

**AGENDA**  
**LEXINGTON COUNTY COUNCIL**  
**Committee Meetings**  
**Tuesday, July 26, 2011**  
**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 Shack - Economic Development - Chuck Whipple, Director and Tracy McMillan, Central SC Alliance Project Manager
- (2) Approval of Minutes - Meeting of June 14, 2011.....A
- (3) Old Business/New Business
- (4) Adjournment

**1:00 p.m. - 1:10 p.m. - Planning & Administration**

- (1) Zoning Map Amendment M11-02 - Crockett Road - 2<sup>nd</sup> Reading - Community Development – Bruce Hiller, Development Administrator .....B
- (2) Approval of Minutes - Meeting of June 14, 2011.....C
- (3) Old Business/New Business - Landscaping for Detention Ponds
- (4) Adjournment

**1:10 p.m. - 1:15 p.m. - Justice**

- (1) Donation of Vehicles to Gaston Police Department - Sheriff's Department - Colonel Allan Paavel.....D
- (2) Old Business/New Business
- (3) Adjournment

**1:15 p.m. - 1:30 p.m. - Health & Human Services**

- (1) Resolution R11-06 - All Natural Hazards Risk Assessment and Hazard Mitigation Plan for the Central Midlands Region of South Carolina Resolution (Goal 2) - Central Midlands Council of Government - Wayne Shuler, AICP, Regional Planning Manager and Tom Collins, Emergency Response Coordinator ..... E
- (2) 2011 Local Emergency Management Performance Grant (LEMPG) Award - PS/Emergency Preparedness - Tom Collins, Emergency Response Coordinator ..... F
- (3) 2011 Local Emergency Management Performance Grant (LEMPG) Supplemental

- Application - PS/Emergency Preparedness - Tom Collins, Emergency Response  
Coordinator .....G
- (4) Old Business/New Business
- (5) Adjournment

**1:30 p.m. - 2:40 p.m. - Public Works**

- (1) S-48, Columbia Avenue, Local Public Agency Administration (LPAA)(Goal 2) - Public Works - John Fechtel, Director .....H
- (2) Revenue Sources for Flooding Issues (Goal 2) - Public Works - John Fechtel, Director ..... I
- (3) Green is Good for Business Conference Co-Sponsorship (Goal 2) - Public Works - Synithia Williams, Environmental Coordinator.....J
- (4) Summer Celebration of Water - Public Works - Synithia Williams, Environmental Coordinator .....K
- (5) Approval of Minutes - Meeting of June 14, 2011..... L
- (6) Old Business/New Business - Traffic Congestion, Alternate Material for Road Swells, New Road - Corley Mill/Riverchase, Flooding Issues-Kinley Creek Criteria, Stormwater Land Development Manual Chapter 7
- (7) Adjournment

**2:40 p.m. - 2:45 p.m. - Airport**

- (1) Approval of Minutes - Meeting of June 14, 2011.....M
- (2) Old Business/New Business
- (3) Adjournment

**2:45 p.m. - 2:55 p.m. - Solid Waste**

- (1) DHEC Solid Waste Management Grant Award (Goal 2) - Solid Waste Management - Dave Eger, Director.....N
- (2) DHEC Solid Waste Used Oil Grant Award (Goal 2) - Solid Waste Management - Dave Eger, Director.....O
- (3) DHEC Solid Waste Used Tire Grant Award (Goal 2) - Solid Waste Management - Dave Eger, Director..... P
- (4) Approval of Minutes - Meeting of June 14, 2011.....Q
- (5) Old Business/New Business
- (6) Adjournment

**2:55 p.m. - 4:15 p.m. - Committee of the Whole**

- (1) S. C. Association of Counties (SCAC) Overview of Programs and Services and Legislative Update - S.C. Carolina Association of Counties - Tim Winslow, Attorney
- (2) Approval of Minutes - Meetings of June 14, 2011 .....R
- (3) Possible Executive Session if Time Permits
- (4) Old Business/New Business - Local Contractors Procurement
- (5) Adjournment

## **GOALS**

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

### **Economic Development**

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

### **Justice**

S. Davis, Chairman  
B. Keisler, V Chairman  
F. Townsend, III  
B. Banning  
J. Kinard

### **Public Works**

T. Cullum, Chairman  
B. Keisler, V Chairman  
B. Matthews  
B. Banning, Sr.  
J. Kinard

### **Solid Waste**

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

### **Planning & Administration**

J. Jeffcoat, Chairman  
S. Davis, V Chairman  
B. Matthews  
B. Banning, Sr.  
J. Kinard

### **Health & Human Services**

J. Jeffcoat, Chairman  
D. Summers, V Chairman  
F. Townsend, III  
B. Keisler  
J. Kinard

### **Airport**

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

### **Committee of the Whole**

J. Kinard, Chairman  
B. Banning, Sr., V Chairman  
F. Townsend, III  
S. Davis  
D. Summers  
B. Keisler  
J. Jeffcoat  
B. Matthews  
T. Cullum

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

**Tuesday, July 26, 2011**

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

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

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

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

**Call to Order/Invocation**

**Pledge of Allegiance**

**Presentation of the South Carolina Law Enforcement Officers Association (SCLEOA)  
Lifetime Achievement Award (Sheriff Metts) by Harry Stubblefield, SCLEOA President**

**Chairman's Report**

**Presentation of Resolutions**

- (1) Vasa W. Cate, MD presented by Councilman Smokey Davis
- (2) James I. Shealy presented by Councilman Bobby Keisler
- (3) William E. Stilwell, Jr. presented by Councilman Bobby Keisler

**Administrator's Report**

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

**Resolutions..... S**

- (1) Carol R. Metts
- (2) S. Lyman Whitehead
- (3) Reagan Hendrix
- (4) National Water Quality Month

**Appointments ..... T**

**Bids/Purchases/RFPs**

- (1) Architectural and Engineering Services for the Renovation of the Former DSS Facility/New Sheriff's Training Facility and County Coroner's Office Relocation, and County Records Storage Renovation .....U
- (2) Cayce Magistrate HVAC Replacement - Building Services..... V
- (3) Partial Roof Replacement on Summary Court Building - Building Services .....W

(4) Request for Approval to Utilize Request for Qualifications Process for the 911 Communications Center .....	X
(5) Housing Rehabilitation Project at 928 Saint Matthews Road - Community Development .....	Y
(6) Lexington County Community Housing Development Organization (CHDO) Rental Housing Request for Professional Services - Community Development.....	Z
(7) One (1) Dodge Durango (4X4) Replacement - Coroner's Office .....	1
(8) Bulk Deliveries of Unleaded Gasoline and Diesel Fuel (Term Contract) - Fleet Services.....	2
(9) Fleet Vehicle Replacements - Fleet Services/Motor Pool.....	3
(10) Five (5) Automated Stretchers, (4) Stair-Pro Chairs, and Accessories (Sole Source) - Public Safety/EMS .....	4
(11) Life-Stat Cardiopulmonary Resuscitators Model #1008 (Sole Source) - Public Safety/EMS .....	5
(12) Philips MRX Cardiac Monitors with Capnography (Sole Source) - Public Safety/EMS.....	6
(13) Elbert Taylor Road Project - Public Works.....	7
(14) Sheriff's Department Uniforms - Term Contract - Sheriff's Department.....	8
(15) Hydraulic Compactor Replacements (Sole Source) - Solid Waste Management .....	9
(16) One (1) Utility Tractor with Bush Hog - Solid Waste Management.....	10
(17) Delinquent Tax Notice Posting (Sole Source) - Treasurer/Delinquent Tax.....	11
<b>Approval of Minutes of June 14, 2011 .....</b>	<b>12</b>

**Ordinances**

(1) Ordinance 11-09 - An Ordinance Authorizing, Pursuant to Sections 4-1-170 and 4-1-175 of the S.C. Code of Laws, the Execution and Delivery of a Special Source Revenue Credit Agreement Between Lexington County, SC and S2P, LLC; and Matters Relating Thereto - 2 <sup>nd</sup> Reading .....	13
(2) Ordinance 11-11 - An Ordinance Authorizing, Pursuant to Sections 4-1-170 and 4-1-175 of the S.C. Code of Laws, the Execution and Delivery of a Special Source Revenue Credit Agreement Between Lexington County, SC and Van Buren Farms, LLC; and Matters Relating Thereto - 2 <sup>nd</sup> Reading .....	14
(3) Ordinance 11-12 - An Ordinance Authorizing, Pursuant to Sections 4-1-170 and 4-1-175 of the S.C. Code of Laws, the Execution and Delivery of a Special Source Revenue Credit Agreement Between Lexington County, SC and Severt & Sons Produce Columbia, Inc.; and Matters Relating Thereto - 2 <sup>nd</sup> Reading.....	15
(4) Ordinance 11-13 - An Ordinance Authorizing, Pursuant to Sections 4-1-170 and 4-1-175 of the S.C. Code of Laws, the Execution and Delivery of a Special Source Revenue Credit Agreement Between Lexington County, SC and North Fork Properties, LLC; and Matters Relating Thereto - 2 <sup>nd</sup> Reading .....	16
(5) Ordinance 11-14 - An Ordinance to Approve the Conveyance of Property from the County of Lexington to Eau Clair Cooperative Health Centers - 2 <sup>nd</sup> Reading.....	17

**Committee Reports**

**Planning & Administration, J. Jeffcoat, Chairman**

- (1) Zoning Map Amendment M11-02 - Crockett Road - 2<sup>nd</sup> Reading - Tab B

**Justice, S. Davis, Chairman**

- (1) Donation of Vehicles to Gaston Police Department - Tab D

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

- (1) Resolution R11-06 - All Natural Hazards Risk Assessment and Hazard Mitigation Plan for the Central Midlands Region of South Carolina Resolution - Tab E
- (2) 2011 Local Emergency Management Performance Grant (LEMPG) Award - Tab F
- (3) 2011 Local Emergency Management Performance Grant (LEMPG) Supplemental Application - Tab G

**Public Works, T. Cullum, Chairman**

- (1) Green is Good for Business Conference Co-Sponsorship - Tab J
- (2) Summer Celebration of Water - Tab K

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

- (1) DHEC Solid Waste Management Grant Award - Tab N
- (2) DHEC Solid Waste Used Oil Grant Award - Tab O
- (3) DHEC Solid Waste Used Tire Grant Award - Tab P

**Budget Amendment Resolutions**

**5:45 - 6:00 - Public Safety/Fire Service Awards**

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

- (1) Solid Waste/Processing Facility Application #11-01 .....18
- (2) Ordinance 11-10 - An Ordinance to Provide for Reappointment and Re-establishment of Nine Defined Single-Member Election Districts in the Election of Lexington County .....19
- (3) Ordinance 11-09 - An Ordinance Authorizing, Pursuant to Sections 4-1-170 and 4-1-175 of the S.C. Code of Laws, the Execution and Delivery of a Special Source Revenue Credit Agreement Between Lexington County, SC and S2P, LLC; and Matters Relating Thereto - Tab 13
- (4) Ordinance 11-11 - An Ordinance Authorizing, Pursuant to Sections 4-1-170 and 4-1-175 of the S.C. Code of Laws, the Execution and Delivery of a Special Source Revenue Credit Agreement Between Lexington County, SC and Van Buren Farms, LLC; and Matters Relating Thereto - Tab 14
- (5) Ordinance 11-12 - An Ordinance Authorizing, Pursuant to Sections 4-1-170 and 4-1-175 of the S.C. Code of Laws, the Execution and Delivery of a Special Source Revenue Credit Agreement Between Lexington County, SC and Severt & Sons Produce Columbia, Inc.; and Matters Relating Thereto - Tab 15

- (6) Ordinance 11-13 - An Ordinance Authorizing, Pursuant to Sections 4-1-170 and 4-1-175 of the S.C. Code of Laws, the Execution and Delivery of a Special Source Revenue Credit Agreement Between Lexington County, SC and North Fork Properties, LLC; and Matters Relating Thereto - Tab 16
- (7) Ordinance 11-14 - An Ordinance to Approve the Conveyance of Property from the County of Lexington to Eau Clair Cooperative Health Centers - Tab 17

**OLD BUSINESS/NEW BUSINESS**

**EXECUTIVE SESSION/LEGAL BRIEFING**

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

**ADJOURNMENT**

**MISSION:**

**Provide quality services to our citizens at a reasonable cost.**

**VISION:**

**Planned growth for our communities with abundant opportunities for all in a quality environment.**

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



COUNTY OF LEXINGTON, SOUTH CAROLINA

**Community Development**

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

ZONING MAP AMENDMENT APPLICATION # **M11-02**

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

121 Crockett Road, Columbia SC 29212

Zoning Classifications: (Current) D (Development) (Proposed) RA (Recreational/Agricultural)

TMS#: 001800-07-023 Property Owner: Jo-Ann B. Wilhelm & Nancy R. Fitzgerald

Reason for the request: To allow indoor pole vaulting and mentoring of young athletes.

**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: 5/13/2011 Applicant: Property Owner  Authorized Agent

Phone #(s): cell 803-315-5998 \_\_\_\_\_

Signature: Signature on file Printed Name: Rusty Shealy

Street/Mailing Address: 121 Crockett Road, Columbia SC 29212

5/13/2011	Application Received
6/9/2011	Newspaper Advertisement
6/9/2011	Notices Mailed

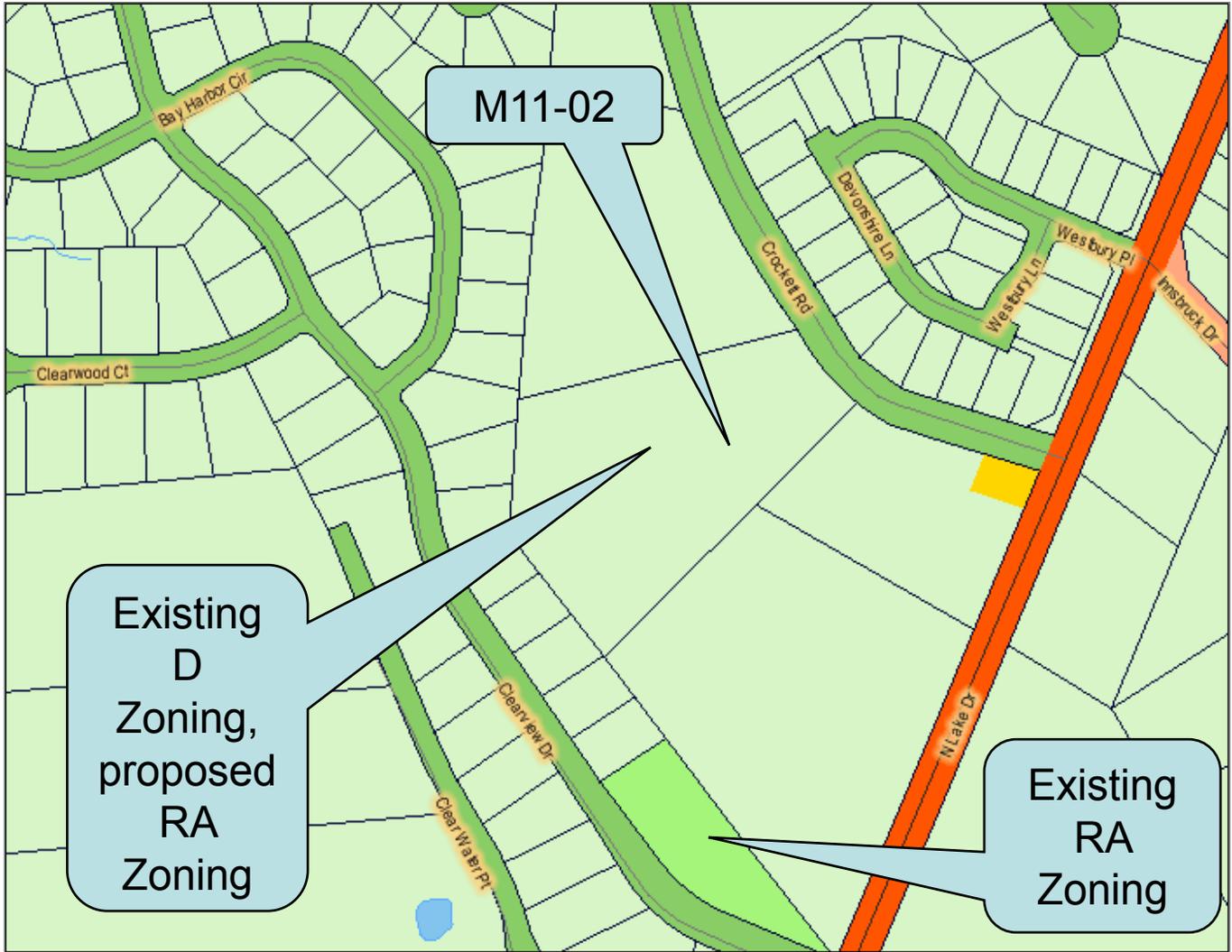
05/13/2011	Fee Received
6/9/2011	Property Posted
7/21/2011	Planning Commission

Planning Commission Recommendation: Recommend approval by a vote of 7-0

6/14/11	First Reading	6/28/11	Public Hearing	Second Reading	Third Reading
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Results: \_\_\_\_\_

# Zoning Map Amendment Application M11-02



## 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 M11-02



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

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



*Lexington County Sheriff's Department*

*Administrative Bureau*

## **MEMORANDUM**

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

**FROM:** Colonel Allan Paavel

**DATE:** July 10, 2011

**RE:** Donation of Vehicles to Gaston Police Department

Chief Pat Regalis, of the Gaston Police Department, has requested the Lexington County Sheriff's Department donate two of our dead lined patrol vehicles to his agency. The ever increasing costs associated with operating a law enforcement agency have placed a financial burden on the Town of Gaston; therefore, this request for assistance to the Lexington County Sheriff's Department. Also the vehicle, which was donated previously to the Gaston Police Department, was totaled as a result of a traffic collision with a deer. Sheriff Metts has approved this request; and one marked patrol vehicle and one unmarked patrol vehicle, which have been taken out of service, are available for this donation. Chief Regalis understands that his department must have the marked vehicle painted so that it will no longer resemble a Lexington County Sheriff's Department marked vehicle. These vehicles are currently equipped with the necessary emergency equipment; and the emergency equipment will also be transferred with the vehicles. The emergency equipment installed on the vehicles is functional, but obsolete, and of very little value to the Sheriff's Department.

Bill Kazmierczak, Lexington County Fleet Services Manager, has estimated the fair market value of the two vehicles, with the emergency equipment, at \$8,875.00. We are asking for permission to transfer ownership of these vehicles to the Gaston Police Department.

Thank you for your consideration in this matter.

### Vehicle information:

Make-	Chevrolet	Chevrolet
Model-	Impala	Impala
County number-	28648	28628
Mileage-	119,000	126,000
Value-	\$4,625.00	\$4,250.00

**RESOLUTION  
R11-06**

**THE COUNCIL FOR THE COUNTY OF LEXINGTON, SOUTH CAROLINA, MEETING IN GENERAL SESSION THE 26TH DAY OF JULY, TWO THOUSAND AND ELEVEN, ADOPTED THE FOLLOWING:**

**WHEREAS**, Lexington County, SC recognizes the threat that natural hazards pose to people and property; and

**WHEREAS**, undertaking hazard mitigation actions before disasters occur will reduce the potential for harm to people and property and save taxpayer dollars; and

**WHEREAS**, an adopted all hazards mitigation plan is required as a condition of future grant funding of mitigation projects; and

**WHEREAS**, Lexington County, SC participated jointly in the planning process with the other units of government in the Central Midlands region of South Carolina to prepare an all hazards mitigation plan; and

**WHEREAS**, Lexington County, SC is aware that revision and updating of the plan is critical for active and effective hazard mitigation and that Lexington County, SC will monitor and record hazard related data and events that can be used to update the all natural hazards mitigation plan; and

**WHEREAS**, since the completion of All Natural Hazards Risk Assessment and Mitigation Plan for the Central Midlands Region was completed, Lexington County, SC has become concerned that earthquakes pose a more serious threat to the community and environs and that a detailed earthquake assessment should be completed.

**NOW, THEREFORE, BE IT RESOLVED** that we, the members of Lexington County Council, hereby adopts the update to the **All Natural Hazards Risk Assessment and Mitigation Plan for the Central Midlands Region** as an official plan and will undertake annual recording of hazard events, their impact, duration, and any expenditures made to remediate hazard events.

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

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

\_\_\_\_\_  
Frank J. Townsend, III

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

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

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

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

\_\_\_\_\_  
Kenneth Brad Matthews

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

ATTEST:

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

## COUNTY OF LEXINGTON Grant Request Summary Form

**Title of Grant:** Local Emergency Management Performance Grant (LEMPG)

**Fund:** 1000 General Fund **Department:** 131101 PS/Emergency Preparedness  
*No. Title No. Title*

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

**Grant Overview:**

Emergency Preparedness has been awarded the Local Emergency Management Performance Grant, which will be used to offset a percentage of the salaries for the Lexington County Emergency Preparedness personnel. As part of this award, there are funds for the Emergency Response Coordinator to attend Emergency Management training events.

**Grant Period:** April 1, 2011 to March 31, 2012

**Responsible Departmental Grant Personnel:** Thomas B. Collins, Emergency Response Coordinator

**Date Grant Information Released:** February 17, 2011 **Date Grant Application Due:** March 28, 2011

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

<b>Personnel</b>	\$ 132,302.00		
<b>Operating</b>	\$ 900.00	* Application Amount:	\$28,947.00
<b>Capital</b>		* Award Amount:	\$28,947.00
<b>Total</b>	<u>\$ 133,202.00</u>		

**Local Match Required:** Yes  No

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

<u>50</u>	<u>\$28,947.00</u>	* This is not a cash, but an in-kind match.
<u>50</u>	<u>\$104,255.00</u>	
<i>%</i>	<i>\$ Amount</i>	

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

None

Dept. Preparer:	<u>NM</u>	<u>7/6/2011</u>
Dept. Approval:	<u>TBC</u>	<u>7/6/2011</u>
Finance Approval:	<u>AD</u>	<u>7/14/2011</u>
	<i>Initials</i>	<i>Date</i>

**COUNTY OF LEXINGTON**  
**LOCAL EMERGENCY MANAGEMENT PERFORMANCE GRANT**  
**Annual Budget**  
**Fiscal Year - 2011-12**

Object Code	Revenue Account Title	Actual 2009-10	Received Thru Dec 2010-11	Amended Budget Thru Dec 2010-11	Projected Revenues Thru Jun 2010-11	Requested 2011-12	Approved 2011-12	Awarded 2011-12
<b>* Local Emergency Management Performance Grant (LEMPG)</b>								
<b>Revenues:</b>								
451200	FEMA EPD Operating Reimbursement	44,277	49,298	66,284	66,284	28,947	28,947	28,947
	In-kind Match	87,870	47,280	101,196	101,196	104,944	104,255	104,255
<b>** Total Revenue</b>		<b>132,147</b>	<b>96,578</b>	<b>167,480</b>	<b>167,480</b>	<b>133,891</b>	<b>133,202</b>	<b>133,202</b>
<b>***Total Appropriation</b>					<b>167,480</b>	<b>133,891</b>	<b>133,202</b>	<b>133,202</b>
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>
*50/50 In-kind Match								

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

Object Code	Expenditure Classification	<b>BUDGET</b>					
		2009-10 Expend	2010-11 Expend (Dec)	2010-11 Amended (Dec)	2011-12 Requested	2011-12 Approved	2011-12 Awarded
<b>Personnel</b>							
510100	Salaries & Wages	95,339	47,279	97,244	97,224	96,897	96,897
510200	Overtime	27	0	0	0	0	0
511112	FICA Cost	7,154	3,567	7,339	7,613	7,413	7,413
511113	State Retirement	3,523	1,761	3,619	3,753	3,666	3,666
511114	Police Retirement	0	0	6,761	7,077	6,875	6,875
511120	Insurance Fund Contribution	15,000	7,800	15,600	15,600	15,600	15,600
511130	Workers' Compensation	1,658	819	1,650	1,724	1,851	1,851
511214	Police Retirement - Retiree	6,406	3289	0	0	0	0
<b>* Total Personnel</b>		<b>129,107</b>	<b>64,515</b>	<b>132,213</b>	<b>132,991</b>	<b>132,302</b>	<b>132,302</b>
<b>Operating Expenses</b>							
520200	Contracted Services	6,177	0	0	0	0	0
522200	Small Equipment Repair & Maintenance	0	280	281	0	0	0
525210	Conference, Meeting & Training Expenses	700	6,408	8,100	900	900	900
<b>* Total Operating</b>		<b>6,877</b>	<b>6,688</b>	<b>8,381</b>	<b>900</b>	<b>900</b>	<b>900</b>
<b>** Total Personnel &amp; Operating</b>		<b>135,984</b>	<b>71,203</b>	<b>140,594</b>	<b>133,891</b>	<b>133,202</b>	<b>133,202</b>
<b>Capital</b>							
540000	Small Tools & Minor Equipment	0	370	329	0	0	0
	All Other Equipment	0	2,386	26,557			
<b>** Total Capital</b>		<b>0</b>	<b>2,756</b>	<b>26,886</b>	<b>0</b>	<b>0</b>	<b>0</b>
<b>*** Total Budget Appropriation</b>		<b>135,984</b>	<b>73,959</b>	<b>167,480</b>	<b>133,891</b>	<b>133,202</b>	<b>133,202</b>

**SECTION V. - PROGRAM OVERVIEW**

EXPLANATION OF GRANT

This grant is awarded annually to support Emergency Management operations in Lexington County. This is a 50/50 match with the County portion coming from salaries of the Emergency Response Coordinator and the Administrative Assistant.

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SECTION VI. A. – SUMMARY OF REVENUES

**451200 – FEMA EPD OPERATING REIMBURSEMENT** **\$28,947**

COUNTY ANNUAL AWARD (Salary Supplement) \$28,047

TRAVEL FOR TRAINING EVENTS \$900

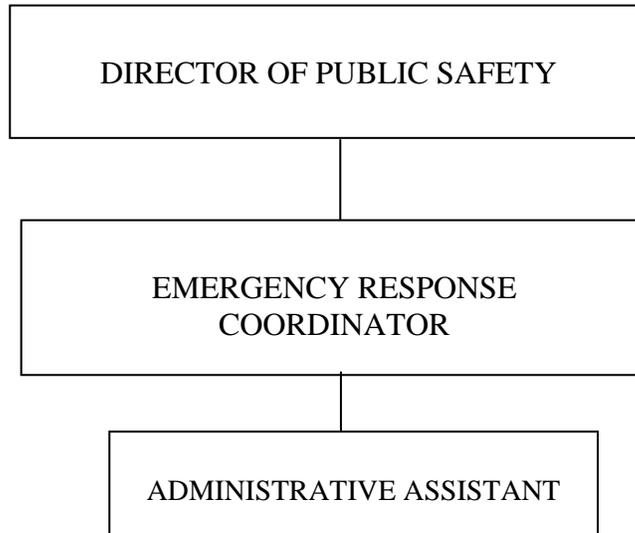
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**SECTION VI. B. – LISTING OF POSITIONS**

**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 Coordinator	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. C. - OPERATING LINE ITEM NARRATIVES

**525210 – CONFERENCES, MEETING & TRAINING EXPENSES** **\$900**

PROGRAM 1 – EMERGENCY MANAGEMENT \$900

This account will cover the cost for the Emergency Response Coordinator to attend emergency management training events.

