed satisfied and of no further force or effect. The obligations of the Owner set forth in this Section 3(b) shall run with the land and be binding upon any subsequent owner of the Property which acquires ownership of the Property prior the recordation of a Completion Affidavit. The County and Owner shall provide record notice of such obligations by recording the Memorandum of Agreement attached hereto as Exhibit G.

(c) In order to exercise its remedies provided in Section 3(a) of this Agreement, the County must give Owner written notice (the "Failure Notice") of Owner's failure to satisfy the Commencement Requirement not later than forty-five (45) days following the expiration of the Commencement Deadline, as the same may be extended as provided in Section 3(d) below (such 45-day period being referred to as the "Notice Period"). If Owner fails to cure said failure within sixty (60) days following Owner's receipt of the Failure Notice, then the County shall be entitled to exercise those remedies set forth in Section 3(a) of this Agreement. If the County fails to deliver to Owner the Failure Notice prior to the expiration of the Notice Period, then the County's remedies set forth in Section 3(a) shall cease and be of no further force or effect. In order to exercise its remedies provided in Section 3(b) of this Agreement, the County must give Owner written notice (the "Failure Notice") of Owner's failure to satisfy the Completion Requirement not later than forty-five (45) days following the expiration of the Completion Deadline, as the same may be extended as provided in Section 3(b) above, or if a Completion Notice has been delivered prior to the Completion Deadline, within forty-five (45) days of delivery of the Verification Notice that follows the Completion Notice

(such 45-day period being referred to as the "Notice Period"). If Owner fails to cure said failure within sixty (60) days following Owner's receipt of the Failure Notice, then the County shall be entitled to exercise those remedies set forth in Section 3(b) of this Agreement. If the County fails to deliver to Owner the Failure Notice prior to the expiration of the Notice Period, then the County's remedies set forth in Section 3(b) shall cease and be of no further force or effect.

(d) For all purposes under this Agreement, "Force Majeure Delays" mean those delays in the performance of Owner's obligations hereunder resulting from causes beyond the reasonable control of Owner, due to strikes or other labor troubles, governmental restrictions, limitations or requirements, war or other national emergency, delay in transportation, accidents, floods, fire, damage or other casualties, adverse weather conditions, including rain and snow, in excess of fifteen (15) calendar days in the aggregate, provided that the Owner is precluded or materially limited from carrying out construction of the Facility as a result thereof, delays by utility companies in bringing utility lines to the Property and other matters not within the reasonable control of Owner. The Commencement Deadline and the Completion Deadline shall be extended for one (1) day for each day of Force Majeure Delays. To notify the County that Force Majeure Delays have caused the extension of the Commencement Deadline or the Completion Deadline, the Owner shall provide written notice to the County of such an extension prior to the date that would have been the Commencement Deadline or the Completion Deadline if not for the Force Majeure Delays. The failure of the Owner to provide such notice shall not, however, invalidate any extension due to Force Majeure Delays or otherwise alter the Commencement Deadline or the Completion Deadline.

4. **Tenant's Minimum Job Requirement.** In consideration for the transfer of the Property to Owner and the tax incentives to be received by the Tenant (and Owner if Owner is a party to such Agreement) pursuant to the FILOT Agreement, Tenant agrees to create at least 1,249 new, full time jobs at the Facility (the "Minimum Job Requirement") within a period (the "Achievement Period") ending on the earlier of (i) December 31, 2013, or (ii) the date the Tenant certifies to the County that these targets have been met (the "Achievement Date"). Tenant's obligations to invest in the Project and the County's remedies for failure by Tenant to invest in the Project shall be exclusively governed by the terms of the Fee Agreement to be entered into among Tenant, Owner, and the County. If the Tenant does not satisfy the Minimum Job Requirement during the Achievement Period, and does not maintain such requirement during a period of five (5) years beginning on the Achievement Date and ending on the fifth anniversary of the Achievement Date (the "Maintenance Period"), which date shall be no later than December 31, 2018, the County may require the Tenant (but not Owner) to pay the County as follows:

(a) If the Tenant creates less than 600 jobs during the Achievement Period, the Tenant shall pay the County \$2,500,000;

(b) If the Tenant creates at least 600 jobs during the Achievement Period but no more than 700 jobs, the Tenant shall pay the County \$1,250,000;

(c) If the Tenant creates at least 700 jobs during the Achievement Period but no more

than 800 jobs, the Tenant shall pay the County \$1,000,000;

(d) If the Tenant creates at least 800 jobs during the Achievement Period but no more than 900 jobs, the Tenant shall pay the County \$750,000;

(e) If Tenant creates at least 900 jobs during the Achievement Period but no more than 1,000 jobs, the Tenant shall pay the County \$500,000;

(f) If the Tenant creates at least 1,000 jobs during the Achievement Period but less than 1,249 jobs, the Tenant shall pay the County \$250,000;

(g) The amounts (if any) payable under scenario's (a) through (f) above, shall be payable within 90 days from the Achievement Date. In the case of scenario's (b) through (f) above, if the Tenant does not maintain during the Maintenance Period the level of jobs created during the Achievement Period, it owes the County the difference between the amount it paid the County under the applicable scenario and the amount that Tenant would have owed based on the reduced level of jobs maintained as provided in scenarios (b) through (f) above.;

(h) If the Tenant creates during the Achievement Period at least 1,249 full-time jobs, Tenant shall not owe the County anything, unless the Tenant fails to subsequently maintain at least 1,000 jobs during the Maintenance Period, in which case the County may require the Tenant (but not Owner) to pay the County as follows:

If jobs drop below 1,000 but never below 900 during the Maintenance Period: \$250,000

If jobs drop below 900 but never below 800 during the Maintenance period: \$500,000

If jobs drop below 800 but never below 700 during the Maintenance Period: \$750,000

If jobs drop below 700 but never 600 during the Maintenance Period: \$1,000,000

If jobs drop below 600 during the Maintenance Period: \$2,500,000

The maintenance requirements under (g) and (h) above will be measured once a year on December 31 during the Maintenance Period (the "Measurement Date"). The Tenant will provide the County within 4 months of each December 31 during the Maintenance Period with a copy of its property tax return and payroll (with any confidential information redacted) as of such December 31. Failure to file shall not be a default under this Agreement until the County shall have given the Tenant a written notice of such failure and the Tenant has failed to file such information within 30 days of receipt of the County's notice of default. The County shall provide the Tenant with a written notice if Tenant does not meet any of the job requirements set forth above and as a result owes an amount under this Section, specifying the amount (the

“Payment Notification”). The Tenant shall then have a period of 30 days from the date of the Payment Notification to submit additional information that it has since the Measurement Date created additional jobs in an amount sufficient to cure such default. Subject to the right to cure set forth in the previous sentence, any payment obligation shall be determined on the Measurement Date and is payable within sixty (60) days from the date of the Payment Notification and any payment due shall be reduced by the cumulative amount of previous payments made under this Agreement. The parties acknowledge and agree that the Tenant shall be solely responsible for the Minimum Job Requirement and any sums owed to the County as set forth herein, and that in no event shall any party look to Owner, or the Project, or any interest of any party therein, to pay or satisfy any amounts payable as set forth herein.

“Job” as used in this Agreement, means a new job that (1) is Full-Time Job, and (2) is entitled to receive a Comprehensive Health Plan.

“Full-Time” means a job requiring a minimum of 35 hours of an employees’ time a week for the entire normal year of company operations or a job requiring a minimum of 35 hours of an employee’s time for a week for a year in which the employee was initially hired for the Project.

“Comprehensive Health Plan” means a health plan that includes health benefits that meet or exceed the benefits of the Savings Plan of the State Health Plan made available to eligible State employees by the State Budget and Control Board, Employee Insurance Program. To qualify as a Comprehensive Health Plan, the Company must pay at least 50% of the premiums and must offer equivalent health care coverage for spouses and dependents of its employees.

