

**AGENDA**  
**LEXINGTON COUNTY COUNCIL**  
**Committee Meetings**

**June 14, 2012**

**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.**

**3:15 p.m. - 3:20 p.m. - Economic Development**

- (1) Meeting of March 27, 2012 - Approval of Minutes..... A
- (2) Meeting of April 10, 2012 - Approval of Minutes..... B
- (3) Old Business/New Business
- (4) Adjournment

**3:20 p.m. - 3:25 p.m. - Planning and Administration**

- (1) Meeting of March 27, 2012 - Approval of Minutes..... C
- (2) Old Business/New Business - Additional Language/Information (Pennington) for Communication Towers, Number of Forfeited Land Commission Mobile Homes Not Sold and Had Separate Owners Than the Landowner, Percentage of Mobile Homes Demolished Owned by Someone Other Than the Property Owner
- (3) Adjournment

**3:25 p.m. - 3:30 p.m. - Justice**

- (1) FY 2012 Bulletproof Vest Partnership (BVP) Program Application (Goal 1) - Sheriff's Department - Allan Paavel, Colonel ..... D
- (2) FY 2012 State Criminal Alien Assistance Program Application (Goal 1) - Sheriff's Department - Allan Paavel, Colonel ..... E
- (3) Old Business/New Business
- (4) Adjournment

**3:30 p.m. - 3:35 p.m. - Health and Human Services**

- (1) Meeting of March 27, 2012 - Approval of Minutes..... F
- (2) Old Business/New Business
- (3) Adjournment

**3:35 p.m. - 3:40 p.m. - Public Works & Solid Waste Management**

- (1) Meeting of March 27, 2012 - Approval of Minutes..... G
- (2) Old Business/New Business - Traffic Congestion, Alternate Material for Road Swells, New Road/Corley Mill/Riverchase Monthly Update, Flooding Issues/Kinley Creek Criteria, Stormwater Utility Fee Update, Pine Glen Alternate Exit, Chaney Road Closing, Nursery Road Project Update, List of Outstanding Bonds, etc, LPA Process Update, State Dirt Roads,

Tire Disposal Program, Cost Update on Old Bush River Design, Update on City of Columbia Enhancement Grant for Columbiana Ave, Micala Drive Bridge Update

(3) Adjournment

**3:40 p.m. - 4:15 p.m. - Committee of the Whole**

(1) Meeting of March 27, 2012 - Approval of Minutes..... H

(2) Meeting of April 10, 2012 - Approval of Minutes..... I

(3) Possible Executive Session if Time Permits

(4) Old Business/New Business- Local Contractor Procurement

(5) Adjournment

## **GOALS**

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

### **Economic Development**

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

### **Planning & Administration**

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

### **Justice**

S. Davis, Chairman  
B. Keisler, V Chairman  
F. Townsend, III  
J. Jeffcoat  
B. Matthews

### **Health & Human Services**

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

### **Public Works & Solid Waste Management**

T. Cullum, Chairman  
J. Kinard, V Chairman  
B. Keisler  
J. Jeffcoat  
B. Matthews

### **Committee of the Whole**

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

**AGENDA  
LEXINGTON COUNTY COUNCIL**

**June 14, 2012**

**Second Floor - Dorothy K. Black Council Chambers - County Administration Building  
212 South Lake Drive, Lexington, South Carolina 29072  
Telephone - 803-785-8103 FAX - 803-785-8101**

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

**Call to Order/Invocation**

**Pledge of Allegiance**

**Chairman's Report**

**Presentation**

(1) American Lung Association's 3rd Annual Fight for Air Climb Award Presented by Melissa Goforth, Regional Manager

**Administrator's Report**

**Employee Recognition - Joe Mergo, County Administrator**

**Summer Council Meeting Schedule**

(1) Summer Schedule 2012 ..... J

**Resolutions**

(1) Judge Richard W. Chewning, III ..... K  
(2) Lexington County Public Library System's 100th Year Anniversary ..... L  
(3) William A. Kennedy ..... M  
(4) J.D. Whitehead, M.D. .... N

**Appointments**

(1) Boards and Commissions ..... O

**Bids/Purchases/RFPs**

(1) Grounds Maintenance for all Libraries-Term Contract-Library ..... P  
(2) Cell I (Lifts 1 & 2) Final Grading & Stabilization at Edmund Landfill-Solid Waste Management..... Q

**Approval of Minutes**

(1) Meeting of April 24, 2012 - Approval of Minutes ..... R  
(2) Meeting of May 8, 2012 - Approval of Minutes ..... S  
(3) Meeting of May 15, 2012 - Approval of Minutes ..... T

**Ordinance(s)**

- (1) Ordinance 12-05 - Auth. the Exec. & Del. of a FILOT by and Among Lex. Co & AVTEC to Provide for a Incentive, to Include the Inclusion of the Company in a Multi-Cty Park, Granting of Certain SSRC's & Other Matters Related Thereto - 3rd & Final Reading ..... U
- (2) Ordinance 12-06 - An Ordinance Adopting an Annual Budget for Fiscal Year 2012-2013 - 2nd Reading ..... V

**Committee Reports**

**Justice, S. Davis, Chairman**

- (1) Paul Coverdell Grant Application ..... W

**Budget Amendment Resolutions**

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

- (1) Ordinance 12-07 - An Ordinance Amending Section D(3) of Ordinance 07-18 so as to Allow the Potential Addition of Other Joint Park Property to be Subject to the Fee-in-Lieu of Tax Distribution Procedure as set Forth in Section D(3) of Ordinance 07-18 ..... X

**OLD BUSINESS/NEW BUSINESS**

**EXECUTIVE SESSION/LEGAL BRIEFING**

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

**ADJOURNMENT**

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**COUNTY OF LEXINGTON  
BULLETPROOF VEST PROGRAM  
Annual Budget  
Fiscal Year - 2012-13**

Object Code	Revenue Account Title	Actual 2010-11	Received Thru Dec 2011-12	Amended Budget Thru Dec 2011-12	Projected Revenues Thru Jun 2011-12	Requested 2012-13	Recommend 2012-13	Approved 2012-13
<b>*L/E - Bulletproof Vest Program 2414:</b>								
<b>Revenues:</b>								
457000	Federal Grant Income	11,876	1,234	2,328	2,328	15,422	15,422	
461000	Investment Interest	19	0	0	0	0	0	
801000	Op Trn From General Fund/LE	9,849	0	2,165	2,165	15,472	15,472	
<b>** Total Revenue</b>		<b>21,744</b>	<b>1,234</b>	<b>4,493</b>	<b>4,493</b>	<b>30,894</b>	<b>30,894</b>	
<b>***Total Appropriation</b>					<b>4,661</b>	<b>30,843</b>	<b>30,843</b>	
<b>FUND BALANCE</b>								
Beginning of Year								
					<u>117</u>	<u>(51)</u>	<u>(51)</u>	<u>(51)</u>
<b>FUND BALANCE - Projected</b>								
End of Year								
					<u>(51)</u>	<u>0</u>	<u>0</u>	

This grant is split 50% coming from USDOJ and 50% is the County's match.

Fund 2414  
Division: Law Enforcement  
Organization: 151200 - Operations

Object Code	Expenditure Classification	2010-11 Expend	2011-12 Expend (Dec)	2011-12 Budgeted (Dec)	2012-13 Requested	<b>BUDGET</b> 2012-13 Recommend	2012-13 Approved
<b>Personnel</b>							
<b>* Total Personnel</b>		<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	
<b>Operating Expenses</b>							
525600	Uniforms & Clothing	23,985	1,234	4,661	30,843	30,843	
529903	Contingency	0	0	0	0	0	
<b>* Total Operating</b>		<b>23,985</b>	<b>1,234</b>	<b>4,661</b>	<b>30,843</b>	<b>30,843</b>	
<b>** Total Personnel &amp; Operating</b>		<b>23,985</b>	<b>1,234</b>	<b>4,661</b>	<b>30,843</b>	<b>30,843</b>	
<b>Capital</b>							
<b>** Total Capital</b>		<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	
<b>*** Total Budget Appropriation</b>		<b>23,985</b>	<b>1,234</b>	<b>4,661</b>	<b>30,843</b>	<b>30,843</b>	

### **SECTION V. – PROGRAM OVERVIEW**

The Bulletproof Vest Partnership Grant funds up to 50 percent of the cost of each vest purchased or replaced by law enforcement applicants with vest models that comply with the requirements of the Office of Justice Programs' National Institute of Justice. The new allocation principle required by Congress is to fund the full 50 percent of requested vest needs for applications from jurisdictions with a population under 100,000. The remaining funds will be applied towards the applications from jurisdictions exceeding a population of 100,000 people.

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

**457000 – FEDERAL GRANT INCOME** **\$15,422**

**801000 – OPERATING TRANSFER FROM GENERAL FUND/LE** **\$15,472**

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

**525600 – UNIFORMS AND CLOTHING** **\$30,843**

A mandatory policy requires that all certified law enforcement officers must wear body armor for protection while performing their duties. The warranty on body armor is 5 years; therefore, each year a number of officers are required to receive replacement armor. The new personnel that are hired to fill vacancies must also receive body armor as part of their standard uniform issue.

(50) Bulletproof Vest \* \$576.50 = \$28,825.00 + 7% tax = \$30,842.75

## DUBOSE, ADAM

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**From:** owner-bvp-list@ojp.usdoj.gov on behalf of BVP [bvp@usdoj.gov]  
**Sent:** Wednesday, May 16, 2012 3:52 PM  
**Subject:** Bulletproof Vest Partnership FY 2012 Application Announcement

Dear BVP Participant:

The Bureau of Justice Assistance (BJA) is pleased to announce the Fiscal Year 2012 BVP application funding period.

Applications for FY 2012 BVP funds will be accepted beginning Wednesday, May 16, 2012. All applications must be submitted online at <http://www.ojp.usdoj.gov/bvpbasi/> by 6:00 pm (e.d.t.), Wednesday, June 27, 2012.

Important Information Regarding FY 2012 BVP Funds:

1. The mandatory wear requirement implemented in FY 2011 is still in place for FY 12. Jurisdictions receiving funding for reimbursement of body armor purchases must have a written mandatory wear policy for uniformed patrol officers, in place when the FY 2012 BVP applications are submitted. Please see the BVP mandatory FAQs for further guidance on this new requirement: <http://www.ojp.usdoj.gov/bvpbasi/docs/FAQsBVP MandatoryWearPolicy.pdf>
2. FY 2012 BVP funds may only be used toward the purchase of vests ordered on or after April 1, 2012.
3. Each vest purchased with FY 2012 funds must meet National Institute of Justice (NIJ) standards on the date it was ordered and must be American-made. Please see this website for the latest NIJ compliant vests: [https://www.justnet.org/other/ballistic\\_cpl.html](https://www.justnet.org/other/ballistic_cpl.html) and [https://www.justnet.org/other/stab\\_cpl.html](https://www.justnet.org/other/stab_cpl.html)
4. To draw down FY 2012 BVP funds, vests must be received and the request for payment submitted to the BVP system by August 31, 2014.
5. **NEW** - The BVP user login process was updated on 11/22/2011. This update requires all existing users to visit the [BVP site](#) to register for a new BVP account and associate it with an existing agency before agency details can be viewed. If you have already completed these steps, please proceed with the application.

To register, please create a new user login and associate it with your current agency by providing your current account login and password. See the [BVP Account Creation Checklist](#) for an overview of the steps required, and the [BVP User and Agency Registration Guide](#) for more details on this process.

6. **NEW** - Jurisdictions with more than one law enforcement agency (LEA) associated with the jurisdiction account may not submit a separate application. Instead, the LEAs associated with jurisdictions with more than one LEA must submit their own application information and vest needs to the jurisdiction. The jurisdiction will then submit the LEA applications in one submission to BJA.

To ensure that program participants are submitting applications that accurately reflect their vest needs for the next two years, please review the program guidance below. Prior to submitting an application for FY 2012 BVP funds:

1. Verify that the number of vests indicated on the application does not exceed actual agency needs. Review all currently deployed vests for those that will need to be replaced during the next two years, according to the replacement cycle indicated on your BVP system profile. Applications for funds should reflect the number of vests your agency needs to replace within the next two years, and vests for officers your agency anticipates hiring in the next two years. (New hires can be anticipated based on the average number of officers hired over the most recent three years.)
2. Ensure that the application accurately reflects the current market cost for the vests identified on the application.
3. Review previous year(s) BVP funding to identify any unspent funds that might currently be available for BVP needs.

Your careful attention to actual vest needs will help ensure that all eligible jurisdictions submitting requests will receive the maximum allowable based on the appropriation and distribution guidelines.

For questions regarding this email or for assistance with the online application process, please do not hesitate to call the BVP Help Desk at 1-877-758-3787, or email [vests@usdoj.gov](mailto:vests@usdoj.gov).

Sincerely,

The BVP Program Team  
Bureau of Justice Assistance  
<http://www.ojp.usdoj.gov/bvpbasi/>



## DUBOSE, ADAM

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**From:** JBI Help Desk [JBIHelpDesk@justicebenefitsinc.com]  
**Sent:** Wednesday, May 23, 2012 2:55 PM  
**To:** DUBOSE, ADAM  
**Subject:** FY 2012 SCAAP Filing Period Open - Please Read  
**Attachments:** image001.jpg



# JUSTICE BENEFITS, INC.

2010 Valley View Lane ~ Suite 300 ~ Dallas, Texas 75234  
Phone: 800-835-2164 ~ Fax: 972-406-3754

May 23, 2012  
Adam Dubose  
Grants Manager  
Lexington County, SC

VIA EMAIL: [Adubose@lex-co.com](mailto:Adubose@lex-co.com)

We are happy to announce that the Bureau of Justice Assistance (BJA) has opened the filing period for the FY 2012 State Criminal Alien Assistance Program (SCAAP). The deadline for application submission is July 6, 2012.