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The State of South Carolina  
Military Department



OFFICE OF THE ADJUTANT GENERAL

ROBERT E. LIVINGSTON, Jr.  
MAJOR GENERAL  
THE ADJUTANT GENERAL

June 27, 2011

Tom Collins, Director  
Lexington County Emergency Preparedness Division  
212 South Lake Drive  
Lexington, SC 29072

REF: 2011 LEMPG Allocations

Dear Mr. Collins:

Enclosed are two copies of the Grant Award allocating Lexington County \$28,947 under the FY2011 Local Emergency Management Performance Grant (LEMPG) for the twelve month grant period. Please return **one copy** of the award document signed by your authorized county official (administrator/county manager) to the attention of Kim Stenson no later than July 11, 2011. **Retain the second copy of the Award Document for your files.**

The period of performance for the FY2011 LEMPG is April 1, 2011 to March 31, 2012. Progress and financial reports for this grant award are required quarterly in conjunction with the Federal Fiscal Year:

<u>PERIOD</u>	<u>DUE DATE</u>
April 1, 2011 – June 30, 2011	July 10, 2011
July 1, 2011 – September 30, 2011	October 10, 2011
October 1, 2011 – December 31, 2011	January 10, 2012
January 1, 2012 – March 31, 2012	April 10, 2012

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

**Any requests for budget revisions or extensions to this grant must be submitted in writing by letter, excluding e-mail, and addressed to my attention, with a copy to your Regional Emergency Manager. Budget revisions may be processed during the period of performance. Final requests for revisions must be submitted no later than February 28, 2012.**

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

Sincerely,

Kim Stenson  
Chief of Staff

Enclosures

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

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

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**GRANT AWARD**

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

**DATE: June 27, 2011**

**PROGRAM NAME: LEMPG**

**CFDA No.: 97.042**

**GRANT PERIOD: 04/01/11 – 03/31/12**

**GRANT NO: 11EMPG01**

**ANNUAL ALLOCATION: \$28,047**

**EM TRAINING: \$900.00**

**TOTAL AWARD: \$28,947**

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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. 11EMPG01, hereby awards to the aforementioned *Sub-grantee* a federal award in the amount shown above. This amount is inclusive of the Lexington County project award(s) as specified in the *FY-2011 Local Emergency Management Performance Grant* application. This grant award is subject to the terms and conditions set forth in the application.

The grant shall be effective April 1, 2011 and upon return of an original signed copy of this document by the *Sub-Grantee's* designated official(s) to the South Carolina Emergency Management Division. This award must be accepted within thirty (45) days from the above date. It is agreed that quarterly progress, finance and other reports, as required by the South Carolina Emergency Management Division, must be submitted in accordance with the terms and conditions of the award.

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



---

Kim Stenson, Chief of Staff  
South Carolina Emergency Management Division  
Office of the Adjutant General

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

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

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

## COUNTY OF LEXINGTON Grant Request Summary Form

**Title of Grant:** Local Emergency Management Performance Grant (LEMPG)

**Fund:** 1000 General Fund **Department:** 131101 PS/Emergency Preparedness  
*No. Title No. Title*

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

**Grant Overview:**

On June 27th, Emergency Preparedness was notified that the County's allocation for the 2011 Local Emergency Management Performance Grant (LEMPG) was increased from \$28,947 to \$64,597. As a result of the increased allocation, a revised application needs to be submitted to SC Emergency Management Division to show how the increased allocation will be used.

The original allocation of the Local Emergency Management Performance Grant will be used to offset a percentage of the salaries for the Lexington County Emergency Preparedness personnel and funding to send the Emergency Response Coordinator to an Emergency Management training event. The additional allocation is requested to be used to purchase a satellite phone, color scanner, vehicle and operation expenses associated to the vehicle.

**Grant Period:** April 1, 2011 to March 31, 2012

**Responsible Departmental Grant Personnel:** Thomas B. Collins, Emergency Response Coordinator

**Date Grant Information Released:** June 27, 2011 **Date Grant Application Due:** July 29, 2011

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

<b>Personnel</b>	\$ 132,302.00		
<b>Operating</b>	\$ 5,866.00		* Application Amount: \$64,597.00
<b>Capital</b>	\$ 30,684.00		* Award Amount:
<b>Total</b>	<u>\$ 168,852.00</u>		

**Local Match Required:** Yes  No

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

<u>50</u>	<u>\$64,597.00</u>	* This is not a cash, but an in-kind match.
<u>50</u>	<u>\$104,255.00</u>	
<i>%</i>	<i>\$ Amount</i>	

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

None

Dept. Preparer:	NM	7/6/2011
Dept. Approval:	TBC	7/6/2011
Finance Approval:	AD	7/15/2011
	<i>Initials</i>	<i>Date</i>

**COUNTY OF LEXINGTON**  
**LOCAL EMERGENCY MANAGEMENT PERFORMANCE GRANT**  
**Annual Budget**  
**Fiscal Year - 2011-12**

Object Code	Revenue Account Title	Actual 2009-10	Received Thru Dec 2010-11	Amended Budget Thru Dec 2010-11	Projected Revenues Thru Jun 2010-11	Requested 2011-12	Recommend 2011-12	Approved 2011-12
<b>* Local Emergency Management Performance Grant (LEMPG)</b>								
<b>Revenues:</b>								
451200	FEMA EPD Operating Reimbursement	44,277	49,298	66,284	66,284	64,597	64,597	
	In-kind Match	87,870	47,280	101,196	101,196	104,255	104,255	
<b>** Total Revenue</b>		<b>132,147</b>	<b>96,578</b>	<b>167,480</b>	<b>167,480</b>	<b>168,852</b>	<b>168,852</b>	
<b>***Total Appropriation</b>					<b>167,480</b>	<b>168,852</b>	<b>168,852</b>	
<b>FUND BALANCE</b>								
Beginning of Year					<b>0</b>	<b>0</b>	<b>0</b>	
<b>FUND BALANCE - Projected</b>								
End of Year					<b>0</b>	<b>0</b>	<b>0</b>	
*50/50 In-kind Match								

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

		<b>BUDGET</b>					
Object Code	Expenditure Classification	2009-10 Expend	2010-11 Expend (Dec)	2010-11 Amended (Dec)	2011-12 Requested	2011-12 Recommend	2011-12 Approved
<b>Personnel</b>							
510100	Salaries & Wages	95,339	47,279	97,244	96,897	96,897	
510200	Overtime	27	0	0	0	0	
511112	FICA Cost	7,154	3,567	7,339	7,413	7,413	
511113	State Retirement	3,523	1,761	3,619	3,666	3,666	
511114	Police Retirement	0	0	6,761	6,875	6,875	
511120	Insurance Fund Contribution	15,000	7,800	15,600	15,600	15,600	
511130	Workers' Compensation	1,658	819	1,650	1,851	1,851	
511214	Police Retirement - Retiree	6,406	3289	0	0	0	
<b>* Total Personnel</b>		<b>129,107</b>	<b>64,515</b>	<b>132,213</b>	<b>132,302</b>	<b>132,302</b>	
<b>Operating Expenses</b>							
520200	Contracted Services	6,177	0	0	0	0	
522200	Small Equipment Repair & Maintenance	0	280	281	0	0	
522300	Vehicle Repairs & Maintenance	0	0	0	500	500	
524100	Vehicle Insurance	0	0	0	546	546	
525210	Conference, Meeting & Training Expenses	700	6,408	8,100	2,820	2,820	
525400	Gas, Fuel & Oil	0	0	0	2,000	2,000	
<b>* Total Operating</b>		<b>6,877</b>	<b>6,688</b>	<b>8,381</b>	<b>5,866</b>	<b>5,866</b>	
<b>** Total Personnel &amp; Operating</b>		<b>135,984</b>	<b>71,203</b>	<b>140,594</b>	<b>138,168</b>	<b>138,168</b>	
<b>Capital</b>							
540000	Small Tools & Minor Equipment	0	370	329	0	0	
540010	Minor Software	0	0	0	776	776	
	All Other Equipment	0	2,386	26,557			
	(1) 4WD SUV				25,353	25,353	
	(1) Satellite Phone				3,600	3,600	
	(1) Color Scanner				955	955	
<b>** Total Capital</b>		<b>0</b>	<b>2,756</b>	<b>26,886</b>	<b>30,684</b>	<b>30,684</b>	
<b>*** Total Budget Appropriation</b>		<b>135,984</b>	<b>73,959</b>	<b>167,480</b>	<b>168,852</b>	<b>168,852</b>	

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

### **EXPLANATION OF GRANT**

This grant is awarded annually to support Emergency Management operations in Lexington County. This is a 50/50 match with the County portion coming from salaries for the Emergency Manager and the Administrative Assistant.

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

**451200 – FEMA EPD OPERATING REIMBURSEMENT** **\$64,597**

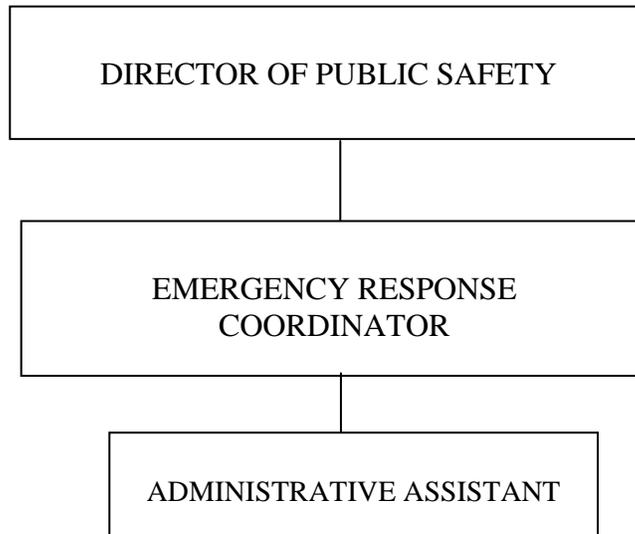
<u>EMERGENCY MANAGEMENT PERSONNEL</u>	<u>\$28,047</u>
<u>TRAVEL FOR TRAINING EVENTS</u>	<u>\$900</u>
<u>HOMELAND SECURITY/EMERGENCY MANAGEMENT CERTIFICATION</u>	<u>\$1,920</u>
<u>EOC SOFTWARE</u>	<u>\$776</u>
<u>EMERGENCY MANAGEMENT VEHICLE</u>	<u>\$25,353</u>
<u>VEHICLE REPAIRS AND MAINTENANCE</u>	<u>\$500</u>
<u>VEHICLE INSURANCE</u>	<u>\$546</u>
<u>GAS, FUEL AND OIL</u>	<u>\$2,000</u>
<u>SATELLITE PHONE</u>	<u>\$3,600</u>
<u>COLOR SCANNER</u>	<u>\$955</u>

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

**Current Staffing Level:**

<u>Job Title</u>	<u>Positions</u>	<u>Full Time Equivalent</u>		<u>Total</u>	<u>Grade</u>
		<u>General Fund</u>	<u>Other Fund</u>		
Emergency Response Coordinator	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.C. – OPERATING LINE ITEM NARRATIVES**

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

PROGRAM 2 – EMERGENCY MANAGEMENT \$500

This account will cover the cost for vehicle repairs and maintenance for the Emergency Response Coordinator’s vehicle.

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

PROGRAM 2 – EMERGENCY MANAGEMENT \$546

This account will cover the cost of vehicle insurance for the Emergency Response Coordinator’s vehicle.

**525210 – CONFERENCES, MEETINGS AND TRAINING EXPENSES **\$2,820****

PROGRAM 2 – EMERGENCY MANAGEMENT \$1,920

This account will cover the cost for the Emergency Response Coordinator to continue to attend the Homeland Security/Emergency Management Certification Program through Clemson University.

1 Homeland Security/Emergency Management Course	\$1,833.00
1 Matriculation Fee	\$5.00
1 Software License Fee	\$6.00
1 Technology Fee	\$27.00
1 Book	<u>\$49.00</u>
	\$1,920.00

PROGRAM 2 – EMERGENCY MANAGEMENT \$900

This account will cover the cost for the Emergency Response Coordinator to attend Emergency Management training events.

**525400 – GAS, FUEL & OIL **\$2,000****

PROGRAM 2 – EMERGENCY MANAGEMENT \$2,000

This account will cover the cost of fuel and oil for the Emergency Response Coordinator’s vehicle.

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

**540010 – MINOR SOFTWARE **\$776****

**PROGRAM 2 – EMERGENCY MANAGEMENT \$776**

This account will cover the cost of Software for the EOC laptop to support EOC operations.

1 MS Office Pro License @	\$431.00
1 End Point License @	\$40.00
1 Adobe Acrobat X Pro License @	\$275.00
1 BOSS License @	<u>\$30.00</u>
	\$776.00

**5AC – (1) 4WD SUV **\$25,353****

**PROGRAM 2 – EMERGENCY MANAGEMENT \$25,353**

This account will cover the cost of a 4WD Sports Utility Vehicle for the Emergency Response Coordinator.

Sports Utility Vehicle, 4 Door, 4x4	\$22,639.00
4 Wheel Drive with Skid Plate Package	<u>\$2,414.00</u>
Subtotal	\$25,053.00
Tax	<u>\$300.00</u>
Total	\$25,353.00

**5AC – (1) SATELLITE PHONE **\$3,600****

**PROGRAM 2 – EMERGENCY MANAGEMENT \$3,600**

This account will cover the cost of a satellite phone for the Emergency Response Coordinator. Emergency Preparedness is required to maintain a working satellite phone and conduct testing as part of emergency preparedness. The current phone is over 15 years old and is no longer working.

1 Mobile Satellite Phone @	\$3,600.00
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**5AC – (1) COLOR SCANNER **\$955****

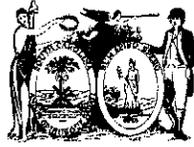
**PROGRAM 2 – EMERGENCY MANAGEMENT \$955**

This account will cover the cost of a color scanner to produce colored maps and charts in support EOC Operations.

1 color scanner with duplexing and 11x17 copying capabilities @	\$955.00
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①

The State of South Carolina  
Military Department



OFFICE OF THE ADJUTANT GENERAL

ROBERT E. LIVINGSTON, Jr.  
MAJOR GENERAL  
THE ADJUTANT GENERAL

June 27, 2011

Tom Collins, Director  
Lexington County Emergency Preparedness Division  
212 South Lake Drive  
Lexington, SC 29072

REF: Additional 2011 LEMPG Allocations

Dear Mr. Collins:

Until recently, the Federal Government was operating under a continuing resolution. As a result, the Division was unable to determine final funding levels to be applied to the 2011 Local Emergency Management Performance Grant (LEMPG). Now that S.C.'s allocation has been determined, the Division can provide additional funding in the form of an emergency management project. We ask that you please submit a revised application to account for the additional funding prior to obligating funds.

Your county's original annual award total was \$28,047. Now, \$35,650 has been added for the completion of an emergency management project. The revised grant award total for FY2011 will be \$64,597. Please include in the application how your county will meet the match requirement for this award. **Revised applications are due by July 29, 2011**, and should be mailed to my attention.

As you may know the new federal grant guidance included new work requirements for all emergency management personnel funded with LEMPG or who support the completion of the LEMPG. The new requirements are outlined below:

1. **Planning:** LEMPG program funded programs must ensure EOPs are Comprehensive Preparedness Guidance (CPG) 101 compliant.
2. **Exercises:** LEMPG program funded (or matching) personnel shall participate in no less than three exercises in a 12-month period.
3. **Training:** LEMPG program funded (or matching) personnel shall complete the following training requirements: National Incident Management System (NIMS) Training: IS-100; IS-200; IS-700; and IS-800; FEMA Professional Development Series (PDS) courses: IS-139; IS-230.a; IS-235.a; IS-240.a; IS-241.a; IS-242.a; and IS-244.a.

County personnel should meet these grant requirements during the performance period of the grant. A data table will be added to the existing scope of work to assist with reporting. Should you have any questions or need assistance, please contact Kelley Anderson at (803) 737-8559 or your Regional Emergency Manager.

Sincerely,

A handwritten signature in black ink, appearing to read "K. Stenson".

Kim Stenson  
Chief of Staff

cc: County Administrators

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

**STATE OF SOUTH CAROLINA  
EMERGENCY MANAGEMENT DIVISION  
OFFICE OF THE ADJUTANT GENERAL**

**FY-2011 LOCAL EMERGENCY MANAGEMENT PERFORMANCE GRANT APPLICATION  
FOR SOUTH CAROLINA EMERGENCY MANAGEMENT DIVISION (SCEMD) USE ONLY**

Grant #: \_\_\_\_\_ Award Date: \_\_\_\_\_  
 Prior Grant #1: **N/A** #2: \_\_\_\_\_ #3: \_\_\_\_\_  
 App#: \_\_\_\_\_ Federal ID No.: \_\_\_\_\_  
 Fund \_\_\_\_\_  
 Federal Fiscal Year: **2011** Year: **2011** Program Area: \_\_\_\_\_

**TO BE COMPLETED BY PROJECT DIRECTOR—SEE INSTRUCTIONS**

1. County #: 32  
 County Name: Lexington County

2. Project Period:  
 Begin: April 1, 2011 End: March 31, 2012

3. Project Title 97.042 Emergency Management Performance Grant

4. Project Summary:

5. Type of Application (Check Applicable Line)  
 a.  Initial  Continuation  Revision  Reverted  
 b. Year of Funds  1<sup>st</sup>  2<sup>nd</sup>  3<sup>rd</sup>  Other:  
 c.  Advance  Reimbursable

6. a. Organization Type: (Check Applicable Line)  
 State  City  County  
 Private, Non-Profit Organization  
 Other (Specify): \_\_\_\_\_

b. U.S. Congressional District: 2

7. Name and Address of **Implementing Agency**  
Lexington County Emergency Management  
212 S Lake Drive, Suite 502  
Lexington SC 29072  
 (Area) Phone #: 803-785-8343  
 (Area) Fax #: 803-785-8628

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

8. BUDGET: USE WHOLE DOLLARS ONLY! (For Example: \$1,500 NOT \$1,500.00)

a. BUDGET CATEGORIES	FEDERAL	AGENCY MATCH	TOTAL
Personnel	\$28,047	\$104,255	\$132,302
Contractual Services			
Travel	\$900		\$900
Equipment			
Supplies			
Other			
WebEOC			
EM Project	\$35,650		\$35,650
<b>TOTAL:</b>	<b>\$64,597</b>	<b>\$104,255</b>	<b>\$168,852</b>

b. PERCENTAGE:                      50%                      50%                      100%

9. APPROPRIATION OF NON-GRANTOR MATCHING FUNDS:  
 State  County  City  
 Other (Explain): **Matching funds from Non-Federal Origin**

ELIGIBLE COSTS (See Page 4) CATEGORIES		FEDERAL	MATCHING FUNDS		TOTAL
			CASH	IN-KIND	
<b>I. PERSONNEL</b>					
A. SALARIES:	<u># of Hours</u>				
B. EM PROJECT:					
<u>Position Title</u>	<u>On Project</u> <u>Hourly Salary</u>				
Salaries:					
Emergency Manager	100%	\$28,047	\$30,400		\$58,447
Administrative Assistant	100%	0	\$38,450		\$38,450
TOTAL SALARIES:		\$28,047	\$68,850		\$96,897
<b>B. EMPLOYER CONTRIBUTIONS (Fringe Benefits):</b>					
Social Security & Medicare (FICA)		0	\$7,413		\$7,413
Retirement		0	\$10,541		\$10,541
Workers' Compensation Insurance		0	\$1,851		\$1,851
Unemployment Insurance		0	0		0
Health Insurance		0	\$15,600		\$15,600
Dental Insurance		0	0		0
Pre-Retirement Death Benefit		0	0		0
Other Employer Contributions (Itemize):		0	0		0
B. EM Project Employer Contributions:		0	0		0
TOTAL EMPLOYER CONTRIBUTIONS:		0	\$35,405		\$35,405
<b>TOTAL PERSONNEL:</b>		\$28,047	\$104,255		\$132,302
<b>II (a) CONTRACTUAL SERVICES:</b> (Itemize)					
<b>TOTAL CONTRACTUAL SERVICES:</b>					
<b>III. TRAVEL:</b>					
Itemize—cost					
2 Personnel for Emergency Management training events		\$900			\$900
<b>TOTAL TRAVEL:</b>		\$900			\$900

USE WHOLE DOLLARS ONLY		MATCHING FUNDS		TOTAL
CATEGORIES		FEDERAL	CASH	
<b>IV. EQUIPMENT (\$1,000 or more per Unit):</b> (Itemize - DO NOT USE BRAND NAME. Also, DO NOT include leased or rented items)				
<u>ITEM</u>	<u>QUANTITY</u>			
<b>TOTAL EQUIPMENT:</b>				
<b>V (a) SUPPLIES:</b> (Describe)				
<b>TOTAL SUPPLIES</b>				
<b>VI (a) OTHER:</b> (Itemize)				
EM Project – the following will be purchased to enhance Emergency Management operability.				
Emergency Management Vehicle		\$25,353		
Plus associated costs:				
Vehicle Repairs & Maintenance		\$500		
Vehicle Insurance		\$546		
Gas, Fuel, Oil		\$2,000		
Emergency Management Certification Program		\$1,920		
Satellite Phone		\$3,600		
Software to support EOC Operations		\$776		
Color Scanner		\$955		
<b>TOTAL OTHER:</b>		<b>\$35,650</b>		

**BUDGET NARRATIVE**

List items under each Budget Category heading. Explain exactly how each item in your budget will be utilized. It is important that the necessity of these items, as they relate to the operation of the project, be established. Dollar amounts DO NOT have to be provided. Please identify detailed items that will be supported with EM Project funds.

**PERSONNEL:**

The personnel category of the budget will be used to cover a portion of the salaries for the Lexington County Emergency Manager and the Emergency Management Administrative Assistant.

**CONTRACTUAL SERVICES:****TRAVEL:**

This category will cover the cost of attending 2 workshops/meetings by the Emergency Manager.

**EQUIPMENT:****SUPPLIES:****OTHER: EM Project – The following will be purchased to enhance Emergency Management operability in Lexington County.**

Funds will be used to purchase a new Four-Wheel Drive Durango & 4x4 Wheel Drive Skid Plate Package for the Emergency Manager: The Emergency Manager must coordinate emergency response to emergencies and is responsible for reporting damage assessments to County Leadership, State and Federal response partners. The Emergency Manager is required to travel in all terrains as well as inclement weather and must carry vital supplies to the site of an emergency, such as a laptop, printer, maps, charts and communications equipment.

Clemson University Emergency Management/Homeland Security Certification Program: Certification under this program would enhance the capabilities of Emergency Management in Lexington County.

Funds will also be used to purchase the following equipment:

Satellite phone – the current Satellite phone is over 15 years old and is inoperable.

800 MHz battery charger – to charge batteries for 800 MHz radios used in emergency operations.

Color Scanner – to produce high resolution color maps and charts to support emergency operations in the County.



# COUNTY OF LEXINGTON

PUBLIC WORKS DEPARTMENT

ENGINEERING

## MEMORANDUM

DATE: July 15, 2011  
TO: Katherine Hubbard, County Administrator  
FROM: John Fechtel, Director of Public Works/Assistant County Administrator  
RE: S-48, Columbia Avenue, LPAA

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As a follow-up to the last Council Meeting, I have asked that representatives from SCDOT and the Central Midlands Council of Governments (CMCOG) to assist in providing additional information about Lexington County entering into a LPA (Local Public Agency) Administration agreement with SCDOT. In my opinion, we need to confirm with CMCOG when construction funds will be available in the fiscally constrained plan. SCDOT has indicated they would not enter into a LPAA without the funds for construction being in place. The reason for this is that if the funds are not available, SCDOT will have to repay any funds they received towards the project to the federal government.

After the Public Works Committee receives this information, they may discuss how and when to proceed.



# COUNTY OF LEXINGTON

PUBLIC WORKS DEPARTMENT

ENGINEERING

## MEMORANDUM

DATE: July 15, 2011

TO: Katherine Hubbard, County Administrator

FROM: John Fechtel, Director of Public Works/Assistant County Administrator

RE: Revenue Sources for Flooding Issues

---

Before Council allocates funds for studies for the various major flooding areas in the unincorporated and possibly incorporated areas of the County, we need to establish a revenue source for design and construction of the improvements. Council is aware that we are discussing large expenditures to study and make the necessary improvements. At this time there are three (3) available funding options: general fund, special tax district, or a stormwater utility.

1. General Fund: Not really a viable option for major projects.
2. Special Tax District: I asked Pope Zeigler, LLC, to send me the basic information on the various special tax districts that are available. Their response (Attachment A) indicates four (4) options but only two (2) could be used for these purposes, which are 1 and 2 on the memo.
  - i. Section 4-9-30 (5)(a) of the State Law states 15% of the electors can petition the council requesting a referendum. This would be on a ballot with cost estimates and millage or user fees as revenues. We would recommend the proposed tax district be comprised of the area within each watershed. This section also allows that if the Council wanted to do a county wide (unincorporated) special tax district, it can be done by ordinance without a referendum.
  - ii. Section 4-35-10 of the State Law, which is the County Public Works Act, states that Council can adopt a resolution, publish it weekly for 3 weeks, and then hold a public hearing for the creation of a special tax district. In order to adopt the resolution, written consent of at least 66% of the owners of the total value of real estate within the district must be obtained. If the required consent is obtained then assessments on all properties in the district are put on the properties. There are some procedural requirements that must be met.

3. Stormwater Utility: Attachment B outlines the requirements of a Stormwater Utility (SU). This potential revenue source can pay for comprehensive watershed master plans, inspections, maintenance, and retrofitting designated watersheds to improve flooding problems. The SU can be county-wide (unincorporated) by watershed or jurisdictional boundaries as determined. This SU can be created by ordinance or by special election. Funds obtained under a SU can only be used for what the utility was established for. Determination of criteria (basis for user fee) must also be established. This can be impervious area or other factors.

The Stormwater Utility (#3) appears to give the County the most flexibility. The option for the County to impose fees by ordinance alone or by referendum, to impose fees for maintenance, capital projects, planning, etc., or some combination of these are also desirable. This would also aid in performing some of the various aspects of the new MS4 Stormwater Regulations on the horizon.

Please present this to the Public Works Committee for their review on July 26, 2011.

ATTACHMENT "A"

**Pope Zeigler, LLC**

ATTORNEYS AND COUNSELORS AT LAW

1411 Gervais Street, Suite 300  
Post Office Box 11509  
Columbia, South Carolina 29211  
www.popezeigler.com

Main (803) 354.4900  
Fax: (803) 354.4899  
attorneys@popezeigler.com

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**Memorandum**

**TO: John Fechtel, Lexington County**  
**FROM: Gary T. Pope**  
**DATE: July 13, 2011**  
**RE: Options Available To Create Special Tax or Assessment Districts to Finance Drainage Improvements**

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Set forth below is a summary of the three primary methods of funding drainage or other public improvements in a limited, defined area of the unincorporated portions of the county under South Carolina law.

1. Under § 4-9-30(5)(a), 15% of the electors in a defined area of the unincorporated areas of the county may submit a petition to County Council asking for a referendum on the creation of a **special tax district** to provide any one or more enumerated services (including drainage) in a defined area. The petition asks that the question be put on the ballot for a referendum and the ballot question would include the maximum proposed millage rate and/or user service charges for such purposes. If the County Council finds that the required number of electors has signed the petition, it shall adopt a resolution calling for the referendum. In the alternative, if 75% or more of the resident freeholders who own at least 75% of the assessed valuation of the property in the proposed special tax district sign and submit the petition, County Council can adopt an ordinance establishing the special tax district without a referendum. In addition, if it is proposed that the entire unincorporated area of the county be the area of the special tax district, the county council can create the district by ordinance without an election. General Obligation bonds (that do not count against the county's debt limit) can thereafter be issued to finance the improvements, secured by the taxes to be imposed in the special tax district.

# Attachment "A"

## POPE ZEIGLER, LLC Attorneys and Counselors at Law

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After the special tax district is created, county council by ordinance may set the service charges in the special taxing district, and provide for the time of payment of such charges, and any penalties for late payment. The district can be operated as an administrative division of the county or an advisory commission can be created by county council to run it. However, if an advisory commission is appointed, the county council still must have the final say. (This brief summary is an overview of a complex subject and does not include all of the steps necessary to create this type of district and impose the taxes and fees therein.)

2. Under the County Public Works Improvement Act, found at § 4-35-10, *et seq.*, an **improvement district** can be established by the County Council by adopting a resolution containing all of the statutory requirements (see § 4-35-50 and 4-35-60) and after publication of the entire resolution once a week for three successive weeks, but no sooner than 30 days after the resolution is adopted, the County Council holds a public hearing on the issue of creating the public improvement district and the approval of an improvement plan for the proposed district. In order to adopt the resolution, the written consents must first be obtained from a majority of landowners in the proposed district and from the owners of real property within the proposed district worth in the aggregate at least 66 percent of the total value of the real property therein. After the holding of the public hearing, but not later than 120 days thereafter, if County Council wishes to proceed with the creation of the improvement district, it must take final action by ordinance to create the public improvement district and to approve an improvement plan for the district. This method imposes assessments on all real property within the assessment district, which are collected in the same manner as real property taxes, usually on the same tax bill. These assessments can be used to secure the issuance of bonds (special district, revenue, general obligation or a combination of methods) to build the required improvements and the plan for the use of these assessments to finance the improvements is made a part of the ordinance creating the improvement district. These bonds do not count against the debt limit of the county. There is a procedure for notifying landowners of the proposed assessment on each parcel, and providing a method of appealing such assessments. Once final the assessments are liens on the property,

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junior in priority only to property taxes, and are collected at the same time as property taxes, usually as a line item on the same county tax bill. (This brief summary is an overview of a complex subject and does not include all of the steps necessary to create this type of district and impose the assessments and applicable fees therein.)