5. **Representations and Warranties of County.** County represents and warrants to Tenant and Owner that:

(a) County is, and will be at the Closing, a public body corporate and politic organized and existing under the laws of the State of South Carolina, duly organized, validly existing and in good standing under the laws of the State of South Carolina. The persons executing this Agreement on behalf of County, and County, are duly authorized to so act, and all requisite action has been taken by County to authorize the execution and delivery of this Agreement, the performance by County of its obligations hereunder and the consummation of the transactions contemplated hereby.

(b) County has all necessary power and authority to enter into this Agreement, to perform its obligations hereunder and to consummate the transactions contemplated hereby, without the consent or authorization of, or notice to, any third party, except those third parties from whom such consents or authorizations have been or will be obtained, or to whom notices have been or will be given, prior to the Closing. This Agreement constitutes, and the other documents and instruments to be delivered by County pursuant hereto when delivered will constitute, the legal, valid and binding obligations of County, enforceable against County in accordance with their respective terms.

(c) To the best of the County’s knowledge, the Property is in compliance in all respects with all applicable laws, ordinances and regulations of proper public authorities, and County has no notice or actual knowledge of any violation, whether actual, claimed or alleged

thereof, and the present maintenance, operation and use of the Property does not violate any environmental, zoning, subdivision, building or similar law, ordinance, code, regulation or governmental permit affecting the Property.

(d) There is no litigation, proceeding or action pending or threatened against or relating to County or the Property or any portion thereof, at law or in equity, which might materially and adversely affect County or the Property or any portion thereof or which questions the validity of this Agreement or any action taken or to be taken by County pursuant hereto before or by any federal, state, municipal or other governmental court, department, commission, board, bureau, agency or instrumentality, domestic or foreign.

(e) Neither the execution of this Agreement nor the consummation of the transactions contemplated hereby will, in any material respect, constitute a violation of or be in conflict with or constitute a default under any term or provision of any agreement, instrument or lease to which County is a party.

(f) County owns or will own at the time of Closing good, valid and marketable fee simple absolute title in the Property, subject to zoning ordinances and regulations, other governmental statutes and ordinances, general real estate tax liens not yet due and payable, and such easements, covenants, conditions, reservations and restrictions of record. County further represents and warrants to Owner that the Property will be transferred to Owner free and clear of any management, service or other contractual obligations, other than those disclosed to and approved in writing by Owner.

(g) From the date of execution of this Agreement through the date of Closing, County shall continue to maintain the Property in its present condition.

(h) To the best of County's knowledge, during the period that County has owned the Property, there has been no storage, production, transportation, disposal, treatment or release of any solid waste, hazardous waste, toxic substance, or any other pollutants or contaminants (hereinafter collectively referred to as "Pollutants") on or in the Property. County has complied with all applicable local, state or federal environmental laws and regulations. To the best of County's knowledge, there are no wells, underground storage tanks, covered surface impoundments or other sources of environmental Pollutants or contaminants on the Property.

(i) To the best of County's knowledge, there is no pending or threatened condemnation or similar proceedings affecting the Property.

(j) There is no business license or similar recurring fee for the privilege of doing business in the County due and payable by the Tenant or Owner to the County.

(k) No annexation is required as a condition to the provision of any utilities to the Property and Facility.

(l) The Property is in an unincorporated area of the County and not located within or

adjacent to the boundaries of any municipality.

(m) Other than fees for building and construction permits, the County confirms that there are not any fees or charges known to the County that would be payable by the Tenant or Owner to the County in connection with any permit, approval, or consent which may be required from the County in connection with the Property or Facility, other than as otherwise set forth herein.

(n) The Property is zoned for the Tenant's intended present and contemplated future uses as a distribution facility, which are permitted uses on the Property, and the Tenant will not be required to obtain any additional zoning or land use related approvals from the County (other than subdivision approval and any approval required by the restrictive covenants) in order to utilize the Property as proposed by the Tenant. To the extent that any such approvals are required, the County agrees to use its best commercially reasonable efforts to cause such approvals to be issued or obtained on a fast-track and timely basis.

(o) The County represents and warrants that no ad valorem taxes are levied or assessed against the Property by the city, county, state or any other taxing authority, and therefore no apportionment of taxes between County and Owner shall be necessary. With respect to any "rollback taxes" due under S.C. Code Ann §12-43-220(d) as a result of the change in use of the Property, the County represents and warrants that no rollback taxes are due as a result of the ownership of the Property by the County.

(p) The County represents and warrants that there is no income or ordinary operating expenses for or pertaining to the Property, including, but not limited to, public utility charges, maintenance and service charges, and therefore no apportionment of these expenses between County and Owner shall be necessary.

All of the representations and warranties set forth in this Section 5 shall be deemed renewed by County on the Closing Date as if made at such time and shall survive the closing of the transactions contemplated hereby.

6. **Conditions to Closing.**

(a) Owner's obligations under this Agreement are expressly conditioned upon the occurrence of the following events:

(i) Owner shall be satisfied with the condition and title of the Property; and

(ii) execution of that certain Industrial Lease Agreement (the "Lease") by and between the Owner and the Tenant for the Project which lease agreement must provide that all incentives provided by the County to the Project must inure to the benefit of the Tenant;

(b) County's obligations under this Agreement are expressly conditioned on

the occurrence of the following events:

- (i) execution of the Lease between Tenant and the Owner for the Project which lease agreement must provide that all incentives provided by the County to the Project must inure to the benefit of the Tenant; and
- (ii) execution of a FILOT Agreement between the County and Tenant (and Owner, if so elected by Owner); and
- (iii) approval of a \$2,500,000 Set Aside Fund by the State of south Carolina in favor of the County.

7. **Deliveries.**

(a) County shall deliver the following to Owner at or prior to the Closing:

(i) County shall execute and deliver to Owner or Owner's nominee, at or prior to Closing, a good and sufficient limited warranty deed dated the same date as this Agreement, in the form attached hereto as **Exhibit C** (the "Deed"), conveying good, marketable and insurable fee simple title to the Property to Owner or its nominee, subject only to such easements, covenants, conditions, reservations and restrictions of record and the Commencement of Construction Requirement; provided that the Deed shall provide that said condition shall terminate and be of no further force or effect upon the recordation of an affidavit by Owner that Commencement of Construction has occurred.

(ii) Duly executed ordinance and evidence of a public hearing held in accordance with South Carolina law adopted by its Council authorizing the execution and delivery of this Agreement by County, the performance by County of its obligations hereunder and the consummation of the transactions contemplated hereby, in such form as Owner deems necessary or desirable, in its discretion reasonably exercised;

(iii) Duly executed ordinance and evidence of a public hearing held in accordance with South Carolina law adopted by its Council authorizing the execution and delivery of a FILOT Agreement by County and the performance of its obligations thereunder in such form as the Tenant and Owner (if the Owner is a party to such agreement) have agreed to with the County; and

(iv) Such other documents and instruments as are required by the Title Company and/or customary in a South Carolina real estate closing.

(b) Owner shall deliver the following to the County at or prior to Closing:

(i) A certificate executed by Owner and Tenant evidencing that a lease agreement between Owner and Tenant has been executed; and

(ii) Such other documents as are reasonably required and customary in a South Carolina real estate Closing.

(c) Tenant shall deliver the following to the County at or prior to Closing:

(i) An executed copy of the FILOT Agreement signed by Tenant (and Owner if Owner so elects);

(ii) A certificate executed by Owner and Tenant evidencing that a lease agreement between Owner and Tenant has been executed; and

(iii) Such other documents as are reasonably required and customary in a South Carolina real estate closing.