JBI has prepared Lexington County's FY2012 SCAAP application for submission and will be sending out your application packet within the next several weeks. The application packet will include all necessary information for Lexington County to successfully complete the FY 2012 SCAAP application via the Department of Justice Grants Management System (GMS). Upon receipt of Lexington County's FY2012 SCAAP Application packet, please let us know if there are any questions.

We are happy to provide any assistance needed. A JBI representative can be reached at 1-800-576-3518.

Sincerely,  
Amy E. Hoffmann  
Senior Vice President, Financials  
Justice Benefits, Inc.

## DUBOSE, ADAM

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**From:** owner-bja.director-list@ojp.usdoj.gov on behalf of SCAAP [SCAAP@usdoj.gov]  
**Sent:** Wednesday, May 23, 2012 2:23 PM  
**Subject:** State Criminal Alien Assistance Program (SCAAP) FY 2012 Application Announcement

Dear SCAAP Participant:

The State Criminal Alien Assistance Program (SCAAP) provides federal payments to states and localities that incurred correctional officer salary costs for incarcerating certain undocumented criminal aliens. The Bureau of Justice Assistance, Office of Justice Programs, U.S. Department of Justice administers SCAAP.

The Grants Management System (GMS) will open on Wednesday, **May 23, 2012** to accept applications for Fiscal Year 2012 funds. All applications must be submitted electronically at <https://grants.ojp.usdoj.gov/> by 6pm (est) on **July 6, 2012**.

### **How to Apply**

Enter your user name and password at the GMS site (<https://grants.ojp.usdoj.gov/>). Once you have logged in, go to Funding Opportunities link on the left hand side of the screen. Search for all Bureau of Justice Assistance grants. Locate the SCAAP solicitation after the search is complete and click the Apply Online button.

Please review the following information and the SCAAP Guidelines before beginning your SCAAP application:

**SCAAP Guidelines** [https://www.bja.gov/Funding/12SCAAP\\_Guidelines.pdf](https://www.bja.gov/Funding/12SCAAP_Guidelines.pdf)

### **Reporting Period**

The FY 2012 reporting period for inmate and salary cost data is July 1, 2010 - June 30, 2011.

### **Discontinuance of Payments for "Unknown" Alien Status Inmate Days**

Many states and localities have incurred costs for detaining an individual whom they believe to be an undocumented criminal alien. Since 1996, BJA has provided variable reimbursement amounts for these inmates, whose statuses are "known," as well as "unknown" because the Department of Homeland Security (DHS) was not able to verify the criminal aliens' statuses. This practice was a recognition that some of the "unknown" inmates could have been undocumented if they had entered the United States illegally and never came into contact with DHS. Because there would have been no contact with DHS, DHS would not be able to confirm the alien's status (that is, as undocumented) for eligibility of a SCAAP payment.

In order to make better use of limited SCAAP funding and to ensure jurisdictions are reimbursed only for known undocumented criminal aliens, BJA will no longer provide reimbursement for inmates whose statuses are unknown. Accordingly, only detention costs of undocumented criminal aliens, whose statuses can be confirmed by DHS as such, will be counted towards the SCAAP awards in FY 2012.

### **Other Federal Sources of Detention Funding**

For jurisdictions that participate in SCAAP and the Southwest Border Prosecution Initiative or Northern Border Prosecution Initiative (SWBPI and NBPI), do not include inmate records that are submitted in the SWBPI /NBPI application unless you can verify that the inmate records submitted in the SWBPI/NBPI application are only for pre-trial detention and the SCAAP inmate records for the same individual are for the post trial detention. BJA will conduct a review comparison between the SWBPI/NBPI and SCAAP applications for each jurisdiction prior to award calculation.

### **Entering Inmate Data**

If the Alien Number is unknown for an individual inmate, enter all zeroes in the A number field. Do not use letters (A) or symbols (dashes, etc.). Also, use zeros (0) as the beginning digit(s) if the A-number is fewer than 9 digits.

The FBI number is issued by the FBI to track arrests and fingerprint records. **If this number is not available, leave this field blank by inserting 10 spaces.** If the FBI number is fewer than 10 characters, enter the number first, and then insert spaces for the remainder of the field length.

### **CEO Information**

SCAAP payments must go directly to eligible states and localities. Authorized jurisdiction employees for SCAAP purposes must be listed as either the Authorized Representative or Alternate Contact in the GMS User Profile. The chief executive officer (CEO) of an eligible jurisdiction may apply directly or delegate authority to another jurisdiction official. **The CEO is considered the highest ranking elected or appointed official of a unit of government.**

### **Costs**

Salary cost data must be actual dollar amounts paid for correctional officers salaries during the reporting period. Correctional officer salary costs may include premium pay for specialized service, shift differential pay, and fixed-pay increases for time in service. It may

also include overtime required by negotiated contract, statute, or regulation such as union agreements, contractual obligations, and required post staffing minimums. **This figure should not include benefits.**

**Payments**

SCAAP payments are calculated simultaneously, with applicants receiving a prorated payment based on the appropriation; costs submitted, and inmates as determined by DHS. All SCAAP payments are made electronically to the applicant's bank account of record identified during the application process. **All SCAAP payments must go to the jurisdiction's general fund. The jurisdiction's EIN (tax identification) and vendor number must be used when applying for SCAAP funds.**

**Deadline**

The deadline for submitting **all** completed SCAAP applications is, **July 7, 2012 at 6:00 p.m. (e.d.t.)**. **Extensions or exceptions to this deadline cannot be granted.** Because of the volume and complexities involved in verification of all submitted inmate data and the fact that BJA transmits this file to DHS immediately after the close of the solicitation, it is not possible for additional applicant data to be reviewed and sent to DHS after the deadline.

**SCAAP Program Requirement**

Based on new requirements included in the Violence Against Women and Department of Justice Reauthorization Act of 2005 (Pub. L. 109-162), **all FY 2007 through 2012 SCAAP funds must be used for correctional purposes only.** FY 2012 awardees will be required, during the award acceptance process, to provide basic information on how the funds will be expended for correctional purposes.

**Customer Service**

Grants Management System Login Issues and Password Resets: 1-888-549-9901 Option 2

GMS Helpdesk: [gmshelp@ojp.usdoj.gov](mailto:gmshelp@ojp.usdoj.gov)

BJA remains dedicated to assisting all customers with any technical or programmatic questions they might have. The SCAAP Support Desk can be contacted at 1-202-353-4411 or by email at [SCAAP@usdoj.gov](mailto:SCAAP@usdoj.gov).

Sincerely,

Payment Programs Team  
Bureau of Justice Assistance

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# County of Lexington County Council

212 South Lake Drive, Suite 601  
Lexington, South Carolina 29072

TELEPHONE: (803) 785-8103 FAX: (803) 785-8101

## MEMORANDUM

**TO: County Council**

**FROM: Diana Burnett**

**DATE: June 5, 2012**

**RE: Summer Schedule 2012**

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Council may want to review the scheduled meeting dates for the upcoming summer months. At present, Council is scheduled to meet July 10 and 24 and August 14 and 28, 2012. County offices will be closed on Wednesday, July 4 in observance of the Independence Day holiday. Also, the South Carolina Association of Counties Conference is scheduled for August 3 through August 8.

If Council wishes to make revisions to the July and August meeting schedule, it would be helpful to make a decision as soon as possible so that staff can plan accordingly. Of course, the Chairman can always call a special meeting if needed.

Thank you.

Attachments (2)

# JULY 2012

SUNDAY	MONDAY	TUESDAY	WEDNESDAY	THURSDAY	FRIDAY	SATURDAY
1	2	3	<b>4 HOLIDAY</b> Independence Day  County Offices Closed	5	6	7
8	9	<b>10</b> Council Meeting	11	12	13	14
15	16	17	18	19	20	21
22	23	<b>24</b> Council Meeting	25	26	27	28
29	30	31				

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AUGUST 2012						
SUNDAY	MONDAY	TUESDAY	WEDNESDAY	THURSDAY	FRIDAY	SATURDAY
			1	2	3 SCAC Conference	4 SCAC Conference
5 SCAC Conference	6 SCAC Conference	7 SCAC Conference	8 SCAC Conference	9	10	11
12	13	14 Council Meeting	15	16	17	18
19	20	21 Council Meeting	22	23	24	25
26	27	28	29	30	31	

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## RESOLUTION

**THE COUNCIL FOR THE COUNTY OF LEXINGTON, SOUTH CAROLINA, MEETING IN GENERAL SESSION THE 14TH DAY OF JUNE, TWO THOUSAND AND TWELVE, ADOPTED THE FOLLOWING:**

**WHEREAS**, Judge Richard W. Chewning, III is retiring after 18 years of distinguished service as Family Court Judge for the Eleventh Judicial Circuit; and

**WHEREAS**, prior to becoming a Family Court Judge, Judge Chewning was one of the founding partners of Setzler, Chewning, and Scott, where he practiced law from 1976 until 1994 when he was elected as Family Court Judge; and

**WHEREAS**, while in private practice, Judge Chewning was a highly respected member of the Lexington County Bar and a civic and community leader in Lexington. He served as Judge for the City of Cayce, Board member and Board Chair of the Nancy K. Perry Children’s Shelter, member of the South Carolina and American Bar Associations and served as President of the Lexington County Bar Association; and

**WHEREAS**, since becoming a Family Court Judge, Judge Chewning has been heavily involved with the Lexington County Juvenile Drug Court Program, where he serves as judge that works with youth offenders to put them back on track as productive citizens. He supports the Arbitration Program for Juveniles and the Guardian ad Litem Program by speaking to groups encouraging volunteers to assist in the program; and

**WHEREAS**, Judge Chewning serves as Chairman of the Lexington County Planning Committee for the 11<sup>th</sup> Judicial Circuit Governor’s Youth Council and Chairs the 11<sup>th</sup> Judicial Circuit Children’s Justice Act Task Force. He also served on the SC Supreme Court Joint Commission on Alternate Dispute Resolution and Rules Subcommittee.

**NOW, THEREFORE, BE IT RESOLVED** that we, Lexington County Council, do hereby offer our sincere congratulations and appreciation to **Judge Richard W. Chewning, III** for his many years of dedicated service to Lexington County and the Court System, and we wish him an abundance of happiness and health upon his retirement.

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William B. Banning, Sr., Chairman

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Johnny W. Jeffcoat, Vice Chairman

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James E. Kinard, Jr.

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Frank J. Townsend, III

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George H. “Smokey” Davis

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Debra B. Summers

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Bobby C. Keisler

\_\_\_\_\_  
Kenneth 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 14TH DAY OF JUNE, TWO THOUSAND AND TWELVE, ADOPTED THE FOLLOWING:**

**WHEREAS**, the Lexington County Public Library System originated in 1912 under the auspices of the Batesburg Woman’s Club with a modest inventory of three hundred twenty-five books situated in a donated bookcase in the old Batesburg Town Hall; and

**WHEREAS**, the library system is celebrating its one hundredth anniversary in the year 2012 and continues to play a pivotal role in its community by supporting economic development, education, technology literacy, lifelong learning, literacy, and recreation; and

**WHEREAS**, the library system currently consists of 126 employees and ten branches which include the Lexington Main Library, the Batesburg-Leesville Branch Library, the Cayce-West Columbia Branch Library, the Chapin Branch Library, the Gaston Branch Library, the Gilbert-Summit Branch Library, the Irmo Branch Library, the Pelion Branch Library, the South Congaree-Pine Ridge Branch Library, and the Swansea Branch Library, and one bookmobile; and

**WHEREAS**, it is incumbent upon a free people that its citizens educate themselves, that they may rightly judge in considering the issues of the day and assessing those elected to govern; and

**WHEREAS**, because free public libraries are open to all and can be a primary aid in obtaining this education, they are a critical part of the public services a community offers its citizens; and

**WHEREAS**, holding fast to its commitment to provide quality resources and services to the citizens, businesses, and schools of the community, the Lexington County Public Library system continues to enrich the lives of residents of Lexington County through information and community engagement.

**NOW, THEREFORE, BE IT RESOLVED** that we, Lexington County Council, do hereby recognize and commend the Lexington County Public Library System for the outstanding job it does in serving the citizens of Lexington County and wish this venerable institution much continued success in the future and this year on its **One Hundredth Year Anniversary**.

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

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Johnny W. Jeffcoat, Vice Chairman

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James E. Kinard, Jr.

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

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George H. “Smokey” Davis

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Debra B. Summers

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Bobby C. Keisler

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

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M. Todd Cullum

ATTEST:

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

# RESOLUTION

## THE COUNCIL FOR THE COUNTY OF LEXINGTON, SOUTH CAROLINA, MEETING IN GENERAL SESSION THE 14TH DAY OF JUNE, TWO THOUSAND AND TWELVE, ADOPTED THE FOLLOWING:

**WHEREAS**, William A. Kennedy served with honor on the Lexington County Health Services District, Inc. Board of Directors from October 1984 through March 1993, and March 2003 through March 2012; 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. Kennedy's tenure on the Board, he witnessed such projects as the construction of the Lexington Medical Park, the Irmo Medical Park, the Open MRI Addition, Heart Cath Lab Addition and 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, Lexington Medical Park 2, 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. Kennedy served as Secretary of the Board of Lexington County Health Services District, Inc., Secretary of the LEXMED Board, and Vice Chairman of the Finance and Operations Committee; he also served on the Palmetto Health Services Board, Executive Committee, Joint Conference Committee, the Planning Committee, Community Outreach Committee and Building Committee.

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

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

\_\_\_\_\_  
Johnny W. Jeffcoat, Vice Chairman

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

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

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

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

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

\_\_\_\_\_  
Kenneth 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 14TH DAY OF JUNE, TWO THOUSAND AND TWELVE, ADOPTED THE FOLLOWING:**

**WHEREAS**, J. D. Whitehead, M.D. served with honor on the Lexington County Health Services District, Inc. Board of Directors from December 2003 through March 2012 and March 1988 through January 1994; 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 Dr. 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**, Dr. Whitehead served as Chairman of the Planning Committee, Chief of Staff, and Physician at Large; he also served on the Palmetto Health Services Board, Executive Committee, Finance and Operations Committee, Property Committee, and the Medical Staff Credentials Committee.