3. A **residential improvement district**, created under § 6-35-10, *et seq.*, can only include property for which all of the property owners have given their written consent on a petition submitted to County Council (See § 6-35-118). The petition must include the estimated cost of the improvements, an improvement plan, the projected time required to construct these improvements, and the projected revenue from assessments or from bonds or other obligations secured by an assessment, together with the proposed basis and rates of assessments to be imposed in the district. Anyone who does not consent is considered to have opted out of the district. Upon receipt of a petition a resolution must be adopted by county council setting forth the required information and calling for the holding of a public hearing within 30 to 45 days of the adoption of the resolution. The notice of the public hearing must be duly advertised once a week for at least two successive weeks, with the last publication date being at least ten days before the scheduled date of the public hearing. The county also has to have a comprehensive plan in place before an assessment can be imposed on those properties included in the district. (See § 6-35-50 (B)) Improvements can be financed by the issuance of bonds secured by a pledge of the assessments and/or by some other source of funds not constituting a general tax on the entire county, and all such improvements will be owned by the county. The improvements can be leased to a non-profit corporation as part of the financing mechanism. These bonds do not count against the debt limit of the county.

Because the consent of all landowners in the proposed district is required, this vehicle is most suitable for new developments, where one or two developers own all of the property and are the only persons who are required to consent. Future transferees from the developers are bound by the decision to have the property included in the residential improvement district, and all property transferred out by the developers is subject to the lien of the assessment. There is a

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statutory procedure for creating an assessment roll, notifying individual landowners of the assessment on their property, and setting forth an appeals procedure. Once final, the assessments are liens on the property, junior in priority only to property taxes, and are collected at the same time as property taxes, usually as a line item on the same county tax bill. (This brief summary is an overview of a complex subject and does not include all of the steps necessary to create this type of district and impose the assessments and applicable fees therein.)

4. There is a procedure for creating drainage districts, found in a chapter entitled "Drainage Districts under 1920 Act" in § 49-19-10, *et seq.* of the Code of Laws of South Carolina 1976, but this procedure appears to relate to the creation of drainage districts to control and drain swamps and other lands that are periodically overflowed by rivers, streams or other surface waters. For legal reasons, the method required to create such a drainage district is suspect under the United States Constitution, and this method does not appear to have been used in modern times.

CONCLUSION

To address drainage issues in an unincorporated area of the county where multiple landowners already own property or live, the simplest and most effective method is the creation of the special tax district. If the entire unincorporated area of the county is designated as a special tax district, county council can create the district by ordinance without an election.

# Attachment "B"

## CHAPTER 72.

### DEPARTMENT OF HEALTH AND ENVIRONMENTAL CONTROL--LAND RESOURCES AND CONSERVATION DISTRICTS DIVISION

#### 72-310. Criteria for Implementation of a **Stormwater Utility**. [SC ADC 72-310]

The implementation of a **stormwater utility** will necessitate the development of a local utility ordinance or special taxing assessment prior to its implementation, pursuant to Chapter 9, Title 4, 1976 Code of Laws as amended by Act 114 1991. There are essential components that an ordinance must contain to function as a funding mechanism for stormwater management and those components shall include, but not be limited to, the following items:

A. The financing of a **stormwater utility** with a user charge system must be reasonable and equitable so that each user of the stormwater system pays to the extent to which the user contributes to the need for the stormwater system, and that the charges bear a substantial relationship to the cost of the service. The use of county and municipal taxpayer rolls and accounting systems are allowed for the assessment and collection of fees.

B. The intent of the utility must be clearly defined regarding program components that are to be funded through the utility. Those components may include but not be limited to the following activities:

- (1) Preparation of comprehensive watershed master plans for stormwater management,
- (2) Annual inspections of all stormwater management facilities, both public and private,
- (3) Undertaking regular maintenance, through contracting or other means, of stormwater management structures that have been accepted for maintenance.
- (4) Plan review and inspection of sediment control and stormwater management plans and practices, and
- (5) Retrofitting designated watersheds, through contracting or other means, to reduce existing flooding problems or to improve water quality.

C. The authority for the creation of the **stormwater utility** and the imposition of charges to finance sediment and stormwater activities is conferred in Chapter 14, Title 48, South Carolina Code. The application of a **stormwater utility** by means of a local ordinance or other means

# A HACHMET "B"

shall not be deemed a limitation or repeal of any other powers granted by State statute.

D. The creation of a **stormwater utility** shall include the following components:

- (1) The boundaries of the utility, such as watersheds or jurisdictional boundaries as identified by the local governing body,
- (2) The creation of a management entity,
- (3) Identification of stormwater problems,
- (4) Method for determining utility charges,
- (5) Procedures for investment and reinvestment of funds collected, and
- (6) An appeals or petition process.

E. As established by local ordinance or special election or petition, the local government shall have responsibility for implementing all aspects of the utility including long range planning, plan implementation, capital improvements, maintenance of stormwater facilities, determination of charges, billing, and hearing of appeals and petitions. The local government also will have responsibility for providing staff support for utility implementation.

F. With the respect to new stormwater management facilities constructed by private developers, the local government shall develop criteria for use in determining whether these will be maintained by the utility or by the facility owner. Such criteria may include whether the facility has been designed primarily to serve residential users and whether it has been designed primarily for purposes of stormwater management. In situations where it is determined that public maintenance is not preferable, standards shall be developed to ensure that inspection of facilities occurs annually and that facilities are maintained as needed.

G. The use of charges is limited to those purposes for which the utility has been established, including but not limited to: planning; acquisition of interests in land including easements; design and construction of facilities; maintenance of the stormwater system; billing and administration; and water quantity and water quality management, including monitoring, surveillance, private maintenance inspection, construction inspection, and other activities which are reasonably required.



**COUNTY OF LEXINGTON**  
PUBLIC WORKS DEPARTMENT  
STORMWATER DIVISION

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

**DATE:** July 15, 2011  
**TO:** Katherine Hubbard, County Administrator  
**FROM:** Synithia Williams, Environmental Coordinator  
**RE:** Green is Good for Business Conference Sponsorship Request

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The City of Columbia has requested that Lexington County co-sponsor The Climate Protection Action Campaign's (CPAC) and SC Department of Health and Environmental Control's statewide Green is Good for Business Conference on September 13, 2011 at the Metropolitan Convention Center.

Some of the benefits to the County for sponsoring previous Green is Good for Business Conferences include:

- The County was allowed to set up a booth in a prominent location at the conference information about the county's air quality, stormwater and Green Business programs were presented.
- Participation in the conference was reported as a public education activity for the National Pollutant Discharge Elimination System Stormwater Program.

There is \$5,000 budgeted in the air quality supplies account (521215) for Fiscal Year 11-12. This money was appropriated to cover air quality projects and sponsorships.

Staff is requesting that \$1,500 be used for sponsorship of the 2011 CPAC Green is Good for Business Conference.



## COUNTY OF LEXINGTON

PUBLIC WORKS DEPARTMENT

STORMWATER DIVISION

### MEMORANDUM

**DATE:** July 15, 2011

**TO:** Katherine Hubbard, County Administrator

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

**RE:** Summer Celebration of Water

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To kick off National Water Quality Month the Lexington County Stormwater Division has partnered with the City of Columbia and Richland County Stormwater Divisions to hold the second annual Summer Celebration of Water on Saturday August 6 from 9 a.m. until 2 p.m. at Riverfront Park in Columbia.

The Summer Celebration of Water is a free event designed to educate guests about the importance of clean water in our everyday lives. Guests are encouraged to dress to get wet; kids can slide on inflatable water slides, everyone can try canoes, kayaks and tubes and explore interactive water exhibits. There will also be games and activities that emphasize clean water, proper disposal of pet waste and water efficient gardening. An invitation is extended to all council members of Lexington and Richland Counties and the City of Columbia to come out to this event for a "Canoeing with Council" session at 10 a.m.

Exhibit A is a proclamation recognizing August as National Water Quality Month and the joint efforts of the two counties and the city on the Celebration of Water. I ask that the proclamation and the invitation to join us for "Canoeing with Council" be presented to the Public Works committee for approval.



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.

## COUNTY OF LEXINGTON Grant Request Summary Form

**Title of Grant:** Solid Waste Management Grant

**Fund:** 5720 Solid Waste DHEC Management Grant  
*No. Title*

**Department:** 121207 Solid Waste/Recycling  
*No. Title*

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

**Grant Overview:**

Solid Waste Management was awarded the DHEC Solid Waste Management grant that will be used to expand the current electronic recycling program. This grant will be used to purchase a storage building to be built at the Edmund Landfill, which will store the electronics until they are collected by a vendor for recycling.

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

**Responsible Departmental Grant Personnel:** Amanda St. John, Recycling Coordinator

**Date Grant Information Released:** January 28, 2011

**Date Grant Application Due:** April 1, 2011

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

<b>Personnel</b>	\$ -		
<b>Operating</b>	\$ -		* Application Amount: \$ 7,000.00
<b>Capital</b>	\$ 7,000.00		* Award Amount: \$ 7,000.00
<b>Total</b>	<u>\$ 7,000.00</u>		

**Local Match Required:** Yes  No

**If Yes, What is the Percentage / Amount:** N/A  
% \$ Amount

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

Submit quarterly and year-end reports to DHEC.

Dept. Preparer:	ASJ	7/15/2011
Dept. Approval:	DE	7/15/2011
Finance Approval:	AD	7/15/2011
	<i>Initials</i>	<i>Date</i>

**COUNTY OF LEXINGTON  
SOLID WASTE DHEC MANAGEMENT GRANT  
Annual Budget  
Fiscal Year - 2011-12**

Object Code	Revenue Account Title	Actual 2009-10	Received Thru May 2010-11	Amended Budget Thru May 2010-11	Projected Revenues Thru Jun 2010-11	Requested 2011-12	Approved 2011-12	Awarded 2011-12
<b>*Solid Waste DHEC Management Grant 5720:</b>								
<b>Revenues:</b>								
458000	State Grant Income	0	0	49,750	49,750	7,000	7,000	7,000
461000	Investment Interest	3	4	0	0	0	0	0
<b>** Total Revenue</b>		<b>3</b>	<b>4</b>	<b>49,750</b>	<b>49,750</b>	<b>7,000</b>	<b>7,000</b>	<b>7,000</b>
<b>***Total Appropriation</b>					<b>49,750</b>	<b>7,000</b>	<b>7,000</b>	<b>7,000</b>
FUND BALANCE Beginning of Year					<b>1,439</b>	<b>1,439</b>	<b>1,439</b>	<b>1,439</b>
FUND BALANCE - Projected End of Year					<b>1,439</b>	<b>1,439</b>	<b>1,439</b>	<b>1,439</b>

Fund: 5720  
Division: Public Works  
Organization: 121207 - Solid Waste / Recycling

Object Expenditure Code	Classification	2009-10 Expend	2010-11 Expend (May)	2010-11 Amended (May)	2011-12 Requested	<b>BUDGET</b> 2011-12 Approved		2011-12 Awarded
<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>								
520200	Contracted Services	0	0	31,250	0	0	0	0
520400	Advertising & Publicity	0	0	0	0	0	0	0
521200	Operating Supplies	0	0	0	0	0	0	0
521213	Public Education Supplies	0	0	0	0	0	0	0
525100	Postage	0	0	0	0	0	0	0
<b>* Total Operating</b>			<b>0</b>	<b>0</b>	<b>31,250</b>	<b>0</b>	<b>0</b>	<b>0</b>
<b>**Total Personnel &amp; Operating</b>			<b>0</b>	<b>0</b>	<b>31,250</b>	<b>0</b>	<b>0</b>	<b>0</b>
<b>Capital</b>								
599999	Capital Clearing	0	0	0	0	0	0	0
	All Other Equipment	0	0	18,500				
5AC303	(1) Storage Building				7,000	7,000	7,000	7,000
<b>**Total Capital</b>			<b>0</b>	<b>0</b>	<b>18,500</b>	<b>7,000</b>	<b>7,000</b>	<b>7,000</b>
<b>** Total Budget Appropriation</b>			<b>0</b>	<b>0</b>	<b>49,750</b>	<b>7,000</b>	<b>7,000</b>	<b>7,000</b>

## SECTION V. – PROGRAM OVERVIEW

### Summary of Program

DHEC Solid Waste Management Grant

### Objective:

The program is a proposed grant award with South Carolina Department of Health and Environmental Control (DHEC). DHEC has offered grant funds for programs that demonstrably impact the recycling rate through increased collection and recycling. The grant funds will help with an integral part of the County's new electronics waste recycling program: a metal building that will be placed at the landfill and used to store and consolidate electronics. After material is organized and palletized, it will be hauled by Creative Recycling Systems, the state contract vendor for electronics recycling.

## SECTION VI. – LINE ITEM NARRATIVES

### SECTION VI. A. – SUMMARY OF REVENUES

<b>458000 – STATE GRANT INCOME</b>	<b>\$7,000</b>
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### SECTION VI. D. –CAPITAL LINE ITEM NARRATIVES

<b>5AC303 – (1) Metal Storage Building</b>	<b>\$7,000</b>
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A metal building will be purchased and installed at the Edmund landfill. This building will be used to store and consolidate electronics before they are hauled away for recycling.

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C. Earl Hunter, Commissioner

*Promoting and protecting the health of the public and the environment.*

June 24, 2011

Katherine Hubbard  
Lexington County  
212 South Lake Drive  
Lexington, SC 29072

Dear Ms. Hubbard:

The Office of Solid Waste Reduction and Recycling is pleased to inform you that Lexington County has been awarded a FY2012 Solid Waste Grant. Enclosed please find the original grant agreement. This must be signed and returned to our Office within ten days.

Please pay particular attention to the scope section of the grant agreement. This portion details the expenses that can be reimbursed. In addition, note carefully the information contained in the special terms and conditions section. This section provides guidelines specific to this grant program.

To accept the offer of this award, please sign the original grant agreement and return the original to our office. You may not begin work under the terms of your grant until the office is in possession of the signed original grant agreement. The office will mail you a notification when we receive the signed agreement.

Please send your signed original grant agreement to Jana White; DHEC Office of Solid Waste Reduction and Recycling; 2600 Bull St.; Columbia, SC 29201, or you may scan the signed document and e-mail it to [swgrants@dhec.sc.gov](mailto:swgrants@dhec.sc.gov).

Congratulations on your award. Please call me at 803/896-4221 if you have questions concerning this or any other grant. We look forward to working with you this coming year.

Sincerely,

Jana White

cc: Amanda St. John  
Larry Porth



C. Earl Hunter, Commissioner

*Promoting and protecting the health of the public and the environment.*

## **SOLID WASTE MANAGEMENT GRANT AGREEMENT**

**Section 44-96-130, S.C. Code of Laws**

### **GRANT NOTIFICATION INFORMATION**

**Grantee:** Lexington County  
212 South Lake Drive  
Lexington, SC 29072

**Grant Number:** 32SW12

**Grant Execution Date:** The later of July 1, 2011 or upon obtaining the final signature on this grant agreement.

**Grant Ending Date:** June 30, 2012

**Grant Amount:** \$7,000.00

**Authorized Representative:** Katherine Hubbard  
**Phone Number:** ((803) 785-8100  
**FAX Number:** (803) 785-8101

**Contact Person:** Amanda St. John  
**Address:** 498 Landfill Lane  
Lexington, SC 29073  
**Phone Number:** (803) 785-3340  
**FAX Number:** (803) 755-3325

**Financial Officer:** Larry Porth  
**Address:** 212 South Lake Drive  
Lexington, SC 29072  
**Phone Number:** (803) 785-8105  
**FAX Number:** (803) 785-8379

**DEPARTMENT OF HEALTH AND ENVIRONMENTAL CONTROL**

**OFFICE OF SOLID WASTE REDUCTION & RECYCLING**

**GRANT INSTRUMENT**

**SCOPE OF SERVICES STATEMENT**

**INTRODUCTION**

The Department of Health and Environmental Control, Office of Solid Waste Reduction and Recycling (hereinafter referred to as the Office), is the administrative agency for solid waste management projects approved for expenditure of funds under the Solid Waste Management Grant Program. The Solid Waste Management Grant Program was mandated under the South Carolina Solid Waste Policy and Management Act of 1991. Lexington County submitted to the Office on April 1, 2011 an application for solid waste management grant funds.

A maximum of \$7,000.00 inclusive of all costs will be granted for this project to the government of Lexington County (hereinafter referred to as the Grantee).

**SCOPE OF WORK**

All purchases made under the scope of the grant must be requisitioned, purchased or procured by the end of the third quarter unless otherwise approved by the Office.

Grant funds will be used to expand the electronics-recycling program. Funds will be used towards the purchase of a 30'x60' steel building to be placed at Edmund Landfill. Material will be collected at various Collection and Recycling Centers. Once containers are filled, the material will be brought back to the landfill to be stored, consolidated and palletized in the new building. Once the electronics are palletized, the electronics will be picked up by a vendor for recycling. The targeted sources for the materials are residents and businesses.

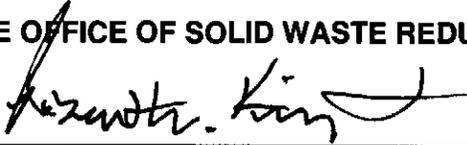
**Budget:**

30'x60' steel building            \$7000

**OFFER AND ACCEPTANCE**

The State of South Carolina, acting by and through the Office of Solid Waste Reduction and Recycling (DHEC), hereby offers assistance to the local government of Lexington County for all allowable costs incurred up to and not exceeding \$7,000.00.

**THE OFFICE OF SOLID WASTE REDUCTION AND RECYCLING (DHEC):**



\_\_\_\_\_  
Robert W. King, Jr., P.E., Deputy Commissioner

4/15/11

\_\_\_\_\_  
Date

**BY AND ON BEHALF OF THE DESIGNATED LOCAL GOVERNMENT:**

\_\_\_\_\_  
Signature of Authorized Representative

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature of Contact Person

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature of Financial Representative

\_\_\_\_\_  
Date



**COUNTY OF LEXINGTON  
DHEC USED OIL GRANT  
Annual Budget  
Fiscal Year - 2011-12**

Object Code	Revenue Account Title	Actual 2009-10	Received Thru May 2010-11	Amended Budget Thru May 2010-11	Projected Revenues Thru Jun 2010-11	Requested 2011-12	Approved 2011-12	Awarded 2011-12
<b>*DHEC Used Oil Grant 5722:</b>								
<b>Revenues:</b>								
458000	State Grant Income	26,017	35,577	47,135	47,135	34,470	34,470	34,360
805700	Op Trn from Solid Waste	5,531	0	0	0	0	0	0
<b>** Total Revenue</b>		<b>31,548</b>	<b>35,577</b>	<b>47,135</b>	<b>47,135</b>	<b>34,470</b>	<b>34,470</b>	<b>34,360</b>
<b>***Total Appropriation</b>					<b>47,135</b>	<b>34,470</b>	<b>34,470</b>	<b>34,360</b>
FUND BALANCE								
Beginning of Year					<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>
FUND BALANCE - Projected					<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>
End of Year					<u><u>0</u></u>	<u><u>0</u></u>	<u><u>0</u></u>	<u><u>0</u></u>

Fund: 5722  
Division: Public Works  
Organization: 121207 - Solid Waste / Recycling

Object Expenditure Code	Classification	2009-10 Expend	2010-11 Expend (May)	2010-11 Amended (May)	2011-12 Requested	2011-12 Approved	2011-12 Awarded
<b>BUDGET</b>							
<b>Operating Expenses</b>							
520100	Contacted Maintenance	14,770	0	0	0	0	0
520400	Advertising and Publicity	1,199	876	3,000	2,000	2,000	2,000
521200	Operating Supplies	5,656	6,334	8,000	7,200	7,200	7,000
521213	Public Education Supplies	3,216	0	2,000	3,000	3,000	3,000
525100	Postage	84	0	0	0	0	0
525210	Conference, Meeting & Training Expense	781	661	1,000	1,000	1,000	1,000
525250	Motor Pool Reimbursement	311	0	0	0	0	0
<b>* Total Operating</b>		<b>26,017</b>	<b>7,871</b>	<b>14,000</b>	<b>13,200</b>	<b>13,200</b>	<b>13,000</b>
<b>**Total Personnel &amp; Operating</b>		<b>26,017</b>	<b>7,871</b>	<b>14,000</b>	<b>13,200</b>	<b>13,200</b>	<b>13,000</b>
<b>Capital</b>							
599999	Capital Clearing	(15,048)	0	0	0	0	0
	All Other Equipment	15,048	30,525	33,135			
5AC304	(1) 1250-Gallon Oil/Gas Mixture Tank				14,900	14,900	14,900
5AC305	(1) Carport Cover				2,500	2,500	2,500
5AC306	(30) Signs				750	750	750
5AC307	(20) 55-Gallon Drums				960	960	960
5AC308	(5) 120-Gallon Oil Bottle Containers				2,160	2,160	2,250
<b>**Total Capital</b>		<b>0</b>	<b>30,525</b>	<b>33,135</b>	<b>21,270</b>	<b>21,270</b>	<b>21,360</b>
<b>** Total Appropriation</b>		<b>26,017</b>	<b>38,396</b>	<b>47,135</b>	<b>34,470</b>	<b>34,470</b>	<b>34,360</b>

## SECTION V. – PROGRAM OVERVIEW

### Summary of Programs

DHEC Used Oil Recycling Grant

#### Objective:

This program is a grant awarded by the South Carolina Department of Health and Environmental Control (DHEC). Funding will be used to maintain and upgrade each site, educate our residents about the program and provide training for our County staff.

Funding will be used to purchase (1) 1,250-gallon oil/gas mixture tank to be used at the Edmund landfill business recycling facility, (1) Carport Cover for the Edmund facility, (30) signs for the Edmund landfill recycling facility and other Collection and Recycling Centers, (20) 55- gallon drums for filters and (5)120-gallon oil bottle containers. Also requested are oil bottle bags.

Educate the public about our program by developing and printing a used oil recycling brochure, running advertisements in the newspaper and placing billboards in visible areas.

Finally, funding will be used to send staff to the Carolina Recycling Association Conference.

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**SECTION VI. – LINE ITEM NARRATIVES**

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

**458000 – State Grant Income** **\$34,360**

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

**520400 - ADVERTISING AND PUBLICITY** **\$2,000**

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Run an advertisement in Neighbors section of The State newspaper promoting the county's used oil recycling program. (1 newspaper advertisement x \$515.00 each = \$515.00).

(3) Billboard advertisements placed in various locations around the county promoting the recycling of used motor oil. (3 billboards x \$495.00 each = \$1,485).

**521200 - OPERATING SUPPLIES** **\$7,000**

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(20) Boxes of Oil Bottle Bags (Box of 100), these bags are used to line oil bottle recycling containers used for the collection and recycling of oil bottles from the County's 11 collection and recycling Centers. (20 boxes x \$350/Box = \$7,200)

**521213 - PUBLIC EDUCATION SUPPLIES** **\$3,000**

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(10,000) Used Oil Recycling Brochures, these brochures printed on recycled paper will educate residents about Lexington County's used oil recycling program. The brochures will be distributed via mail, presentations, special events, collection and recycling centers. (10,000 brochures x 0.30each = \$3,000)

**525210 – CONFERENCE, MEETING & TRAINING EXPENSES** **\$1,000**

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The \$1,000 professional development allotment will be used toward staff attendance at the Carolina Recycling Association Annual Meeting.

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

**5AC304 - (1) 1,250 GALLON OIL/GAS MIXTURE TANK \$14,900**

Purchase of (1) 1,250 gallon Oil/Gas Mixture Tanks for the Proposed Edmund Business Recycling Center.  
(1 Tank x \$14,900 each = \$ 14,900)

**5AC305 - (1) CARPORT COVER \$2,500**

Purchase of (1) Carport Cover for the Proposed Edmund Business Recycling Center. (1 x \$2,500.00 each = \$2,500)

**5AC306 - (30) SIGNS \$750**

To purchase (30) Signs: (15) for the Proposed Edmund Business Recycling Center and (15) for the other 11 Collection and Recycling Centers in the County. (30 signs x \$25.00 each = \$750)

**5AC307 - (20) 55 GALLON DRUMS (FOR OIL FILTERS) \$960**

To purchase (20) 55- gallon Drums for filter disposal at the Collection and Recycling Centers. (20 drums x \$48.00 each = \$ 960)

**5AC308 - (5) 120 GALLON OIL BOTTLE CONTAINERS \$2,250**

To purchase (5) 120- gallon oil bottle containers for Collection and Recycling Centers. (5 containers x \$450 each = \$2,250)

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C. Earl Hunter, Commissioner

*Promoting and protecting the health of the public and the environment.*

June 24, 2011

Katherine Hubbard  
Lexington County  
212 South Lake Drive  
Lexington, SC 29072

Dear Ms. Hubbard,

The Office of Solid Waste Reduction and Recycling is pleased to inform you that Lexington County has been awarded a FY2012 Used Oil Grant. Enclosed please find the **original** grant agreement. This must be signed and returned to our Office within ten days.

Please pay particular attention to the scope section of the grant agreement. This portion details the expenses that can be reimbursed. In addition, note carefully the information contained in the special terms and conditions section. This section provides guidelines specific to this grant program.

Please note that the entire application was not funded exactly as requested. Award amounts for equipment and supplies were standardized increasing the amount for the oil bottle containers and decreasing the amount for supplies. Also, we want to remind you that our supplier for spill kits/socks – Crown Chemical and Janitorial Supply – has agreed to honor our previous contract price for all local governments. Each spill kit costs \$23.95 and each spill sock costs \$14.50. If you are interested in purchasing spill kits and spill socks – using either grant or local government funds – from Crown Chemical and Janitorial Supply, you may contact Melissa Tackett at (864) 497-1372.

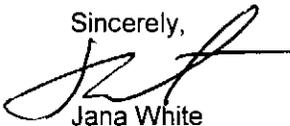
All purchases made under the scope of the grant, with the exception of contractor costs and professional development, must be requisitioned, purchased or procured by the end of the third quarter unless otherwise approved by the Office.

To accept the offer of this grant, please return the signed grant agreement to our office. An applicant wishing to appeal this offer may file a request for a review by the Solid Waste Advisory Council. Requests must be made in writing within 30 days of receipt of this award notification. You may not begin work under the terms of your grant until the office is in possession of the signed agreement. The office will mail you a notification when we receive the signed grant agreement.

Please send your signed grant agreement to Jana White, DHEC Office of Solid Waste Reduction and Recycling, 2600 Bull St. Columbia, SC 29201, or you may scan the signed document and e-mail it to [swgrants@dhec.sc.gov](mailto:swgrants@dhec.sc.gov).

Congratulations on your award. Please call me at 803/896-4221 if you have questions concerning this or any other grant. We appreciate your recycling efforts and look forward to working with you this coming year.

Sincerely,



Jana White

Enclosures

cc: Amanda St. John  
Larry Porth



C. Earl Hunter, Commissioner

*Promoting and protecting the health of the public and the environment.*

**USED OIL RECYCLING GRANT AGREEMENT  
Section 44-96-160, S.C. Code of Laws**

**GRANT NOTIFICATION INFORMATION**

**Grantee:** Lexington County

**Mailing Address:** 212 South Lake Drive  
Lexington, SC 29072

**Grant Number:** 32 wo 12

**Grant Execution Date:** The later of July 1, 2011 or upon obtaining the final signature on this grant agreement.

**Grant Ending Date:** June 30, 2012

**Grant Amount:** \$34,360.00

**Authorized Representative:** Katherine Hubbard  
**Phone Number:** (803) 785-8100  
**FAX Number:** (803) 785-8101

**Contact Person:** Amanda St. John  
**Address:** 498 Landfill Lane  
Lexington, SC 29073  
**Phone Number:** (803) 785-3340  
**FAX Number:** (803) 755-3325

**Financial Officer:** Larry Porth  
**Address:** 212 South Lake Drive  
Lexington County Finance Department  
Lexington, SC 29072  
**Phone Number:** (803) 785-8105  
**FAX Number:** (803) 785-8379

**DEPARTMENT OF HEALTH AND ENVIRONMENTAL CONTROL  
OFFICE OF SOLID WASTE REDUCTION & RECYCLING**

**GRANT INSTRUMENT  
PART ONE  
SCOPE OF SERVICES STATEMENT**

**INTRODUCTION**

The Department of Health and Environmental Control, Office of Solid Waste Reduction and Recycling (hereinafter referred to as the Office), is the administrative agency for used oil recycling projects approved for expenditure of funds under the Used Oil Recycling Grant Program. The Used Oil Recycling Grant Program is mandated under the South Carolina Solid Waste Policy and Management Act of 1991. Lexington County submitted to the Office on April 1, 2011 an application for used oil recycling funds.