8. **Due Diligence Period.** For a period commencing on the Effective Date and ending on the Closing Date (the "Due Diligence Period"), Owner shall be permitted to conduct a complete physical inspection of the Property, complete due diligence on the Property and review all materials to be provided by County and the Title Company to Owner or reasonably requested hereunder. If the inspection conducted pursuant to this paragraph shows any condition to exist in the Property that is unacceptable to Owner, or if Owner determines for any other reason that the Property is unacceptable or unsuitable for Owner's purposes, in Owner's sole discretion, then Owner shall be entitled, as its sole remedy, to terminate this Agreement by providing written notice of termination to County prior to the expiration of the Due Diligence Period, whereupon this Agreement shall be terminated and thereafter neither County nor Owner shall have any continuing rights or obligations hereunder. In no event shall the County be required to clear title to the Property or correct the condition of the Property as a result of Owner's inspection unless caused by the County.

9. **Closing Date.** Unless the Owner otherwise agrees in writing, the transaction contemplated hereby shall be closed (the "Closing") not later than December 15, 2010 (the "Closing Date"), subject to the provisions hereof.

10. **Closing Costs.** Tenant will pay all reasonable costs of the County, including attorneys fees, incurred in connection with the authorization, execution and delivery of this Agreement. Owner shall pay for (i) the Title Policy, (ii) any recording costs, (iii) survey costs, (iv) the premium for any special endorsements, including with limitation the "shortages in area" deletion, (v) the cost of any and all state or local area or personal property transfer taxes, fees or other charges relating to the transfer of the Property; (vi) any escrow fees charged by the Title Company, and (vii) fees and expenses of its attorneys.

11. **Breach of Agreement.**

(a) The failure by Tenant to create the jobs set forth herein shall entitle the County to the exclusive and limited remedy against the Tenant only expressly set forth in Section 4 hereof. Owner shall in no circumstance be liable to the County for any investment or job creation requirements set forth herein, other than the reversion of the Property as set forth in Section 3 hereof, and in no event shall any party look to Owner, or the Project, or any interest of any party

therein, to pay or satisfy any amounts payable as set forth herein. Except for the reversion of the Property set forth in Section 3 hereof, the County shall in no circumstance have the right to terminate this Agreement and receive back the Property following the date of Closing.

(b) In the event that County fails to timely comply with all conditions, covenants and obligations hereunder, or if the representations and warranties of County contained herein are untrue, such failure or misrepresentation shall be an event of default by County and Tenant and/or Owner shall be entitled to (i) terminate this Agreement by providing written notice to County and the other party, and/or (ii) exercise any rights or remedies as may be available to Tenant and/or Owner at law or in equity.

12. **Notices.** All notices, demands or other communications of any type given by the County to the Owner, or by the Owner to the County, whether required by this Agreement or in any way related to the transaction contracted for herein, shall be void and of no effect unless given in accordance with the provisions of this Section 12. All notices shall be in writing and delivered to the person to whom the notice is directed, either in person, by overnight delivery service, facsimile with confirmed receipt, or by mail as a registered or certified item, return receipt requested. Notices delivered by mail shall be deemed given upon the date when deposited in a post office or other depository under the care or custody of the United States Postal Service, enclosed in a wrapper with proper postage affixed, and notices delivered by other means shall be effective when received by the party to whom the same is addressed, and such notices shall be addressed as follows:

County: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
Telephone: \_\_\_\_\_  
Fax: \_\_\_\_\_

Tenant: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
Telephone: \_\_\_\_\_  
Fax: \_\_\_\_\_

With a copy to: Edward G. Kluiters  
Haynsworth Sinkler Boyd, P.A.  
1201 Main Street, Suite 2200  
Columbia, SC 29201  
Telephone: (803) 779-3080  
Fax: (803) 765-1243

Owner: US Real Estate Limited Partnership  
9830 Colonnade Blvd., Suite 600  
San Antonio, TX 78230  
Attn: David Buck  
Telephone: (210) 641-8484

Fax: (210) 641-8425

With copy to: USAA Real Estate Company  
9830 Colonnade Blvd., Suite 600  
San Antonio, TX 78230  
Attn: Randal Seewald  
Telephone: (210) 641-8405  
Fax: (210) 641-8415

With copy to: Stephen L. Golden  
Drenner & Golden Stuart Wolff, LLP  
300 Convent Street, Suite 2600  
San Antonio, Texas 78205  
Telephone: (210) 745-3700  
Fax: (210) 745-3737

13. **Miscellaneous.**

(a) This Agreement shall not be effective or binding upon the parties hereto and shall constitute a revocable offer by Owner to purchase the Property from County on the terms and conditions set forth herein until such time as at least one counterpart of this Agreement has been fully executed by County.

(b) County and Owner each represents and warrants to the other that such party has had no dealing with any real estate broker or agent so as to entitle such broker or agent to any commission in connection with the sale of the Property to Owner, which representations and warranties shall survive the closing of the transactions contemplated hereby. Owner hereby indemnifies and agrees to hold the County harmless from any loss, liability, damage, cost or expense (including reasonable attorneys' fees) resulting to the County by reason of any brokerage fees or claims by brokers, arising out of any agreement entered into by the Owner in connection with the Property. Notwithstanding anything to the contrary contained herein, the indemnity set forth in this subparagraph 13(b) shall survive Closing.

(c) The parties shall execute and deliver such further documents and instruments of conveyance, sale, assignment, transfer or otherwise, and shall take or cause to be taken such other or further action, as either party shall reasonably request at any time or from time to time in order to effectuate the terms and provisions of this Agreement.

(d) This Agreement shall be construed and interpreted in accordance with the laws of the State of South Carolina, and venue shall be in Lexington County, South Carolina. Where required for proper interpretation, words in the singular shall include the plural; the masculine gender shall include the neuter and the feminine, and vice versa. The terms "successors and assigns" shall include the heirs, administrators, executors, successors and permitted assigns, as applicable, of any party hereto. Time is of the essence in this Agreement in all respects.

(e) This Agreement may be executed in multiple counterparts, each of which shall be deemed an original but all of which taken together shall constitute one and the same instrument.

(f) Notwithstanding anything herein to the contrary, if the final date of any period, any date of performance or any deadline date which is set forth in this Agreement falls on a Saturday, Sunday or federal legal holiday, then such date shall be extended to the next following date which is not a Saturday, Sunday or federal legal holiday.

(g) This Agreement may not be modified or amended, except by an agreement in writing signed by the County and the Owner. The parties may waive any of the conditions contained herein or any of the obligations of the other party hereunder, but any such waiver shall be effective only if in writing and signed by the party waiving such conditions and obligations.

(h) In the event it becomes necessary for either party to file a suit to enforce this Agreement or any provisions contained herein, the prevailing party shall be entitled to recover, in addition to all other remedies or damages, reasonable attorneys' fees and costs of court incurred in such suit.

(i) The descriptive headings of the several paragraphs contained in this Agreement are inserted for convenience only and shall not control or affect the meaning or construction of any of the provisions hereof.

(j) This Agreement (and the items to be furnished in accordance herewith) constitutes the entire agreement between the parties pertaining to the subject matter hereof and supersedes all prior and contemporaneous agreements and understandings of the parties in connection therewith. No representation, warranty, covenant, agreement or condition not expressed in this Agreement shall be binding upon the parties hereto or shall affect or be effective to interpret, change or restrict the provisions of this Agreement.

(k) Notwithstanding anything to the contrary in that certain Development Agreement (the "Development Agreement") of even date herewith by and between Owner and Tenant, (i) Tenant hereby unconditionally accepts and approves this Agreement as the Underlying Contract, as defined therein, and (ii) hereby waives any rights or objections it may have, hereinbefore or hereinafter, under Article 3 of the Development Agreement with respect to this Agreement as the Underlying Contract.

(l) The Tenant joins in this Agreement for the limited purpose of establishing such rights and obligations as may expressly apply to the Tenant under the following Sections: 1, 4, 5, 7, 10(a), 11, 12, and the provisions of this Section 13 and 14. The Tenant shall only be a party to this Agreement so long as the Lease by and between Owner and Tenant is in full force and effect. Owner joins in this Agreement for the limited purpose of establishing such rights and obligations as may expressly apply to the Owner under the following Sections: 1, 2, 3, 5, 6, 7, 8, 9, 10, 11, 12, and the provisions

of this Section 13.