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

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

\_\_\_\_\_  
Johnny W. Jeffcoat, Vice Chairman

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

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

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

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

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

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

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

ATTEST:

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



**APPOINTMENTS  
BOARDS & COMMISSIONS  
June 14, 2012**

**JIM KINARD**

- **Assessment Appeals Board - Christopher Lykes**; term expires 09/21/12; *resigned effective 04/15/12*
- **Children's Shelter - Suzanne Hackett**; term expires 06/30/12; not eligible for reappointment

**JOHNNY JEFFCOAT**

- **Museum - Laura Howell**; term expired 11/01/11; *confirmed desire NOT to serve another term*

**TODD CULLUM**

- **Museum - Carol Metts**; term expires 11/01/13; resigned effective 06/27/11

**AT LARGE:**

**Building Codes Board of Appeals**

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

**Midlands Workforce Development Board (7 appointments)**

- **DSS - Richelynn Douglass**; term expires 06/30/12; eligible for reappointment; *confirmed desire to serve another term*
- **Labor - John Allen**; term expires 06/30/12; *nomination form attached for Brian Strickland for consideration*
- **Vocational Rehabilitation - Roy Hewett**; term expires 06/30/13; changed employment; Ineligible for reappointment; *nomination forms attached for 1) Darlene Graham and 2) Rhonda Pitts for consideration*

**\*\* The following four (4) Private Sector appointments are open for nomination; attached are nomination forms for five nominees; 1) Debby Lucas, 2) Anthony White, 3) Shanon Gardner, 4) William Edward (Eddie) Cogdill, and 5) Derek Burrell for consideration**

1. **Private Sector - Eugene Rountree**; term expires 06/30/12; eligible for reappointment; *confirmed desire NOT to serve another term (due to illness)*
2. **Private Sector - Wallace Steadman**; term expires 06/30/13; eligible for reappointment; *unable to serve another term due to work schedule at this time*
3. **Private Sector - Marty T. Martin**; term expires 06/30/12; eligible for reappointment eligible for reappointment; *pending response from Mr. Martin*
4. **Private Sector - Chevis Ballentine**; term expires 06/30/12; eligible for reappointment; *unable to serve another term due to work schedule at this time*

**River Alliance**

- **Mike Stamps** - term expires 06-26-13

**Stormwater Advisory Board**

- **Environmental Steward - Sue Green**; term expires 12/09/12; resigned effective 11/16/11

**Special Purpose Tax District**

- **Golden Hill's Special Purpose Tax District**; Town of Lexington recommending nominee Kenneth Siegfried; see attached letter

LEXINGTON COUNTY COUNCIL  
BOARD/COMMISSION NOMINATION FORM

Name of Board/Commission: Midlands Workforce Development Board

Nominee: Brian Strickland

Address: 1454 Knotts Haven Loop Lexington SC 29073

Employed by: FEDERAL AVIATION ADMINISTRATION

Address: 2823-B AVIATION WAY, WEST COLUMBIA SC, 29170

Home Telephone: 803-957-1842 Business Telephone: 803-822-4421

Mobile Phone: 803-629-7055 Beeper Number: N/A

Fax Number: N/A

Is nominee aware of board/commission activities and responsibilities: YES

Background information (include education, community- service activities, previous service on county boards/commissions):

FAMILY: WIFE CECILE (MARRIED 21+) PRESCHOOL TEACHER  
2 SONS: IAN (20) JUNIOR USC AIKEN. SEAN(16) SOPHOMORE WHITE KNOLL H.S.

EDUCATION:  
H.S. BROOKLAND-CAYCE, GRADUATED 1986  
B.S. BUSINESS MANAGMENT, COKER COLLEGE, SC 1996  
A.S. AIRCRAFT MAINTAINANCE TECHNOLOGY, CCAF, 1996  
A.S. ELECTRONIC SYSTEMS TECHNOLOGY, CCAF, 1997

**LABOR ORGANIZATION:**

STATE CHAPTER PRESIDENT (SC3) PROFESSIONAL AVIATION SAFETY SPECIALISTS  
CONTRACT REPRESENTATIVE PROFESSIONAL AVIATION SAFETY SPECIALISTS  
NATIONAL LABOR CONTRACT TEAM MEMBER 2011-2012 FAA-PASS CBA

**COMMUNITY SERVICE/ ORGANIZATION MEMBERSHIPS:**

MEMBER: VETERANS OF FOREIGN WARS VFW POST 9037.  
MEMBER: KNIGHTS OF COLUMBUS #11325 CORPUS CHRISTI CATHOLIC CHURCH.  
MEMBER: (FAAGC) FILIPINO-AMERICAN ASSOCIATION OF GREATER COLUMBIA  
ORGANIZED "ROCK THE VETS 2011" BENEFIT CONCERT FOR THE WOUNDED WARRIOR  
PROJECT, COLUMBIA NATIONAL GUARD ARMORY JULY 2011.

**MILITARY SERVICE:**

UNITED STATES AIR FORCE 1986-1989 HONORABLE DISCHARGE.  
SOUTH CAROLINA AIR NATIONAL GUARD 1989-2001 HONORABLE DISCHARGE.  
DESERT/STORM DESERT SHIELD VETERAN

**WORK/ CAREER EXPERIENCE:**

1989-1990: UNITED PARCEL SERVICE (PART-TIME), WEST COLUMBIA SC.  
  
1991-2001: SOUTH CAROLINA AIR NATIONAL GUARD. FULL-TIME TECHNICIAN, AIRCRAFT  
MECHANIC, PRECISION MEASUREMENTS ELECTRONICS LABORATORY TECHNICIAN,  
METROLOGY & NAVIGATION TECHNICIAN.  
  
2001-PRESENT: FEDERAL AVIATION ADMINISTRATION,  
AIRWAYS TRANSPORTATION SYSTEMS SPECIALIST 2001-2011.  
PROMOTED TO COORDINATOR 2011-PRESENT.

Submitted by: \_\_\_\_\_  
Date: \_\_\_\_\_

**LEXINGTON COUNTY COUNCIL  
BOARD/COMMISSION NOMINATION FORM**

Name of Board/Commission: Midlands Workforce Development Board

Nominee: Darline Graham

Address: 277 Bridleridge Rd. Lexington SC 29073

Employed by: SC Vocational Rehabilitation Department

Address: 1410 Boston Ave. West Columbia SC 29170

Home Telephone: \_\_\_\_\_ Business Telephone: 803-896-6668

Mobile Phone: 803-521-7220 Beeper Number: \_\_\_\_\_

Fax Number: 803-896-6510

Is nominee aware of board/commission activities and responsibilities: Yes

Background information (include education, community- service activities, previous service or county boards/commissions):

B.S. Sociology

M.A. Rehabilitation Counseling

Submitted by: *Darline Graham*

Date: 1/30/12

**LEXINGTON COUNTY COUNCIL  
BOARD/COMMISSION NOMINATION FORM**

Name of Board/Commission: Midlands Workforce Development Board

Nominee: Rhonda Pitts

Address: 425 Coops Court, W. Columbia, SC 29170

Employed by: SC Vocational Rehabilitation Dept.

Address: 1410 Boston Ave, W. Cola, SC 29171

Home Telephone: \_\_\_\_\_ Business Telephone: 803-896-8382

Mobile Phone: 864-642-7998 Beeper Number: \_\_\_\_\_

Fax Number: 803-896-6877

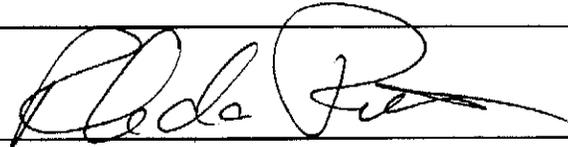
Is nominee aware of board/commission activities and responsibilities: yes

Background information (include education, community- service activities, previous service on county boards/commissions):

M. Ed in Counseling  
LPC

Previously served on Workforce Development Board for Anderson, Oconee & Pickens County.

Served on various halfway house boards in the upstate.  
Currently serving on the SC Independent Living Council.

Submitted by: 

Date: 1/30/12

LEXINGTON COUNTY COUNCIL  
BOARD/COMMISSION NOMINATION FORM

Name of Board/Commission: Midlands Workforce Development Board

Nominee: Debby Lucas

Address: 1249 WE Jetcoat Road Gaston SC 29053

Employed by: Nucor Building Systems SE

Address: 200 Whetstone Road PO Box 1006 Swansea SE  
29160

Home Telephone: - Business Telephone: 803 568 2100 x160

Mobile Phone: 803 960 2219 Beeper Number: -

Fax Number: Direct Fax 775-655-6032

Nominee aware of board/commission activities and responsibilities: YES

Background information (include education, community- service activities, previous service in county boards/commissions):

Graduated St. Matthews High School, Basic Bookkeeping certificate  
with O-C Tech College, Associates in Business Admin.  
Member of SC American Payroll Association  
Member of Society for Human Resource Management  
Leader for Nucor's Adopt-A-High school volunteer service  
Leader for Nucor's Redshirt Friday military service  
Safety committee member for Nucor  
Internal Auditor for Nucor's Environmental Management System  
Currently hold position of Human Resource/Payroll Coordinator  
Currently enrolled with Villanova University for Human Resource Management

Submitted by: Debby Lucas

Date: May 15, 2012

**LEXINGTON COUNTY COUNCIL  
BOARD/COMMISSION NOMINATION FORM**

**Name of Board/Commission:** Midlands Workforce Development Board

**Nominee:** Anthony White

**Address:** 712 Leafy Bend Court Lexington SC 29073

**Employed by:** Akebono

**Address:** 201 Metropolitan Drive West Columbia SC 29170

**Home Telephone:** 803-546-6021      **Business Telephone:** 803-227-1323

**Mobile Phone:** 803-546-6021      **Beeper Number:** n/a

**Fax Number:** 803-822-2010

**Is nominee aware of board/commission activities and responsibilities:** .yes

**Background information (include education, community- service activities, previous service on county boards/commissions):**

I graduated from high school in 1988, joined the military and served 6 years in the US Airforce as flight engineer on a C130 aircraft. After my military service, I returned to school and earned a BA in Business from Saint Leo University in 2003. I've been working in training and organizational development for more than 12 years.

**Submitted by:** Anthony White

**Date:** 2-8-10

**LEXINGTON COUNTY COUNCIL  
BOARD/COMMISSION NOMINATION FORM**

**Name of Board/Commission:** Midlands Workforce Development Board

**Nominee:** Shanon Gardner

**Address:** 248 Pine Bluff Lane West Columbia, SC 29170

**Employed by:** Prysman Group

**Address:** 700 Industrial Drive Lexington SC 29072

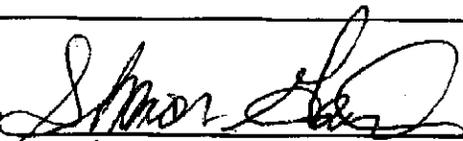
**Home Telephone:** 803-520-468 **Business Telephone:** 803-951-4826

**Mobile Phone:** 803-518-5045 **Beeper Number:** \_\_\_\_\_

**Fax Number:** 803-951-4828

**Is nominee aware of board/commission activities and responsibilities:** YES

**Background information (include education, community- service activities, previous service on county boards/commissions):** I have been employee by Pirelli / Prysman for 13 years, I oversee all of the BC work forces for the facility. I have never participated in or on a board commissions.

**Submitted by:** 

**Date:** 5/17/2012

**LEXINGTON COUNTY COUNCIL  
BOARD/COMMISSION NOMINATION FORM**

Name of Board/Commission: Midlands Workforce Development Board

Nominee: William Edward Cogdill (Eddie)

Address: 181 Little Creek Drive, Leesville, SC 29070

Employed by: Berwick Offray LLC

Address: 832 Summerland Avenue, Batesburg, SC 29006

Home Telephone: 803-604-0363 Business Telephone: 803-532-3871

Mobile Phone: 803-528-9662 Beeper Number: \_\_\_\_\_

Fax Number: 803-532-1270

Is nominee aware of board/commission activities and responsibilities: Yes I am. I have worked with the Midlands Workforce Development Board in the past.

**Background information (include education, community- service activities, previous service on county boards/commissions):**

Education: Graduate of Laurens Dist. 55 High School, BA in Political Science from USC Columbia, Certificate in Pulp and Papermaking from The University of Maine, Classes in Pulp and Papermaking and Textiles from North Carolina State University, ISO 9000 Lead Assessor Certification from UNC Charlotte, numerous classes in Quality and Process/Continuous Improvement from Midlands Tech, Greenville Tech, and Hudson Valley Community College.

Community: Manufacturing Steering Committee of SC Chamber of Commerce, Economic Development Committee of B-L Chamber of Commerce, Board of Deacons Lake Murray Baptist Church, Served on City of Laurens Mechanical Board, Member of Palmetto #19 AFM, Board of Advisors for Midlands Technical College – Batesburg-Leesville Campus, Served on a Study Group for the SC Education Oversight Committee.