A maximum of \$34,360.00 will be granted for this project to the government of Lexington County (hereinafter referred to as the Grantee).

**SCOPE OF WORK**

Funds will be used for the purchase and installation of an oil/gas mixture tank to be placed inside of fenced, staffed recycling centers at the Edmond Landfill site. The tank will be installed on an existing concrete pad along with a carport cover of sufficient size to limit rainwater from entering the containment area. The facility may not begin collecting oil/gas mixtures until approval by the appropriate local fire official or the State Fire Marshal's Office. Signs will be purchased and installed to advertise the oil/gas mixture site. All oil collected will be recycled or burned for energy recovery in a DHEC approved manner.

Grantee will use funds for the purchase of supplies such as bottle bags, drain pans, spill kits/socks and/or oil dry to maintain the used oil recycling centers.

Replacement Oil filter/bottle collection containers and covers will be purchased and placed at recycling centers and made available to county residents. County staff will be responsible for ensuring that all filters/bottles collected are recycled.

Oil bottle drain racks will be placed at the county recycling centers noted above for use by county residents or county staff. Oil bottles will be drained and recycled along with other HDPE plastics.

County staff will ensure that all used oil and related items collected in this program are recycled or reused. End markets and total annual tonnages for all materials collected as a result of this grant will be reported in the final report.

Public education funds will be used for activities to include design, printing, and distribution of informational materials as pre-approved by the Office.

Professional development including travel by county personnel to recycling conferences or trainings must be requested in writing and be pre-approved by the Office.

All purchases made under the scope of the grant with the exception of professional development must be requisitioned, purchased or procured by the end of the third quarter unless otherwise approved by the Office.

**Budget:**

**Equipment/supplies**

	<b>\$28,360.00</b>
1200 gal. oil/gas mixture tank	\$14,900.00
Carport cover	\$ 2,500.00
Signs <u>30@\$25ea.</u>	\$ 750.00
Drum Covers <u>20@\$48ea.</u>	\$ 960.00
Oil Bottle Containers <u>5@\$450ea.</u>	\$ 2,250.00
Miscellaneous Supplies	\$ 7,000.00

**Public Education**

	<b>\$ 5,000.00</b>
As pre-approved by the Office	\$ 5,000.00

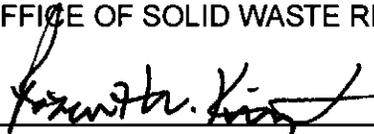
**Professional Development**

	<b>\$ 1,000.00</b>
Recycling workshops, conferences	\$ 1,000.00

**OFFER AND ACCEPTANCE**

The State of South Carolina, acting by and through the Office of Solid Waste Reduction and Recycling (DHEC), hereby offers assistance to the local government of Lexington County for all allowable costs incurred up to and not exceeding \$34,360.00.

THE OFFICE OF SOLID WASTE REDUCTION AND RECYCLING (DHEC):

 4/15/11  
Robert W. King, Jr., P.E., Deputy Commissioner Date

BY AND ON BEHALF OF THE DESIGNATED LOCAL GOVERNMENT:

\_\_\_\_\_  
Signature of Authorized Representative Date

\_\_\_\_\_  
Signature of Contact Person Date

\_\_\_\_\_  
Signature of Financial Representative Date

## COUNTY OF LEXINGTON Grant Request Summary Form

**Title of Grant:** Solid Waste Tire Grant

**Fund:** 5721 Waste Tire Grant **Department:** 121207 Solid Waste/Recycling  
*No. Title No. Title*

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

**Grant Overview:**

Solid Waste Management is awarded the DHEC Waste Tire Recycling grant to help promote proper tire disposal/recycling and training for County Staff.

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

**Responsible Departmental Grant Personnel:** Amanda St. John, Recycling Coordinator

**Date Grant Information Released:** January 28, 2011 **Date Grant Application Due:** April 1, 2011

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

<b>Personnel</b>	\$ -		* Application Amount:	\$ 6,000.00
<b>Operating</b>	\$ 3,750.00		* Award Amount:	\$ 3,750.00
<b>Capital</b>	\$ -			
<b>Total</b>	<u>\$ 3,750.00</u>			

**Local Match Required:** Yes  No

**If Yes, What is the Percentage / Amount:** N/A  
 \_\_\_\_\_  
 % \$ Amount

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

Submit quarterly and year-end reports to DHEC.

Dept. Preparer:	ASJ	7/15/2011
Dept. Approval:	DE	7/15/2011
Finance Approval:	AD	7/15/2011
	<i>Initials</i>	<i>Date</i>



## SECTION V. – PROGRAM OVERVIEW

### Summary of Program

DHEC Waste Tire Grant

### Objective:

This program is a grant awarded from the South Carolina Department of Health and Environmental Control (DHEC). The funds will be used to educate the public about proper tire disposal. Funds will also be used to send staff to the Carolina Recycling Annual Conference or the SWANA Annual conference to promote professional development.

## SECTION VI. – LINE ITEM NARRATIVES

### SECTION IV. A. – SUMMARY OF REVENUES

<b>458000 – STATE GRANT INCOME</b>	<b>\$3,750</b>
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### SECTION VI. C. OPERATING LINE ITEM NARRATIVES

<b>521213 – PUBLIC EDUCATION SUPPLIES</b>	<b>\$3,000</b>
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Funds will be used to cover the purchase of educational supplies, brochures, etc.

<b>525210 – CONFERENCE, MEETING &amp; TRAINING EXPENSES</b>	<b>\$750</b>
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Funds will be used to cover the cost for staff to attend the Carolina Recycling Association's annual conference or other professional development.

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C. Earl Hunter, Commissioner

*Promoting and protecting the health of the public and the environment.*

June 24, 2011

Katherine Hubbard  
Lexington County  
212 South Lake Drive  
Lexington, SC 29072

Dear Ms. Hubbard:

The Office of Solid Waste Reduction and Recycling is pleased to inform you that Lexington County has been awarded a FY2012 Waste Tire/Automobile Dismantler Recycling Grant. Enclosed please find the original grant agreement. This must be signed and returned to our Office within ten days.

Please pay particular attention to the scope section of the grant agreement. This portion details the expenses that can be reimbursed. In addition, note carefully the information contained in the special terms and conditions section. This section provides guidelines specific to this grant program.

Due to decreasing fund balances and budget uncertainties, the Department has reduced grant awards as approved by the Solid Waste Advisory Council. The grants awarded include contractor costs for the recycling of waste tires and reduced awards for public education and professional development.

Please send your signed grant agreement to Jana White; DHEC Office of Solid Waste Reduction and Recycling; 2600 Bull St.; Columbia, SC 29201, or you may scan the signed agreement and e-mail it to [swgrants@dhec.sc.gov](mailto:swgrants@dhec.sc.gov).

You may not begin work under the terms of your grant until the office is in possession of the signed grant agreement. The office will mail you a notification when we receive the signed agreement.

Congratulations on your award. Please call me at 803/896-4221 if you have questions concerning this or any other grant. We look forward to working with you this coming year.

Sincerely,

Jana White

cc: Amanda St. John  
Larry Porth



C. Earl Hunter, Commissioner

*Promoting and protecting the health of the public and the environment.*

## WASTE TIRE/AUTOMOBILE DISMANTLER RECYCLING GRANT AGREEMENT

### Section 44-96-170, S.C. Code of Laws

#### PART I - GRANT NOTIFICATION INFORMATION

**Grantee:** Lexington County

**Mailing Address:** 212 South Lake Drive  
Lexington, SC 29072

**Grant Number:** 32 wt 12

**Grant Execution Date:** The later of July 1, 2011 or upon obtaining the final signature on this grant agreement.

**Grant Ending Date:** June 30, 2012

**Grant Amount:** \$3,750.00

**Authorized Representative:** Katherine Hubbard  
**Phone Number:** (803) 785-8100  
**Fax:** (803) 785-8101

**Contact Person:** Amanda St. John  
**Address:** 498 Landfill Lane  
Lexington, SC 29073  
**Phone:** (803) 785-3340  
**Fax:** (803) 755-3325

**Financial Officer:** Larry Porth  
**Address:** 212 South Lake Drive  
Lexington County Finance Department  
Lexington, SC 29072  
**Phone:** (803) 785-8105  
**Fax:** (803) 785-8379

**DEPARTMENT OF HEALTH AND ENVIRONMENTAL CONTROL**

**OFFICE OF SOLID WASTE REDUCTION & RECYCLING**

**GRANT INSTRUMENT  
PART ONE**

**SCOPE OF SERVICES STATEMENT**

**INTRODUCTION**

The Department of Health and Environmental Control, Office of Solid Waste Reduction and Recycling (hereinafter referred to as the Office), is the administrative agency for waste tire recycling projects approved for expenditure of funds under the Waste Tire Recycling Grant Program. The Waste Tire Recycling Grant Program is mandated under the South Carolina Solid Waste Policy and Management Act of 1991. Lexington County submitted to the Office on or before April 1, 2011 an application for Waste Tire recycling funds.

A maximum of \$3,750.00 will be granted for this project to the government of Lexington County (hereinafter referred to as the Grantee).

**SCOPE OF WORK**

Public education funds will be used to include design, printing, and distribution of informational materials as approved by the Office.

Travel by county personnel to recycling conferences or trainings must be requested in writing and may be approved up to the limits described below.

All purchases made under the scope of the grant, with the exception of contractor costs and professional development, must be requisitioned, purchased or procured by the end of the third quarter unless otherwise approved by the Office.

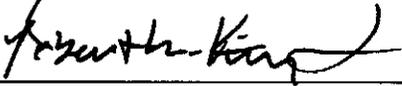
**Budget:**

Public Education	\$3,000.00
Professional Development	\$ 750.00

**OFFER AND ACCEPTANCE**

The State of South Carolina, acting by and through the Office of Solid Waste Reduction and Recycling (DHEC), hereby offers assistance to the local government of Lexington County for all allowable costs incurred up to and not exceeding \$3,750.00.

THE OFFICE OF SOLID WASTE REDUCTION AND RECYCLING (DHEC):



\_\_\_\_\_  
Robert W. King, Jr., P.E., Deputy Commissioner

4/15/11

\_\_\_\_\_  
Date

**BY AND ON BEHALF OF THE DESIGNATED LOCAL GOVERNMENT:**

\_\_\_\_\_  
Signature of Authorized Representative

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature of Contact Person

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature of Financial Representative

\_\_\_\_\_  
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.

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 26TH DAY OF JULY, TWO THOUSAND AND ELEVEN, ADOPTED THE FOLLOWING:

**WHEREAS**, Carol R. Metts served with honor on the Lexington County Museum Board for eight years, from February 23, 2003 to June 28, 2011. During this time she served as Secretary for two years and Vice Chairman for one year; and

**WHEREAS**, Carol is a charter member of the Friends of the Lexington County Museum where she has faithfully performed the duties of secretary since 1997; and

**WHEREAS**, Carol is a passionate supporter of the Museum and its services, continually sharing with citizens the significant role the Museum plays in our community and often serving as an unofficial liaison between the Board and elected officials and other community leaders; and

**WHEREAS**, Carol has been a strong advocate to ensure the Museum receives funding needed to preserve and display the history and heritage of Lexington County for generations to come. During her tenure on the Board, the Museum added both the Wadlington Pigeon House and the Leaphart/Harman House to its collection of historic structures. The Museum also acquired significant artifacts during her time of service, including seven rifles made in South Carolina prior to the Civil War. Two of these rifles were made locally in Lexington County (the Quattlebaum and Hall rifles). The Museum also began its annual Haunted History Halloween Program, attributed in part to Carol's visionary leadership; and

**WHEREAS**, Carol remains an active citizen professionally, in her community, and also within Pilgrim Lutheran Church, where she is a lifelong member; and

**WHEREAS**, as a lifelong resident of Lexington, her interest in preserving Lexington County's history stems from the strong roots of her parents who were also Lexington residents.

**NOW, THEREFORE, BE IT RESOLVED** that we, the members of Lexington County Council, extend to **CAROL R. METTS** our sincere thanks and gratitude for the excellent job she has done for the Board, the County, and the citizens of Lexington County.

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

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

\_\_\_\_\_  
Frank J. Townsend, III

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

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

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

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

\_\_\_\_\_  
K. Brad Matthews

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

ATTEST:

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

## RESOLUTION

**THE COUNCIL FOR THE COUNTY OF LEXINGTON, SOUTH CAROLINA, MEETING IN GENERAL SESSION THE 26TH DAY OF JULY, TWO THOUSAND AND ELEVEN, ADOPTED THE FOLLOWING:**

**WHEREAS**, S. Lyman Whitehead served with honor on the Lexington County Health Services District, Inc. Board of Directors from March 2005 through March 2011; and

**WHEREAS**, his commitment to devoting the time necessary to fulfill the responsibilities of this appointment is a reflection of his concern for Lexington County and its citizens; and

**WHEREAS**, during Mr. Whitehead's tenure on the Board, he has witnessed such projects as the construction of Lexington Medical Park 2, the construction of the \$150 million expansion to Lexington Medical Center that includes complete replacement of the Operating Room, expansion to the Laboratory and other departments and the addition of an inpatient bed tower that can accommodate 150 new beds, purchased land for a future second hospital, and the approval of a Certificate of Need to provide comprehensive cardiac services at Lexington Medical Center; and

**WHEREAS**, Mr. Whitehead has also served as Vice Chairman of the Planning Committee and served on the Finance and Operations Committee, Community Outreach Committee, LEXMED Board, and Infection Control Committee.

**NOW, THEREFORE, BE IT RESOLVED** that we, the members of Lexington County Council, extend to **S. LYMAN WHITEHEAD** our sincere thanks and gratitude for the tremendous job he has done for the Board, the County, and the citizens of Lexington County.

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

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

\_\_\_\_\_  
Frank J. Townsend, III

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

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

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

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

\_\_\_\_\_  
K. Brad Matthews

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

ATTEST:

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

## RESOLUTION

**THE COUNCIL FOR THE COUNTY OF LEXINGTON, SOUTH CAROLINA, MEETING IN GENERAL SESSION THE 26TH DAY OF JULY, TWO THOUSAND AND ELEVEN, ADOPTED THE FOLLOWING:**

**WHEREAS**, Reagan Ryder Hendrix was elected the 65<sup>th</sup> Governor of Palmetto Girls State at Presbyterian College on June 16, 2011 and sworn in on June 17, 2011; and

**WHEREAS**, Palmetto Girls State is a one-week educational program organized, administered and sponsored by the South Carolina Department of the American Legion Auxiliary aimed to give rising high school seniors a “broad view of their citizenship responsibilities in a democracy”; and

**WHEREAS**, five hundred fifty delegates were selected for this year’s program to meet various municipal, county, and state public servants and hold their own campaigns and elections for office, including governor, supreme court, representatives, state officers, and local officials; and

**WHEREAS**, Reagan is a rising senior Honor Student at Lexington High School where she is a member of the Honors Orchestra and member of the Core Leadership team in the youth department at Lexington Baptist Church; and

**WHEREAS**, Reagan is a frequent volunteer for Operation Christmas Child and Pet’s Inc.; and

**WHEREAS**, she is the daughter of Scott and Wanda Hendrix of Lexington with a younger brother, Rivers Hendrix, a rising sophomore at Lexington High School.

**NOW, THEREFORE, BE IT RESOLVED** that we, Lexington County Council, recognize and congratulate **REAGAN RYDER HENDRIX** upon her selection as a delegate to Palmetto Girls State and for being elected the 65<sup>th</sup> Governor of the 2011 Palmetto Girls State.

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James E. Kinard, Jr., Chairman

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William B. Banning, Sr., Vice Chairman

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Frank J. Townsend, III

---

George H. “Smokey” Davis

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Debra B. Summers

---

Bobby C. Keisler

---

Johnny W. Jeffcoat

---

K. Brad Matthews

---

M. Todd Cullum

ATTEST:

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Diana W. Burnett, Clerk

## RESOLUTION

**THE COUNCIL FOR THE COUNTY OF LEXINGTON, SOUTH CAROLINA, MEETING IN GENERAL SESSION THE 26TH DAY OF JULY, TWO THOUSAND AND ELEVEN, ADOPTED THE FOLLOWING:**

**WHEREAS**, the County of Lexington is home to the Broad, Saluda and North Fork of the Edisto Rivers, Lake Murray and multiple creeks and streams; and

**WHEREAS**, the County of Lexington is dedicated to the protection of the waterways that flow through our County for present and future generations; and

**WHEREAS**, public outreach and involvement assures an educated and empowered citizenry, supporting clean water policies and sustainable environmental practices; and

**WHEREAS**, stewardship of our treasured natural resources protects our health and promotes economic development.

**NOW, THEREFORE, BE IT RESOLVED** that we, the members of Lexington County Council, recognize August as **NATIONAL WATER QUALITY MONTH** and applaud our partnership in the 2<sup>nd</sup> Annual Summer Celebration of Water.

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

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

\_\_\_\_\_  
Frank J. Townsend, III

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

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

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

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

\_\_\_\_\_  
K. Brad Matthews

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

ATTEST:

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



## APPOINTMENTS BOARDS & COMMISSIONS

July 26, 2011

### **BOBBY KEISLER**

**Nancy K. Perry Children's Shelter** - Carol R. Metts; term expired 06/30/11; eligible for reappointment; *confirmed desire NOT to serve another term*

### **SMOKEY DAVIS**

**Planning Commission** - Andrew White; term expires 08/26/11; eligible for reappointment; *confirmed desire to serve another term*

### **JOHNNY JEFFCOAT**

**Nancy K. Perry Children's Shelter** - Christine B. Westbrook; term expired 06/30/11; not eligible for reappointment

### **BRAD MATTHEWS**

**Planning Commission** - David Laird; term expires 08/26/11; eligible for reappointment; *confirmed desire to serve another term*

### **BILL BANNING**

**Nancy K. Perry Children's Shelter** - Elizabeth B. Partlow; term expired 06/30/11; eligible for reappointment; *confirmed desire to serve another term*

**Planning Commission** - Robert Lee Matthews; term expires 08/26/11; eligible for reappointment; *confirmed desire to serve another term*

### **TODD CULLUM**

**Board of Zoning Appeals** - Vacant; term expires 12/31/13

**Museum** - Vacant (Carol Metts); term expires 11/01/13

### **AT LARGE:**

#### **Building Codes Board of Appeals:**

**Plumbing** - Ashton Shuler; term expires 08/13/11; eligible for reappointment; *confirmed desire NOT to serve another term*

**Gas/Mechanical** - Marvin Smith; term expires 08/13/11; eligible for reappointment; *confirmed desire NOT to serve another term*

**Building Industry** - Ernie Magaro, Jr.; term expires 08/13/11; eligible for reappointment; *confirmed desire to serve another term*

**At-Large** - Richard Key; term expires 08/13/11; eligible for reappointment; *confirmed desire to serve another term*

#### **Central Midlands Council of Governments (COG):**

**Citizen Appointee** - Wilbur Lee Jeffcoat; terms expired 06/15/11; eligible for reappointment; *confirmed desire to serve another term*

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

**At Large** - Robert Livingston; term expired 06/30/11; eligible for reappointment; *confirmed desire to serve another term*

#### **Stormwater Advisory Board:**

**Developer** - Carl J. Berry, II; term expires 12/09/12; resigned effective July 8, 2011; letter attached

# **SYCAMORE DEVELOPMENT, LLC**

P.O. BOX 23489  
COLUMBIA, SC 29224-3489  
TELEPHONE: (803) 788-8300  
FAX: (803) 699-3275

July 8, 2011

To: Sheri Armstrong  
Lexington County Stormwater

From: Carl J. Berry, II

RE: Resignation – Lexington County Stormwater Appeals Board

Dear Sheri:

Due to personal reasons discussed with you yesterday, I am informing you of my resignation from the Lexington County Stormwater Appeals Board effective immediately. I appreciate the opportunity I have had to serve Lexington County in this capacity, and have enjoyed serving with my fellow board members. It has been a pleasure to work with you and your team as well. I wish you, the Lexington County Stormwater Department and Lexington County much success in the future.

Yours truly,



Carl J. Berry, II  
President - Sycamore Development, LLC

ED  
JUL 11 2011

# COUNTY OF LEXINGTON

## Procurement Services

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### MEMORANDUM

(O) 785-8385

(F) 785-2240

**DATE:** July 18, 2011

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

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

**FROM:** Jo Marie Brown  
Procurement Officer

**SUBJECT: Architectural and Engineering Services for the Renovation of the former DSS Facility/new Sheriff's Training Facility and County Coroner's Office Relocation & County Records Storage Renovation**

We have received two (2) purchase requests for the Architectural and Engineering Services for the renovation of the former DSS Facility/New Sheriff's Training Facility and the County Coroner Office Relocation & County Records Storage Renovation. MBAJ Architecture has provided the following fees for Schematic Design, Design Development, Construction Documents, and Construction Administration. Their estimated costs (including reimbursable expenses) are not to exceed \$78,019.00 for the Sheriff's Training Facility, \$32,645.00 for the Coroner Office Relocation, and \$38,086.00 for the Records Storage Renovation.

Funds are appropriated in the following accounts:

<u>Account Number</u>	<u>Account Description</u>	<u>Account Balance</u>
1000-159900-814515	DSS Building Renovation	\$482,511.00
1000-999900-814515	DSS Building Renovation	\$482,512.00
1000-141300-814502	Auxiliary Building Renovation	\$394,361.00
1000-102110-814502	Auxiliary Building Renovation	\$362,123.00

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 July 26, 2011.

copy: Larry Porth, Director of Finance/Assistant County Administrator  
Mark Kerley, Building Services Manager

# COUNTY OF LEXINGTON

## Procurement Services

---

MEMORANDUM

(O) 785-8166

(F) 785-2240

**DATE:** July 18, 2011

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

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

**FROM:** Jo Marie Brown  
Procurement Officer

**SUBJECT: Cayce Magistrate HVAC Replacement  
B11049-03/28/11B**

---

Competitive bids were solicited and advertised for the Energy Efficiency and Conservation Block Grant (EECBG) Cayce Magistrate HVAC Replacement. A mandatory pre-bid meeting was held on June 23, 2011, in which seven (7) contractors attended.

We received three (3) bids on July 8, 2011 (see attached Bid Tabulation).

The bids were evaluated by Rob Buckanavage, AIA, with MBAJ Architecture; Bill McMillan, with The Sims Group; Mark Kerley, Building Services Manager; Jeffrey A. Hyde, Procurement Manager; and Jo Marie Brown, Procurement Officer. It is our recommendation to award this project to the lowest responsive, responsible bidder, Bear Mechanical Services, LLC, in the amount of \$221,500.00.

County funds are appropriated in the following account:

<u>Account Number</u>	<u>Account Description</u>	<u>Account Balance</u>
4511-111300-5AA326	Cayce Magistrate –HVAC Replacement	\$221,500.00

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 July 26, 2011.

copy: Larry Porth, Director of Finance/Assistant County Administrator  
Mark Kerley, Building Services Manager



**BID TABULATION  
SINGLE PRIME BUILDING CONTRACTORS**

**PROJECT:** Cayce Magistrate HVAC Replacement  
County of Lexington  
Bid #B12002-07/08/11B

**BID DATE:** July 08, 2011  
**BID TIME:** 2:00 p.m.  
**LOCATION:** County of Lexington, Administration Building  
212 South Lake Drive  
Lexington, SC 29072

**MBAJ NO.:** 1013                      **FILE NO.:** B-8.1

Bear Mechanical	M106143	x	x	\$221,500
Cullum Constructors	M101999	x	x	\$262,229
Columbia Cooling & Heating	M1859	x	x	\$267,195

**CONFIRMED BID TABULATION SHEET**

MBAJ Architecture

BY: \_\_\_\_\_

Robert J. Bucknavage, AIA

# COUNTY OF LEXINGTON

## Procurement Services

---

MEMORANDUM

(O) 785-8166

(F) 785-2240

**DATE:** July 18, 2011

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

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

**FROM:** Jo Marie Brown  
Procurement Officer

**SUBJECT: Partial Roof Replacement on Summary Court Building  
B11060-06/29/11B**

Competitive bids were solicited and advertised for the Partial Roof Replacement on Summary Court Building. A mandatory pre-bid meeting was held on June 21, 2011, in which eight (8) contractors attended.

We received seven (7) bids on June 29, 2011 (see attached Bid Tabulation).

The bids were evaluated by Rob Lyon, with Lyon and Associates; Mark Kerley, Building Services Manager; Bob Hall, Building Services; Jeffrey A. Hyde, Procurement Manager; and Jo Marie Brown, Procurement Officer. It is our recommendation to award this project to the lowest responsive, responsible bidder, J.A. Piper Roofing Company, Inc., in the amount of \$32,940.00.

County funds are appropriated in the following account:

<u>Account Number</u>	<u>Account Description</u>	<u>Account Balance</u>
1000-111300-5AB680	Summary Court Center-R	\$32,940.00

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 July 26, 2011.

copy: Larry Porth, Director of Finance/Asst. County Administrator  
Mark Kerley, Building Services Manager

# County of Lexington

B11060  
JMB  
6/29/2011

## Bid Tabulation

**BID # : B11060-06/29/11B**  
**Partial Roof Replacement on the Summary Court Building**

				Aqua Seal	CE Bourne	Commercial Roof	JA Piper Roofing
Item	Qty	U/M	Description	Unit Total	Unit Total	Unit Total	Unit Total
1	1	Job	Labor, materials, and equipment for the work On the Partial Roof Replacement on the Summary Court Building per the specifications and drawings.	\$ 34,390.00	\$ 53,900.00	\$ 54,000.00	\$ 32,940.00
<b>Total Cost</b>				<b>\$ 34,390.00</b>	<b>\$ 53,900.00</b>	<b>\$ 54,000.00</b>	<b>\$ 32,940.00</b>

				Lloyd Roofing	Roofco	Watts & Associates
Item	Qty	U/M	Description	Unit Total	Unit Total	Unit Total
1	1	Job	Labor, materials, and equipment for the work On the Partial Roof Replacement on the Summary Court Building per the specifications and drawings.	\$ 37,490.00	\$ 59,900.00	\$ 44,500.00
<b>Total Cost</b>				<b>\$ 37,490.00</b>	<b>\$ 59,900.00</b>	<b>\$ 44,500.00</b>

Bids Received: June 29, 2011 @ 3:00 pm

\_\_\_\_\_  
Jo Marie Brown, CPPB  
Procurement Officer

# COUNTY OF LEXINGTON

## Procurement Services

---

MEMORANDUM

(O) 785-8385

(F) 785-2240

**DATE:** July 16, 2011

**TO:** Katherine Hubbard  
County Administrator

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

**SUBJECT:** REQUEST FOR APPROVAL TO UTILIZE THE REQUEST FOR  
QUALIFICATIONS PROCESS FOR THE PRE-QUALIFICATION OF  
GENERAL CONTRACTORS FOR THE 911 COMMUNICATIONS CENTER

---

We are requesting the use of the Request for Qualifications (RFQ) process in order to pre-qualify potential General Contractors to bid on the 911 Communications Center.

Due to the scope and the nature of this project, we feel that it would be to our advantage to prepare minimum requirements needed in selecting a competent general contractor. Proposals shall be reviewed and evaluated by a review panel and our consultant – Kling Stubbins, based upon specific evaluation factors such as previous performance on similar projects, overall qualifications and experience of the firm, key personnel assigned to the project, ability to meet and recognize special project requirements, financial stability, prior project references, and proposed mechanical subcontractors.