(m) Subject to the terms of the Lease limiting the Tenant's right to assign, the Tenant may assign all or any portion of its rights under this Agreement and the Lease to an affiliate of Tenant without the prior written consent of the County provided that the assignee shall assume the obligations of the Tenant to the extent of the interest assigned or leased and shall continue the facility as a distribution center. Such assignment shall not relieve Tenant of any of its obligations under this Agreement. An affiliate shall be any corporation, partnership, or entity which directly controls, is controlled by, or is under common control with such party.

(n) Owner may assign all or any portion of its rights under this Agreement to a transferee of the Property without the prior written consent of the County provided that the assignee shall assume the obligations of the Owner to the extent of the interest assigned. Such assignment shall not relieve Owner of any of its obligations under this Agreement.

14. **Blue Laws.** The County agrees to use its best efforts to adopt an ordinance suspending the application of the County's "blue laws" pursuant to S.C. Code Ann §53-1-160, or any other method as permitted by law.

IN WITNESS WHEREOF, the parties hereto have signed this Agreement as of the date set forth above.

Witness

COUNTY:

**LEXINGTON COUNTY,  
SOUTH CAROLINA**

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

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

TENANT:

Tenant hereby joins in the execution of this Agreement for the limited purpose of confirming the rights and obligations of Tenant expressly conferred upon it herein

**AMAZON.COM.DEDC, LLC**

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

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

OWNER:

Owner hereby joins in the execution of this Agreement for the limited purpose of confirming the rights and obligations of Owner expressly conferred upon it herein

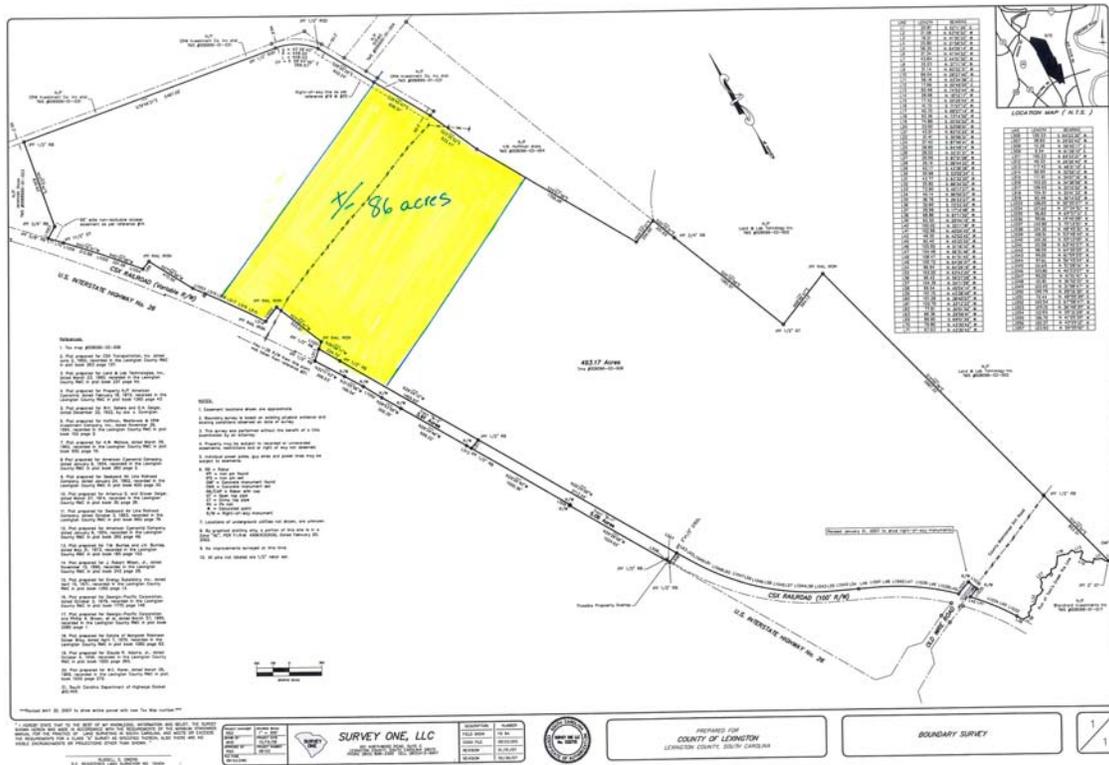
**US REAL ESTATE LIMITED PARTNERSHIP,**  
a Texas limited partnership

By: USAA REAL ESTATE COMPANY, a  
Delaware Corporation, its General Partner

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

By: \_\_\_\_\_  
Name: David J. Buck  
Title: Managing Director

# EXHIBIT A PROPERTY





**EXHIBIT C**

STATE OF SOUTH CAROLINA                    )  
  )  
COUNTY OF LEXINGTON                    )       DEED OF REAL PROPERTY  
  )       (LIMITED WARRANTY)

THIS DEED, executed the \_\_\_\_\_, 2010, by LEXINGTON COUNTY, SOUTH CAROLINA (hereinafter referred to as "Grantor") to US REAL ESTATE LIMITED PARTNERSHIP, a Texas limited partnership (hereinafter referred to as "Grantee"), whose mailing address is 9830 Colonnade Blvd., Suite 600, San Antonio, Texas 78230.

WITNESSETH:

IN CONSIDERATION of One Hundred and No/100 (\$100.00) Dollars and other good and valuable consideration, the receipt and sufficiency of which is acknowledged by Grantor, Grantor has granted, bargained, sold and released, and by this Deed grants, bargains, sells and releases, subject to the reservations and conditions set forth below, to Grantee, Grantee's heirs and assigns, the following real property (the "Property"):

SEE EXHIBIT "A" ATTACHED

THIS conveyance is made subject only to Grantee commencing the construction of a distribution facility on the Property within six (6) months following the date hereof, subject to force majeure. If Grantee fails to commence construction of a distribution facility on the Property within six (6) months following the date hereof, Grantor may elect to have the Property revert back to Grantor. Conclusive evidence of commencement of construction shall be by the recordation of an affidavit (the "Affidavit") by Grantee that it has commenced physical work on the Property and that such work commenced no later than six (6) months following the date hereof. Following recordation of the Affidavit, this conveyance shall be subject only to the requirement of commencement of construction.

TOGETHER with all and singular rights, members, hereditaments and appurtenances belonging or in any way incident or appertaining thereto;

TO HAVE AND TO HOLD the Property, together with all and singular the rights and appurtenances thereto in anywise belonging unto said Grantee; and Grantor does hereby bind Grantor and Grantor's successors to WARRANT AND FOREVER DEFEND all and singular the Property unto said Grantee, against every person whomsoever claiming or to claim the same or any part thereof, by, through, or under Grantor, but not otherwise.

IN WITNESS WHEREOF, Grantor has caused this Deed to be executed the day and year first above written.

Signed, sealed and delivered  
in the presence of:

\_\_\_\_\_

\_\_\_\_\_  
Witness

\_\_\_\_\_(SEAL)

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

Its: \_\_\_\_\_

\_\_\_\_\_  
Witness

STATE OF SOUTH CAROLINA )

)

COUNTY OF LEXINGTON )

I, \_\_\_\_\_, Notary Public for the State of \_\_\_\_\_, do hereby certify that \_\_\_\_\_, its \_\_\_\_\_ of \_\_\_\_\_ personally appeared before me this day and acknowledged the due execution of the foregoing instrument.

Subscribed to and sworn before me this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

\_\_\_\_\_(L.S.)

Notary Public

My Commission Expires:

EXHIBIT A TO DEED OF REAL PROPERTY  
LEGAL DESCRIPTION



**EXHIBIT E**  
**[RESERVED]**





Agreement, to which Agreement reference is made for the full agreement between the parties.

(b) This Memorandum of Temporary Transfer Restriction is executed for the purpose of recordation in order to give notice of certain terms, provisions and conditions of the Agreement and is not intended, and shall not be construed, to define, limit or modify the Agreement.