Submitted by: 

Date: May 18, 2012

**LEXINGTON COUNTY COUNCIL  
BOARD/COMMISSION NOMINATION FORM**

**Name of Board/Commission:** Midlands Workforce Development Board

**Nominee:** Derek Burrell

**Address:** 33 Valkyrie Circle, Columbia, SC 29229

**Employed by:** CMC Steel SC

**Address:** 310 New State Rd, Cayce, SC 29033

**Home Telephone:** 803.606.2826      **Business Telephone:** 803.936.3870

**Mobile Phone:** 803.807.0252      **Beeper Number:** N/A

**Fax Number:** 803.936.3852

**Is nominee aware of board/commission activities and responsibilities:** Yes

**Background information (include education, community- service activities, previous service**

**on county boards/commissions):**

BA Business Marketing and Management – University of South Carolina      2001

Currently seeking MBA – Webster University

United Way Campaign Coordinator – CMC Steel SC    2006-Present

March of Dimes Walk Coordinator – CMC Steel SC    2012

American Heart Association Board of Directors – Columbia SC    2009-11

**Submitted by:** Derek Burrell

**Date:** May 21, 2012

MAYOR  
T. Randall Halfacre

# TOWN OF LEXINGTON

TOWN ADMINISTRATOR  
D. Britt Poole

MAYOR PRO-TEM  
Hazel Livingston

MAILING ADDRESS  
Post Office Box 397  
Lexington, SC 29071

COUNCIL  
Danny Frazier  
Steve MacDougall  
Kathy Maness  
Todd Shevchik  
Ted Stambolitis

INFORMATION  
803-359-4164  
www.lexsc.com

FAX  
803-359-4460



June 5, 2012

Mr. Joe Mergo, County Administrator  
Lexington County  
212 South Lake Drive  
Lexington, SC 29072

Dear Joe:

Ms. Susan Amick's resignation has resulted in an opening on the Golden Hill's Special Purpose Tax District. You will recall that three members sit on the Board as representatives of the Town of Lexington.

It is our understanding that the members of the Special Purpose Tax District are appointed by the County, and that the members representing the Town of Lexington are also appointed by the County after recommendation from the Town. To that effect, at its Council Meeting last night, the Town Council voted to recommend Mr. Kenneth Siegfried as the new member of the Special Purpose Tax District.

If there is anything else you need from the Town please do not hesitate to ask us. I would be pleased to offer any further information or documentation which you may require.

Sincerely,

Brad Cunningham, Municipal Attorney  
Town of Lexington

cc: Britt Poole, Town Administrator

*Town of Lexington*  
*Application for Talent Bank*

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The Talent Bank is a file of volunteers who have expressed an interest in being appointed to a board, commission, committee or task group in the Town of Lexington. This information is reviewed by public officials who make such appointments. Applications remain in the active file for a period of two years from the date filed. All applications are subject to disclosure under the Freedom of Information Act.

Please print or type the following information and return it to the Town of Lexington, PO Box 397, Lexington, SC 29071-0397, marked Attention: Municipal Clerk.

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NAME: KENNETH SIEGFRIED

NEIGHBORHOOD: GOLDEN HILLS

HOME ADDRESS: 317 PALMER DRIVE  
LEXINGTON SC 29072-7476

BUSINESS ADDRESS: \_\_\_\_\_  
\_\_\_\_\_

TELEPHONE NUMBERS:  
Home: 803 939 8382  
Business: \_\_\_\_\_  
Cell: 803 603 1780

E-MAIL ADDRESS:  
Home: ksiegfried@sc.rr.com  
Work: \_\_\_\_\_

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ARE YOU A RESIDENT OF THE TOWN OF LEXINGTON?  YES  NO

WHAT IS THE LENGTH OF RESIDENCY IN LEXINGTON? 8 YEARS

DO YOU OWN PROPERTY IN THE TOWN OF LEXINGTON?  YES  NO

ARE YOU A REGISTERED VOTER?  YES  NO

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Please indicate the one or two board(s), commission(s), committee(s) or task group(s) for which you feel particularly qualified and give your reasons:

Golden Hills Roads - Special Tax District Commission  
would consider other options based upon the education  
& experience that follows.

# COUNTY OF LEXINGTON

## Procurement Services

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MEMORANDUM

(O) 785-8166

(F) 785-2240

**DATE:** June 1, 2012

**TO:** Joe G. Mergo, III  
County Administrator

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

**FROM:** Jo Marie Brown  
Procurement Officer

**SUBJECT:** **Grounds Maintenance for all Libraries – Term Contract  
C12017-05/30/12B  
Library**

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Competitive bids were solicited and advertised for Grounds Maintenance for all Libraries for Library Services-Term Contract. A mandatory pre-bid was held on May 15, 2012 with six (6) contractors in attendance. The County received two (2) responsive bids on May 30, 2012.

The bids were evaluated by Denise Bedenbaugh, Public Library System Director; Jacqui Enlow, Public Library System Bookkeeper and Jo Marie Brown, Procurement Officer. It is our recommendation to award to the lowest bidder, US Lawns from Columbia, SC. The annual cost of this contract is \$38,980.00. (See the attached bid tabulation)

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

I concur with the above recommendation and further recommend that this bid be placed on County Council's agenda for their next scheduled meeting on June 14, 2012.

copy: Larry Porth, Director of Finance/Assistant County Administrator  
Denise Bedenbaugh, Public Library System Director

## County of Lexington

### Bid Tabulation

**BID: C12017-05/30/12B**

**Term Contract for Grounds Maintenance for Libraries in Lexington County**

Qty	U/M	Description	Backplace Landscaping DBA US Lawns		Holmes Horticulture & Landscape Mgt	
			Unit Price	Total Price	Unit Price	Total Price
12	MO	Batesburg/Leesville Branch	\$ 305.00	\$ 3,660.00	\$285.88	\$3,430.50
4	MO	Cayce - West Columbia Branch(Prior to project- est completion in Oct)	\$ 200.00	\$ 800.00	\$339.50	\$1,358.00
8	MO	Cayce - West Columbia Branch (After Completion of project and remaining of year)	\$ 265.00	\$ 2,120.00	\$361.00	\$2,888.00
12	MO	Chapin Branch	\$ 290.00	\$ 3,480.00	\$250.00	\$3,000.00
12	MO	Pelion Branch	\$ 275.00	\$ 3,300.00	\$292.12	\$3,505.50
12	MO	Gaston Branch	\$ 280.00	\$ 3,360.00	\$279.63	\$3,355.50
12	MO	Gilbert - Summit Branch	\$ 360.00	\$ 4,320.00	\$330.00	\$3,960.50
12	MO	Irmo Branch	\$ 440.00	\$ 5,280.00	\$539.08	\$6,469.00
12	MO	Lexington Main Library	\$ 520.00	\$ 6,240.00	\$814.58	\$9,775.00
12	MO	Swansea Branch	\$ 230.00	\$ 2,760.00	\$248.50	\$2,982.00
12	MO	South Congaree/ Pine Ridge Branch	\$ 305.00	\$ 3,660.00	\$301.56	\$3,618.75
12	MO	<b>Total of All Locations</b>	<b>\$38,980.00</b>		<b>\$44,342.10</b>	

Bids Opened:May 30, 2012

Jo Marie Brown, CPPB  
Procurement Officer

# COUNTY OF LEXINGTON

## Procurement Services

MEMORANDUM

(O) 785-8166

(F) 785-2240

**DATE:** June 1, 2012

**TO:** Joe G. Mergo III  
County Administrator

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

**FROM:** Jo Marie Brown  
Procurement Officer

**SUBJECT: Cell I (Lifts 1&2) Final Grading & Stabilization at Edmund Landfill  
B12054-05/29/12B  
Solid Waste Management**

Competitive bids were solicited and advertised for Cell I (Lifts 1&2) Final Grading & Stabilization at Edmund Landfill. This project consists of grading and stabilization operations at the Edmund C&D Landfill. A mandatory pre-bid meeting was held on May 15, 2012 in which fifteen (15) contractors were represented. We received six (6) responsive bids on May 29, 2012 (see attached Bid Tabulation).

The bids were evaluated by Dave Eger, Director of Solid Waste Management; Kyle Clampitt, Alliance Consulting Engineers, Inc.; and Jo Marie Brown, Procurement Officer. It is our recommendation to award the total base bid to C. Ray Miles Construction Company, as the lowest responsive, responsible bidder for a total amount of \$361,299.00.

Funds are appropriated in the following account:

<u>Account Number</u>	<u>Account Description</u>	<u>Account Balance</u>
5701-121204-5AC598	Closure of Lifts 1 & 2	\$378,800.00

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 June 14, 2012.

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

## Bid Comparison Sheet

### Cell I (Lifts 1 and 2) Final Grading and Stabilization at the Edmund C and D Landfill in Lexington County, South Carolina

No.	Quantity	Unit	Item Description	C. Ray Miles Construction Company, Inc.		McClam and Associates, Inc.		Sox & Sons Construction Company, Inc.		C.R.Jackson, Inc.		Mabus Brothers Construction Company, Inc.		Richardson Construction Company <sup>1</sup>	
				Unit Cost	Total	Unit Cost	Total	Unit Cost	Total	Unit Cost	Total	Unit Cost	Total	Unit Cost	Total
1	1	LS	Mobilization/Bonds	\$29,250.00	\$29,250.00	\$15,000.00	\$15,000.00	\$18,000.00	\$18,000.00	\$14,650.00	\$14,650.00	\$11,300.00	\$11,300.00	\$32,000.00	\$32,000.00
2	1	LS	Fine Grading	\$129,500.00	\$129,500.00	\$207,045.85	\$207,045.85	\$280,000.00	\$280,000.00	\$397,500.00	\$397,500.00	\$600,527.00	\$600,527.00	\$269,246.50	\$269,246.50
3	633	LF	24" HDPE Pipe (Single Wall)	\$27.00	\$17,091.00	\$24.36	\$15,419.88	\$24.00	\$15,192.00	\$31.00	\$19,623.00	\$34.16	\$21,623.28	\$50.00	\$31,650.00
4	840	LF	18" HDPE Pipe (Double Wall)	\$18.00	\$15,120.00	\$20.00	\$16,800.00	\$18.00	\$15,120.00	\$24.00	\$20,160.00	\$22.73	\$19,093.20	\$45.00	\$37,800.00
5	158	LF	24" HDPE Pipe (Single Wall)	\$31.00	\$4,898.00	\$25.68	\$4,057.44	\$25.00	\$3,950.00	\$26.00	\$4,108.00	\$34.16	\$5,397.28	\$50.00	\$7,900.00
6	13	EA	HDPE Tee Fitting	\$290.00	\$3,770.00	\$843.00	\$10,959.00	\$390.00	\$5,070.00	\$375.00	\$4,875.00	\$318.57	\$4,141.41	\$500.00	\$6,500.00
7	26	EA	Sediment Tube	\$85.00	\$2,210.00	\$73.00	\$1,898.00	\$90.00	\$2,340.00	\$160.00	\$4,160.00	\$150.00	\$3,900.00	\$200.00	\$5,200.00
8	10	EA	Rip-Rap Plunge Pool	\$580.00	\$5,800.00	\$500.00	\$5,000.00	\$1,600.00	\$16,000.00	\$1,550.00	\$15,500.00	\$750.00	\$7,500.00	\$2,000.00	\$20,000.00
9	15	SY	Grouted Rip-Rap	\$92.00	\$1,380.00	\$250.00	\$3,750.00	\$90.00	\$1,350.00	\$115.00	\$1,725.00	\$110.00	\$1,650.00	\$100.00	\$1,500.00
10	300	SY	Turf Reinforced Matting	\$4.50	\$1,350.00	\$4.81	\$1,443.00	\$5.00	\$1,500.00	\$4.75	\$1,425.00	\$4.00	\$1,200.00	\$5.00	\$1,500.00
11	87,000	SY	Erosion Control Matting	\$1.05	\$91,350.00	\$1.27	\$110,490.00	\$1.29	\$112,230.00	\$1.10	\$95,700.00	\$1.50	\$130,500.00	\$150.00	\$13,050,000.00
12	18	AC	Grassing	\$2,210.00	\$39,780.00	\$1,172.00	\$21,096.00	\$1,200.00	\$21,600.00	\$2,400.00	\$43,200.00	\$1,500.00	\$27,000.00	\$1,300.00	\$23,400.00
13	18	AC	Fertilizer and Soil Amendments	\$1,100.00	\$19,800.00	\$370.00	\$6,660.00	\$400.00	\$7,200.00	\$1,350.00	\$24,300.00	\$500.00	\$9,000.00	\$350.00	\$6,300.00
<b>TOTAL BASE BID</b>				<b>\$361,299.00</b>	<b>\$419,619.17</b>	<b>\$499,552.00</b>	<b>\$646,926.00</b>	<b>\$842,832.17</b>	<b>\$13,492,996.50</b>						
<b>TOTAL FOR ALTERNATE BID 1</b>				<b>\$248,250.00</b>	<b>\$29,522.00</b>	<b>\$270,000.00</b>	<b>\$698,546.00</b>	<b>\$163,000.00</b>	<b>\$100,000.00</b>						

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**NOTE:** Please note that the following mathematical and submission errors were noted which did not impact the ranking of the low bidder.

- Richardson Construction Company submitted a total bid amount of \$573,496.50. An error was found on line item 11. Line item 11; the unit price was quoted as \$150.00 for 87,000 units for a total of \$130,500.00. The total for line item 11 should read \$13,050,000.00. This error reflects an increase of \$12,919,500 in the submitted bid total. The corrected bid total for Richardson Construction Company is \$13,050,000.00



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**Ordinance No. 12-05**

**AN ORDINANCE**

AUTHORIZING THE EXECUTION AND DELIVERY OF A FEE AGREEMENT BY AND AMONG LEXINGTON COUNTY, SOUTH CAROLINA, AND AVTEC, INC., AS SPONSOR, AND ONE OR MORE SPONSOR AFFILIATES, TO PROVIDE FOR A FEE IN LIEU OF *AD VALOREM* TAXES INCENTIVE, INCLUDING THE INCLUSION OF THE COMPANY'S PROPERTY IN A MULTI-COUNTY PARK, GRANTING OF CERTAIN SPECIAL SOURCE REVENUE CREDITS AND OTHER MATTERS RELATED THERETO.