It is therefore our recommendation to utilize the Request for Qualifications procedure established in the County ordinance. We further recommend that we seek approval at the next scheduled County Council meeting set for July 26, 2011.

copy: Larry Porth, Director of Finance/Assistant County Administrator  
Joe G. Mergo III, Deputy County Administrator  
Mike Ujcich, Chief Information Officer  
Chief Bruce Rucker, Director of Public Safety & Homeland Security

# COUNTY OF LEXINGTON

## Procurement Services

---

MEMORANDUM

(O) 785-8166

(F) 785-2240

**DATE:** July 19, 2011

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

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

**FROM:** Jo Marie Brown  
Procurement Officer

**SUBJECT: Housing Rehabilitation Project at 928 Saint Matthews Road  
B11059-06/22/11B**

---

Competitive bids were solicited and advertised for the Housing Rehabilitation Project at 928 Saint Matthews Road. A non-mandatory pre-bid meeting was held on June 8, 2011 at the residence's home.

We received three (3) responsive bids on June 22, 2011 (see attached Bid Tabulation).

The bids were evaluated by Ayesha Driggers, Community Development, Henry Glover, Inspector for Associated Contractors; and Jo Marie Brown, Procurement Officer. It is our recommendation to award this project to the lowest responsive, responsible bidder, P&L Construction, in the amount of \$28,075.00.

County funds are appropriated in the following account:

<u>Account Number</u>	<u>Account Description</u>	<u>Account Balance</u>
2401-181201-537140	Housing Rehabilitation Prog	\$250,861.00

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 July 26, 2011.

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

## County of Lexington

### Bid Tabulation

Bid # B11059-6/22/11B

Housing Rehabilitation Project at 928 Saint Matthews Road

Item #	Quantity	U/M	Description	P&L Construction	All Around Home Repair	Liberty Builders
				Total Price	Total Price	Total Price
1	1	Job	Labor, materials, and equipment for the work on the Housing Rehabilitation Project at 928 St. Matthews Rd.	\$11,325.00	\$17,625.00	\$13,500.00
2	1	Job	Labor, materials, and equipment for the lead based paint remediation on the Housing Rehabilitation Project at 928 St. Matthews Rd.	\$16,750.00	\$13,550.00	\$18,200.00
<b>Total Bid</b>				<b>\$28,075.00</b>	<b>\$31,175.00</b>	<b>\$31,700.00</b>

Bids Opened: June 22, 2011 @ 3:00 PM

---

Jo Marie Brown  
 Procurement Officer

# COUNTY OF LEXINGTON

## Procurement Services

MEMORANDUM

(O) 785-8319

(F) 785-2240

**DATE:** July 5, 2011

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

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

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

**SUBJECT: Lexington County Community Housing Development Organization (CHDO)  
Rental Housing Request for Professional Services  
PQ11008-06/01/11S  
Community Development**

A proposal was solicited and advertised for Lexington County Community Housing Development Organization. The HOME Program in the County of Lexington Community Development Department requested projects from Lexington County certified Community Housing Development Organizations (CHDO) with the qualifications and capacity to develop affordable rental housing for low-and very low-income households. The County is making available federal HOME Investment Partnerships Act funds to assist in the development of affordable rental housing projects. These eligible projects will involve the acquisition and rehabilitation of existing rental housing units and/or the new construction of rental housing that meets the needs of low to very low income households and special housing populations. The expected project completion date is December 31, 2011.

The proposal was evaluated by Ron Scott, Director of Community Development; Ayesha Driggers, HOME Program Administrator; Rhonda Dean, Community Development Administrator; Renee Cotton-Miller, Community Development Technician; and Angela M. Seymour, Procurement Officer. It is our recommendation to award this project to Community Assistance Provider in the amount of \$417,390.00.

County funds will be appropriated in the following account after the 2011 (FY) funds carry over:

<u>Account Number</u>	<u>Account Description</u>	<u>Account Balance</u>
2401-181201-537138	Community Housing Development Organization	\$667,168.92

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 July 26, 2011.

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

# COUNTY OF LEXINGTON

## Procurement Services

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MEMORANDUM

(O) 785-8166

(F) 785-2240

**DATE:** July 11, 2011

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

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

**FROM:** Jo Marie Brown  
Procurement Officer

**SUBJECT:** (1) Dodge Durango (4X4)  
Coroner's Office

---

We are in receipt of a purchase request for one (1) Dodge Durango (4x4) for the Coroner's Office. This replacement vehicle will be purchased from Benson Chrysler, Plymouth, Dodge through South Carolina State Contract number 4400002991. This vehicle 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 vehicle is \$25,824.00.

Funds are appropriated in the following account:

<u>Account Number</u>	<u>Account Description</u>	<u>Account Balance</u>
1000-141300-5AC181	(1) Vehicle (4X4) - Repl	\$27,053.00

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 July 26, 2011.

Attachment

Copy: Larry Porth, Director of Finance/Assistant County Administrator  
Harry Harmon, Coroner  
Bill Kazmierczak, Fleet Manager

**COUNTY OF LEXINGTON**  
**Procurement Services**

---

MEMORANDUM

(O) 785-8319

(F) 785-2240

**DATE:** July 12, 2011

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

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

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

**SUBJECT: Bulk Deliveries of Unleaded Gasoline and Diesel Fuel – Term Contract  
C11025-06/30/11S  
Fleet Services**

---

Competitive bids were solicited and advertised for a term contract for Bulk Deliveries of Unleaded Gasoline and Diesel Fuel for Fleet Services.

The bids were evaluated by Bill Kazmierczak, Fleet Manager; and Angela M. Seymour, Procurement Officer. It is our recommendation to make multiple awards to the lowest bidders meeting specifications for an estimated premium yearly cost, including applicable sales tax, of \$2,593,947.19 as follows (see attached bid and Lexington County Historical & Projected tabulations):

<u>ITEM</u>	<u>COMPANY</u>
Item #1-2, 6-10	James River Solutions
Item #3-4	Mansfield Oil Company
Item #5	Petroleum Traders

In addition to the Oil Price Information Service (OPIS) Average Daily Rack Price, the County will also pay the current base bulk rate. It is our recommendation to award this term contract for the initial period of one (1) year with the option to extend the contract for four (4) additional one (1) year periods, if deemed to be in the best interest of the County.

I concur with the above recommendation and further recommend that this bid be placed on County Council's agenda for the next scheduled meeting on July 26, 2011.

copy: Larry Porth, Director of Finance/Assistant County Administrator  
Bill Kazmierczak, Fleet Manager

# County of Lexington

## Bid Tabulation

BID # : C11025-06/30/11S

### BULK DELIVERIES OF UNLEADED GASOLINE AND DIESEL FUEL

Item	Qty	U/M	Description	Current State Bid Adjusted to include \$.01 MMO fee		Mansfield Oil Company		Petroleum Traders		James River Solutions		RKA Petroleum		Great Lakes Petroleum	
				Unit Total	Total Cost	Unit Total	Total Cost	Unit Total	Total Cost	Unit Total	Total Cost	Unit Total	Total Cost	Unit Total	Total Cost
1	1	Bulk	Gasoline, unleaded regular, conventional grade with octane rating of 87, Transport Load over 7,500 Gallons.	\$0.0387	\$0.0387	\$ 0.0349	\$ 0.0349		No Bid	\$ 0.0280	\$ 0.0280	\$ 0.0516	\$ 0.0516	\$ 0.0582	\$ 0.0582
2	1	Bulk	Ultra low sulfur road diesel fuel. Transport Load over 7,500 Gallons.	\$0.0224	\$0.0224	\$ 0.0290	\$ 0.0290	\$ 0.0236	\$ 0.0236	\$ 0.0160	\$ 0.0160	\$ 0.0439	\$ 0.0439	\$ 0.0316	\$ 0.0316
3	1	Bulk	Biodiesel B-5 road diesel fuel. Transport Load over 7,500 Gallons.	\$0.0803	\$0.0803	\$ 0.0399	\$ 0.0399		No Bid	\$ 0.0650	\$ 0.0650		No Bid		No Bid
4	1	Bulk	Biodiesel B-20 road diesel fuel. Transport Load over 7,500 Gallons .	\$0.1976	\$0.1976	\$ 0.0136	\$ 0.0136		No Bid	\$ 0.0280	\$ 0.0650		No Bid		No Bid
5	1	Bulk	Gasoline, unleaded regular, E-10 grade with octane rating of 87. Transport Load over 7,500 Gallons.	NA	NA	\$ 0.0258	\$ 0.0258	\$ (0.0048)	\$ (0.0048)	\$ 0.1200	\$ 0.0280	\$ 0.0603	\$ 0.0603	\$ 0.0266	\$ 0.0266
6	1	Bulk	Ultra low sulfur road diesel fuel. Transport Load under 7,500 Gallons.	\$0.1575	\$0.1575	\$ 0.2224	\$ 0.2224		No Bid	\$ 0.1200	\$ 0.1200	\$ 0.1760	\$ 0.1760	\$ 0.1275	\$ 0.1275
7	1	Bulk	Biodiesel B-5 road diesel fuel. Transport Load under 7,500 Gallons.	\$0.1800	\$0.1800	\$ 0.2724	\$ 0.2724		No Bid	\$ 0.1900	\$ 0.1900		No Bid		No Bid
8	1	Bulk	Biodiesel B-20 road diesel fuel. Transport Load under 7,500 Gallons .	NA	NA	\$ 0.2724	\$ 0.2724		No Bid	\$ 0.1900	\$ 0.1900		No Bid		No Bid
9	1	Bulk	Gasoline, unleaded regular, Conventional grade with octane rating of 87. Tank wagon Load under 7,500 Gallons.	.01170 Expired 6/2011	.01170 Expired 6/2011	\$ 0.2416	\$ 0.2416		No Bid	\$ 0.1100	\$ 0.1100	\$ 0.1945	\$ 0.1945	\$ 0.1275	\$ 0.1275
10	1	Bulk	Gasoline, unleaded regular, E-10 grade with octane rating of 87 Tank wagon Load under 7,500 Gallons.	NA	NA	\$ 0.2274	\$ 0.2274		No Bid	\$ 0.1100	\$ 0.1100	\$ 0.1911	\$ 0.1911	\$ 0.1275	\$ 0.1275

Bids Received: June 30, 2011 @ 3:00 PM E.S.T.

Angela M. Seymour  
Procurement Officer



# COUNTY OF LEXINGTON

## Procurement Services

---

MEMORANDUM

(O) 785-8319

(F) 785-2240

**DATE:** July 12, 2011

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

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

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

**SUBJECT: Fleet Vehicle Replacements  
Fleet Services – Motor Pool/Animal Services**

---

We are in receipt of five (5) purchase requests for four (4) fleet motor pool and one (1) Animal Service's vehicle replacements. These vehicles are being purchased through the South Carolina State Contract number 4400002968 through Vic Bailey Ford. This procurement 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 all vehicles and accessories is \$105,496.00.

Funds are appropriated in the following accounts:

<u>Account Number</u>	<u>Account Description</u>	<u>Account Balance</u>
6590-111500-5AC312	(1) 4WD (SUV) – Replacement	\$27,000.00
6590-111500-5AC311	(1) 4WD Expanded Cab Pick-Up Truck - Replacement	\$27,000.00
6590-111500-5AC310	(1) Vehicle (Sedan Intermediate) - Replacement	\$21,300.00
6590-111500-5AC309	(1) Vehicle (Sedan) - Replacement	\$22,700.00
1000-131200-5AC093	(1) ½ Ton 2WD Pick-Up Truck - Replacement	\$16,500.00

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 July 26, 2011.

copy: Larry Porth, Director of Finance/Assistant County Administrator  
Bill Kazmierczak, Fleet Manager

# COUNTY OF LEXINGTON

## Procurement Services

---

### MEMORANDUM

(O) 785-8319

(F) 785-2240

**DATE:** July 15, 2011

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

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

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

**SUBJECT: (5) Automated Stretchers, (4) Stair-Pro Chairs, and Accessories (Sole Source)  
Public Safety/EMS**

---

We received a purchase request from the Public Safety/EMS to procure five (5) automated stretchers, four (4) Stair-Pro Chairs, and accessories. This will be a "sole source" purchase from Stryker Sales as the sole vendor capable of providing these items.

Chief T. Brian Hood, EMS Director has reviewed and recommended this purchase. The estimated total cost, including applicable sales tax, is \$90,083.61.

Funds are appropriated in the following accounts:

<u>Account Number</u>	<u>Account Description</u>	<u>Account Balance</u>
1000-131400-5AC123	(4) Stair-Pro Chairs	\$15,320.00
1000-131400-5AC119	(3) Automated Stretchers and Accessories	\$47,970.00
1000-131400-5AC127	(2) Automated Stretchers and Accessories	\$31,980.00

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 July 26, 2011.

copy: Larry Porth, Director of Finance/Assistant County Administrator  
Chief T. Brian Hood, EMS Director

# COUNTY OF LEXINGTON

## Procurement Services

---

### MEMORANDUM

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

**DATE:** July 15, 2011

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

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

**FROM:** Jo Marie Brown  
Procurement Officer

**SUBJECT:** **Life-Stat Cardiopulmonary Resuscitators Model #1008 (Sole Source)  
Public Safety/EMS**

---

We received a purchase request from Public Safety/EMS for the Life-Stat Cardiopulmonary Resuscitators (Thumpers). This will be a “sole source” purchase as each operating EMS unit must be equipped with identical devices and Michigan Instruments is the sole source vendor for these devices. The accessories and components need to be interchangeable to eliminate the need to stock unique parts and supplies for multiple brands.

Chief T. Brian Hood has reviewed and recommended this purchase. The total cost, including applicable sales tax, is \$67,439.10.

Funds are appropriated in the following accounts:

<u>Account Number</u>	<u>Account Description</u>	<u>Account Balance</u>
1000-131400-5AC116	(3) Cardiopulmonary Resuscitators	\$29,129.00
1000-131400-5AC124	(4) Cardiopulmonary Resuscitators	\$38,750.00

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 July 26, 2011.

Copy: Larry Porth, Director of Finance/Assistant County Administrator  
Chief T. Brian Hood, EMS Director

# COUNTY OF LEXINGTON

## Procurement Services

---

### MEMORANDUM

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

**DATE:** July 15, 2011

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

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

**FROM:** Jo Marie Brown  
Procurement Officer

**SUBJECT:** **Philips MRX Cardiac Monitors with Capnography (Sole Source)  
Public Safety/EMS**

---

We received a purchase request from Public Safety/EMS for the Philips MRX Cardiac Monitors with Capnography. DHEC is requiring that all EMS providers have printable, waveform capnography capabilities by October 1, 2011. To meet this requirement, upgrading our existing equipment (17 units) is mandatory. Philips Healthcare is the manufacturer of our current Cardiac Monitors and the “sole source provider” with the ability to provide this upgrade.

Chief T. Brian Hood has reviewed and recommended this purchase. The total cost, including applicable sales tax, is \$70,441.90.

Funds are appropriated in the following account:

<u>Account Number</u>	<u>Account Description</u>	<u>Account Balance</u>
1000-131400-5AC129	Capnography Conversion MRX Monitors	\$70,523.00

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 July 26, 2011.

Copy: Larry Porth, Director of Finance/Assistant County Administrator  
Chief T. Brian Hood, EMS Director

# COUNTY OF LEXINGTON

## Procurement Services

---

MEMORANDUM

(O) 785-8319

(F) 785-2240

**DATE:** July 14, 2011

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

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

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

**SUBJECT: Elbert Taylor Road Project  
B12001-07/13/11S  
Public Works**

---

Competitive bids were solicited and advertised for improvements to Elbert Taylor Road. This project consists of providing all materials, equipment, and labor to provide fine grading and surfacing of 1.0 mile of a Lexington County maintained road. A mandatory pre-bid meeting was held on June 30, 2011 in which ten (10) contractors were represented. We received six (6) responsive bids on July 13, 2011 (see attached Bid Tabulation).

The bids were evaluated by David Russell, Dennis Corporation; John Fachtel, Director of Public Works; J. Randy Edwards, County Engineer; and Angela M. Seymour, Procurement Officer. It is our recommendation to award this project to Cherokee, Inc. as the lowest bidder for Alternative #1 for a total amount, including all applicable taxes, of \$375,096.50.

County funds will be appropriated in the following account after the 2011 (FY) funds carry over:

<u>Account Number</u>	<u>Account Description</u>	<u>Account Balance</u>
2700-121300-539892	Elbert Taylor Road I & II	\$101,027.00

[\* An additional \$284,100.00 of funding that is required will be transferred (ABT) by time the of the Council approval date.]

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 July 26, 2011.

copy: Larry Porth, Director of Finance/Assistant County Administrator  
John Fachtel, Director of Public Works/Assistant County Administrator  
J. Randy Edwards, County Engineer

**BID TABULATION**  
**Elbert Taylor Road Improvements project**  
**Lexington County, South Carolina**  
**Bids received 3:00 P.M. on July 13, 2011**

BASE BID																
Item No.	Pay Item No.	Quantity	Unit	Description	J.C. Wilkie Construction		Cherokee Inc.		Lane D/B/A Rea Contracting		R&T Grading Inc.		B&B Construction Co., Inc.		C.R. Jackson, Inc.	
					Unit Price	Extended Price	Unit Price	Extended Price	Unit Price	Extended Price	Unit Price	Extended Price	Unit Price	Extended Price	Unit Price	Extended Price
1	103	1	LS	Mobilization	\$31,169.00	\$31,169.00	\$20,000.00	\$20,000.00	\$17,600.00	\$17,600.00	\$30,000.00	\$30,000.00	\$15,000.00	\$15,000.00	\$30,000.00	\$30,000.00
2	201	2.5	ACRE	Clearing & Grubbing within Roadway	\$7,035.00	\$17,587.50	\$4,000.00	\$10,000.00	\$4,055.00	\$10,137.50	\$2,500.00	\$6,250.00	\$13,200.00	\$33,000.00	\$10,000.00	\$25,000.00
3	203	4,965	CY	Unclassified Excavation	\$2.93	\$14,547.45	\$7.00	\$34,755.00	\$6.25 *	\$31,031.25	\$8.00	\$39,720.00	\$8.80	\$43,692.00	\$23.35	\$115,932.75
4	203.1	200	CY	Contingent Unsuitable Material Exc.	\$16.26	\$3,252.00	\$2.00	\$400.00	\$25.20	\$5,040.00	\$20.00	\$4,000.00	\$2.20	\$440.00	\$4.00	\$800.00
5	203.2	200	LF	Contingent Clean & Re-grade Existing Ditch	\$5.50	\$1,100.00	\$5.00	\$1,000.00	\$4.25	\$850.00	\$12.50	\$2,500.00	\$11.00	\$2,200.00	\$10.00	\$2,000.00
6	208	13,544	SY	Fine Grading	\$1.75	\$23,702.00	\$2.00	\$27,088.00	\$2.05	\$27,765.20	\$4.75	\$64,334.00	\$2.20	\$29,796.80	\$1.60	\$21,670.40
7	305	12,569	SY	Graded Aggregate Base Course (8" Uniform)	\$10.61 *	\$133,357.09	\$10.34	\$129,963.46	\$11.65	\$146,428.85	\$9.69	\$121,793.61	\$15.00	\$188,535.00	\$10.20	\$128,203.80
8	306	20	TON	Contingent Maintenance Stone	\$27.99	\$559.80	\$25.00	\$500.00	\$44.95	\$899.00	\$30.00	\$600.00	\$27.50	\$550.00	\$25.00	\$500.00
9	403	1,980	TON	H/M Asphalt Surface Course Type C	\$87.15	\$172,557.00	\$91.30	\$180,774.00	\$83.00	\$164,340.00	\$89.83	\$177,863.40	\$90.00	\$178,200.00	\$101.00	\$199,980.00
10	601	1	LS	Maintenance of Traffic	\$4,567.36	\$4,567.36	\$3,000.00	\$3,000.00	\$10,000.00	\$10,000.00	\$7,000.00	\$7,000.00	\$1,100.00	\$1,100.00	\$27,000.00	\$27,000.00
11	626	10,600	LF	4" White Solid Line - Epoxy Paint	\$0.53	\$5,618.00	\$0.66	\$6,996.00	\$1.05	\$11,130.00	\$0.50	\$5,300.00	\$0.31	\$3,286.00	\$0.55	\$5,830.00
12	626.1	10	LF	24" White Solid Line - Epoxy Paint	\$52.50	\$525.00	\$175.00	\$1,750.00	\$18.25	\$182.50	\$50.00	\$500.00	\$2.75	\$27.50	\$55.00	\$550.00
13	626.2	10,600	LF	4" Yellow Solid Line- Epoxy Paint	\$0.53	\$5,618.00	\$0.66	\$6,996.00	\$1.05	\$11,130.00	\$0.50	\$5,300.00	\$0.31	\$3,286.00	\$0.55	\$5,830.00
14	630	68	EA	Raised Pavement Markers	\$8.40	\$571.20	\$22.00	\$1,496.00	\$12.25	\$833.00	\$8.00	\$544.00	\$13.20	\$897.60	\$8.80	\$598.40
15	714	24	LF	15" RCP Class III	\$23.29	\$558.96	\$30.00	\$720.00	\$56.75	\$1,362.00	\$20.00	\$480.00	\$55.00	\$1,320.00	\$24.50	\$588.00
16	714.1	288	LF	18" RCP Class III	\$24.62	\$7,090.56	\$35.00	\$10,080.00	\$38.75	\$11,160.00	\$25.00	\$7,200.00	\$60.50	\$17,424.00	\$25.70	\$7,401.60
17	719	2	EA	Catch Basin - Type 9	\$1,396.10	\$2,792.20	\$2,000.00	\$4,000.00	\$2,700.00	\$5,400.00	\$1,200.00	\$2,400.00	\$2,750.00	\$5,500.00	\$1,280.00	\$2,560.00
18	808	1	LS	Moving Items	\$1,110.00	\$1,110.00	\$250.00	\$250.00	\$3,100.00	\$3,100.00	\$14,000.00	\$14,000.00	\$0.00	\$0.00	\$1,650.00	\$1,650.00
19	899	1	LS	Erosion Control	\$19,125.77	\$19,125.77	\$10,500.00	\$10,500.00	\$32,795.00	\$32,795.00	\$35,000.00	\$35,000.00	\$20,000.00	\$20,000.00	\$14,000.00	\$14,000.00
20	899.1	4	EA	Plunge Pool	\$380.09	\$1,520.36	\$2,500.00	\$10,000.00	\$3,800.00	\$15,200.00	\$1,200.00	\$4,800.00	\$4,400.00	\$17,600.00	\$4,120.00	\$16,480.00
17	899.2	20	LF	12" Concrete Key	\$12.60	\$252.00	\$15.00	\$300.00	\$62.20	\$1,244.00	\$125.00	\$2,500.00	\$110.00	\$2,200.00	\$27.50	\$550.00
21	899.3	1	EA	Concrete Flume	\$210.00	\$210.00	\$500.00	\$500.00	\$1,850.00	\$1,850.00	\$2,500.00	\$2,500.00	\$550.00	\$550.00	\$1,650.00	\$1,650.00
<b>TOTAL BASE BID SUMMATION</b>					*	\$447,391.25		\$461,068.46	*	\$509,478.30		\$534,585.01		\$564,604.90		\$608,774.95

ALTERNATE #1 BID (Sand Clay Base)																
7	305	-12,569	SY	Graded Aggregate Base Course (8" Uniform)	\$10.61	-\$133,357.09	\$10.34	-\$129,963.46	\$11.65	-\$146,428.85	\$9.69	-\$121,793.61	\$15.00	-\$188,535.00	\$10.20	-\$128,203.80
A-1	305	12,569	SY	10" Sand Clay	\$5.20	\$65,358.80	\$3.50	\$43,991.50	\$7.85	\$98,666.65	\$6.36	\$79,938.84	\$10.50	\$131,974.50	\$5.45	\$68,501.05
<b>TOTAL ALTERNATE #1 BID SUMMATION</b>						-\$67,998.29		-\$85,971.96		-\$47,762.20		-\$41,854.77		-\$56,560.50		-\$59,702.75
<b>TOTAL BASE BID + ALTERNATE #1 BID SUMMATION</b>					*	\$379,392.96		\$375,096.50	*	\$461,716.10		\$492,730.24		\$508,044.40		\$549,072.20

\* Denotes mathematical extension and/or summation error. The correct extension and sum is shown.

I do hereby certify that this Bid Tabulation is a true and accurate summary of the bids received for the subject project. All discrepancies in the unit price extensions and the summations have been identified and corrected.

  
 \_\_\_\_\_  
 Certified By

21591  
 \_\_\_\_\_  
 SC PE Registration No.

# COUNTY OF LEXINGTON

## Procurement Services

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MEMORANDUM

(O) 785-8166

(F) 785-2240

**DATE:** July 13, 2011

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

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

**FROM:** Jo Marie Brown  
Procurement Officer

**SUBJECT: Sheriff's Department Uniforms-Term Contract  
C11022-05/12/11B  
Sheriff's Department**

---

Competitive bids were solicited and advertised for Sheriff's Department Uniforms-Term Contract.

We received four (4) bids on May 12, 2011 (see attached Bid Tabulation).

The bids were evaluated by Sylvia Dillon, Finance Manager; and Jo Marie Brown, Procurement Officer. It is our recommendation to award this project to the lowest responsive, responsible bidder, Designlab. The annual estimated cost of this contract is approximately \$90,000.00 including all applicable sales tax.

It is our recommendation to award this term contract for the initial period of one (1) year with the option to extend the contract for up to four (4) additional one (1) year periods, if deemed to be in the best interest of the County.

County funds are appropriated in the following accounts:

<u>Account Number</u>	<u>Account Description</u>	<u>Account Balance</u>
1000-151200-525600	Uniforms & Clothing	\$106,600
1000-151300-525600	Uniforms & Clothing	\$ 5,650
1000-151100-525600	Uniforms & Clothing	\$ 3,500

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 July 26, 2011.

copy: Larry Porth, Director of Finance/Assistant County Administrator  
Sylvia Dillon, Finance Manager

## County of Lexington

### Bid Tabulation

**BID: C11022-05/12/11B**

**Term Contract - LCSD Uniform's**

			Designlab	Safe Industries	US Patriot	Wright Johnston
Item	U/M	Description	Total Price	Total Price	Total Price	Total Price
1	Ea	Style 71183 – A Class PDU Short Sleeve Shirt	\$ 40.83	\$ 42.50	\$ 59.00	\$ 47.00
1A	Ea	Additional Charge for Sizes 2X-6X	\$ 44.79	\$ 45.50	\$ 62.00	\$ 52.00
2	Ea	Style 2344- A Class PDU Long Sleeve Shirt	\$ 40.83	\$ 42.50	\$ 59.00	\$ 47.00
2A	Ea	Additional Charge for Sizes 2X-6X	\$ 44.79	\$ 45.50	\$ 62.00	\$ 52.00
3	Ea	Style 74326 B Class PDU Cargo Pant	\$ 41.27	30-44" 42.50, 46-60" 45.50	\$ 56.00	\$ 47.00
4	Ea	Style 61158 - A Class PDU Short Sleeve Shirt	\$ 40.83	\$ 42.50	\$ 59.00	\$ 47.00
5	Ea	Style 61161W - A Class PDU Short Sleeve Shirt	\$ 44.79	\$ 45.50	\$ 62.00	\$ 47.00
6	Ea	Style 62064 - A Class PDU Long Sleeve Shirt	\$ 40.83	\$ 42.50	\$ 59.00	\$ 47.00
7	Ea	Style 62067W - A Class PDU Long Sleeve Shirt	\$ 44.79	\$ 45.50	\$ 62.00	\$ 47.00
8	Ea	Style 64306 - B Class PDU Cargo Pant	\$ 40.08	\$ 42.50	\$ 56.00	\$ 47.00
9	Ea	Style 64310W - B Class PDU Cargo Pant	\$ 44.03	\$ 45.50	\$ 59.00	\$ 47.00
10	Ea	Mock Neck Dickie with "LCSD" Embroidery	\$ 7.90	\$ 9.50	\$ 12.00	\$ 15.00
10A	Ea	Additional Charge for Sizes 2X-4X	\$ 8.90	**9.50	\$ 14.00	\$ 17.00
11	Ea	Mock Turtleneck Shirt, with "LCSD" Embroidery	\$ 10.49	\$ 11.00	\$ 18.00	\$ 29.00
11A	Ea	Additional Charge for Sizes 2X-4X	\$ 13.79	2X-4X 12.50, 3-4X 15.50	\$ 20.00	\$ 31.00
12	Ea	Dress Hat with Cover and Decoration	\$ 69.20	\$ 106.50	No Bid	\$ 85.00
13	Ea	Sweater, Washable Fabric	\$ 27.62	S-2XL 26.00, 3X-4X 28.00	\$ 49.99	S-XL 52.00, 2X 57.00, 3X 62.00, 4X 67.00
14	Ea	Jacket, Waterproof, Reversible with One Side Reflective	\$ 128.00	XS-2X 94.50, 3X-4X 99.50	No Bid	*Elbeco #3804 110.00

\*Additional jacket prices and models provided.