(c) In addition to those terms referred to hereinabove, the Agreement contains numerous other terms, covenants and conditions, and notice is hereby given that reference should be made to the Agreement directly with respect to the details of such terms, covenants and conditions. In the event of any conflict between the provisions of this instrument and the Agreement, the provisions of the Agreement shall control.

IN WITNESS WHEREOF, this Memorandum of Temporary Transfer Restriction has been executed as of the date first above written.

Signed, sealed and delivered  
in the presence of:

LEXINGTON COUNTY

\_\_\_\_\_  
Witness

\_\_\_\_\_(SEAL)

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

Its: \_\_\_\_\_

\_\_\_\_\_  
Witness

US REAL ESTATE LIMITED  
PARTNERSHIP, a Texas limited  
partnership

By: USAA REAL ESTATE COMPANY, a  
Delaware Corporation, its General  
Partner

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

David J. Buck  
Managing Director



EXHIBIT A TO MEMORANDUM OF AGREEMENT  
LEGAL DESCRIPTION

**ORDINANCE**

**AN ORDINANCE AUTHORIZING THE EXECUTION AND DELIVERY OF A FEE AGREEMENT BETWEEN LEXINGTON COUNTY, SOUTH CAROLINA AND AMAZON.COM.DEDC, LLC AND US REAL ESTATE LIMITED PARTNERSHIP; AND MATTERS RELATING THERETO.**

**WHEREAS**, Lexington County (the “County”), a public body corporate and politic under the laws of the State of South Carolina has, by an Inducement Resolution adopted on November 18, 2010 (the “Resolution”), taken official action to identify the project (as defined below) for purposes of applicable fee-in-lieu of taxes statutes and otherwise;

**WHEREAS**, the County desires to enter into a fee agreement (the “Fee Agreement”) with **Amazon.com.dedc, LLC** and **US Real Estate Limited Partnership** (the “Company”), which shall provide for payments of fees-in-lieu of taxes for a project qualifying under the provisions of Title 12, Chapter 44 of the Code of Laws of South Carolina 1976, as amended (the “Act”);

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

**WHEREAS**, Lexington County Council (the “County Council”) has caused to be prepared and presented to the County Council for its consideration the proposed Fee Agreement between the County and the Company, a copy of which is attached hereto as Exhibit A, and the County Council desires to authorize the execution and delivery of the Fee Agreement to the Company;

**WHEREAS**, as further inducement to the Company, the Project Site has been included in an existing Multi-County Industrial Park (the “MCIP”) under the provisions of Article VIII, Section 13 of the Constitution of the State of South Carolina of 1895, as amended (the “State Constitution”), and Section 4-1-170 of the Code of Laws of South Carolina, 1976, as amended (collectively, the “MCIP Law”);

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

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

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

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

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

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

(d) It is anticipated that the cost of planning, designing, acquiring, constructing and completing the Project will require expenditures of not less than \$2.5 million;

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

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

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

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

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

**Section 4.** The consummation of all transactions contemplated by the Fee Agreement and a multi-county industrial park agreement are hereby approved.

**Section 5.** This Ordinance shall be construed and interpreted in accordance with the laws of the State of South Carolina.

**Section 6.** 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 7.** All orders, resolutions, ordinances and parts thereof in conflict herewith are, to the extent of such conflict, hereby repealed and this Ordinance shall take effect and be in full force from and after its passage and approval.

**DONE, RATIFIED AND ADOPTED** this \_\_\_\_\_ day of \_\_\_\_\_, 2010.

**LEXINGTON COUNTY, SOUTH CAROLINA**

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

ATTEST:

By: \_\_\_\_\_  
Diana W. Burnett  
Clerk to Lexington County Council

First Reading: \_\_\_\_\_  
Second Reading: \_\_\_\_\_  
Public Hearing: \_\_\_\_\_  
Third Reading: \_\_\_\_\_

Exhibit A  
Fee Agreement

**FEE AGREEMENT**  
**AMONG LEXINGTON COUNTY, SOUTH CAROLINA;**  
**US REAL ESTATE LIMITED PARTNERSHIP;**  
**AND**  
**AMAZON.COM.DEDC, LLC**  
**DATED AS OF**  
**DECEMBER 15, 2010**

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**[Update when Fee Agreement is finalized.]**

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## **FEE AGREEMENT**

**THIS FEE AGREEMENT** (“Fee Agreement”) is made and entered into as of December 15, 2010 by and among **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; **US REAL ESTATE LIMITED PARTNERSHIP**, a Texas limited partnership (the “Owner”); and **AMAZON.COM.DEDC, LLC**, a Delaware limited liability company (the “Tenant”) (the Owner and Tenant referred to herein collectively sometimes as 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 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 November 18, 2010 (the “Inducement Resolution”) the County committed to enter into a fee agreement with the Company; and

**WHEREAS**, pursuant to an Ordinance adopted on December 14, 2010 (the “Ordinance”), as an inducement to the Company to develop the Project, the County Council authorized the County to enter into the Fee Agreement; and

**WHEREAS**, the Project is currently located in a Multi-County Industrial and Business Park, and the County has agreed to ensure that the Project remains in a Multi-County Industrial and Business Park for the duration of this Fee Agreement.

**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.

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

#### **SECTION 1.3. *Definitions.***

**"Act"** means Title 12, Chapter 44, Code of Laws of South Carolina 1976, as 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 in accordance with Section 11.12 hereof. The Act shall be applied as modified by Act 290 of the 2009-2010 Session of the South Carolina General Assembly to the extent permitted by law and not inconsistent with the terms of this Fee Agreement.

**"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”** shall have the meaning set forth in the recitals to this Agreement.

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

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

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

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

**“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 December 15, 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.

**“Improvements”** shall mean all improvements on the Land constituting real property and/or owned by the Owner, including buildings, building additions, roads, sewer lines, and infrastructure, together with any and all additions, fixtures, accessions, replacements, and substitutions thereto or therefor used or to be used in the County for the purposes described in Section 4.1.

**“Inducement Resolution”** shall mean the Resolution of the County Council adopted on November 18, 2010, committing the County to enter into the Fee Agreement.

**“Infrastructure”** shall mean infrastructure serving the Project, including the Improvements, to the maximum extent permitted by Section 12-44-70 of the Act, as amended by Act 290 of the 2009-2010 Session of the South Carolina General Assembly. To the extent necessary to offset Infrastructure Credits under this Agreement, Infrastructure shall first be deemed to include real property, notwithstanding any presumptions otherwise provided by law, to the extent allowed by law.

**“Infrastructure Credit”** shall mean any infrastructure credits provided to the Company pursuant to Section 12-44-70 of the Act and/or Title 4, Chapter 29, Code of Laws of South Carolina 1976, as amended, and this Fee Agreement.

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

**“Land”** means the land identified on Exhibit A hereto, together with all and singular the rights, members, hereditaments, and appurtenances belonging or in any way incident or appertaining thereto.

**“Lease”** means that certain Lease Agreement pertaining to the Real Property by and between the Owner and Tenant executed on \_\_\_\_\_.

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

**“Multi-County Industrial and Business Park Agreement”** shall mean the Multi-County Industrial and Business Park Agreement dated December 11, 1995 and all amendments thereto between the County and Calhoun County. [County: Please confirm and provide copies of MCIP documents.]

**“Ordinance”** means the Ordinance adopted by the County on December 14, 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.

**“Personal Property”** means all machinery, apparatus, equipment, fixtures, office facilities, furnishings, and other personal property, together with additions thereto, replacements thereof, and substitutions therefor, to the extent such property becomes a part of the Project under this Fee Agreement.

**“Project”** shall mean all Real Property and Personal Property in the County that the Owner and the Tenant determine to be necessary, suitable, or useful for the purposes that Section 4.1 describes, and that is first placed in service in calendar year 2010 or thereafter. The parties agree that the Project shall consist of such property identified by the Owner or the Tenant in connection with their annual filing with the DOR of a SCDOR PT-300, or such comparable form, and with such schedules as the DOR may provide in connection with projects subject to the Act (as such filing may be amended or supplemented from time to time) for each year within the Investment Period.