WHEREAS, Lexington County, South Carolina ("County"), acting by and through its County Council ("County Council") is authorized and empowered under and pursuant to the provisions of Title 12, Chapter 44, Code of Laws of South Carolina, 1976, as amended ("Act"), (i) to enter into agreements with qualifying industry to encourage investment in projects constituting economic development property through which the industrial development of the State of South Carolina will be promoted by inducing new and existing manufacturing and commercial enterprises to locate and remain in the State and thus utilize and employ manpower and other resources of the State; and (ii) to covenant with such industry to accept certain payments in lieu of *ad valorem* taxes ("FILOT") with respect to such investment;

WHEREAS, pursuant to Title 4, Section 1, Code of Laws of South Carolina, 1976, as amended ("MCIP Act"), the County is authorized to develop multi-county industrial parks with other qualifying counties and, in its discretion, include within the boundaries of such parks the property of qualifying industries. Under the authority provided in the MCIP Act, the County has created previously a multi-county park with Calhoun County ("Park");

WHEREAS, pursuant to Section 4-1-175, Code of Laws of South Carolina, 1976, as amended, the County is authorized to provide a credit ("Infrastructure Credit") against FILOT payments made in connection with projects located in the Park for purposes of reimbursing the Company for qualifying infrastructure related expenditures;

WHEREAS, Avtec Inc., ("Company") is planning a total investment consisting of expenditures, which are anticipated to be approximately \$7,600,000, to establish a new computer console manufacturing facility in the County and the creation of approximately 25 new jobs ("Project");

WHEREAS, the County identified the Project by a Resolution dated April 10, 2012, as required by the Act, and reiterates in this Ordinance the findings relating to the Project set forth in that Resolution;

WHEREAS, the County has determined to offer the Company a FILOT incentive package at an assessment ratio of 6%, with a fixed millage rate for 20 years, being the millage rate of 477.275. In addition, the County has determined to include the Project within the boundaries of the Park and offer an Infrastructure Credit to offset the costs of certain road improvements. The terms and conditions of each of these incentives are more fully described in the Fee-In-Lieu of *Ad Valorem* Taxes and Incentive Agreement ("Fee Agreement") attached hereto as Exhibit A; and

WHEREAS, the County has determined to extend the term of the Park through the term of the Fee Agreement, including any extensions permitted under the Act and authorized by County Council.

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

**Section 1. *Authorization to Execute and Deliver Fee Agreement.*** The Chairman of County Council is hereby authorized and directed to execute the Fee Agreement, which is in substantially final form as hereto attached in the name of and on behalf of the County, subject to the approval of any revisions as are not materially adverse to the County by the County Administrator and the County Attorney, and the County Administrator is hereby authorized and directed to attest the Agreement; and the Chairman is hereby further authorized and directed to deliver the Agreement to the Company.

**Section 2. *Statutory Findings.*** The County hereby finds: (i) the Project will benefit the general public welfare of the County by providing service, employment, recreation or other public benefits not otherwise provided locally; (ii) the Project gives rise to no pecuniary liability of the County or incorporated municipality or to no charge against its general credit or taxing power; (iii) the purposes to be accomplished by the Project are proper governmental and public purposes; and (iv) the benefits of the Project to the public are greater than the costs to the public.

**Section 3. *Inclusion within the Park and Extension of Park Term.*** The expansion of the Park boundaries to include the Project site, as described on the attached Exhibit B, and the extension of the Park term through the term of the Fee Agreement, including any extensions as permitted by the Act, is hereby authorized and approved.

**Section 4. *Approval of Infrastructure Credit.*** The grant of the Infrastructure Credit, as described in the Fee Agreement, is hereby authorized and approved.

**Section 5. *Approval of Sponsor Affiliate.*** Pursuant to Section 12-44-130 of the Act, the Company may request the addition of one or more Sponsor Affiliates to the Fee Agreement. Following each request, if the proposed Sponsor Affiliate agrees to be bound by the Fee Agreement, then following approval of the proposed Sponsor Affiliate by subsequent County Council resolution, the proposed Sponsor Affiliate shall be eligible for the benefits under, and become a party to, the Fee Agreement.

**Section 6. *General Repealer.*** All ordinances, resolutions, and parts thereof in conflict herewith are, to the extent of such conflict, hereby repealed.

This Ordinance takes effect and is in full force only after the County Council has approved it following three readings and a public hearing.

LEXINGTON COUNTY, SOUTH CAROLINA

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

(SEAL)  
ATTEST:

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Diana W. Burnett, Clerk to Council  
Lexington County Council

READINGS:

First Reading: May 8, 2012  
Second Reading: May 22, 2012  
Third Reading: June 14, 2012  
Public Hearing: May 22, 2012

**EXHIBIT A**  
**Form of**  
**Fee In Lieu of Ad Valorem Taxes and Incentive Agreement**

**EXHIBIT B**  
**Description of Project Site**

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

Commencing at South Carolina Geodetic Survey station LEX 347, having NAD 83(2007) state plane grid coordinates of X=1,930,867.92 Y=774,912.05; thence running N 82°10'08" W for a distance of 152.46 feet to a 1/2" rebar iron pin found on the northern right-of-way of Bruner Road approximately 10.8' north of its intersection with the northern right-of-way of state secondary road S-32-626, also known as Glassmaster Road, at lands now or formerly of Dwight C. Corley, said 1/2" rebar being the **Point of Beginning**; thence turning and running along lands now or formerly of Dwight C. Corley S 67°21'10" W for a distance of 45.13 feet to a 1/2" rebar iron pin found on the northern right-of-way of Glassmaster Road; thence turning and running along said right-of-way Glassmaster Road the following four courses: 1) along a curve to the left having a radius of 383.08 feet, a length of 76.96 feet, and being subtended by a chord bearing S 71°57'10" W for a distance of 76.83 feet to a 5/8" rebar and cap iron pin set; 2) S 66°11'51" W for a distance of 176.20 feet to a 5/8" rebar and cap iron pin set; 3) N 23°48'09" W for a distance of 8.00 feet to a 5/8" rebar and cap iron pin set; 4) S 66°11'51" W for a distance of 118.96 feet to a 5/8" rebar and cap iron pin set at lands now or formerly of Rita K. Nease; thence turning and running along lands now or formerly of Rita K. Nease the following two courses: 1) N 15°29'44" W for a distance of 383.70 feet to 1-1/2" pipe iron pin found; 2) S 66°37'00" W for a distance of 100.00 feet to a 1" rod iron pin found at lands now or formerly of Thomas A. and Thomasina Thompson; thence turning and running along lands now or formerly of Thomas A. and Thomasina Thompson S 66°25'58" W for a distance of 100.05 feet to a 3/4" pipe iron pin now or formerly of James R. Marlowe, Jr.; thence turning and running along lands now or formerly of James R. Marlowe, Jr. N 15°35'18" W for a distance of 28.32 feet to a 1-1/4" pipe iron pin found at lands now or formerly of Nancy E. Stoughton, Trustee; thence turning and running along lands now or formerly of Nancy E. Stoughton, Trustee the following three courses: 1) N 72°22'32" E for a distance of 30.55 to a 2" axle iron pin found; 2) N 18°21'01" W for a distance of 100.05 feet to a 1-1/4" metal bar iron pin found; 3) N 15°58'25" W for a distance of 75.13 feet to a 1/2" pinchtop iron pin found at lands now or formerly of Rebecca D. Harmon, Trustee; thence turning and running through lands now or formerly of Rebecca D. Harmon, Trustee the following six courses: 1) N 71°37'57" E for a distance of 86.40 feet to a 5/8" rebar and cap iron pin set; 2) N 18°22'03" W for a distance of 3.74 feet to a 5/8" rebar and cap iron pin set; 3) along a curve to the left having a radius of 65.00 feet, a length of 76.59 feet, and being subtended by a chord bearing N 37°52'37" E for a distance of 72.23 feet to a 5/8" rebar and cap iron pin set; 4) S 79°04'18" E for a distance of 17.03 feet to a 5/8" rebar and cap iron pin set; 5) N 66°18'29" E for a distance of 579.25 feet to a 5/8" rebar and cap iron pin set; 6) S 23°41'31" E for a distance of 517.26 feet to a 5/8" rebar and cap iron pin set on the northern right-of-way of Bruner Road; thence turning and running along the northern right-of-way of Bruner Road the following three courses: 1) S 66°14'50" W for a distance of 65.03 feet to a 5/8" rebar and cap iron pin set; 2) along a curve to the left having a radius of 190.07 feet, a length of 169.85 feet, and being subtended by a chord bearing S 40°38'48" W for a distance of 164.25 feet to a 5/8" rebar and cap iron pin set; 3) S 15°02'46" W for a distance of 34.74 feet to the place and **Point of Beginning**; said tract containing 8.932 acres, all measurements being a little more or less.

Portion of TMS# 5497-04-005: approximately 6 acres

Portion of TMS# 5497-04-034: approximately 2.9 acres

**FEE-IN-LIEU OF AD VALOREM TAXES AND INCENTIVE AGREEMENT**

**BETWEEN**

**AVTEC, INC.**

**AND**

**LEXINGTON COUNTY, SOUTH CAROLINA**

**DATED AS OF JUNE 14, 2012**

**PREPARED BY:**

**PARKER POE ADAMS & BERNSTEIN LLP  
1201 MAIN STREET, SUITE 1450 (29201)  
POST OFFICE BOX 1509  
COLUMBIA, SOUTH CAROLINA 29202-1509  
(803) 255-8000**

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## **FEE-IN-LIEU OF AD VALOREM TAXES AND INCENTIVE AGREEMENT**

THIS FEE-IN-LIEU OF *AD VALOREM* TAXES AND INCENTIVE AGREEMENT (“Fee Agreement”) is made and entered into as of June 14, 2012, by and between Lexington County, South Carolina (“County”), a body politic and corporate and a political subdivision of the State of South Carolina (“State”), acting by and through the Lexington County Council (“County Council”) as the governing body of the County, and Avtec, Inc., a South Carolina corporation, as sponsor, its affiliates and assigns (collectively, “Company” and with County, “Parties,” each, a “Party”).

### WITNESSETH:

(a) The County is authorized by Title 12, Chapter 44, Code of Laws of South Carolina, 1976, as amended (“Act”) to enter into a fee agreement with qualifying industries to induce such industries to locate in the State and to encourage industries now located in the State to expand their investments and thus make use of and employ manpower and other resources of the State;

(b) The County is authorized pursuant to Title 4, Section 1, Code of Laws of South Carolina, 1976, as amended (“MCIP Act”), to develop multi-county industrial parks with other qualifying counties and, in its discretion, include within the boundaries of such parks the property of qualifying industries. Under the authority provided in the MCIP Act, the County has created previously a multi-county park with Calhoun County (“Park”);

(c) The County is authorized pursuant to Section 4-1-175, Code of Laws of South Carolina, 1976, as amended, to provide a credit against FILOT payments made in connection with projects located in the Park for purposes of reimbursing the Company for qualifying infrastructure related expenditures;

(d) Pursuant to the Act, the County finds that (a) the Project (as defined herein) is anticipated to benefit the general public welfare of the County by providing services, employment, recreation, or other public benefit not otherwise adequately provided locally; (b) the Project gives rise to no pecuniary liability of the County or incorporated municipality and to no charge against its general credit or taxing power; (c) the purposes to be accomplished by the Project are proper governmental and public purposes; and (d) the benefits of the Project to the public are greater than the costs to the public;

(e) The Company has agreed to establish and maintain a new computer console manufacturing facility within the County (“Project”). The Company reasonably expects that it will make capital investments at the Project of \$7,600,000; however, because a \$1,500,000 portion of the planned investment relates to a building expansion that may (or may not) occur 48 months from now, depending on market conditions not within the Company’s control, the Company commits to \$6,100,000 million of capital investment for purposes of this Agreement (“Capital Commitment”) which qualifies the Project for benefits under the Act;

(f) The Company anticipates the creation of 25 new full time jobs in conjunction with the Project and on which the Company will withhold payroll taxes for South Carolina income tax purposes (“Job Commitment,” together with the Capital Commitment, the “Investment Commitment”); and

(g) Pursuant to a resolution adopted on April 10, 2012 (“Inducement Resolution”), the County formally identified the Project as required by the Act. Pursuant to an Ordinance adopted on June 12, 2012 (“Fee Ordinance”), the County Council authorized the County to enter into a Fee Agreement with the

Company which identifies the property comprising the Project as Economic Development Property under the Act subject to the terms and conditions hereof.

NOW, THEREFORE, AND IN CONSIDERATION of the respective representations and agreements hereinafter contained, the parties hereto agree as follows, with the understanding that no obligation of the County described herein shall create a pecuniary liability or charge upon its general credit or taxing powers, but shall be payable solely out of the sources of payment described herein and shall not under any circumstances be deemed to constitute a general obligation to the County:

## **ARTICLE I DEFINITIONS**

**Section 1.1. Terms.** The terms defined in this Article shall for all purposes of this Fee Agreement have the meaning herein specified, unless the context clearly requires otherwise.

“Chairman” means the Chairman of the County Council of Lexington County, South Carolina.

“Clerk of County Council” means the Clerk to the County Council of Lexington County, South Carolina.

“Code” means the South Carolina Code of Laws, 1976, as amended.

“Commencement Date” means the last day of the first property tax year during which Economic Development Property is placed in service, expected to be December 31, 2012.

“County” means Lexington County, South Carolina, a body politic and corporate and political subdivision of the State of South Carolina, its successors and assigns, acting by and through the Lexington County Council as the governing body of the County.

“County Council” means the Lexington County Council, the governing body of the County.

“Diminution of Value” in respect of any Phase of the Project means any reduction in the value based on original fair market value as determined in Step 1 of Section 3.1 of this Fee Agreement, of the items which constitute a part of the Phase which may be caused by (i) the Company’s removal of equipment pursuant to Section 3.6 of this Fee Agreement, (ii) a casualty to the Phase of the Project, or any part thereof, described in Section 3.7 of this Fee Agreement, or (iii) a condemnation to the Phase of the Project, or any part thereof, described in Section 3.9 of this Fee Agreement.