\*\* Dickie is a one size fits all.

Bids Opened: May 12, 2011 @ 3:00 PM

Jo Marie Brown, CPPB  
Procurement Officer

# COUNTY OF LEXINGTON

## Procurement Services

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**MEMORANDUM**

(O) 785-8319

(F) 785-2240

**DATE:** July 15, 2011

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

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

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

**SUBJECT: Hydraulic Compactor Replacements (Sole Source)  
Solid Waste Management**

---

We received a purchase request from the Solid Waste Management for the replacement of three (3) hydraulic compactor units. This will be a "sole source" purchase from Amick Equipment Company, Inc. as they are the sole provider of this equipment.

Dave Eger, Director of Solid Waste Management has reviewed and recommended this purchase. The estimated total cost, including applicable sales tax, is \$30,655.50.

Funds are appropriated in the following account:

<u>Account Number</u>	<u>Account Description</u>	<u>Account Balance</u>
5700-121203-5AC292	Compactor Electric/Hydraulic Unit - Replacement	\$34,500.00

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 July 26, 2011.

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

# COUNTY OF LEXINGTON

## Procurement Services

---

MEMORANDUM

(O) 785-8319

(F) 785-2240

**DATE:** July 11, 2011

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

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

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

**SUBJECT: (1) Utility Tractor with Bush Hog  
Solid Waste Management**

---

We are in receipt of a purchase request for one (1) Utility Tractor with Bush Hog for Solid Waste Management. This replacement tractor will be purchased from John Deere Company c/o Palmetto Lawn and Leisure through South Carolina State Contract number 4400002459. 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 \$26,909.15.

Funds are appropriated in the following account:

<u>Account Number</u>	<u>Account Description</u>	<u>Account Balance</u>
5700-121204-5AC297	(1) Utility Tractor with Bush Hog	\$30,000.00

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 July 26, 2011.

Attachment

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

# COUNTY OF LEXINGTON

## Procurement Services

---

### MEMORANDUM

(O) 785-8319

(F) 785-2240

**DATE:** July 15, 2011

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

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

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

**SUBJECT: Delinquent Tax Notice Posting (Sole Source)  
Treasurer /Delinquent Tax**

---

We received a purchase request from the Treasurer/Delinquent Tax for the annual posting of delinquent tax notices. This will be a “sole source” purchase from Palmetto Posting, Inc. as they are the only vendor that utilizes the patented proprietary software that is necessary for this scope of work.

Jim Eckstrom, Treasurer, and Gene Rishkofski, Deputy Delinquent Tax Collector have reviewed and recommended this purchase. The estimated total cost, including applicable sales tax, is \$20.00 per posting not to exceed \$110,000.00 per fiscal year.

Funds are appropriated in the following account:

<u>Account Number</u>	<u>Account Description</u>	<u>Account Balance</u>
2950-101700-520200	Contracted Services	\$129,800.00

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 July 26, 2011.

copy: Larry Porth, Director of Finance/Assistant County Administrator  
Jim Eckstrom, Treasurer  
Gene Rishkofski, Deputy Delinquent Tax Collector

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

**ORDINANCE**

**AN ORDINANCE AUTHORIZING PURSUANT TO SECTIONS 4-1-170 AND 4-1-175 SOUTH CAROLINA CODE OF LAWS, 1976, AS AMENDED, THE EXECUTION AND DELIVERY OF A SPECIAL SOURCE REVENUE CREDIT AGREEMENT BETWEEN LEXINGTON COUNTY, SOUTH CAROLINA AND S2P, LLC; AND MATTERS RELATING THERETO.**

**WHEREAS**, Lexington County (the “County”), a public body corporate and politic under the laws of the State of South Carolina.

**WHEREAS, S2P, LLC** (the “Company”) has invested in the State Farmers Market located in Lexington County.

**WHEREAS**, such investment was instrumental in locating the State Farmers Market in Lexington County.

**WHEREAS**, the County desires to enter into a Special Source Revenue Credit Agreement (the “Agreement”) with the Company, which shall provide for a Special Source Revenue credit pursuant to 4-1-175.

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

**WHEREAS**, the Company Property is located in a Joint Park created with Calhoun County pursuant to S. C. Code Section 4-1-170.

**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.** The County Council has made and hereby makes the following findings:

(a) The State Farmers Market will provide a significant economic benefit to Lexington County.

(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; and

(c) 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 Agreement which is attached hereto and shall be executed and filed with the Clerk to County Council is hereby approved and all of the terms, provisions and conditions thereof are hereby incorporated herein by reference as if the 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 Agreement to the Company.

**Section 3.** The Chair of County Council and County Administrator, 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 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 Agreement.

**Section 4.** This Ordinance shall be construed and interpreted in accordance with the laws of the State of South Carolina.

**Section 5.** 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 6.** 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 \_\_\_\_\_, 2011.

**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: \_\_\_\_\_

**SPECIAL SOURCE REVENUE CREDIT AGREEMENT**  
**BETWEEN LEXINGTON COUNTY, SOUTH CAROLINA**  
**AND**  
**S2P, LLC**  
**DATED AS OF**  
\_\_\_\_\_, 2011

## **SPECIAL SOURCE REVENUE CREDIT AGREEMENT**

This Special Source Revenue Credit Agreement (the “Agreement”) is made and entered into as of \_\_\_\_\_, 2011, by and between Lexington County, South Carolina (the “County”), a body Politic and political subdivision of the State of South Carolina, acting by and through its County Council as the governing body of the County and S2P, LLC (the “Company”).

**WHEREAS**, pursuant to S. C. Code Section 4-1-170, the subject property attached hereto as Exhibit A is located in a joint park with Calhoun County;

**WHEREAS**, the County is authorized by S.C. Code Section 4-1-175 to provide a credit against the revenues received from the fees collected from the company for the purpose outlined in 4-29-68.

Now, therefore, for an in consideration of the investment by the Company and the other mutual obligations and other value, the parties agree as follows:

### **ARTICLE I**

#### **RECAPITULATION AND DEFINITIONS**

**SECTION 1.1. Rules of Construction; Use of Defined Terms.** Unless the context clearly indicates otherwise, in this Agreement words and terms defined in Section 1.3 hereof are used with the meanings ascribed thereto. The definition of any document shall include any amendments to that document, unless the context clearly indicates otherwise.

From time to time herein, reference is made to the term taxes or *ad valorem* taxes. All or portions of the Project will be located in a Multi-County Industrial Park and are exempt from *ad valorem* taxation under and by virtue of the provisions of Paragraph D of Section 13 of Article VIII of the S.C. Constitution (the “MCIP Provision”). With respect to facilities located in a Multi-County Industrial Park, references to taxes or *ad valorem* taxes means the payments-in-lieu-of-taxes provided for in the MCIP Provision, and, where this 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 1.2. Definitions.**

“**Act**” means Section 4-1-170 and 4-1-175 of the South Carolina Code, as in effect on the date hereof.

“**Company**” means **S2P, LLC**.

“**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 Agreement and the Multi-County Industrial and Business Park Agreement.

“**Investment**” means expenditures for all real property and improvements thereon. Investment does not include expenditures for personal property.

“**Event of Default**” shall mean any Event of Default specified in Section 9.1 of this Agreement.

“**Special Source Revenue Credit Agreement**” means this Agreement dated as of \_\_\_\_\_, 2011, between the County and the Company.

“**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.

“**Ordinance**” means the Ordinance adopted by the County on \_\_\_\_\_, 2011, authorizing this 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 the investment of both real property and improvements. Project does not include personal property.

“**State**” means the State of South Carolina.

**SECTION 1.3. Special Source Revenue Credit.** As reimbursement for investment in the Project and subject to the requirements of S.C. Code Section 4-1-175, the County agrees to provide to the Company a Special Source Revenue Credit of 33.33% against each of the first ten (10) annual aggregate fee payments for the subject real property and improvements thereon. The amount of the total annual Special Source credits due to the Company shall be reflected on each annual bill sent by the County to the Company and shall reduce the aggregate amount of payments in lieu of taxes by the amount of the Special Source Credits.

## 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.

### **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) 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.

(g) 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. Representations and Warranties of the Company.** The Company makes the following representations and warranties to the County:

(a) The Company is a corporation 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 affect the Company or the consummation of the transactions described in the Documents.

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

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

(f) The Company has invested **\$1,886,400.00** in the Project.

## **ARTICLE IV**

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

**SECTION 4.1. The Project.** The Company has acquired real property, constructed and/or installed or made plans for the acquisition, construction and/or installation of certain improvements which comprise the Project.

## 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 Section 13, Article VIII of the South Carolina Constitution, the Project is exempt from ad valorem property taxes assuming an Agreement is signed. However, the Company shall be required to make the Payments-in-Lieu-of-Taxes with respect to the Project. In accordance with the Act, and unless this 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.

**SECTION 5.2. Multi-County Industrial and Business Park.** The County represents that the Company property, attached hereto as Exhibit A, is located in a Joint County Park with Calhoun County, pursuant to S. C Code Section 4-1-170.

## ARTICLE VI

### SPECIAL COVENANTS

#### **SECTION 6.1. 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 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 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 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 6.2. Assignment.** There shall be no assignment of this Agreement without the written approval by County Council.

## **ARTICLE VII**

### **EVENT OF DEFAULT AND REMEDIES**

**SECTION 7.1. Events of Default Defined.** The occurrence of any one or more of the following events shall be an “Event of Default” under this Agreement:

(a) If the Company shall fail to make any Payment-in-Lieu-of-Taxes or any other amount required under this 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, 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 7.2. 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 the Act relating to the enforced collection of taxes.

**SECTION 7.3. No Additional Waiver Implied by One Waiver.** In the event any warranty, covenant or agreement contained in this Agreement should be breached by the Company or the County and thereafter waived by the other party to this Agreement, such waiver shall be limited to the particular breach so waived and shall not be deemed to waive any other breach.

## **ARTICLE VIII**

### **MISCELLANEOUS**

**SECTION 8.1. Binding Effect.** This Agreement shall inure to the benefit of and shall be binding upon the County and the Company and their respective successors and assigns.

**SECTION 8.2. 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 Company shall be entitled to retain any benefits received under or pursuant to this Agreement; otherwise, in the event any provision of this 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 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 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 8.3. Amendments, Changes and Modifications.** Except as otherwise provided in this Agreement, this 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 may be provided by a resolution of County Council.

**SECTION 8.4. Execution of Counterparts.** This 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 Agreement or any counterpart of any document that is attached to this Agreement as an exhibit.

**SECTION 8.5. Law Governing Construction of Agreement.** The laws of the State of South Carolina shall govern the construction of this Agreement.

**SECTION 8.6. Filings.** Whenever the County shall be required to file or produce any reports, notices or other documents during the 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.

**SECTION 8.7. Headings.** The headings of the articles and sections of this Agreement are inserted for convenience only and shall not be deemed to constitute a part of this Agreement.

**IN WITNESS WHEREOF, LEXINGTON COUNTY, SOUTH CAROLINA, and the COMPANY**, each pursuant to due authority, have duly executed this 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

S2P, LLC \_\_\_\_\_

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

\_\_\_\_\_

Its: \_\_\_\_\_

**ORDINANCE**

**AN ORDINANCE AUTHORIZING PURSUANT TO SECTIONS 4-1-170 AND 4-1-175 SOUTH CAROLINA CODE OF LAWS, 1976, AS AMENDED, THE EXECUTION AND DELIVERY OF A SPECIAL SOURCE REVENUE CREDIT AGREEMENT BETWEEN LEXINGTON COUNTY, SOUTH CAROLINA AND VAN BUREN FARMS, LLC; AND MATTERS RELATING THERETO.**

**WHEREAS**, Lexington County (the “County”), a public body corporate and politic under the laws of the State of South Carolina.

**WHEREAS**, Van Buren Farms, LLC (the “Company”) has invested in the State Farmers Market located in Lexington County.

**WHEREAS**, such investment was instrumental in locating the State Farmers Market in Lexington County.

**WHEREAS**, the County desires to enter into a Special Source Revenue Credit Agreement (the “Agreement”) with the Company, which shall provide for a Special Source Revenue credit pursuant to 4-1-175.

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

**WHEREAS**, the Company Property is located in a Joint Park created with Calhoun County pursuant to S. C. Code Section 4-1-170.

**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.** The County Council has made and hereby makes the following findings:

(a) The State Farmers Market will provide a significant economic benefit to Lexington County.

(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; and

(c) 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 Agreement which is attached hereto and shall be executed and filed with the Clerk to County Council is hereby approved and all of the terms, provisions and conditions thereof are hereby incorporated herein by reference as if the 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 Agreement to the Company.

**Section 3.** The Chair of County Council and County Administrator, 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 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 Agreement.

**Section 4.** This Ordinance shall be construed and interpreted in accordance with the laws of the State of South Carolina.

**Section 5.** 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 6.** 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 \_\_\_\_\_, 2011.

**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: \_\_\_\_\_

**SPECIAL SOURCE REVENUE CREDIT AGREEMENT**  
**BETWEEN LEXINGTON COUNTY, SOUTH CAROLINA**  
**AND**  
**VAN BUREN FARMS, LLC**  
**DATED AS OF**  
\_\_\_\_\_, 2011

## **SPECIAL SOURCE REVENUE CREDIT AGREEMENT**

This Special Source Revenue Credit Agreement (the “Agreement”) is made and entered into as of \_\_\_\_\_, 2011, by and between Lexington County, South Carolina (the “County”), a body Politic and political subdivision of the State of South Carolina, acting by and through its County Council as the governing body of the County and Van Buren Farms, LLC (the “Company”).

**WHEREAS**, pursuant to S. C. Code Section 4-1-170, the subject property attached hereto as Exhibit A is located in a joint park with Calhoun County;

**WHEREAS**, the County is authorized by S.C. Code Section 4-1-175 to provide a credit against the revenues received from the fees collected from the company for the purpose outlined in 4-29-68.

Now, therefore, for an in consideration of the investment by the Company and the other mutual obligations and other value, the parties agree as follows:

### **ARTICLE I**

#### **RECAPITULATION AND DEFINITIONS**

**SECTION 1.1. Rules of Construction; Use of Defined Terms.** Unless the context clearly indicates otherwise, in this Agreement words and terms defined in Section 1.3 hereof are used with the meanings ascribed thereto. The definition of any document shall include any amendments to that document, unless the context clearly indicates otherwise.

From time to time herein, reference is made to the term taxes or *ad valorem* taxes. All or portions of the Project will be located in a Multi-County Industrial Park and are exempt from *ad valorem* taxation under and by virtue of the provisions of Paragraph D of Section 13 of Article VIII of the S.C. Constitution (the “MCIP Provision”). With respect to facilities located in a Multi-County Industrial Park, references to taxes or *ad valorem* taxes means the payments-in-lieu-of-taxes provided for in the MCIP Provision, and, where this 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 1.2. Definitions.**

“**Act**” means Section 4-1-170 and 4-1-175 of the South Carolina Code, as in effect on the date hereof.

“**Company**” means **Van Buren Farms, LLC**.

“**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 Agreement and the Multi-County Industrial and Business Park Agreement.

“**Investment**” means expenditures for all real property and improvements thereon. Investment does not include expenditures for personal property.

“**Event of Default**” shall mean any Event of Default specified in Section 9.1 of this Agreement.

“**Special Source Revenue Credit Agreement**” means this Agreement dated as of \_\_\_\_\_, 2011, between the County and the Company.

“**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.

“**Ordinance**” means the Ordinance adopted by the County on \_\_\_\_\_, 2011, authorizing this 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 the investment of both real property and improvements. Project does not include personal property.

“**State**” means the State of South Carolina.

**SECTION 1.3. Special Source Revenue Credit.** As reimbursement for investment in the Project and subject to the requirements of S.C. Code Section 4-1-175, the County agrees to provide to the Company a Special Source Revenue Credit of 33.33% against each of the first ten (10) annual aggregate fee payments for the subject real property and improvements thereon. The amount of the total annual Special Source credits due to the Company shall be reflected on each annual bill sent by the County to the Company and shall reduce the aggregate amount of payments in lieu of taxes by the amount of the Special Source Credits.

## 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.

### **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) 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.

(g) 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. Representations and Warranties of the Company.** The Company makes the following representations and warranties to the County:

(a) The Company is a corporation 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 affect the Company or the consummation of the transactions described in the Documents.

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

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

(f) The Company has invested **\$1,366,680.00** in the Project.

## **ARTICLE IV**

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

**SECTION 4.1. The Project.** The Company has acquired real property, constructed and/or installed or made plans for the acquisition, construction and/or installation of certain improvements which comprise the Project.

## 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 Section 13, Article VIII of the South Carolina Constitution, the Project is exempt from ad valorem property taxes assuming an Agreement is signed. However, the Company shall be required to make the Payments-in-Lieu-of-Taxes with respect to the Project. In accordance with the Act, and unless this 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.

**SECTION 5.2. Multi-County Industrial and Business Park.** The County represents that the Company property, attached hereto as Exhibit A, is located in a Joint County Park with Calhoun County, pursuant to S. C Code Section 4-1-170.

## ARTICLE VI

### SPECIAL COVENANTS

#### **SECTION 6.1. 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 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 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 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 6.2. Assignment.** There shall be no assignment of this Agreement without the written approval by County Council.

## ARTICLE VII

### EVENT OF DEFAULT AND REMEDIES

**SECTION 7.1. Events of Default Defined.** The occurrence of any one or more of the following events shall be an “Event of Default” under this Agreement:

(a) If the Company shall fail to make any Payment-in-Lieu-of-Taxes or any other amount required under this 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, 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 7.2. 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 the Act relating to the enforced collection of taxes.

**SECTION 7.3. No Additional Waiver Implied by One Waiver.** In the event any warranty, covenant or agreement contained in this Agreement should be breached by the Company or the County and thereafter waived by the other party to this Agreement, such waiver shall be limited to the particular breach so waived and shall not be deemed to waive any other breach.

## **ARTICLE VIII**

### **MISCELLANEOUS**

**SECTION 8.1. Binding Effect.** This Agreement shall inure to the benefit of and shall be binding upon the County and the Company and their respective successors and assigns.

**SECTION 8.2. 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 Company shall be entitled to retain any benefits received under or pursuant to this Agreement; otherwise, in the event any provision of this 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 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 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 8.3. Amendments, Changes and Modifications.** Except as otherwise provided in this Agreement, this 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 may be provided by a resolution of County Council.

**SECTION 8.4. Execution of Counterparts.** This 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 Agreement or any counterpart of any document that is attached to this Agreement as an exhibit.

**SECTION 8.5. Law Governing Construction of Agreement.** The laws of the State of South Carolina shall govern the construction of this Agreement.

**SECTION 8.6. Filings.** Whenever the County shall be required to file or produce any reports, notices or other documents during the 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.

**SECTION 8.7. Headings.** The headings of the articles and sections of this Agreement are inserted for convenience only and shall not be deemed to constitute a part of this Agreement.

**IN WITNESS WHEREOF, LEXINGTON COUNTY, SOUTH CAROLINA, and the COMPANY**, each pursuant to due authority, have duly executed this 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

Van Buren Farms, LLC\_\_\_\_\_

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

\_\_\_\_\_

Its: \_\_\_\_\_

**ORDINANCE**

**AN ORDINANCE AUTHORIZING PURSUANT TO SECTIONS 4-1-170 AND 4-1-175 SOUTH CAROLINA CODE OF LAWS, 1976, AS AMENDED, THE EXECUTION AND DELIVERY OF A SPECIAL SOURCE REVENUE CREDIT AGREEMENT BETWEEN LEXINGTON COUNTY, SOUTH CAROLINA AND SEVERT & SONS PRODUCE COLUMBIA, INC.; AND MATTERS RELATING THERETO.**

**WHEREAS**, Lexington County (the “County”), a public body corporate and politic under the laws of the State of South Carolina.

**WHEREAS, Severt & Sons Produce Columbia, Inc.** (the “Company”) has invested in the State Farmers Market located in Lexington County.

**WHEREAS**, such investment was instrumental in locating the State Farmers Market in Lexington County.

**WHEREAS**, the County desires to enter into a Special Source Revenue Credit Agreement (the “Agreement”) with the Company, which shall provide for a Special Source Revenue credit pursuant to 4-1-175.

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

**WHEREAS**, the Company Property is located in a Joint Park created with Calhoun County pursuant to S. C. Code Section 4-1-170.

**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.** The County Council has made and hereby makes the following findings:

(a) The State Farmers Market will provide a significant economic benefit to Lexington County.

(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; and

(c) 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 Agreement which is attached hereto and shall be executed and filed with the Clerk to County Council is hereby approved and all of the terms, provisions and conditions thereof are hereby incorporated herein by reference as if the 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 Agreement to the Company.

**Section 3.** The Chair of County Council and County Administrator, 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 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 Agreement.

**Section 4.** This Ordinance shall be construed and interpreted in accordance with the laws of the State of South Carolina.

**Section 5.** 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 6.** 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 \_\_\_\_\_, 2011.

**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: \_\_\_\_\_

**SPECIAL SOURCE REVENUE CREDIT AGREEMENT  
BETWEEN LEXINGTON COUNTY, SOUTH CAROLINA  
AND  
SEVERT & SONS PRODUCE COLUMBIA, INC.**

**DATED AS OF**

\_\_\_\_\_, 2011

## SPECIAL SOURCE REVENUE CREDIT AGREEMENT

This Special Source Revenue Credit Agreement (the “Agreement”) is made and entered into as of \_\_\_\_\_, 2011, by and between Lexington County, South Carolina (the “County”), a body Politic and political subdivision of the State of South Carolina, acting by and through its County Council as the governing body of the County and Severt & Sons Produce Columbia, Inc. (the “Company”).

**WHEREAS**, pursuant to S. C. Code Section 4-1-170, the subject property attached hereto as Exhibit A is located in a joint park with Calhoun County;

**WHEREAS**, the County is authorized by S.C. Code Section 4-1-175 to provide a credit against the revenues received from the fees collected from the company for the purpose outlined in 4-29-68.

Now, therefore, for an in consideration of the investment by the Company and the other mutual obligations and other value, the parties agree as follows:

### ARTICLE I

#### RECAPITULATION AND DEFINITIONS

**SECTION 1.1. Rules of Construction; Use of Defined Terms.** Unless the context clearly indicates otherwise, in this Agreement words and terms defined in Section 1.3 hereof are used with the meanings ascribed thereto. The definition of any document shall include any amendments to that document, unless the context clearly indicates otherwise.

From time to time herein, reference is made to the term taxes or *ad valorem* taxes. All or portions of the Project will be located in a Multi-County Industrial Park and are exempt from *ad valorem* taxation under and by virtue of the provisions of Paragraph D of Section 13 of Article VIII of the S.C. Constitution (the “MCIP Provision”). With respect to facilities located in a Multi-County Industrial Park, references to taxes or *ad valorem* taxes means the payments-in-lieu-of-taxes provided for in the MCIP Provision, and, where this 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 1.2. Definitions.**

“**Act**” means Section 4-1-170 and 4-1-175 of the South Carolina Code, as in effect on the date hereof.

“**Company**” means **Severt & Sons Produce Columbia, Inc.**

“**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 Agreement and the Multi-County Industrial and Business Park Agreement.

“**Investment**” means expenditures for all real property and improvements thereon. Investment does not include expenditures for personal property.

“**Event of Default**” shall mean any Event of Default specified in Section 9.1 of this Agreement.

“**Special Source Revenue Credit Agreement**” means this Agreement dated as of \_\_\_\_\_, 2011, between the County and the Company.

“**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.

“**Ordinance**” means the Ordinance adopted by the County on \_\_\_\_\_, 2011, authorizing this 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 the investment of both real property and improvements. Project does not include personal property.

“**State**” means the State of South Carolina.

**SECTION 1.3. Special Source Revenue Credit.** As reimbursement for investment in the Project and subject to the requirements of S.C. Code Section 4-1-175, the County agrees to provide to the Company a Special Source Revenue Credit of 33.33% against each of the first ten (10) annual aggregate fee payments for the subject real property and improvements thereon. The amount of the total annual Special Source credits due to the Company shall be reflected on each annual bill sent by the County to the Company and shall reduce the aggregate amount of payments in lieu of taxes by the amount of the Special Source Credits.

## 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.

### **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) 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.

(g) 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. Representations and Warranties of the Company.** The Company makes the following representations and warranties to the County:

(a) The Company is a corporation 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 affect the Company or the consummation of the transactions described in the Documents.

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

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

(f) The Company has invested \$\_\_\_\_\_ in the Project.

## **ARTICLE IV**

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

**SECTION 4.1. The Project.** The Company has acquired real property, constructed and/or installed or made plans for the acquisition, construction and/or installation of certain improvements which comprise the Project.

## 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 Section 13, Article VIII of the South Carolina Constitution, the Project is exempt from ad valorem property taxes assuming an Agreement is signed. However, the Company shall be required to make the Payments-in-Lieu-of-Taxes with respect to the Project. In accordance with the Act, and unless this 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.

**SECTION 5.2. Multi-County Industrial and Business Park.** The County represents that the Company property, attached hereto as Exhibit A, is located in a Joint County Park with Calhoun County, pursuant to S. C Code Section 4-1-170.

## ARTICLE VI

### SPECIAL COVENANTS

#### **SECTION 6.1. 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 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 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 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 6.2. Assignment.** There shall be no assignment of this Agreement without the written approval by County Council.

## **ARTICLE VII**

### **EVENT OF DEFAULT AND REMEDIES**

**SECTION 7.1. Events of Default Defined.** The occurrence of any one or more of the following events shall be an “Event of Default” under this Agreement:

(a) If the Company shall fail to make any Payment-in-Lieu-of-Taxes or any other amount required under this 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, 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 7.2. 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 the Act relating to the enforced collection of taxes.

**SECTION 7.3. No Additional Waiver Implied by One Waiver.** In the event any warranty, covenant or agreement contained in this Agreement should be breached by the Company or the County and thereafter waived by the other party to this Agreement, such waiver shall be limited to the particular breach so waived and shall not be deemed to waive any other breach.

## **ARTICLE VIII**

### **MISCELLANEOUS**

**SECTION 8.1. Binding Effect.** This Agreement shall inure to the benefit of and shall be binding upon the County and the Company and their respective successors and assigns.

**SECTION 8.2. 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 Company shall be entitled to retain any benefits received under or pursuant to this Agreement; otherwise, in the event any provision of this 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 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 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 8.3. Amendments, Changes and Modifications.** Except as otherwise provided in this Agreement, this 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 may be provided by a resolution of County Council.

**SECTION 8.4. Execution of Counterparts.** This 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 Agreement or any counterpart of any document that is attached to this Agreement as an exhibit.

**SECTION 8.5. Law Governing Construction of Agreement.** The laws of the State of South Carolina shall govern the construction of this Agreement.

**SECTION 8.6. Filings.** Whenever the County shall be required to file or produce any reports, notices or other documents during the 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.

**SECTION 8.7. Headings.** The headings of the articles and sections of this Agreement are inserted for convenience only and shall not be deemed to constitute a part of this Agreement.

**IN WITNESS WHEREOF, LEXINGTON COUNTY, SOUTH CAROLINA, and the COMPANY**, each pursuant to due authority, have duly executed this 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

Severt & Sons Produce Columbia, Inc.

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

\_\_\_\_\_

Its: \_\_\_\_\_

**ORDINANCE**

**AN ORDINANCE AUTHORIZING PURSUANT TO SECTIONS 4-1-170 AND 4-1-175 SOUTH CAROLINA CODE OF LAWS, 1976, AS AMENDED, THE EXECUTION AND DELIVERY OF A SPECIAL SOURCE REVENUE CREDIT AGREEMENT BETWEEN LEXINGTON COUNTY, SOUTH CAROLINA AND NORTH FORK PROPERTIES, LLC; AND MATTERS RELATING THERETO.**

**WHEREAS**, Lexington County (the “County”), a public body corporate and politic under the laws of the State of South Carolina.