**“Real Property”** shall mean the Land and the Improvements, together with additions thereto, replacements thereof, and substitutions therefor, to the extent such property becomes a part of the Project under this Fee Agreement.

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

“**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.

## 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 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, and the Project is located in a Multi-County Industrial and Business Park.

(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.

(i) The Real Property is not and will not become subject to rollback taxes.

**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 accordance with Section 11.12 hereof in connection with the Project including but not limited to the execution, delivery and performance of its obligations in the Documents and in accordance with the Act, all for the purposes of promoting industrial development, developing trade, and utilizing and employing the manpower and natural resources of the County and the State. Except as reasonably believed to be required by the County in the performance of its duties under statute or law, the County will take no action with respect to the Project unless authorized or requested to do so by the Company in accordance with Section 11.12.

(b) Upon receipt of a written request from the Company in accordance with Section 11.12 hereof, the County agrees to consider any request the Company may make for an extension of the Investment Period in accordance with and up to the limits permitted under Section 12-44-30(13) of the Act. Such extension may be provided by a resolution of County Council. Upon the granting of any such extension the County agrees to cooperate with the Company by filing

with the DOR a copy of such extension within 30 days of the date of execution thereof by the County. Such extension may be provided by a resolution of County Council.

(c) The County agrees to ensure that the Project remains in a Multi-County Industrial and Business Park for the duration of this Fee Agreement.

**SECTION 3.3. *Representations and Warranties of Owner.*** Owner makes the following representations and warranties to the County:

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

(b) Neither the execution and delivery of this Fee Agreement, nor the consummation and performance of the transactions described in this Fee Agreement 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 Owner 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 Owner with respect to which the Owner knows that an unfavorable decision, ruling or finding would adversely affect Owner's consummation of the transactions described in this Fee Agreement.

(d) All consents, authorizations and approvals required on the part of Owner in connection with this Fee Agreement and the transactions contemplated hereby and the Owner's participation in the acquisition, construction and installation of the Project have been obtained and remain in full force and effect or will be obtained.

(e) This Fee Agreement shall be a legal, valid and binding obligation of Owner enforceable against Owner in accordance with the respective terms contained herein, except as such terms may be limited by laws affecting creditors' rights generally.

**SECTION 3.4. *Representations and Warranties of Tenant.*** Tenant makes the following representations and warranties to the County:

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

(b) Neither the execution and delivery of this Fee Agreement, nor the consummation and performance of the transactions described in this Fee Agreement 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 Tenant 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 Tenant with respect to which Tenant knows that an unfavorable decision, ruling or finding would adversely affect Tenant's consummation of the transactions described in this Fee Agreement.

(d) All consents, authorizations and approvals required on the part of Tenant in connection with this Fee Agreement and the transactions contemplated hereby and the Tenant's participation in the acquisition, construction and installation of the Project have been obtained and remain in full force and effect or will be obtained.

(e) This Fee Agreement shall be a legal, valid and binding obligation of Tenant enforceable against Tenant in accordance with the respective terms contained herein, except as such terms may be limited by laws affecting creditors' rights generally.

(f) The cost of the Project is anticipated to be approximately \$100,000,000, and the Project is anticipated to result in the creation of approximately 1,249 new, full-time jobs.

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

#### **ARTICLE IV**

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

**SECTION 4.1. *The Project.*** The Tenant intends to operate the Project as a "project" within the meaning of the Act as in effect on the date hereof. The Tenant intends to operate the Project as a warehouse/distribution facility, and for such other purposes that the Act permits as the Tenant may deem appropriate.

The Owner shall lease the Real Property, including the Improvements constructed by Owner, to the Tenant pursuant to the Lease. Notwithstanding any other provision of this Fee Agreement, the Tenant may place personal property into service at any time under this Fee Agreement.

Pursuant to the Act, the Owner and the County hereby agree that the property comprising the Project and listed on the Owner's annual PT-300S (or successor form) shall be economic development property as defined under the Act, so long as such property meets the requirements of the Act.

Pursuant to the Act, the Tenant and the County hereby agree that the property comprising the Project and listed on the Tenant's annual PT-300S (or successor form) shall be economic development property as defined under the Act, so long as such property meets the requirements of the Act.

**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 Agreement with respect to all or 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 I, Section 3 of the South Carolina Constitution and/or the MCIP Provision, the Project is exempt from ad valorem property taxes. However, the Owner shall be required to make, or cause the Tenant to make pursuant to the Lease, the Payments-in-Lieu-of-Taxes with respect to the Real Property as provided in this Section 5.1 or the MCIP Provision. The Tenant shall be required to make the Payments-in-Lieu-of-Taxes with respect to the Personal Property as provided in this Section 5.1 or the MCIP Provision. The Owner shall have no liability whatsoever for the Payments-in-Lieu-of-Taxes owed with respect to the Personal Property, unless and until it becomes the owner of such Personal Property.

In accordance with the Act, and unless this Fee Agreement is sooner terminated, the Owner and the Tenant shall make, or cause to be made, their respective 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) Except with respect to any portion removed from the Fee Agreement in accordance with the procedures described herein, the Owner and the Tenant have agreed to make, or cause to be made, 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 290.184 mills.

The fair market value for the property will be calculated as set forth below in accordance with Section 12-44-50(A)(1)(c) of the Act:

- (i) if real property is constructed for the fee or is purchased in an arm's length transaction, the fair market value of real property is determined by using the original income tax basis for South Carolina income tax purposes without regard to depreciation; otherwise the property must be reported at its fair market value for ad valorem property taxes as determined by appraisal. The fair market value estimate established for the first year of

the fee remains the fair market value of the real property for the life of the fee; and

- (ii) fair market value for personal property is determined by using the original 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.

In addition, the Tenant may elect to use an alternative FILOT arrangement under Section 12-44-50(A)(3) of the Act with respect to the Project based on an alternative payment method yielding a net present value equal to the net present value of the fee schedule as otherwise calculated in accordance with the procedure set forth herein. The net present value calculation must use a discount rate equivalent to the yield in effect for new or existing 20-year United States Treasury bonds as published during the month in which this Fee Agreement is executed.

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

(c) The Owner and the Tenant shall make, or cause to be made, their respective Payments-in-Lieu-of-Taxes for each year during the term hereof beginning with the tax year following the year 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.

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

- (e) Intentionally deleted.

(f) Although the Tenant expects that the investment in the Project will total approximately \$100,000,000, it is possible that the Project will qualify for the “Enhanced Investment” definition in Section 12-44-30(7) of the Act, which requires, among other alternatives, an investment of \$150,000,000 and the creation of at least 125 new, full-time jobs. If the Project qualifies as an Enhanced Investment, the Company and the County agree to reduce the assessment ratio from 6% to 4% for purposes of calculating Payments-in-Lieu-of-Taxes under this Fee Agreement, extend the Investment Period by three years, and extend the Fee Term by ten years with respect to each Stage. In the event that the Project qualifies as Enhanced Investment but fails to maintain the requirements necessary to qualify as an Enhanced Investment, the assessment ratio shall be increased to 6% on a prospective basis.

The Owner, Tenant, and the County hereby agree that, in accordance with state law, the aggregate investment of the Owner and the Tenant shall be included in calculating the investment level for purposes of determining whether the Project is an Enhanced Investment, and the Owner and the Tenant may add investments to the Project for this purpose to the maximum extent permitted by law. However, Tenant must satisfy the job creation requirements for purposes of that determination without regard to Owner’s employees.