“Economic Development Property” means all items of real and tangible personal property comprising the Project which qualify as economic development property under the Act, become subject to the Fee Agreement, and are identified by the Company in connection with the annual filing of a SCDOR PT-100, PT-300 or comparable forms with the South Carolina Department of Revenue (as such filing may be amended from time to time) for each year within the Investment Period. Title to all Economic Development Property shall at all times remain vested in the Company, except as may be necessary to take advantage of the effect of Section 12-44-160.

“Equipment” means all of the machinery, equipment, furniture and fixtures, together with any and all additions, accessions, replacements and substitutions thereto or therefor acquired by the Company during the Investment Period as a part of the Project.

“Event of Default” means any Event of Default specified in Section 3.15 of this Fee Agreement.

“Fee Term” or “Term” means the period from the date of delivery of this Fee Agreement until the last Phase Termination Date unless sooner terminated or extended pursuant to the terms of this Fee Agreement.

“FILOT Payments” means the payments in lieu of taxes which Company is obligated to pay to the County under the terms of this Agreement.

“Improvements” means improvements, together with any and all additions, accessions, replacements and substitutions thereto or therefor acquired by the Company during the Investment Period.

“Investment Period” means the period beginning with the first day that Economic Development Property is purchased or acquired and ending five years after the Commencement Date, which end date is expected to be December 31, 2017. The minimum investment must be completed within five years of the commencement date. As described in Section 3.1 of this Agreement, this date may be extended by subsequent resolution of the County Council, in accordance with the Act, for up to five additional years.

“Phase” or “Phases” in respect to the Project means the Equipment, Improvements and Real Property, if any, placed in service during each year of the Investment Period.

“Phase Termination Date” means with respect to each Phase of the Project the day twenty years after each such Phase of the Project becomes subject to the terms of this Fee Agreement. Anything contained herein to the contrary notwithstanding, the last Phase Termination Date shall be no later than December 31 of the year of the expiration of the maximum period of years that the annual fee payment is available to the Company, under Section 12-44-30(20) of the Act, as amended.

“Project” means the Equipment, Improvements, and Real Property, together with the acquisition, construction, installation, design and engineering thereof, in phases. The Project involves an initial investment of sufficient sums to qualify under the Act.

“Real Property” means real property, as more particularly described in Exhibit A, together with all and singular the rights, members, hereditaments and appurtenances belonging or in any way incident or appertaining thereto acquired or constructed by the Company; all Improvements now or hereafter situated thereon; and all fixtures now or hereafter attached thereto, but only to the extent such Improvements and fixtures are deemed to become part of the Project under the terms of this Fee Agreement.

“Removed Components” means the following types of components or Phases of the Project or portions thereof, all of which the Company, shall be entitled to remove from the Project with the result that the same shall no longer be subject to the terms of the Fee Agreement: (a) components or Phases of the Project or portions thereof which the Company in its sole discretion, determines to be inadequate, obsolete, worn-out, uneconomic, damaged, unsuitable, undesirable or unnecessary; or (b) components or Phases of the Project or portions thereof which the Company in its sole discretion, elects to remove pursuant to Section 3.6(c) or Section 3.7(b)(iii) of this Fee Agreement.

“Replacement Property” means any property which is placed in service as a replacement for any item of Equipment or any Improvement which is scrapped or sold by the Company and treated as a Removed Component under Section 3.6 hereof regardless of whether such property serves the same function as the property it is replacing and regardless of whether more than one piece of property replaces any item of Equipment or any Improvement.

“Sponsor Affiliate” means an affiliate that joins with or is an affiliate of the Company whose investment with respect to the Project, if any, will qualify for FILOT Payments, as defined in Section 3.1 hereof and Section 12-44-30(A)(19) and Section 12-44-130 of the Act.

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

## **ARTICLE II REPRESENTATIONS AND WARRANTIES**

**Section 2.1. *Representations of the County.*** The County hereby represents and warrants to the Company as follows:

(a) The County is a body politic and corporate and a political subdivision of the State which acts through the County Council as its governing body and by the provisions of the Act is authorized and empowered to enter into the transactions contemplated by this Fee Agreement and to carry out its obligations hereunder. The County has duly authorized the execution and delivery of this Fee Agreement and any and all other agreements described herein or therein.

(b) The Project constitutes a “project” within the meaning of the Act.

(c) By due corporate action, the County has agreed that, subject to compliance with applicable laws, each item of real and tangible personal property comprising the Project shall be considered Economic Development Property under the Act.

**Section 2.2. *Representations of the Company.*** The Company hereby represents and warrants to the County as follows:

(a) The Company is a corporation organized under the laws of the State and qualified to conduct business in the State and has power to enter into this Fee Agreement.

(b) The Company’s execution and delivery of this Fee Agreement and its compliance with the provisions hereof do not result in a default, not waived or cured, under any agreement or instrument to which the Company is now a party or by which it is bound.

(c) The Company intends to operate the Project as a “project” within the meaning of the Act as in effect on the date hereof, and for such other purposes permitted under the Act, as the Company may deem appropriate.

(d) The availability of the payment in lieu of taxes with regard to the Economic Development Property authorized by the Act has induced the Company to undertake the Project in the County.

(e) The Company will invest \$6,100,000 by the end of the Investment Period.

(f) The Company will create 25 new full-time jobs in conjunction with the Project during the Investment Period, on which the Company will withhold payroll taxes for South Carolina income tax purposes (“New Jobs”). The Company shall certify to the County that the Company has met its Job Commitment by providing the County’s Economic Development Director documentation evidencing of the number of jobs the Company had prior to the commencement of the Project (“Prior Jobs”) along with

documentation evidencing the creation of the New Jobs. The Company shall then provide evidence of the maintenance of its Job Commitment for each year of the Fee Term by providing the County's Economic Development Director with a copy of the Company's South Carolina Department of Revenue Form WH-1606 that shows the total number of jobs at the Project is equal to the Prior Jobs plus the New Jobs.

### **ARTICLE III FILOT PAYMENTS**

#### **Section 3.1. *Negotiated Payments.***

(a) Pursuant to Section 12-44-50 of the Act, the Company, is required to make payments in lieu of *ad valorem* taxes ("FILOT Payments") on all Economic Development Property comprising the Project and placed in service, as follows: the Company shall make FILOT Payments in lieu of *ad valorem* taxes with respect to each Phase of the Project placed in service on or before each December 31 through December 31, 2017.

(b) The amount of such annual FILOT Payments shall be determined by the following procedure (subject, in any event, to the required procedures under the Act and to Section 3.4 hereof):

- Step 1: Determine the fair market value of the Phase of the Project placed in service in any given year until the occurrence of the Phase Termination Date using original income tax basis for State income tax purposes for any real property (provided, if real property is constructed for the fee or is purchased in an arms length transaction, fair market value is deemed to equal the original income tax basis, otherwise, the Department of Revenue will determine fair market value by appraisal) and original income tax basis for State income tax purposes less depreciation for each year allowable to the Company for any personal property as determined in accordance with Title 12 of the Code, as amended and in effect on December 31 of the year in which each Phase becomes subject to the Fee Agreement, except that no extraordinary obsolescence shall be allowable but taking into account all applicable property tax exemptions which would be allowed to the Company, under State law, if the property were taxable, except those exemptions specifically disallowed under Section 12-44-50(A)(2) of the Act, as amended and in effect on December 31 of the year in which each Phase becomes subject to the Fee Agreement.
- Step 2: Apply an assessment ratio of 6% to the fair market value as determined for each year in Step 1 to establish the taxable value of each Phase of the Project in the year it is placed in service until the Phase Termination Date or such longer period of years that the annual fee payment is permitted to be made by the Company, under the Act, as amended.
- Step 3: Use a millage rate of 477.275 (which millage rate shall be a fixed rate for the term of this Fee Agreement) to determine the amount of the FILOT Payments which would be due in each year of the Fee Term on the payment dates prescribed by the County for such payments or such longer period of years that the annual fee payment is permitted to be made by the Company under the Act, as amended.
- Step 4: Reduce the amount resulting from Steps 1-3 by the amount of any infrastructure credit granted pursuant to Section 3.2 hereof.

(c) If, by the end of the Investment Period, the Company fails to meet its Investment Commitment, then, upon receipt of written notice from the County which may be delivered in the County's sole

discretion after an in person consultation with the Company's leadership, the Company shall prospectively begin making *ad valorem* tax payments to the County on any property comprising the Project that would be subject to *ad valorem* taxation in the County. Furthermore, upon receipt of written notice from the County which may be delivered in the County's sole discretion after an in person consultation with the Company's leadership, the Project shall revert retroactively to *ad valorem* tax treatment. In such event, any amount determined to be due and owing to the County shall be reduced by the total amount of payments in lieu of *ad valorem* taxes made by the Company with respect to the Project and further reduced by any abatements provided by law.

(d) In the event that it is determined by a final order of a court of competent jurisdiction or by agreement of the parties that the minimum payment in lieu of taxes applicable to this transaction is to be calculated differently than described above, the payment shall be reset prospectively at the minimum permitted level so determined.

(e) In the event that the Act or the above-described FILOT Payments are declared invalid or unenforceable, in whole or in part, for any reason, the parties express their intentions that such payments and this Fee Agreement be reformed so as to most closely effectuate the legal, valid, and enforceable intent thereof and so as to afford the Company with the benefits to be derived hereunder. If the Project is deemed to be subject to *ad valorem* taxation, the payment in lieu of *ad valorem* taxes to be paid to the County by the Company shall become equal to the amount which would result from taxes levied on the Project by the County, municipality or municipalities, school district or school districts, and other political units as if the Project was and had not been Economic Development Property under the Act. In such event, any amount determined to be due and owing to the County from the Company with respect to a year or years for which payments in lieu of *ad valorem* taxes have been previously remitted by the Company to the County hereunder, shall be reduced by the total amount of payments in lieu of *ad valorem* taxes made by the Company with respect to the Project pursuant to the terms hereof, and further reduced by any abatements provided by law. Upon request, the County shall consider implementation of any subsequent statutory changes that could benefit the Company.

### **Section 3.2. Terms of Infrastructure Credit.**

(a) On achievement of the Capital Commitment, the Company shall be entitled to receive a credit ("Infrastructure Credit") of \$100,000 against the Company's FILOT liability. The Company shall certify achievement of the Capital Commitment through delivery of documentation, sufficiently evidencing the achievement of the Capital Commitment, to the County's Economic Development Director. On certification to the County of achievement of the Capital Commitment, the Company will receive a \$100,000 Infrastructure Credit against its FILOT liability and the Infrastructure Credit will be reflected on the Company's next annual FILOT bill.

(b) If the Company invests a total of \$7,600,000 by the end of the Investment Period and certifies, in the same manner the Company certifies achievement of the Capital Commitment in subsection (a), the investment to the County, the Company is entitled to an additional \$50,000 Infrastructure Credit against its FILOT liability. On certification of the achievement of a total investment of \$7,600,000, the additional \$50,000 Infrastructure Credit will be reflected on the Company's next annual FILOT bill.

(c) The parties hereto agree that the Infrastructure Credit shall be utilized to reimburse the Company for qualifying expenditures relating to roadway improvements necessary to serve the Project.

**Section 3.3. FILOT Payments on Replacement Property.** If the Company elects to replace any Removed Components and to substitute such Removed Components with Replacement Property as a part

of the Project, then, pursuant and subject to Section 12-44-60 of the Act, the Company shall make statutory payments in lieu of *ad valorem* taxes with regard to such Replacement Property as follows:

(a) to the extent that the income tax basis of the Replacement Property (“Replacement Value”) is less than or equal to the original income tax basis of the Removed Components (“Original Value”) the amount of the FILOT Payments to be made by the Company with respect to such Replacement Property shall be calculated in accordance with Section 3.1 hereof; provided, however, in making such calculations, the original cost to be used in Step 1 of Section 3.1 shall be equal to the lesser of (x) the Replacement Value or (y) the Original Value, and the number of annual payments to be made with respect to the Replacement Property shall be equal to twenty (20) (or, if greater, the maximum number of years for which the annual fee payments are available to the Company for each portion of the Project under the Act, as amended) minus the number of annual payments which have been made with respect to the oldest Removed Components disposed of in the same property tax year as the Replacement Property is placed in service; and

(b) to the extent that the Replacement Value exceeds the Original Value of the Removed Components (“Excess Value”), the FILOT Payments to be made by the Company with respect to the Excess Value shall be equal to the payment that would be due if the property were not Economic Development Property.

**Section 3.4. *Reductions in Payments of Taxes Upon Removal, Condemnation or Casualty.*** In the event of a Diminution in Value of any Phase of the Project, the payment in lieu of taxes with regard to that Phase of the Project shall be reduced in the same proportion as the amount of such Diminution in Value bears to the original fair market value of that Phase of the Project as determined pursuant to Step 1 of Section 3.1 hereof. However, failure of the Company to maintain its Investment Commitment (using original costs basis less depreciation) shall constitute an Event of Default under Section 3.15(e) hereof, except if the Diminution in Value is due to a condemnation under Section 3.9(b) or is during the election period under Section 3.7(d).

**Section 3.5. *Place and Allocation of FILOT Payments.*** The Company shall make the above-described FILOT Payments directly to the County in accordance with applicable law. FILOT payments are allocated in accordance with the Act.

**Section 3.6. *Removal of Equipment.*** The Company shall be entitled to remove the following types of components or Phases of the Project from the Project with the result that said components or Phases (“Removed Components”) shall no longer be considered a part of the Project and shall no longer be subject to the terms of this Fee Agreement: (a) components or Phases which become subject to statutory payments in lieu of *ad valorem* taxes; (b) components or Phases of the Project or portions thereof which the Company, in its sole discretion, determines to be inadequate, obsolete, uneconomic, worn-out, damaged, unsuitable, undesirable or unnecessary; or (c) components or Phases of the Project or portions thereof which the Company, in its sole discretion, elects to remove pursuant to Section 3.6(c) or Section 3.7(b)(iii) hereof. However, failure of the Company to maintain its investment at the Capital Commitment (using original cost basis less depreciation) shall constitute an Event of Default under Section 3.15(e) hereof.