**WHEREAS**, North Fork Properties, LLC (the “Company”) has invested in the State Farmers Market located in Lexington County.

**WHEREAS**, such investment was instrumental in locating the State Farmers Market in Lexington County.

**WHEREAS**, the County desires to enter into a Special Source Revenue Credit Agreement (the “Agreement”) with the Company, which shall provide for a Special Source Revenue credit pursuant to 4-1-175.

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

**WHEREAS**, the Company Property is located in a Joint Park created with Calhoun County pursuant to S. C. Code Section 4-1-170.

**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.** The County Council has made and hereby makes the following findings:

(a) The State Farmers Market will provide a significant economic benefit to Lexington County.

(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; and

(c) 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 Agreement which is attached hereto and shall be executed and filed with the Clerk to County Council is hereby approved and all of the terms, provisions and conditions thereof are hereby incorporated herein by reference as if the 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 Agreement to the Company.

**Section 3.** The Chair of County Council and County Administrator, 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 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 Agreement.

**Section 4.** This Ordinance shall be construed and interpreted in accordance with the laws of the State of South Carolina.

**Section 5.** 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 6.** 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 \_\_\_\_\_, 2011.

**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: \_\_\_\_\_

**SPECIAL SOURCE REVENUE CREDIT AGREEMENT**  
**BETWEEN LEXINGTON COUNTY, SOUTH CAROLINA**  
**AND**  
**NORTH FORK PROPERTIES, LLC**  
**DATED AS OF**  
**\_\_\_\_\_ , 2011**

## SPECIAL SOURCE REVENUE CREDIT AGREEMENT

This Special Source Revenue Credit Agreement (the “Agreement”) is made and entered into as of \_\_\_\_\_, 2011, by and between Lexington County, South Carolina (the “County”), a body Politic and political subdivision of the State of South Carolina, acting by and through its County Council as the governing body of the County and North Fork Properties, LLC (the “Company”).

**WHEREAS**, pursuant to S. C. Code Section 4-1-170, the subject property attached hereto as Exhibit A is located in a joint park with Calhoun County;

**WHEREAS**, the County is authorized by S.C. Code Section 4-1-175 to provide a credit against the revenues received from the fees collected from the company for the purpose outlined in 4-29-68.

Now, therefore, for an in consideration of the investment by the Company and the other mutual obligations and other value, the parties agree as follows:

### ARTICLE I

#### RECAPITULATION AND DEFINITIONS

**SECTION 1.1. Rules of Construction; Use of Defined Terms.** Unless the context clearly indicates otherwise, in this Agreement words and terms defined in Section 1.3 hereof are used with the meanings ascribed thereto. The definition of any document shall include any amendments to that document, unless the context clearly indicates otherwise.

From time to time herein, reference is made to the term taxes or *ad valorem* taxes. All or portions of the Project will be located in a Multi-County Industrial Park and are exempt from *ad valorem* taxation under and by virtue of the provisions of Paragraph D of Section 13 of Article VIII of the S.C. Constitution (the “MCIP Provision”). With respect to facilities located in a Multi-County Industrial Park, references to taxes or *ad valorem* taxes means the payments-in-lieu-of-taxes provided for in the MCIP Provision, and, where this 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 1.2. Definitions.**

“**Act**” means Section 4-1-170 and 4-1-175 of the South Carolina Code, as in effect on the date hereof.

“**Company**” means **North Fork Properties, LLC**.

“**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 Agreement and the Multi-County Industrial and Business Park Agreement.

“**Investment**” means expenditures for all real property and improvements thereon. Investment does not include expenditures for personal property.

“**Event of Default**” shall mean any Event of Default specified in Section 9.1 of this Agreement.

“**Special Source Revenue Credit Agreement**” means this Agreement dated as of \_\_\_\_\_, 2011, between the County and the Company.

“**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.

“**Ordinance**” means the Ordinance adopted by the County on \_\_\_\_\_, 2011, authorizing this 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 the investment of both real property and improvements. Project does not include personal property.

“**State**” means the State of South Carolina.

**SECTION 1.3. Special Source Revenue Credit.** As reimbursement for investment in the Project and subject to the requirements of S.C. Code Section 4-1-175, the County agrees to provide to the Company a Special Source Revenue Credit of 33.33% against each of the first ten (10) annual aggregate fee payments for the subject real property and improvements thereon. The amount of the total annual Special Source credits due to the Company shall be reflected on each annual bill sent by the County to the Company and shall reduce the aggregate amount of payments in lieu of taxes by the amount of the Special Source Credits.

## 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.

### **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) 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.

(g) 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. Representations and Warranties of the Company.** The Company makes the following representations and warranties to the County:

(a) The Company is a corporation 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 affect the Company or the consummation of the transactions described in the Documents.

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

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

(f) The Company has invested **\$999,800.00** in the Project.

## **ARTICLE IV**

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

**SECTION 4.1. The Project.** The Company has acquired real property, constructed and/or installed or made plans for the acquisition, construction and/or installation of certain improvements which comprise the Project.

## 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 Section 13, Article VIII of the South Carolina Constitution, the Project is exempt from ad valorem property taxes assuming an Agreement is signed. However, the Company shall be required to make the Payments-in-Lieu-of-Taxes with respect to the Project. In accordance with the Act, and unless this 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.

**SECTION 5.2. Multi-County Industrial and Business Park.** The County represents that the Company property, attached hereto as Exhibit A, is located in a Joint County Park with Calhoun County, pursuant to S. C Code Section 4-1-170.

## ARTICLE VI

### SPECIAL COVENANTS

#### SECTION 6.1. 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 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 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 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 6.2. Assignment.** There shall be no assignment of this Agreement without the written approval by County Council.

## ARTICLE VII

### EVENT OF DEFAULT AND REMEDIES

**SECTION 7.1. Events of Default Defined.** The occurrence of any one or more of the following events shall be an “Event of Default” under this Agreement:

(a) If the Company shall fail to make any Payment-in-Lieu-of-Taxes or any other amount required under this 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, 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 7.2. 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 the Act relating to the enforced collection of taxes.

**SECTION 7.3. No Additional Waiver Implied by One Waiver.** In the event any warranty, covenant or agreement contained in this Agreement should be breached by the Company or the County and thereafter waived by the other party to this Agreement, such waiver shall be limited to the particular breach so waived and shall not be deemed to waive any other breach.

## **ARTICLE VIII**

### **MISCELLANEOUS**

**SECTION 8.1. Binding Effect.** This Agreement shall inure to the benefit of and shall be binding upon the County and the Company and their respective successors and assigns.

**SECTION 8.2. 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 Company shall be entitled to retain any benefits received under or pursuant to this Agreement; otherwise, in the event any provision of this 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 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 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 8.3. Amendments, Changes and Modifications.** Except as otherwise provided in this Agreement, this 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 may be provided by a resolution of County Council.

**SECTION 8.4. Execution of Counterparts.** This 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 Agreement or any counterpart of any document that is attached to this Agreement as an exhibit.

**SECTION 8.5. Law Governing Construction of Agreement.** The laws of the State of South Carolina shall govern the construction of this Agreement.

**SECTION 8.6. Filings.** Whenever the County shall be required to file or produce any reports, notices or other documents during the 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.

**SECTION 8.7. Headings.** The headings of the articles and sections of this Agreement are inserted for convenience only and shall not be deemed to constitute a part of this Agreement.

**IN WITNESS WHEREOF, LEXINGTON COUNTY, SOUTH CAROLINA, and the COMPANY**, each pursuant to due authority, have duly executed this 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

North Fork Properties, LLC

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

\_\_\_\_\_

Its: \_\_\_\_\_

**COUNTY OF LEXINGTON, SOUTH CAROLINA**

**ORDINANCE NO. 11-14**

**AN ORDINANCE TO APPROVE THE CONVEYANCE OF PROPERTY FROM THE COUNTY OF LEXINGTON TO EAU CLAIRE COOPERATIVE HEALTH CENTERS.**

WHEREAS, the County of Lexington has received Community Development Block Grant (CDBG) program funds from the United States Department of Housing and Urban Development (HUD) under Title I of the Housing and Community Development Act of 1974, as amended; and

WHEREAS, the Community Development Department of Lexington County has the responsibility of administering CDBG Program funds to maximize benefits to the low and moderate income persons through the provisions of certain programs and projects; and

WHEREAS, the County is presently constructing a family medical center in the Town of Pelion that will be operated by the Eau Claire Cooperative Health Center (ECCHC); and

WHEREAS, the County of Lexington and ECCHC have entered into a sub recipient agreement for the operation of the Pelion Family Medical Center that outlines the responsibilities of the parties; and

WHEREAS, upon completion of the facilities, the County shall transfer title to the subject property to ECCHC pursuant to the specific terms and provisions of the sub recipient agreement.

**NOW THEREFORE, be it ordained and enacted by the Lexington County Council as follows:**

SECTION 1. Lexington County Council hereby approves the conveyance of property as set forth in the deed attached hereto and incorporated herein.

SECTION 2. The Chairman of Lexington County Council and the County Administrator are authorized and directed to execute a deed in substantially the form as set forth in attached deed and as may be subsequently modified by the County Attorney.

Enacted this \_\_\_\_\_ day of \_\_\_\_\_, 2011.

\_\_\_\_\_  
James Kinard, Jr.  
Chairman, Lexington County Council

ATTEST:

\_\_\_\_\_  
Diana Burnette, Clerk

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

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

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

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

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

STATE OF SOUTH CAROLINA    ) THIS INSTRUMENT PREPARED WITHOUT  
  ) ABSTRACT VERIFICATION OR TITLE  
COUNTY OF LEXINGTON        )                                   EXAMINATION

**LIMITED WARRANTY DEED**

WHEREAS, by authorization of Ordinance No. 11-14, enacted \_\_\_\_\_, 2011, and in accordance with the terms that certain Subrecipient Agreement – Pelion Family Medical Center executed November 30, 2010 between the Grantor and the Grantee the below property is being conveyed subject to the conditions as set forth below.

NOW, THEREFORE, KNOW ALL PERSONS BY THESE PRESENTS, That **COUNTY OF LEXINGTON** (hereinafter whether singular or plural the "Grantor") in the State aforesaid, for and in consideration of the sum of **Five dollars and No/100 (\$ 5.00) Dollars** to the Grantor paid by **EAU CLAIRE COOPERATIVE HEALTH CENTERS**, (hereinafter whether singular or plural the "Grantee") has granted, bargained, sold and released, and by these presents does grant, bargain, sell and release, subject to any easements, restrictions, reservations and conditions of record and all applicable governmental statues, ordinances, rules and regulations and subject to the Conditions, Restrictions and Possibility of Reverter set forth below, unto the said Grantee the following described property:

All that certain piece, parcel, lot or tract of land, together with any improvements thereon, situate, lying and being in the Town of Pelion, County of Lexington, State of South Carolina, being shown as containing 1.484 acres on Boundary Plat prepared for County of Lexington, by Carolina Surveying Services, Inc., dated November 22, 2010, and recorded on January 14, 2011, in the Office of the Register of Deeds for Lexington County in Book 14674 at Page 284. Reference to said plat being made for a more complete and accurate description, be all measurements a little more or less.

This being the same property conveyed to County of Lexington by deed of Ursula W. Spires and Lawrence Kit Spires, dated February 7, 2011 and recorded on February 8, 2011 in Record Book 14716 at Page 316, in the Office of the Register of Deeds for Lexington County.

TMS# 011700-02-019

GRANTEES' ADDRESS: 1228 Harden Street, Columbia, S. C. 29204

**THE SUBJECT PROPERTY IS SUBJECT TO THE FOLLOWING CONDITIONS, RESTRICTIONS and POSSIBILITY OF REVERTER:**

1. The above described property is subject to all provisions of the Subrecipient Agreement between the County of Lexington and Eau Clair Cooperative Health Centers dated November 30, 2010.

2. The Grantee shall occupy the above described property as a medical office and provide medical services within sixty (60) days after transfer of title by the County.

3. If the Grantee fails to begin to provide services as set forth in number 2 above or ever ceases to provide on-site medical services to low and moderate income residents in and around the Pelion area as is more fully set forth in the referenced Subrecipient Agreement and in accordance with HUD requirements, title to the described property shall automatically revert to the County of Lexington.

4. The above described property may not be subdivided or otherwise alter the legal boundaries of the above property without written approval from the County of Lexington.

TOGETHER with all and singular, the rights, members, hereditaments and appurtenances to the said premises belonging or in anywise incident or appertaining.

TO HAVE AND TO HOLD all and singular the premises before mentioned unto the said Grantee, **EAU CLAIRE COOPERATIVE HEALTH CENTERS**, its Successors and Assigns forever.

And the said Grantor does hereby bind itself and its successors and assigns, to warrant and forever defend all and singular the said premises unto the said Grantee, **EAU CLAIRE COOPERATIVE HEALTH CENTERS**, its Successors and Assigns, against Grantor and its successors and assigns.





COUNTY OF LEXINGTON, SOUTH CAROLINA

**Solid Waste Management**

498 Landfill Lane  
Lexington, SC 29073  
Phone (803) 755-3325 Fax (803) 755-3833

**SOLID WASTE/PROCESSING FACILITY APPLICATION # SW 11- 01**

Applicant/Business Name: Tristar Land Company, LLC  
Address and/or description of property for which the SW/Processing Facility Application is made:  
1170 Belo Road, Lexington, SC 29072-8133  
TMS#: 006300-03-049 Activity acreage: 16.74 ac  
Type of activity: Wood Chipping/Composting Facility On-site processing included? Yes  
Additional comments as necessary: N/A  
Is activity under current review by SCDHEC? No  
Does activity have a current SCDHEC permit? No

**Even though this request will be carefully reviewed and considered, the burden of proving the need for the request rests with the applicant.**

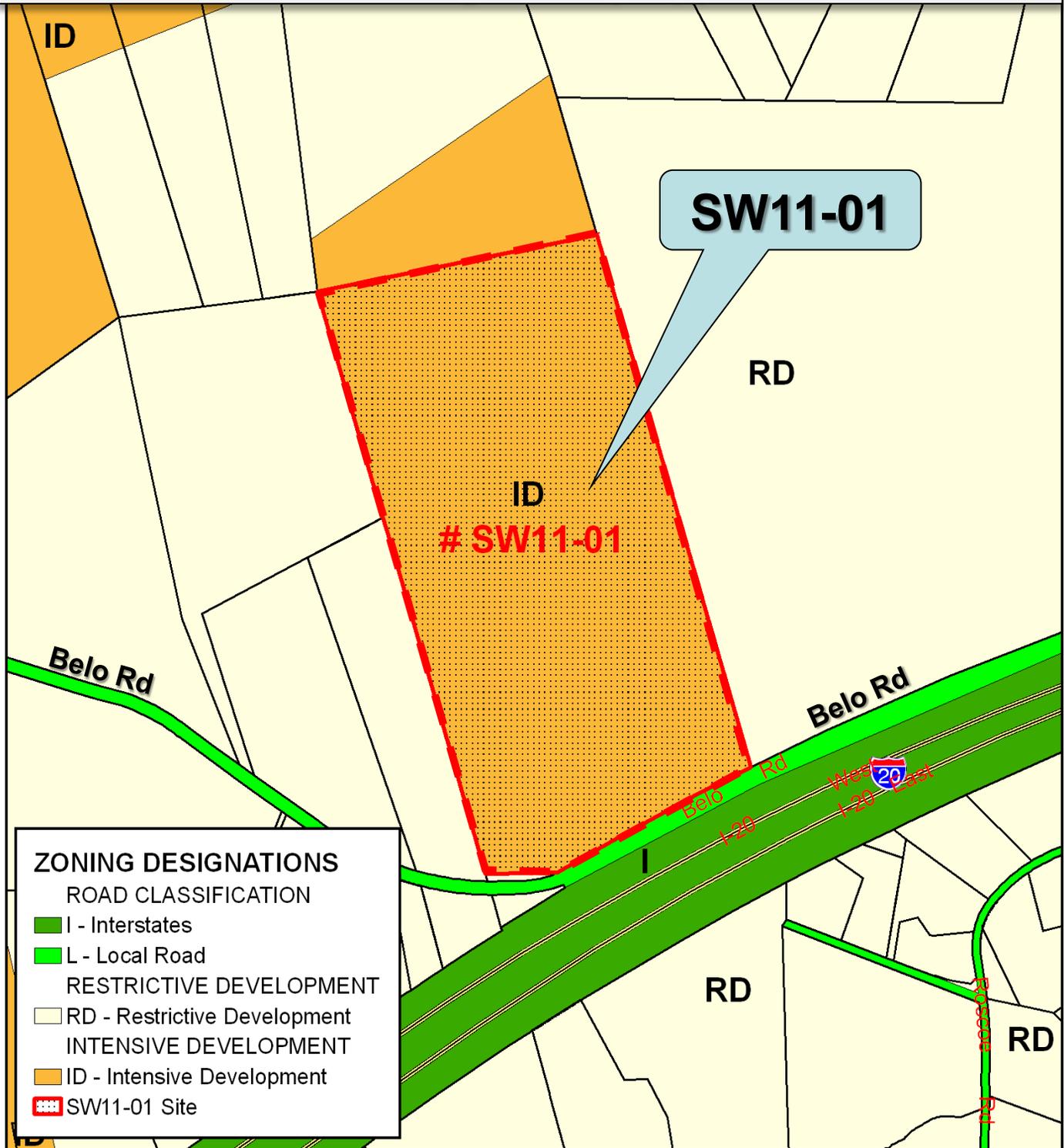
Date of application: 5/03/11 Applicant: Property Owner X Authorized Agent   
Phone #(s): 803-216-8777 (office) 803-216-8070 (fax)  
Signature: On File Printed Name: John Stephenson  
Street/Mailing Address: 138 Westpark Blvd City, State, Zip Code: Columbia, SC 29210

5-3-11	Application Received	5-3-11	Fee Received
5-12-11	Zoning Site Plan Approved	7-07-11	Property Posted
7-07-11	Adjacent Property Notices Mailed	7-07-11	Newspaper Advertisement(s)

6-24-11	First Reading	7-26-11	Public Hearing		Final Reading
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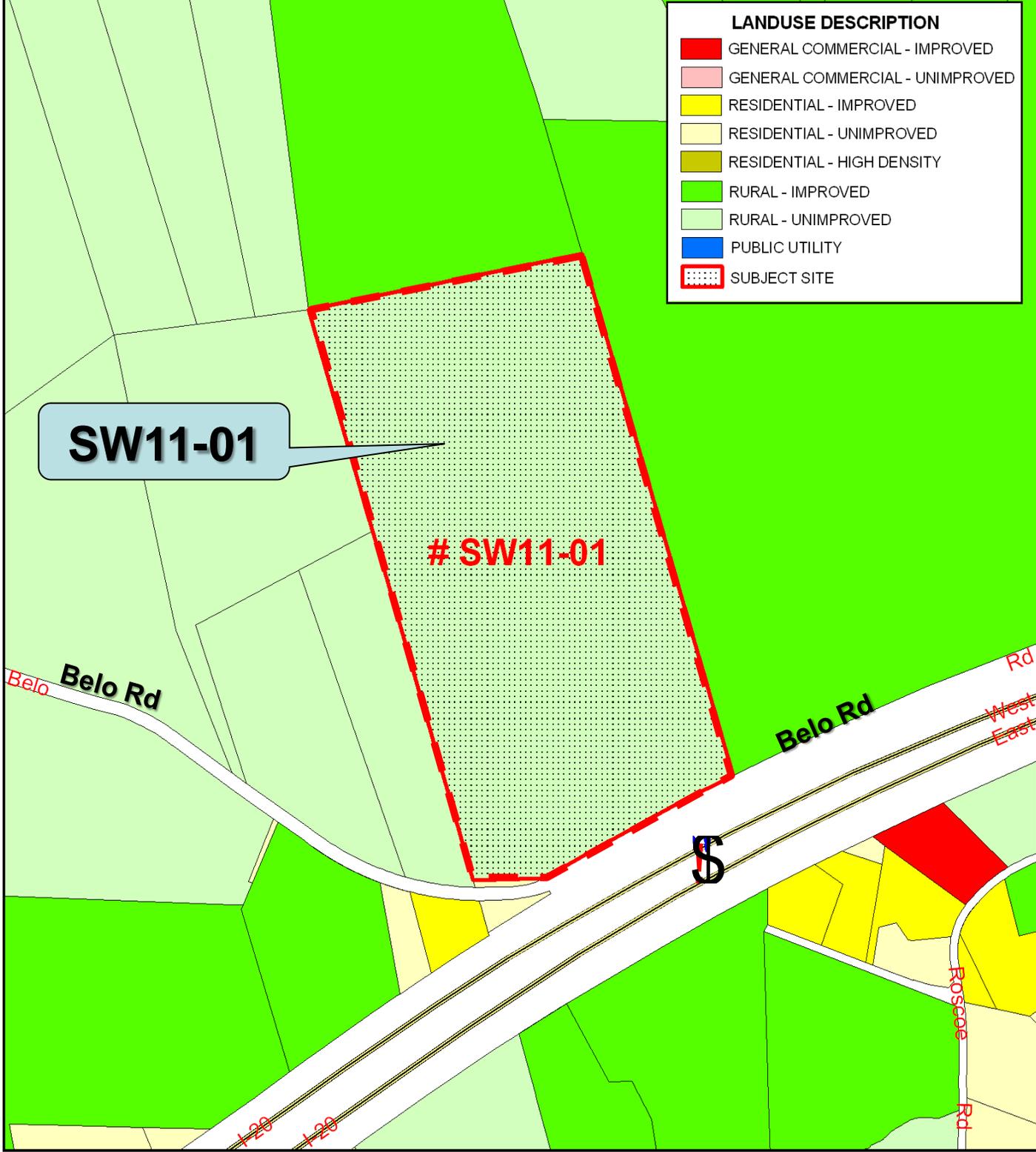
Results: \_\_\_\_\_

# Solid Waste/Processing Facility Application SW11-01



**2009 Existing Zoning  
# SW11-01  
TMS # 006300-03-049**

LANDUSE DESCRIPTION	
	GENERAL COMMERCIAL - IMPROVED
	GENERAL COMMERCIAL - UNIMPROVED
	RESIDENTIAL - IMPROVED
	RESIDENTIAL - UNIMPROVED
	RESIDENTIAL - HIGH DENSITY
	RURAL - IMPROVED
	RURAL - UNIMPROVED
	PUBLIC UTILITY
	SUBJECT SITE



**SW11-01**

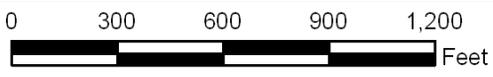
**# SW11-01**

**Belo Rd**

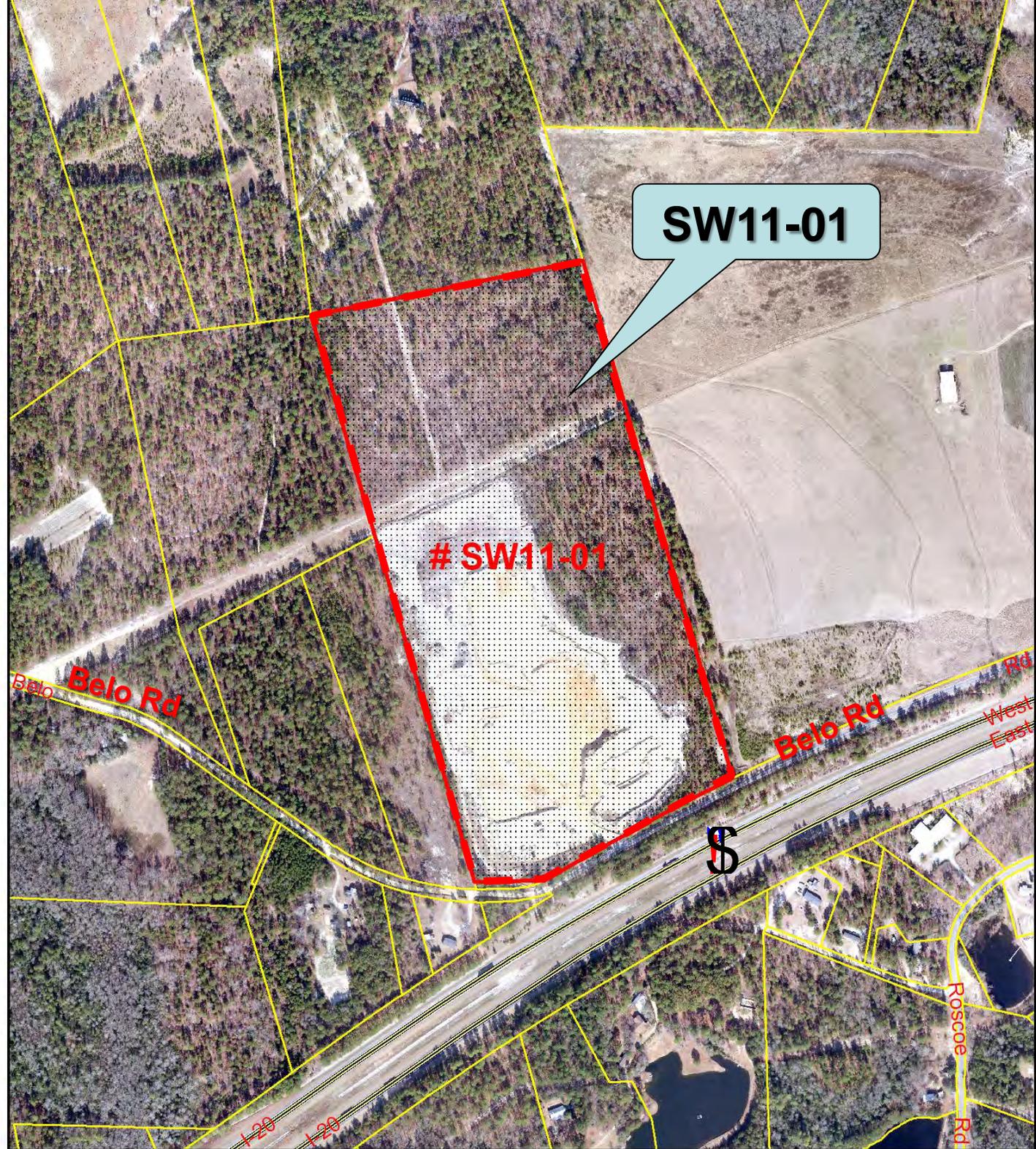
**Belo Rd**

Roscoe Rd

West Rd  
East Rd



**2009 Existing Landuse  
# SW11-01  
TMS # 006300-03-049**



**SW11-01**

**# SW11-01**

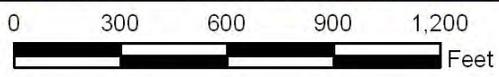
**Belo Rd**

**Belo Rd**

**Roscoe Rd**

**West  
East**

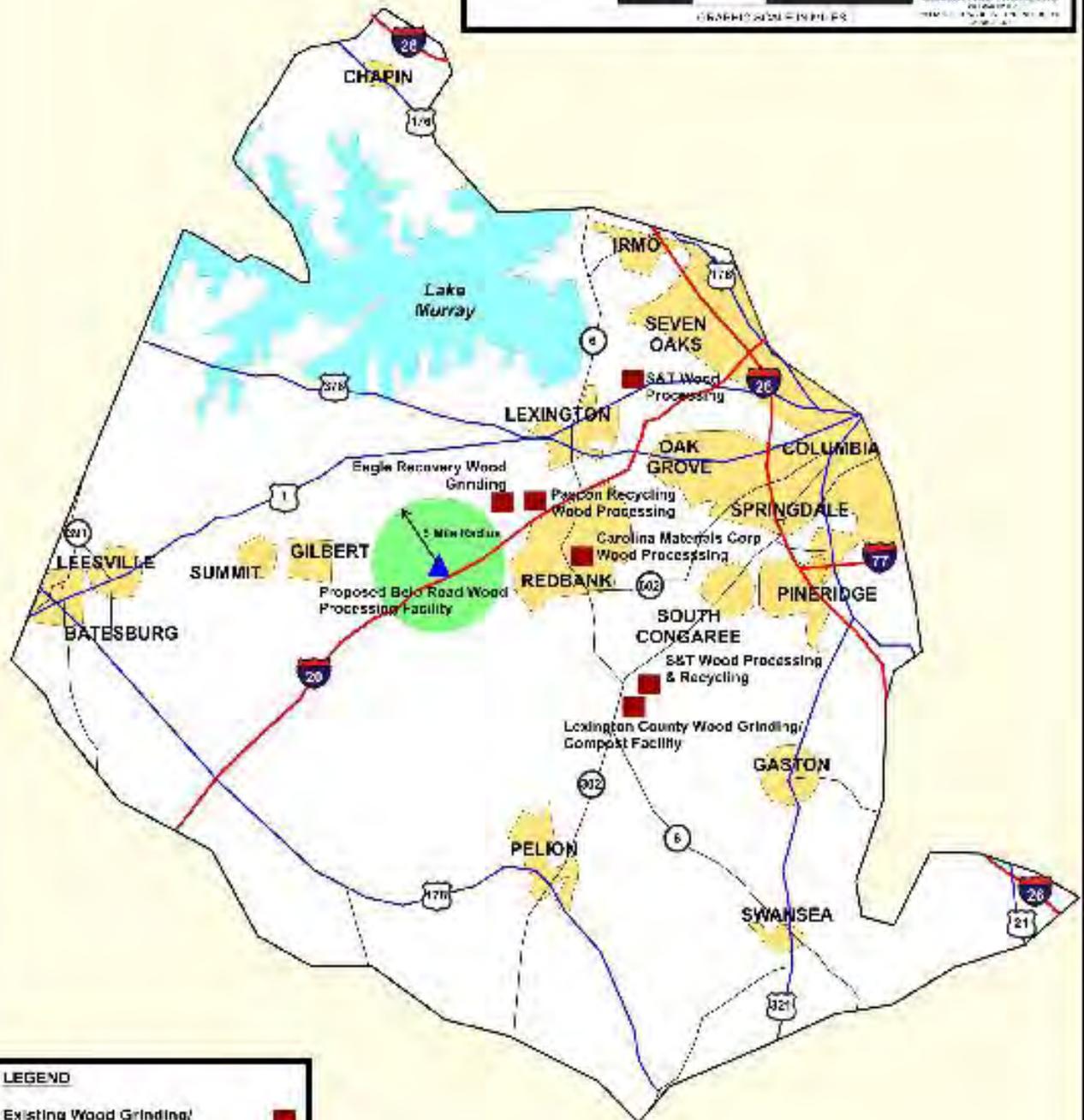
**§**



**2009 Aerial Photo  
# SW11-01  
TMS # 006300-03-049**



# LEXINGTON COUNTY SOLID WASTE MANAGEMENT WOOD GRINDING/COMPOSTING FACILITIES



## LEGEND

Existing Wood Grinding/  
Composting Facility



Proposed Wood Grinding/  
Composting Facility





# COUNTY OF LEXINGTON, SOUTH CAROLINA

## ORDINANCE #11-10

### AN ORDINANCE TO PROVIDE FOR REAPPORTIONMENT AND RE-ESTABLISHMENT OF NINE DEFINED SINGLE-MEMBER ELECTION DISTRICTS IN THE ELECTION OF LEXINGTON COUNTY COUNCIL MEMBERS