(g) The Owner, Tenant, and the County acknowledge that the Owner and the Tenant each have a right to elect to remove all or a portion of their respective investments in the Real Property and the Personal Property owned by each from this Fee Agreement at any time, in which case the property thereby removed from this Fee Agreement would be subject to payments-in-lieu-of-taxes provided for in the MCIP Provision and would not be subject to Payments-in-Lieu-of-Taxes under this Fee Agreement. If any investments by either the Owner or the Tenant continue to be subject to Payments-in-Lieu-of-Taxes under this Fee Agreement or payments-in-lieu-of-taxes provided for in the MCIP Provision, the cost of such investments without regard to depreciation shall be included in the calculation of the investment level for purposes of the Enhanced Investment determination. In addition, if the Owner or the Tenant elects to remove all or a portion of their respective investment from this Fee Agreement, then in any year in which the Project qualifies as an Enhanced Investment such that the investment would be subject to a 4% assessment ratio under this Fee Agreement, the County agrees to provide the Owner or Tenant, as applicable, with an Infrastructure Credit equal to one-third of the payments-in-lieu-of-tax due under the MCIP Provision with respect to such investments; provided, however, that the total amount of all Infrastructure Credits on an aggregate basis may not in any case exceed the Company’s investment in Infrastructure.

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

(a) In any instance where the Owner or the Tenant determines, in its sole discretion, that any item or items of property owned by the Owner or the Tenant, respectively, and included in the Project have become, in whole or in part, inadequate, obsolete, worn out, unsuitable, undesirable or unnecessary, the Owner or the Tenant, as applicable, may remove such item (or such portion thereof as the Owner or the Tenant may 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 but subject to any applicable requirements or limitations under the Lease. The loss or removal from the Project of any property, or any portion thereof, as

a result of fire or other casualty or by virtue of the exercise or threat of the power of condemnation or eminent domain shall be deemed to be a disposal of such property, or portion thereof, pursuant to this Section 5.2. Subject to the provisions of Section 5.1(d) and this Section 5.2 with respect to Replacement Property, the Payments-in-Lieu-of-Taxes required by Section 5 hereof shall be reduced by the amount thereof applicable to any property included in the Project, or part thereof, disposed of, or deemed disposed of, pursuant to this Section 5.2. In the event that such disposal (without replacement) reduces the Company's gross investment below \$75,000,000, then the Project shall revert to ad valorem taxation prospectively, and this Fee Agreement shall terminate pursuant to Section 12-44-140 of the Act. In the event that such disposal (without replacement) disqualifies the Project as an Enhanced Investment, such disposal shall be subject to Section 5.1(f), if applicable.

(b) The Owner or the Tenant may, in their sole discretion, replace, renew or acquire and/or install other property in substitution for, any or all property or portions thereof owned by the Owner or the Tenant, as applicable, and 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 Owner or the Tenant of their options to terminate pursuant to Section 10.1 hereof.

**SECTION 5.4. *Minimum Investment.*** If the Owner and the Tenant do not reach an investment of \$75,000,000 at the Project (taking into account all assets of the Project, including those not subject to the payments under Section 5.1 hereof, and without regard to depreciation) during the Investment Period, the Fee Agreement shall terminate prospectively as to the Owner and the Tenant, and the Tenant shall, within 90 days of the end of the Investment Period, make payment to the County of the difference between the Payments-in-Lieu-of-Taxes actually made with respect to the Personal Property and ad valorem taxes that would have been due and owing with respect to the Personal Property.

If the Company reaches an investment of at least \$75,000,000 but less than \$90,000,000, the assessment ratio on the Personal Property shall be increased prospectively and retroactively to 7%, and the Company shall make such retroactive payment to the County within 90 days of the end of the Investment Period.

If the Company reaches an investment of at least \$90,000,000, the assessment ratios for the Real Property and Personal Property shall be determined as provided in Section 5.1 of this Fee Agreement.

**SECTION 5.5. Multi-County Industrial and Business Park.** The Project is located in the Multi-County Industrial and Business Park established pursuant to the Multi-County Industrial and Business Park Agreement. The County hereby agrees to exercise its best efforts to ensure that the Project remains in the Multi-County Industrial and Business Park (or another Multi-County Industrial and Business Park) at all times for the duration of this Fee Agreement. **[Confirm inclusion of property based on County documents.]**

## 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 Tenant 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 upon its execution and delivery by the parties hereto unless a later date is specified herein.

## ARTICLE VIII

### SPECIAL COVENANTS

**SECTION 8.1. Indemnification Covenants.**

(a) The Tenant shall and agrees to hold the County and its County Council members, officers, agents, and employees harmless from all pecuniary liability in connection with the fulfillment of its or their obligations under this Fee Agreement and in the implementation and administration of the terms and provisions of the documents after the date of execution thereof but only in case such liability is incurred as a result of a request by the Company for a modification, assignment, or a termination of the Fee Agreement by the Company, or as a result of a bankruptcy of the Company or a default by the Company under the terms of this Fee Agreement. The Tenant shall also indemnify the County for any liability or damages as a result of any actions of the Tenant for which the County must defend or is determined to be liable.

(b) 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.***

(a) The County hereby waives all rights it may have under Section 12-44-120 of the Act to consent or otherwise restrict the Owner's rights to assign its interests in this Fee Agreement, and the County waives all rights to consent or otherwise restrict the Owner's rights to assign, lease, transfer, or finance the Real Property.

(b) The County hereby waives all rights it may have under Section 12-44-120 of the Act to consent or otherwise restrict the Tenant's rights to assign its interests in this Fee Agreement, and the County waives all rights to consent or otherwise restrict the Tenant's rights to assign, lease, transfer, or finance the Personal Property, but only to any affiliate(s) of Tenant. An affiliate shall be any corporation, partnership, or entity which directly controls, is controlled by, or is under common control with the Tenant. The County consents, to the maximum extent allowed by the Act, for financing purposes, to: (a) any sale, transfer, disposition or assignment of the Fee Agreement, whether in whole or in part, by the Tenant, or any transferee or assignee of the Tenant; (b) the transfer or assignment of security or other interests in any or all of the Tenant's interests in the property subject to the Fee Agreement; or (c) the lease or sublease of any property subject to the Fee Agreement by the Tenant, or any transferee or assignee of the Tenant. It is understood that the FILOT is being given for the benefit of the Owner and the Tenant. Any assignment without the consent of the County will result in the termination of any benefits of this Fee Agreement unless specifically approved by County Council, by prior approval or subsequent ratification.

(c) The County further agrees that, if future County consent is required by the Act, the County Council can provide any such consent by a resolution of County Council. The County Administrator and the Clerk to County Council are hereby expressly individually and jointly authorized and directed to evidence the County's consent by timely executing such documents as the Company may reasonably request. Further, for the purposes of this Fee Agreement and as noted in Article 5 herein, 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 the Fee Agreement in whole or in part or a basis for changing the fee payments

due under Section 12-44-50 of the Act. If County consent is required under this Section and/or the Act, the County agrees to give expedient consideration to any such request for consent within 30 days of the date of such request, and the County will not unreasonably withhold its consent.

## **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 Owner shall fail to make any Payment-in-Lieu-of-Taxes or any other amount required under this Fee Agreement and such failure shall continue for 30 days after receiving written notice of default from the County;

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

(c) If the Owner, Tenant, or the County shall fail to observe or perform any covenant, condition or agreement required herein to be observed or performed (other than as referred to in Section 9.1(a) or Section 9.1(b) hereof), and such failure shall continue for a period of 30 days after written notice of default has been given to the party so failing to observe or perform; provided if by reason of “force majeure” as hereinafter defined, the party so failing to observe or perform 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 party so failing to observe or perform 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

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

**SECTION 9.2. *Remedies on Default.*** Whenever any Event of Default shall have happened and be subsisting the Owner, Tenant, or County, as applicable, 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 non-performing party 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 the Act relating to the enforced collection of taxes. The parties hereto agree and acknowledge, however, that no liens shall attach to the Real Property for the purpose of securing amounts owed under this Fee Agreement with respect to the Personal Property, and no liens shall attach to the Personal Property for the purpose of securing amounts owed under this Fee Agreement with respect to the Real Property, except as may exist with respect to Tenant's repayment obligations pursuant to Section 5.1(f) where such repayment obligations may relate to savings on Payments-in-Lieu-of-Taxes owed with respect to the Real Property. It is expressly agreed by the parties that the County's remedy for failure by the Owner to invest or the Tenant to invest or create jobs under this Fee Agreement is limited to the provisions of Article V hereof.