**Section 3.7. *Damage or Destruction of Project.***

(a) *Election to Terminate.* In the event the Project is damaged by fire, explosion, or any other casualty, the Company is entitled to terminate this Agreement.

(b) *Election to Rebuild.* In the event the Project is damaged by fire, explosion, or any other casualty, and if the Company does not elect to terminate this Agreement, the Company may, in its sole discretion, commence to restore the Project with such reductions or enlargements in the scope of the Project, changes, alterations and modifications (including the substitution and addition of other property) as may be desired by the Company. All such restorations and replacements shall be considered substitutions of the destroyed portions of the Project and shall be considered part of the Project for all purposes hereof, including, but not limited to, any amounts due by the Company, to the County under Section 3.1 hereof.

(c) *Election to Remove.* In the event the Company elects not to terminate this Agreement pursuant to subsection (a) and elects not to rebuild pursuant to subsection (b), the damaged portions of the Project shall be treated as Removed Components.

(d) *Timing of Election.* The Company shall make the elections under this Section within two years of the date of the damage or destruction of the Project.

**Section 3.8. Multi-County Industrial Park.** The County agrees to use its best efforts to amend the existing multi-county industrial and business park agreement to include the Project in the Park pursuant to the terms of the MCIP Act and to extend the term of the Park through the Fee Term. The County agrees to undertake and execute those procedures, instruments, ordinances, resolutions and documents as may be reasonably required to accomplish the inclusion of the Project in a Park.

### **Section 3.9. Condemnation.**

(a) *Complete Taking.* If at any time during the Fee Term title to or temporary use of the entire Project should become vested in a public or quasi-public authority by virtue of the exercise of a taking by condemnation, inverse condemnation or the right of eminent domain, or by voluntary transfer under threat of such taking, or in the event that title to a portion of the Project shall be taken rendering continued occupancy of the Project commercially infeasible in the judgment of the Company, the Company shall have the option to terminate this Fee Agreement as of the time of vesting of title by sending written notice to the County within a reasonable period of time following such vesting.

(b) *Partial Taking.* In the event of a partial taking of the Project or transfer in lieu thereof, the Company may elect: (i) to terminate this Fee Agreement; (ii) to repair and restore the Project, with such reductions or enlargements in the scope of the Project, changes, alterations and modifications (including the substitution and addition of other property) as may be desired by the Company; or (iii) to treat the portions of the Project so taken as Removed Components.

**Section 3.10. Maintenance of Existence.** The Company agrees (i) that it shall not take any action which will materially impair the maintenance of its corporate existence and (ii) that it will maintain its good standing under all applicable provisions of State law. Notwithstanding the foregoing, any changes in the Company's corporate existence that result from internal restructuring or reorganization of the Company, or its parent are specifically authorized hereunder. Likewise, benefits granted to the Company under this Fee Agreement shall, in the event of any such restructuring or reorganization, be transferred to the successor entity under the provisions of Section 3.14 hereof. Such transfers are specifically approved and authorized by the County without any further action by the County Council.

**Section 3.11. Indemnification Covenants.** (a) Except as provided in paragraph (b) below, the Company shall indemnify and save the County, its past, present, and future employees, elected officials, officers and agents (each, an "Indemnified Party") harmless against and from all claims by or on behalf of any person arising from the County's execution of this Agreement, performance of the County's

obligations under this Agreement or the administration of its duties pursuant to this Agreement, or otherwise by virtue of the County having entered into this Agreement. If such a claim is made against any Indemnified Party, then subject to the provisions of (b) below, the Company shall defend the Indemnified Party in any action or proceeding.

(b) Notwithstanding anything herein to the contrary, the Company is not required to indemnify any Indemnified Party against any claim or liability (1) occasioned by the acts of that Indemnified Party, which are unrelated to the execution of this Agreement, performance of the County's obligations under this Agreement, or the administration of its duties under this Agreement, or otherwise by virtue of the County having entered into this Agreement; (2) resulting from that Indemnified Party's own negligence, bad faith, fraud, deceit, or willful misconduct.

(c) An Indemnified Party may not avail itself of the indemnification provided in this Section unless it provides the Company with prompt notice, reasonable under the circumstances, of the existence or threat of any claim or liability, including, without limitation, copies of any citations, orders, fines, charges, remediation requests, or other claims or threats of claims, in order to afford the Company notice, reasonable under the circumstances, within which to defend or otherwise respond to a claim.

(d) Following this notice, the Company shall resist or defend against any claim or demand, action or proceeding, at its expense, using counsel of its choice. The Company is entitled to manage and control the defense of or response to any claim, charge, lawsuit, regulatory proceeding or other action, for itself and the Indemnified Party; provided the Company is not entitled to settle any matter at the separate expense or liability of any Indemnified Party without the consent of that Indemnified Party. To the extent any Indemnified Party desires to use separate counsel for any reason, other than a conflict of interest, that Indemnified Party is responsible for its independent legal fees.

**Section 3.12. Confidentiality/Limitation on Access to Project.** The County acknowledges and understands that, to the extent the Company utilizes confidential and proprietary "state-of-the-art" manufacturing equipment and techniques and that a disclosure of any confidential and proprietary "state-of-the-art" information relating to such equipment or techniques, including, but not limited to, disclosures of financial or other information concerning the Company's operations would result in substantial harm to the Company and could thereby have a significant detrimental impact on the Company's employees and also upon the County. Therefore, the County agrees that, except as required by law and pursuant to the County's police powers, neither the County nor any employee, agent or contractor of the County: (i) shall request or be entitled to receive any such confidential or proprietary information; (ii) shall request or be entitled to inspect the Project or any property associated therewith; provided, however, that if an Event of Default shall have occurred and be continuing hereunder, the County shall be entitled to inspect the Project provided they shall comply with the remaining provisions of this Section; or (iii) shall disclose or otherwise divulge any such confidential or proprietary information to any other person, firm, governmental body or agency, or any other entity unless specifically required to do so by State law. Prior to disclosing any confidential or proprietary information or allowing inspections of the Project or any property associated therewith, the Company may require the execution of reasonable, individual, confidentiality and non-disclosure agreements by any officers, employees or agents of the County or any supporting or cooperating governmental agencies who would gather, receive or review such information or conduct or review the results of any inspections.

**Section 3.13. Sponsor Affiliates.** The Company may designate from time to time Sponsor Affiliates pursuant to the provisions of Section 12-44-30(19) and Section 12-44-130 of the Act, which Sponsor Affiliates shall be entities which may join with the Company to make investments with respect to the Project, or which may participate in the financing of such investments, and which agree to be bound by

the terms and provisions of this Fee Agreement. All Sponsor Affiliates (not designated herein) which otherwise meet the requirements of Section 12-44-30(19) and Section 12-44-130 of the Act must be approved by resolution of the County Council and must execute a Joinder Agreement, in substantially the form attached hereto as Exhibit B, by which a Sponsor Affiliate agrees to be bound by terms of this Fee Agreement.

The Company shall provide the County and the Department of Revenue with written notice of any Sponsor Affiliate designated pursuant to this Section within 90 days after the end of the calendar year during which any such Sponsor Affiliate has placed in service assets to be used in connection with the Project, all in accordance with Section 12-44-130(B) of the Act.

**Section 3.14. Assignment and Subletting.** This Fee Agreement may be assigned in whole or in part and the Project may be subleased as a whole or in part by the Company so long as such assignment or sublease is made with County consent, which may be granted by Resolution of the County Council. The Company shall be permitted to assign this Fee Agreement to any of its affiliates, if any.

**Section 3.15. Events of Default.** The following are “Events of Default” under this Fee Agreement, and the term “Events of Default” means, whenever used with reference to this Fee Agreement, any one or more of the following occurrences:

(a) Failure by the Company to make, upon levy, the FILOT Payments described in Section 3.1 hereof; provided, however, that Company is entitled to all redemption rights granted by applicable statutes; or

(b) Failure by the Company to perform any of the other material terms, conditions, obligations or covenants of the Company hereunder, which failure shall continue for a period of 90 days after written notice from the County to the Company specifying such failure and requesting that it be remedied, unless the County shall agree in writing to an extension of such time prior to its expiration.

(c) Failure by the Company to continue operations at the Project.

(d) Failure by the Company to meet its Investment Commitment in the Investment Period.

(e) Failure by the Company to maintain the Capital Commitment, as determined by the original cost basis without regard to depreciation, as the investment in the Project, except if the failure to maintain the Capital Commitment is a result of a condemnation under Section 3.9(b) or is during the election period in Section 3.7(d).

(f) Failure by the Company to maintain the Job Commitment, as evidenced by the Company’s South Carolina Department of Revenue Form WH 1606, except if the failure to maintain the Job Commitment is a result of a condemnation under Section 3.9(b) or is during the election period in Section 3.7(d).

**Section 3.16. Remedies on Default.** In addition to the remedy articulated in Section 3.1(c), whenever any Event of Default shall have occurred and shall be continuing, the County, after having given written notice to the Company of such default and after the expiration of a 30 day cure period in which the Event of Default has not been cured, shall have the option to take any one or more of the following remedial actions:

(a) Terminate the Fee Agreement; or



Lexington County Administration Building  
212 S. Lake Drive  
Lexington, South Carolina 29072  
Telephone: (803) 785-8100  
Facsimile: (803) 785-8101

WITH A COPY TO: County Attorney  
Jeff Anderson  
Nicholson, Davis, Frawley, Anderson, & Ayer, LLC  
140 East Main Street  
Lexington, South Carolina 29072  
Telephone: (803) 359-2512  
Facsimile: (803) 359-7478

AS TO THE SPONSOR: Avtec, Inc.  
Michael Branning, President  
4335 Augusta Highway  
Gilbert, South Carolina 29054  
Telephone: (803) 892-2181  
Facsimile: (803) 892-3715

WITH A COPY TO: Parker Poe Adams & Bernstein LLP  
1201 Main Street, Suite 1450 (29201)  
Post Office Box 1509  
Columbia, South Carolina 29202-1509  
Telephone: (803) 255-8000  
Facsimile: (803) 255-8017

**Section 4.2. *Binding Effect.*** This Fee Agreement is binding, in accordance with its terms, upon and inure to the benefit of the Company and the County, and their respective successors and assigns. In the event of the dissolution of the County or the consolidation of any part of the County with any other political subdivision or the transfer of any rights of the County to any other such political subdivision, all of the covenants, stipulations, promises and agreements of this Fee Agreement shall bind and inure to the benefit of the successors of the County from time to time and any entity, officer, board, commission, agency or instrumentality to whom or to which any power or duty of the County has been transferred.

**Section 4.3. *Counterparts.*** This Fee Agreement may be executed in any number of counterparts, and all of the counterparts taken together shall be deemed to constitute one and the same instrument.

**Section 4.4. *Governing Law.*** This Fee Agreement and all documents executed in connection herewith shall be construed in accordance with and governed by the laws of the State.

**Section 4.5. *Headings.*** The headings of the articles and sections of this Fee Agreement are inserted for convenience only and shall not be deemed to constitute a part of this Fee Agreement.

**Section 4.6. *Amendments.*** The provisions of this Fee Agreement may only be modified or amended in writing by an agreement or agreements entered into between the parties.

**Section 4.7. *Further Assurance.*** From time to time the County agrees to execute and deliver to the Company such additional instruments as either may reasonably request to effectuate the purposes of this Fee Agreement.

**Section 4.8. *Severability.*** If any provision of this Fee Agreement is declared illegal, invalid or unenforceable for any reason, the remaining provisions hereof shall be unimpaired, and such illegal, invalid or unenforceable provision shall be reformed so as to most closely effectuate the legal, valid and enforceable intent thereof and so as to afford the Company with the maximum benefits to be derived herefrom, it being the intention of the County to offer the Company the strongest inducement possible to locate the Project in the County.

**Section 4.9. *Limited Obligation.*** THE PROJECT SHALL GIVE RISE TO NO PECUNIARY LIABILITY OF THE COUNTY OR ANY INCORPORATED MUNICIPALITY NOR TO ANY CHARGE AGAINST ITS GENERAL CREDIT OR TAXING POWER.

**Section 4.10. *Force Majeure.*** No party hereto shall be responsible for any delays or non-performance caused in whole or in part, directly or indirectly, by strikes, accidents, freight embargoes, fire, floods, inability to obtain materials, conditions arising from government orders or regulations, war, an act of terrorism or national emergency, acts of God, and any other cause, similar or dissimilar, beyond such party's reasonable control.

**Section 4.11. *Execution Disclaimer.*** Notwithstanding any other provision, the County is executing as statutory accommodation to assist the Company in achieving the intended benefits and purposes of the Act. The County has made no independent legal or factual investigation regarding the particulars of this transaction and it executes in reliance upon representations by the Company that this document complies with all laws and regulations, particularly those pertinent to industrial development projects in South Carolina.

IN WITNESS WHEREOF, the County, acting by and through the County Council, has caused this Fee Agreement to be executed in its name and on its behalf by the Chairman of County Council and to be attested by the Clerk to County Council; and the Company has caused this Fee Agreement to be executed by a duly authorized officer, all as of the day and year first above written.

LEXINGTON COUNTY, SOUTH CAROLINA

---

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

(SEAL)  
ATTEST:

---

Diana W. Burnett, Clerk to Council  
Lexington County Council

*[Signature Page to Fee in Lieu of Ad Valorem Tax Agreement dated as of June 14, 2012]*

AVTEC, INC.