WHEREAS, Act No. 858 of the Acts and Joint Resolution of the General Assembly of the South Carolina of 1976 created the County Council of Lexington County as the governing body of Lexington County, South Carolina, consisting of nine members to be elected from nine defined single-member election districts by said act; and

WHEREAS, as a result of the 2010 Federal Census, the County Council of Lexington County finds it necessary and proper to reapportion and re-establish the nine defined single-member election districts of the County Council of Lexington County as hereinafter set forth in order that the population variance between said districts shall be in full compliance with State and Federal law;

THEREFORE, BE IT ORDAINED BY THE COUNTY COUNCIL OF LEXINGTON COUNTY, SOUTH CAROLINA, IN MEETING DULY ASSEMBLED, AS FOLLOWS;

Section 1: The nine defined single-member election districts for the election of members of the County Council of Lexington County shall be as follows:

**DISTRICT 1 consists of:**

<u>Census Tracts:</u>	<u>Block Numbers:</u>									
0207.05	1000	1001	1002	1003	1004	1005	1006	1007	1008	1009
	1010	1011	1012	1013	1014	1015	1016	1017	1018	1019
	1020	1021	1022	1023	1024	1025	1026	1027	1028	1029
	1030	1031	1032	1033	1034	1035	1036	1037	1038	1039
	1040	1041	1042	1043	1044	1045	1046	1047	1048	1049
	1050	1051	1052	1053	1054	1055	1056	1057	1058	
	2039	2040	2041	2050						
0208.01	Entire Tract									
0208.02	Entire Tract									
0208.03	Entire Tract									
0208.04	Entire Tract									
0208.05	1020	1028	1029	1030	1033	1034	1039	1040	1041	1042
	1043	1044	1045	1047	1048	1049				

	2000	2001	2002	2003	2004	2005	2006	2007	2008	2009
	2010	2011	2012	2013	2014	2015	2016	2017	2018	2019
	2020	2021	2022	2023	2024	2025	2026	2028	2029	2030
	2031	2032	2033	2034	2035	2038	2039	2040	2041	
0209.03	Entire Tract									
0209.04	Entire Tract									
0209.05	1018	1021	1024	1025	1038	1039	1040	1041	1044	1045
	1050	1051	1052	1053	1054	1055	1056	1057	1058	1059
	1060	1061	1062	1063	1064	1065	1066	1069	1070	1071
	1072	1073	1074	1075	1076	1077	1078	1079	1080	1081
	1082	1083	1084	1085	1086	1087	1088			
0209.06	Entire Tract									
0209.08	1070									
0210.09	2056									

**DISTRICT 2 consists of:**

<u>Census Tracts:</u>	<u>Block Numbers:</u>									
0210.22	1022	1024	1025	1026	1027	1028	1033			
0210.23	1003	1004	1005	1006	1007	1008	1009	1010	1011	1012
	1013	1014	1015	1016	1017	1018				
0210.24	1009	1010	1011	1012	1013	1014	1015	1016	1017	1018
	1019	1020	1021	1032	1033	1034	1038	1039	1040	1041
	1046	1047	1048	1049	1052	1053	1054	1055	1057	
0213.04	1010	1011	1016	1017	1018	1019	1020	1021	1022	1023
	1024	1025	1026	1027	1028	1029	1030	1031	1032	1033
	1034	1035	1036	1037	1038	1039	1040	1041	1042	1043
	1044	1045								
	2047	2048	2049	2050	2051	2052	2053	2055	2056	2057
	2058	2059	2060	2061	2062	2063	2064	2065	2066	2067
	2068	2069	2070	2071	2072	2073	2074	2076	2077	2078
	2079	2080	2081	2082	2083	2084				
0213.05	Entire Tract									
0213.06	Entire Tract									
0213.07	Entire Tract									
0213.08	Entire Tract									
0214.02	Entire Tract									
0214.03	Entire Tract									
0214.04	Entire Tract									

**DISTRICT 3 consists of:**

<u>Census Tracts:</u>	<u>Block Numbers:</u>									
0210.22	1019	1020	1021							
0210.23	1000	1001	1002							
0210.24	1000	1001	1002	1003	1004	1005	1006	1007	1008	1022
	1023	1024	1025	1026	1027	1028	1029	1030	1031	1035
	1036	1037	1042	1045						
0210.25	1014	1015	1016	1017	1018	1019	1020	1021	1022	1023
	1024	1025	1026	1027	1028	1029	1030	1032	1033	1034
	1035	1036	1037	1038	1039	1040	1041	1042	1043	

	2001	2002	2003	2004	2005	2006	2007	2008	2009	2010
	2011	2012	2013	2014	2015	2016	2017	2019	2024	
0210.26	Entire Tract									
0210.27	Entire Tract									
0210.28	Entire Tract									
0210.29	Entire Tract									
0210.30	1005	1052	1053	1054	1055	1056	1057	1058	1059	
	2002	2003	2004	2005	2006	2007	2008	2009	2010	2011
	2012	2013	2014	2015	2031	2033	2034	2035	2036	2037
	2043	2044	2045	2046	2047	2048	2049	2050	2051	2052
	2053	2054	2055	2056	2057	2058	2059	2060	2061	2062
	2063	2064	2065	2068	2069					
0210.31	Entire Tract									
0210.32	Entire Tract									

**DISTRICT 4 consists of:**

<u>Census Tracts:</u>	<u>Block Numbers:</u>									
0205.07	4000	4001	4002	4003	4004	4005	4006	4007	4008	4009
	4010	4011	4012	4013	4014					
0206.01	2017	2018	2020	2021						
	3008	3009	3011	3012	3021	3022				
0206.02	1006	1007	1008	1009	1010	1011	1012	1013	1014	1015
	1016	1017	1018	1019	1020	1021	1022	1023	1024	1025
	1026	1027	1028	1029	1030	1031	1032	1033	1034	1035
	1036									
	2000	2001	2002	2003	2004	2005	2006	2007	2008	2009
	2010	2011	2012	2013	2014	2015	2016	2017	2018	2019
	2020	2021	2022	2023	2024	2025	2026	2027	2028	2029
	2030	2031	2032	2033	2034	2035	2036	2037	2038	2039
	2040	2041	2042	2043	2044	2045	2046	2047	2048	2049
	2050	2051	2052	2053	2054	2055	2056	2057	2058	2059
	2060	2061								
	3000	3001	3002	3003	3004	3005	3006	3007	3008	3009
	3010	3011	3012	3013	3014	3015	3016	3017	3018	3019
	3020	3021	3022	3023	3024	3025	3026	3027	3028	3029
	3030	3031	3032	3033	3034	3035	3036	3037	3038	3039
	3040	3041	3042	3043	3044	3045	3046	3047	3048	3049
	3050	3051	3052	3053	3054	3055	3056	3057	3058	3059
	3060	3061	3062	3063	3064	3065	3066	3067		
0206.05	1015	1016								
0207.03	3000	3001	3002	3003	3004	3005	3006	3007	3008	3009
	3010	3015	3016	3027						
	4000	4001	4002	4003	4004	4005	4006	4007	4008	4012
0210.14	1032	1035	1036	1037	1053	1054	1061	1062	1063	1064
	1065	1066	1067	1068	1069	1070	1078	1079	1080	1081
	1082	1083	1087	1090	1091	1092	1100			
0210.17	1000	1001	1002	1003	1004	1005	1006	1007	1008	1009
	1010	1011	1012	1013						
	3000	3001	3002	3003	3004	3005	3006	3007	3008	3009
	3010	3011	3013							

	4000	4001	4002	4003	4004	4005	4006	4007	4008	4009
	4010	4011	4012	4013	4014	4015	4016	4017	4018	4019
	4020	4021	4022	4023	4032	4033	4034	4035	4036	4037
	4038	4039	4040							
0210.19	1014	1015	1016	1017	1018	1019	1020	1021	1022	1023
	1024	1025	1026	1027	1028	1029				
0210.20	Entire Tract									
0210.30	1000	1001	1002	1003	1004	1006	1007	1008	1009	1010
	1011	1012	1013	1014	1015	1016	1017	1018	1019	1020
	1021	1022	1023	1024	1025	1026	1027	1028	1029	1030
	1031	1032	1033	1034	1035	1036	1037	1038	1039	1040
	1041	1042	1043	1044	1045	1046	1047	1048	1049	1050
	1051	1060	1061	1062	1063	1064	1065			
	2000	2001	2016	2017	2018	2019	2020	2021	2022	2023
	2024	2025	2026	2027	2028	2029	2030	2032	2038	2039
	2040	2041	2042	2066	2070	2071				
0210.31	1019									
0210.33	Entire Tract									
0210.34	Entire Tract									
9801.00	Entire Tract									

**DISTRICT 5 consists of:**

<u>Census Tracts:</u>	<u>Block Numbers:</u>									
0207.03	1000	1001	1002	1003	1004	1005	1006	1007	1008	1009
	1010	1011	1012	1013	1014	1015	1016	1017	1018	1019
	1020	1021	1022	1023	1024	1025	1026	1027	1028	1029
	1030	1031	1032	1033	1034	1035	1036	1037	1038	1039
	1040	1041	1042	1043	1044					
	2000	2001	2002	2003	2004	2005	2006	2007	2008	2009
	2010	2011	2012	2013	2014	2015	2016	2017	2018	2019
	2020	2021	2022	2023	2024	2025	2026	2027	2028	2029
	2030	2031	2032	2033						
	3011	3012	3013	3014	3017	3018	3019	3020	3021	3022
	3023	3024	3025	3026						
	4009	4010	4011	4020	4021	4022	4023	4024	4025	4026
	4027									
0207.08	1008	1009	1010	1011	1012	1013	1014	1015	1016	1017
	2023	2024	2025	2026	2027	2028	2029	2061		
0209.05	1015	1016	1022							
0209.07	Entire Tract									
0209.08	Entire Tract									
0210.09	1000	1001	1002	1003	1004	1005	1006	1007	1008	1009
	1010	1011	1012	1013	1014	1015	1016	1017	1018	1019
	1020	1021	1022	1023	1024	1025	1026	1027	1028	1029
	1030	1031	1032	1033	1034	1035	1036	1037	1038	1039
	1040	1041	1042	1043	1044	1045				
	2000	2001	2002	2003	2004	2005	2006	2007	2008	2009
	2010	2011	2012	2013	2014	2015	2016	2017	2018	2019
	2020	2021	2022	2023	2024	2025	2026	2027	2028	2029
	2030	2031	2032	2033	2034	2035	2036	2037	2038	2039
	2040	2041	2042	2043	2044	2045	2046	2047	2048	2049
	2050	2051	2052	2053	2054	2055	2057	2058	2059	2060

0210.17	1014	1015	1016	1017	1018	1019	1020	1021	1022	1023
	2000	2001	2002	2003	2004	2005	2006	2007	2008	2009
	2010	2011	2012	2013	2014	2015	2016	2017		
	3012									
	4024	4025	4026	4027	4028	4029	4030	4031		
0210.18	Entire Tract									
0210.24	1043	1044	1050	1051	1056					
0210.29	1050	1051	1053	1054						
0210.30	2067									

**DISTRICT 6 consists of:**

<u>Census Tracts:</u>	<u>Block Numbers:</u>									
0210.14	1012	1017	1025	1026						
0210.21	Entire Tract									
0210.22	1000	1001	1002	1003	1004	1005	1006	1007	1008	1009
	1010	1011	1012	1013	1014	1015	1016	1017	1018	1023
	1029	1030	1031	1032						
0210.25	0001	0002	0003	0004	0005	0006	0007	0008	0009	0010
	0011	0012	0013							
	1000	1001	1002	1003	1004	1005	1006	1007	1008	1009
	1010	1011	1012	1013	1031					
	2000	2018	2020	2021	2022	2023	2025	2026	2027	
0211.14	0001	0002	0003	0004	0005					
	1002	1003	1004	1005	1006	1007	1008	1009	1010	1011
	1012	1013	1014	1015	1016	1017	1018	1019	1020	1021
	1022	1023	1024	1025	1026	1027	1028	1029	1030	1031
	1032									
0211.15	Entire Tract									
0211.16	1004	1005								
	2001	2002	2003	2004	2005	2007	2008	2009	2010	2011
	2012	2013	2014	2015	2016	2017	2018	2021	2022	2023
	2026									
	3000	3001	3002	3003	3004	3005	3006	3007	3008	3009
	3010	3011	3013	3014	3015	3016	3017			
0212.03	Entire Tract									
0212.04	Entire Tract									
0212.05	Entire Tract									
0212.06	Entire Tract									
0213.03	0001	0002	0003	0004	0005	0006	0007	0008	0009	0010
	0011	0012	0013	0014	0015	0016	0017	0018		
	1000	1001	1002	1003	1004	1005	1006	1007	1008	1009
	1010	1011	1012	1013	1014	1015	1016	1017	1018	1019
	1020	1021	1022	1023	1024	1025	1026	1027	1028	1029
	1030	1031	1032	1033	1034	1035	1036	1037	1038	1039
	1040	1041	1042	1043	1044	1045	1046	1047	1048	1049
	1050	1051	1052	1053	1054	1055	1056	1057	1058	
	2000	2001	2002	2003	2004	2005	2006	2007	2008	2009
	2010	2011	2012	2013	2014	2015	2016	2017	2018	2019
	2020	2021	2022	2023	2024	2025	2026	2027	2028	2029
	2030	2031	2032	2033	2034	2035	2036	2037	2038	2039

	2040	2041	2042	2043	2044	2045	2046	2047	2048	2049
	2050	2051	2052	2053	2054	2055	2056	2057	2058	2059
	2060	2061								
0213.04	1000	1001	1002	1003	1004	1005	1006	1007	1008	1009
	1012	1013	1014	1015						
	2000	2001	2002	2003	2004	2005	2006	2007	2008	2009
	2010	2011	2012	2013	2014	2015	2016	2017	2018	2019
	2020	2021	2022	2023	2024	2025	2026	2027	2028	2029
	2030	2031	2032	2033	2034	2035	2036	2037	2038	2039
	2040	2041	2042	2043	2044	2045	2046	2054	2075	2085

**DISTRICT 7 consists of:**

<u>Census Tracts:</u>	<u>Block Numbers:</u>									
0205.10	Entire Tract									
0205.11	Entire Tract									
0211.06	Entire Tract									
0211.09	Entire Tract									
0211.10	Entire Tract									
0211.11	Entire Tract									
0211.12	Entire Tract									
0211.13	Entire Tract									
0211.14	1000	1001								
	2000	2001	2002	2003	2004	2005	2006	2007	2008	2009
	2010	2011	2012	2013	2014	2015	2016	2017	2018	
0211.16	1000	1001	1002	1003						
	2000	2006	2019	2020	2024	2025				
	3012	3018	3019	3020						

**DISTRICT 8 consists of:**

<u>Census Tracts:</u>	<u>Block Numbers:</u>									
0202.02	1006	1007	1012	1013	1014	1024	1025	1042	1043	1044
	1045									
0203.00	1000	1001	1002	1003	1004	1005	1006	1007	1008	1009
	1010	1011	1012	1013	1014	1015	1016	1017	1018	1020
	1021	1022	1023	1024	1025	1026	1027	1028	1029	1030
	1031	1036								
	2000	2001	2002	2003	2004	2005	2006	2007	2008	2009
	2010	2011	2012	2013	2014	2015	2016	2017	2018	2019
	2021	2022	2026	2027	2028	2029	2030	2031	2032	2035
	2036	2037	2038	2039	2040	2044	2045	2046	2048	2049
	2050	2054	2055							
	3000	3001	3002	3003	3004	3005	3006	3007	3008	3009
	3010	3011	3012	3013	3014	3015	3016	3017	3018	3019
	3020	3021	3022	3023	3024	3025	3026	3027	3028	3029
	3030	3031	3032	3033	3034	3035	3036	3037	3038	3039
	3040	3041	3042	3043						
0205.05	Entire Tract									
0205.06	Entire Tract									

0205.07	1000	1001	1002	1003	1004	1005	1006	1007	1008	1009
	1010	1011	1012	1013	1014	1015	1016	1017	1018	1019
	1020	1021	1022	1023	1024	1025	1026	1027	1028	1029
	2000	2001	2002	2003	2004	2005	2006	2007	2008	2009
	2010	2011	2012	2013	2014	2015	2016	2017	2018	2019
	2020	2021	2022	2023	2024	2025	2026			
	3000	3001	3002	3003	3004	3005	3006	3007	3008	3009
	3010	3011	3012	3013	3014	3015	3016	3017	3018	3019
	3020	3021								
0205.08	Entire Tract									
0205.09	Entire Tract									
0206.01	1000	1001	1002	1003	1004	1005	1006	1007	1008	1009
	1010	1011	1012	1013	1014	1015	1016	1017	1018	1019
	1020	1021	1022	1023	1024	1025	1026	1027	1028	1029
	1030	1031	1032	1033	1034	1035	1036	1037	1038	1039
	1040	1041	1042	1043	1044	1045	1046	1047	1048	1049
	1050	1051	1052	1053	1054	1055	1056	1057		
	2000	2001	2002	2003	2004	2005	2006	2007	2008	2009
	2010	2011	2012	2013	2014	2015	2016	2019	2022	
	3000	3001	3002	3003	3004	3005	3006	3007	3010	3013
	3014	3015	3016	3017	3018	3019	3020			
	4000	4001	4002	4003	4004	4005	4006	4007	4008	4009
	4010	4011	4012	4013	4014	4015	4016	4017	4018	4019
	4020	4021	4022	4023	4024	4025	4026	4027	4028	4029
	4030	4031	4032	4033	4034	4035	4036	4037	4038	4039
0206.02	1000	1001	1002	1003	1004	1005				
0210.14	1000	1001	1002	1003	1004	1005	1006	1007	1008	1009
	1010	1011	1013	1014	1015	1016	1018	1019	1020	1021
	1022	1023	1024	1027	1028	1029	1030	1031	1033	1034
	1038	1039	1040	1041	1042	1043	1044	1045	1046	1047
	1048	1049	1050	1051	1052	1055	1056	1057	1058	1059
	1060	1071	1072	1073	1074	1075	1076	1077	1084	1085
	1086	1088	1089	1093	1094	1095	1096	1097	1098	1099
0210.19	1000	1001	1002	1003	1004	1005	1006	1007	1008	1009
	1010	1011	1012	1013	1030					

**DISTRICT 9 consists of:**

<u>Census Tracts:</u>	<u>Block Numbers:</u>									
0201.00	Entire Tract									
0202.01	Entire Tract									
0202.02	1000	1001	1002	1003	1004	1005	1008	1009	1010	1011
	1015	1016	1017	1018	1019	1020	1021	1022	1023	1026
	1027	1028	1029	1030	1031	1032	1033	1034	1035	1036
	1037	1038	1039	1040	1041	1046	1047	1048	1049	1050
	1051	1052								
	2000	2001	2002	2003	2004	2005	2006	2007	2008	2009
	2010	2011	2012	2013	2014	2015	2016	2017	2018	2019
	2020	2021	2022	2023	2024	2025	2026	2027	2028	2029
	2030	2031	2032	2033	2034	2035	2036			
0203.00	1019	1032	1033	1034	1035					
	2020	2023	2024	2025	2033	2034	2041	2042	2043	2047
	2051	2052	2053							

0206.01	2023	2024	2025	2026	2027					
0206.04	Entire Tract									
0206.05	Entire Tract									
0207.03	4013	4014	4015	4016	4017	4018	4019			
0207.05	2000	2001	2002	2003	2004	2005	2006	2007	2008	2009
	2010	2011	2012	2013	2014	2015	2016	2017	2018	2019
	2020	2021	2022	2023	2024	2025	2026	2027	2028	2029
	2030	2031	2032	2033	2034	2035	2036	2037	2038	2042
	2043	2044	2045	2046	2047	2048	2049	2051	2052	2053
	2054	2055								
0207.06	Entire Tract									
0207.07	Entire Tract									
0207.08	1000	1001	1002	1003	1004	1005	1006	1007	1018	1019
	1020	1021	1022	1023	1024	1025				
	2000	2001	2002	2003	2004	2005	2006	2007	2008	2009
	2010	2011	2012	2013	2014	2015	2016	2017	2018	2019
	2020	2021	2022	2030	2031	2032	2033	2034	2035	2036
	2037	2038	2039	2040	2041	2042	2043	2044	2045	2046
	2047	2048	2049	2050	2051	2052	2053	2054	2055	2056
	2057	2058	2059	2060	2062	2063	2064			
0208.05	1000	1001	1002	1003	1004	1005	1006	1007	1008	1009
	1010	1011	1012	1013	1014	1015	1016	1017	1018	1019
	1021	1022	1023	1024	1025	1026	1027	1031	1032	1035
	1036	1037	1038	1046	2027	2036	2037			
0209.05	1000	1001	1002	1003	1004	1005	1006	1007	1008	1009
	1010	1011	1012	1013	1014	1017	1019	1020	1023	1026
	1027	1028	1029	1030	1031	1032	1033	1034	1035	1036
	1037	1042	1043	1046	1047	1048	1049	1067	1068	1089

This Ordinance shall take effect \_\_\_\_\_, 2011.

Enacted the \_\_\_\_\_ day of \_\_\_\_\_, 2011

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

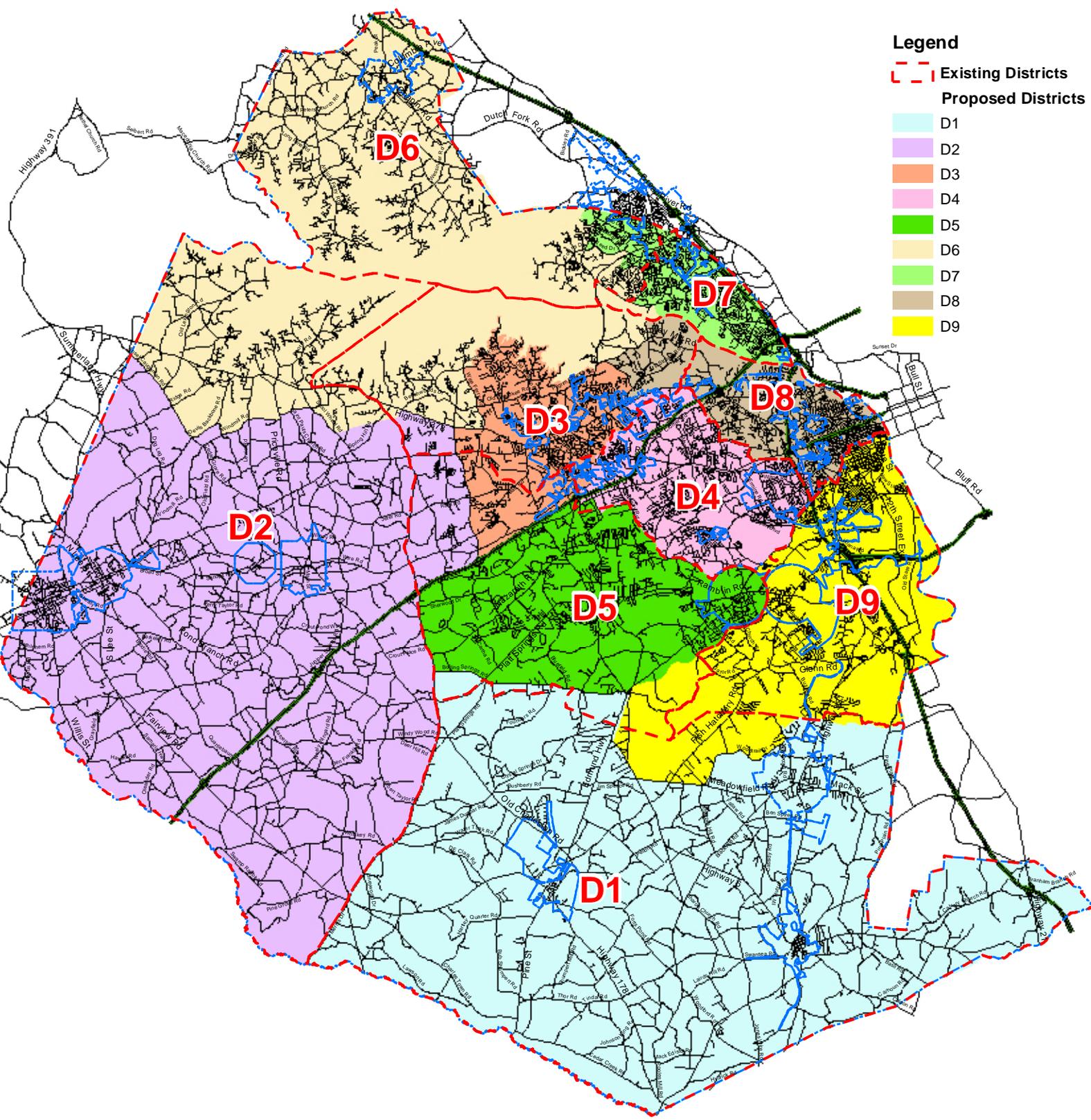
ATTEST:

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

First Reading: June 28, 2011  
Public Hearing: \_\_\_\_\_  
Second Reading: \_\_\_\_\_  
Third & Final Reading: \_\_\_\_\_  
Filed w/Clerk of Court: \_\_\_\_\_

# Lexington County

## County Council Re-Districting Plan



**Legend**

Existing Districts

**Proposed Districts**

- D1
- D2
- D3
- D4
- D5
- D6
- D7
- D8
- D9