**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 Owner, Tenant, or County and thereafter waived by any other party to this Fee Agreement, such waiver shall be limited to the particular breach so waived and shall not be deemed to waive any other breach.

## ARTICLE X

### OPTION OF THE COMPANY

**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 Owner may terminate this Fee Agreement with respect to the entire Real Property or any portion thereof; provided, however, that the prior written consent of the Tenant to any such termination by the Owner hereunder shall be required during any period in which the Lease is in full force and effect. Upon termination of all or part of this Fee Agreement with respect to the Real Property, the Owner will become liable for payments-in-lieu-of-taxes under the MCIP Provision on the Real Property or such portion thereof beginning with the property tax year following such termination.

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 Tenant may terminate this Fee Agreement with respect to the entire Personal Property, or any portion thereof. Upon termination of all or part of this Fee Agreement with respect to the Personal Property, the Tenant will become liable for payments-in-lieu-of-taxes under the MCIP Provision on the Personal Property or such portion thereof beginning with the property tax year following such termination.

## ARTICLE XI

### MISCELLANEOUS

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

If to the Owner: US Real Estate Limited Partnership  
c/o USAA Real Estate Company  
9830 Colonnade Blvd., Suite 600  
San Antonio, Texas 78230-2239  
Attn: David J. Buck, Managing Director

With A Copy To: US Real Estate Limited Partnership  
c/o USAA Real Estate Company  
9830 Colonnade Blvd., Suite 600  
San Antonio, Texas 78230-2239  
Attn: Chief Legal Officer

If to the Tenant: (name) \_\_\_\_\_  
(title) \_\_\_\_\_  
(address) \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
Facsimile: \_\_\_\_\_

With A Copy To: Edward G. Kluiters  
Haynsworth Sinkler Boyd, P.A.  
P.O. Box 11889  
Columbia, SC 29211-1889  
Facsimile: 803-765-1243

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

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

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

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

**SECTION 11.3. *Invalidity and Severability.*** In the event that the Act or the Payments-in-Lieu-of-Taxes arrangement described in Section 5.1 hereof is determined to be invalid in its entirety, the parties hereby agree that except as the final judicial decision may otherwise require, the Owner and the Tenant 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.

To the extent necessary to effectuate the intentions set forth in the preceding paragraph, the County agrees that in case the incentives described herein are found to be invalid or otherwise does not provide the Company with the economic benefit it is intended to receive from the County as an inducement to locate in the County, the savings lost as a result of such invalidity will be considered as additional Infrastructure Credits (in addition to any other Infrastructure Credits explicitly provided herein), and the County will provide such additional Infrastructure Credits against all Payments-in-Lieu-of-Taxes under this Fee Agreement and/or payments-in-lieu-of-taxes under the MCIP Provision made or to be made by the Company equal to the amount that the Company would have saved if the incentives described herein had been valid, to the maximum extent permitted by law. However, the total amount of all Infrastructure

Credits on an aggregate basis may not in any case exceed the Company's investment in Infrastructure.

**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 federal or state holiday, such payment shall be made on the next business day.

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

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

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

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

**SECTION 11.9. *Filings.*** Whenever the County shall be required to file or produce any reports, notices or other documents during the Fee Term, the Owner or the Tenant 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 Owner or the Tenant, as applicable, that such document is accurate.

**SECTION 11.10. *Headings.*** The headings of the articles and sections of this Fee Agreement are inserted for convenience only and shall not be deemed to constitute a part of this Fee Agreement.

**SECTION 11.11. *Further Assurance.*** From time to time the County agrees to execute and deliver to the Owner or the Tenant such additional instruments as the Owner or the Tenant may reasonably request to effectuate the purposes of this Fee Agreement.

**SECTION 11.12. *Consents, Approvals, Authorizations, Elections and Requests by the Company.*** Whenever this Fee Agreement refers to a consent, approval, authorization, election or request made by the Company, the County shall require the authorized signature of both the Owner and the Tenant to accept such a consent, approval, authorization, election or request; provided, however, that the Owner may choose to authorize the Tenant to perform such consents, approvals, authorizations, elections or requests on its behalf by delivering to the County a copy

of an instrument signed by the Owner providing the Tenant with such authority, either in a specific circumstance or in a general category of situations as may be detailed therein.

(Signature Page Follows)

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

**LEXINGTON COUNTY, SOUTH CAROLINA**

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

**ATTEST:**

\_\_\_\_\_  
Diana W. Burnett  
Clerk, Lexington County Council

**US REAL ESTATE LIMITED PARTNERSHIP,**  
a Texas limited partnership

By: USAA REAL ESTATE COMPANY, a  
Delaware Corporation, its General Partner

By: \_\_\_\_\_  
David J. Buck  
Managing Director

**AMAZON.COM.DEDC, LLC**

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

Its: \_\_\_\_\_

**Exhibit A**

**Land**

**[Insert legal description and tax map number(s).]**

STATE OF SOUTH CAROLINA )  
 )  
COUNTY OF LEXINGTON )

ORDINANCE NO. 10-09

**SUSPENDING THE APPLICATION OF THE WORK PROHIBITIONS CONTAINED IN CHAPTER 1 OF TITLE 53 PURSUANT TO SECTION 53-1-160 OF THE CODE OF LAWS OF SOUTH CAROLINA, 1976, AS AMENDED, COMMONLY KNOWN AS BLUE LAWS, AND OTHER MATTERS RELATING THERETO.**

WHEREAS, the provisions of Chapter 1 of Title 53 of the Code of Laws of South Carolina, 1976, as amended (the “Code”) prohibit the engagement in work, labor, or ordinary business on Sundays prior to 1:30 p.m., subject to numerous exceptions and exemptions; and

WHEREAS, Section 53-1-160(A) of the Code also provides that a county governing body may, by ordinance, suspend the application of Sunday work prohibitions contained in Chapter 1 of Title 53 of the Code; and

WHEREAS, Lexington County Council (“Council”), the governing body of Lexington County (“County”), in order to foster a competitive, pro-business environment in the County, has determined to provide an express suspension of the application of Sunday work prohibitions contained in Chapter 1 of Title 53 of the Code pursuant to Section 53-1-160(A) of the Code; and

WHEREAS, Council has determined that such a suspension of Sunday work prohibitions contained in Chapter 1 of Title 53 of the Code is essential to the operation of businesses in the County; and that it will promote a healthy and competitive local economy, preserve existing jobs and encourage the creation of new jobs.

**NOW, THEREFORE, BE IT ORDAINED BY LEXINGTON COUNTY COUNCIL, THE GOVERNING BODY OF LEXINGTON COUNTY, SOUTH CAROLINA, IN A MEETING DULY ASSEMBLED, AS FOLLOWS:**

Article I

Suspension of Sunday Work Prohibitions

Section 1.01 Suspension of Prohibitions

Pursuant to the authorization contained in Section 53-1-160(A) of the Code, Council by this ordinance suspends the application in the County of the Sunday work prohibitions contained in Chapter 1 of Title 53 of the Code.

Article II

Miscellaneous

Section 2.01 Severability

If any provision of this Ordinance shall be deemed unlawful or otherwise ineffective, the remaining provisions of this Ordinance shall remain in full force and effect.

Section 2.02 Time Effective

This Ordinance shall take effect upon third reading.

**DONE IN A MEETING ASSEMBLED** on the \_\_\_\_ day of \_\_\_\_\_, 2010.

\_\_\_\_\_  
Chairman, Lexington County Council

ATTEST:

\_\_\_\_\_  
Diana W. Burnett  
Clerk to Council

First Reading: \_\_\_\_\_, 2010

Second Reading: \_\_\_\_\_, 2010

Third Reading: \_\_\_\_\_, 2010

Document not available at this time.