---

BY  
ITS

*[Signature Page to Fee in Lieu of Ad Valorem Tax Agreement dated as of June 14, 2012]*

**EXHIBIT A**  
**PROPERTY DESCRIPTION**

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

Commencing at South Carolina Geodetic Survey station LEX 347, having NAD 83(2007) state plane grid coordinates of X=1,930,867.92 Y=774,912.05; thence running N 82°10'08" W for a distance of 152.46 feet to a 1/2" rebar iron pin found on the northern right-of-way of Bruner Road approximately 10.8' north of its intersection with the northern right-of-way of state secondary road S-32-626, also known as Glassmaster Road, at lands now or formerly of Dwight C. Corley, said 1/2" rebar being the **Point of Beginning**; thence turning and running along lands now or formerly of Dwight C. Corley S 67°21'10" W for a distance of 45.13 feet to a 1/2" rebar iron pin found on the northern right-of-way of Glassmaster Road; thence turning and running along said right-of-way Glassmaster Road the following four courses: 1) along a curve to the left having a radius of 383.08 feet, a length of 76.96 feet, and being subtended by a chord bearing S 71°57'10" W for a distance of 76.83 feet to a 5/8" rebar and cap iron pin set; 2) S 66°11'51" W for a distance of 176.20 feet to a 5/8" rebar and cap iron pin set; 3) N 23°48'09" W for a distance of 8.00 feet to a 5/8" rebar and cap iron pin set; 4) S 66°11'51" W for a distance of 118.96 feet to a 5/8" rebar and cap iron pin set at lands now or formerly of Rita K. Nease; thence turning and running along lands now or formerly of Rita K. Nease the following two courses: 1) N 15 °29'44" W for a distance of 383.70 feet to 1-1/2" pipe iron pin found; 2) S 66°37'00" W for a distance of 100.00 feet to a 1" rod iron pin found at lands now or formerly of Thomas A. and Thomasina Thompson; thence turning and running along lands now or formerly of Thomas A. and Thomasina Thompson S 66°25'58" W for a distance of 100.05 feet to a 3/4" pipe iron pin now or formerly of James R. Marlowe, Jr.; thence turning and running along lands now or formerly of James R. Marlowe, Jr. N 15°35'18" W for a distance of 28.32 feet to a 1-1/4" pipe iron pin found at lands now or formerly of Nancy E. Stoughton, Trustee; thence turning and running along lands now or formerly of Nancy E. Stoughton, Trustee the following three courses: 1) N 72°22'32" E for a distance of 30.55 to a 2" axle iron pin found; 2) N 18°21'01" W for a distance of 100.05 feet to a 1-1/4" metal bar iron pin found; 3) N 15°58'25" W for a distance of 75.13 feet to a 1/2" pinchtop iron pin found at lands now or formerly of Rebecca D. Harmon, Trustee; thence turning and running through lands now or formerly of Rebecca D. Harmon, Trustee the following six courses: 1) N 71°37'57" E for a distance of 86.40 feet to a 5/8" rebar and cap iron pin set; 2) N 18°22'03" W for a distance of 3.74 feet to a 5/8" rebar and cap iron pin set; 3) along a curve to the left having a radius of 65.00 feet, a length of 76.59 feet, and being subtended by a chord bearing N 37°52'37" E for a distance of 72.23 feet to a 5/8" rebar and cap iron pin set; 4) S 79°04'18" E for a distance of 17.03 feet to a 5/8" rebar and cap iron pin set; 5) N 66°18'29" E for a distance of 579.25 feet to a 5/8" rebar and cap iron pin set; 6) S 23°41'31" E for a distance of 517.26 feet to a 5/8" rebar and cap iron pin set on the northern right-of-way of Bruner Road; thence turning and running along the northern right-of-way of Bruner Road the following three courses: 1) S 66°14'50" W for a distance of 65.03 feet to a 5/8" rebar and cap iron pin set; 2) along a curve to the left having a radius of 190.07 feet, a length of 169.85 feet, and being subtended by a chord bearing S 40°38'48" W for a distance of 164.25 feet to a 5/8" rebar and cap iron pin set; 3) S 15°02'46" W for a distance of 34.74 feet to the place and **Point of Beginning**; said tract containing 8.932 acres, all measurements being a little more or less.

Portion of TMS# 5497-04-005: approximately 6 acres

Portion of TMS# 5497-04-034: approximately 2.9 acres

**EXHIBIT B  
JOINDER AGREEMENT**

Reference is hereby made to that Fee Agreement effective June 14, 2012 (“Fee Agreement”), between Lexington County, South Carolina (“County”), and Avtec, Inc. (“Company”).

**1. Joinder to Fee Agreement.**

The undersigned hereby (a) joins as a part to, and agrees to be bound by and subject to all of the terms and conditions of, the Fee Agreement; (b) acknowledges and agrees that (i) in accordance with Section 3.13 of the Fee Agreement, the undersigned has been designated as a Sponsor Affiliate by the Company for purposes of the Project and such designation has been consented to by the County pursuant to a Resolution adopted by the County on [ ]; (ii) the undersigned qualifies or will qualify as a Sponsor Affiliate under the Fee Agreement and Section 12-44-30(A)(19) and Section 12-44-130 of the Act; and (iii) the undersigned shall have all of the rights and obligations of a Sponsor Affiliate as set forth in the Fee Agreement.

**2. Capitalized Terms.**

All capitalized terms used but not defined in this Joinder Agreement shall have the meanings set forth in the Fee Agreement.

**3. Governing Law.**

This Joinder Agreement shall be governed by and construed in accordance with the laws of the State of South Carolina, without regard to principles of choice of law.

IN WITNESS WHEREOF, the undersigned has executed this Joinder Agreement to be effective as of the date set forth below.

\_\_\_\_\_  
Date

\_\_\_\_\_  
Name of Entity

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

Name: \_\_\_\_\_

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

Address: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

IN WITNESS WHEREOF, the Company consents to the addition of the above-named entity becoming a Sponsor Affiliate under the Fee Agreement effective as of the date set forth above.

\_\_\_\_\_  
Date

**AVTEC, INC.**

By \_\_\_\_\_

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



**ORDINANCE 12-06**  
**AN ORDINANCE ADOPTING AN ANNUAL BUDGET FOR**  
**FISCAL YEAR 2012-2013**

**WHEREAS**, South Carolina Code § 4-9-120 and § 4-9-130 require that County Council shall adopt an annual budget; and

**WHEREAS**, the annual budget shall be based upon estimated revenues and shall provide appropriations for County operations and debt service for all County departments and agencies.

**NOW, THEREFORE**, be it ordained and enacted by the Lexington County Council as follows:

**SECTION 1 - GENERAL**

The fiscal year 2012-2013 County budget for Lexington County, South Carolina, a copy of which is attached hereto and incorporated herein by way of reference, is hereby adopted.

**SECTION 2 – COUNTY-WIDE TAX LEVY**

There shall be levied, for County operations and for County designated millage agencies (Midlands Technical College and Riverbanks Park) on all taxable property in Lexington County, sufficient taxes to fund the referenced budget in the number of mills allowed in Code Section 6-1-320.

County Ordinary	22.743
Law Enforcement	30.379
Fire Service	15.986
Library	6.211
Solid Waste	7.889
Indigent Care	0.887
<b>Total County Operating Millage</b>	<b>84.095</b>
Midlands Technical College	2.970
Midlands Tech – Capital	1.404
Riverbanks Park	1.093
Mental Health	0.508

**SECTION 3 - DEBT SERVICE TAX LEVY**

The County Auditor is hereby authorized and directed to levy millages for all county and special district debt service funds in amounts sufficient to retire their respective debts.

**SECTION 4 – SPECIAL PURPOSE DISTRICT TAX LEVY**

There shall be levied, for the special purpose districts (Lexington County Recreation and Aging Commission, Irmo-Chapin Recreation Commission, and Irmo Fire District) on all taxable property in their respective districts, sufficient taxes to fund their respective budgets in the number of mills, allowed in Code Section 6-1-320.

Lexington Recreation Commission	12.315
Irmo-Chapin Recreation Commission	13.354
Irmo-Fire District	15.986

**SECTION 5 - BUDGETARY ESTIMATES**

Anticipated revenues are stated as estimates and the respective appropriations are maximum and conditional. Should actual funding sources for any such fund be less than projected, the Administrator shall reduce budgeted expenditures attributable to said fund.

**SECTION 6 - BUDGETARY CONTROL**

Departments and/or other organizational units are bound to the appropriated expenditures incorporated herein. Upon the written request of the department head, the County Administrator, or his designated representative, is hereby authorized to effect transfers between line items.

Any departments which overspend their spending levels for two consecutive months shall have sufficient personnel in their department removed from the County payroll to fully compensate, prior to June 30, 2013, the impending overrun.

**SECTION 7 - LINE ITEM CARRYOVERS**

Any line items previously appropriated and/or properly encumbered as of June 30, 2012, shall be carried forward as an appropriation of fiscal year 2012-2013 upon the recommendation of the County Administrator, and by passage of a budgetary amendment resolution by County Council.

**SECTION 8 - NEW GRANTS**

Grant funds applied for or received after the budget year, and therefore not stated in this budget ordinance, shall, by passage of a budgetary amendment resolution by County Council authorizing the acceptance of the grant and its appropriations, be accounted for in appropriate special revenues funds. The specific grant provisions shall direct the manner of expenditure of these funds.

**SECTION 9 - OTHER MISCELLANEOUS RECEIPTS**

Revenues other than those originally budgeted may be expended as directed by their respective revenue source after they are accepted and appropriated by the County Council by passage of the budgetary amendment resolution. Such funds include, but are not limited to, contributions, donations, special events, insurance and similar recoveries. These funds may be appropriated for any costs or overruns or new projects upon approval of County Council.

**SECTION 10 - LINE OF CREDIT AUTHORIZATION**

From time to time it may be necessary for the administration of the County (or any other agency for which the county levies taxes) to borrow in anticipation of tax revenues to guarantee continuity in regular operations. To provide for such contingencies, the administration of the county (or the respective agencies) is hereby authorized to borrow in anticipation of ad valorem tax collections. Such authorization may only be exercised upon certification of need by both the County Treasurer and the Finance Director (or the CEO of the agency and the Chief Financial Officer) and any amount borrowed must be obtained at the lowest possible interest rate and repaid as quickly as practical.

**SECTION 11 - SEVERABILITY**

If for any reason any provision of this Ordinance shall be declared invalid or unconstitutional, such shall not affect the remaining provisions of this Ordinance.

This Ordinance shall become effective July 1, 2012.

Enacted this \_\_\_\_\_ day of \_\_\_\_\_, 2012.

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

ATTEST:

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

- First Reading:
- Second Reading:
- Public Hearing:
- Third & Final Reading:
- Filed w/Clerk of Court:



## COMMITTEE REPORT

**RE:** Paul Coverdell Grant Application

**DATE:** May 24, 2012

**COMMITTEE:** Justice

**MAJORITY REPORT:** Yes

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The Justice Committee met on Tuesday, May 22, 2012, to review an application request from the Sheriff's Department for the Paul Coverdell Grant.

Colonel Allen Paavel presented a request to apply for the Paul Coverdell Grant in the amount of \$23,900. There is no County match required. The funds will be used to purchase Forensic Lab Module software and an evidence cart.

The Justice Committee voted unanimously to recommend that full Council approve staff's request to apply for the grant.

**ORDINANCE NO. 12-07**

**AN ORDINANCE AMENDING SECTION D(3) OF ORDINANCE 07-18 SO AS TO ALLOW THE POTENTIAL ADDITION OF OTHER JOINT PARK PROPERTY TO BE SUBJECT TO THE FEE IN LIEU OF TAX DISTRIBUTION PROCEDURE AS SET FORTH IN SECTION D(3) OF ORDINANCE 07-18.**

WHEREAS, County Council has previously determined that it would be fair and reasonable to distribute the fee in lieu of tax (FILOT) received from the Saxe Gotha Park among all the school districts in Lexington County; and

WHEREAS, the County has expended money in regard to the creation of other Joint Parks; and

WHEREAS, County Council has determined that there may be additional Joint Park property where it would be reasonable for the school district portion of the FILOT to be distributed among the various school districts; and

**NOW THEREFORE, BE IT ORDAINED AND ENACTED BY THE LEXINGTON COUNTY COUNCIL, AS THE GOVERNING BODY OF LEXINGTON COUNTY, SOUTH CAROLINA, IN MEETING DULY ASSEMBLED AS FOLLOWS:**

Section 10 of Ordinance 95-12, which was subsequently amended by Ordinance 96-2, which was subsequently amended by Ordinance 97-15 and which was thereafter amended by Ordinance 07-18, is hereby amended as follows:

**Section 1.** Section D (3) is hereby amended to state as follows:

The FILOT received from the Saxe Gotha Industrial Park and any other Joint Park property as may hereafter be designated and added by Resolution of County Council, for the school district portion of the fee, shall be paid to each of the five Lexington County school districts based on the following terms:

- (1) Fifty (50) percent of the property tax received shall be paid on the basis of the school district's prior year 135 day average daily membership (ADM) as compared to all the ADM's of all the school districts for the prior year, excluding from the calculation, the ADM attributable to any portion of a school district not within Lexington County.

- (2) Fifty (50) percent of the property tax received shall be paid on the basis of the school district's Lexington County population according to the most recent United States Census as compared to the population of the County as a whole, also, according to the most recent United States Census.

Except as stated herein for distribution of the school fee for the Saxe Gotha Park property and any other Joint Park property that may be added as set forth herein, all other terms set forth in Section 10 shall be applicable to all such properties.

**Section 2.** All provisions of prior Ordinances not specifically amended herein shall remain valid.

**Section 3.** Effective date: This Ordinance shall become effective upon its enactment.

Enacted this \_\_\_\_ day of \_\_\_\_\_, 2012.

LEXINGTON COUNTY, SOUTH CAROLINA

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William B. Banning  
Chairman, Lexington County Council

ATTEST:

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Diana W. Burnett  
Clerk to Council

Date of First Reading: \_\_\_\_\_  
Date of Second Reading: \_\_\_\_\_  
Date of Public Hearing: \_\_\_\_\_  
Date of Third Reading: \_\_\_\_\_