

**AGENDA
LEXINGTON COUNTY COUNCIL
Committee Meetings**

July 23, 2013

**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.**

If special accommodations are needed to participate in this public meeting, please contact the Lexington County Council Office at (803) 785-8103 or dburnett@lex-co.com at least two business days prior to the scheduled meeting date.

1:00 p.m. - 2:00 p.m. - Economic Development

- (1) Resolution-R13-1- Distribution of FILOT Revenue (Goal 3) - Planning & GIS - Charlie Compton, Director of Planning and GIS A
- (2) Chapin Business and Technology Park (CBTP) - Phase 2 Engineering Services - Economic Development - Chuck Whipple, Director; Randy Edwards, County Engineer B
- (3) Ansaldo Park Discussions - Economic Development - Chuck Whipple, Director..... C
- (4) Old Business/New Business
- (5) Adjournment

2:00 p.m. - 2:15 p.m. - Justice

- (1) Additional SROs (Goal 1) - Sheriff's Department - Col. Allan Pavvel..... D
- (2) Old Business/New Business
- (3) Adjournment

2:15 p.m. - 2:50 p.m. - Public Works & Solid Waste Management

- (1) Kinley Creek Watershed Flood Mitigation Plan - Public Works - Wrenn Barrett, Director of Public Works..... E
- (2) Limestone Road Engineering Request - Public Works - Wrenn Barrett, Director of Public Works; Randy Edwards, County Engineer F
- (3) Green is Good for Business Conference Sponsorship - Public Works - Synithia Williams/Environmental Coordinator G
- (4) Old Business/New Business
- (5) Adjournment

2:50 p.m. - 4:15 p.m. - Committee of the Whole

- (1) Meeting of May 7, 2013 Budget Worksession - Approval of Minutes..... H
- (2) Possible Executive Session if Time Permits
- (3) Old Business/New Business
- (4) 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
D. Summers, V Chairman
J. Kinard
B. Keisler
T. Cullum

Justice

J. Kinard, Chairman
J. Jeffcoat, V Chairman
K. Collins
B. Keisler
D. Summers

Public Works & Solid Waste Management

T. Cullum, Chairman
D. Summers, 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
K. Collins
D. Summers
B. Keisler
B. Matthews
T. Cullum

**AGENDA
LEXINGTON COUNTY COUNCIL**

July 23, 2013

**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**

If special accommodations are needed to participate in this public meeting, please contact the Lexington County Council Office at (803) 785-8103 or dburnett@lex-co.com at least two business days prior to the scheduled meeting date.

4:30 P.M. - COUNCIL CHAMBERS

Call to Order/Invocation

Pledge of Allegiance

Chairman's Report

Presentation

- (1) Green Business Member Recognition - Public Works - Synithia Williams/Environmental Coordinator and Amanda Edwards/Recycling Coordinator I

Administrator's Report

Appointments

- (1) Boards and Commissions J

Bids/Purchases/RFPs

- (1) 2013 Full Depth Reclamation Program - Public Works..... K
- (2) Auto Body Repairs for County Vehicles and County Emergency Vehicles (Term Contract) - Fleet Service..... L
- (3) Caron Traction and Contour Pin-On Caps (Sole Source) - Solid Waste Management M
- (4) Fleet Vehicle Replacement and Accessories - Sheriff's Department N
- (5) Fleet Vehicle Replacements - Countywide..... O
- (6) One (1) Water Truck Replacement - Solid Waste Management P
- (7) S-48 (Columbia Avenue) Corridor Improvements - Public Works Q

Approval of Minutes

- (1) Meeting of June 11, 2013 R

Ordinance

- (1) Ordinance 13-06 - Ordinance Authorizing the Execution & Delivery of a First Amendment to Fee In Lieu of Tax and Incentive Agreement Between Lexington County, South Carolina and

Owen Electric Steel Company of South Carolina D/B/A CMC Steel South Carolina (Formerly D/B/A SMI Steel South Carolina) and Its Affiliates and Project Sponsors to Provide for an Additional Investment in Lexington County by Owen Steel Company of South Carolina D/B/A CMC Steel South Carolina and Affiliates and Project Sponsors; and Matters Related Thereto - 2nd Reading..... S

Committee Reports

Economic Development, J. Jeffcoat, Chairman

(1) Chapin Business and Technology Park (CBTP) - Phase 2 Engineering B

Justice, J. Kinard, Jr., Chairman

(1) Additional SROs (Goal 1) D

Public Works & Solid Waste Management, T. Cullum, Chairman

(1) Kinley Creek Watershed Flood Mitigation..... E

(2) Green is Good for Business Conference Sponsorship..... G

County Transportation, B. Banning, Sr, Chairman

(1) Limestone Road Engineering..... F

Budget Amendment Resolutions

6:00 P.M. - Public Hearing

(1) Ordinance 13-06 - Ordinance Authorizing the Execution & Delivery of a First Amendment to Fee In Lieu of Tax and Incentive Agreement Between Lexington County, South Carolina and Owen Electric Steel Company of South Carolina D/B/A CMC Steel South Carolina (Formerly D/B/A SMI Steel South Carolina) and Its Affiliates and Project Sponsors to Provide for an Additional Investment in Lexington County by Owen Steel Company of South Carolina D/B/A CMC Steel South Carolina and Affiliates and Project Sponsors; and Matters Related Thereto..... T

OLD BUSINESS/NEW BUSINESS

EXECUTIVE SESSION/LEGAL BRIEFING

MATTERS REQUIRING A VOTE AS A RESULT OF EXECUTIVE SESSION

ADJOURNMENT

RESOLUTION
R13-1

THE COUNCIL FOR THE COUNTY OF LEXINGTON, SOUTH CAROLINA, MEETING IN GENERAL SESSION THE 23RD DAY OF JULY, TWO THOUSAND AND THIRTEEN, ADOPTED THE FOLLOWING:

WHEREAS, Lexington County Council has, as part of its Strategic Planning process, determined that Economic Development is to be a priority in Lexington County; and

WHEREAS, there are a limited number of strategically located, high visibility, high demand sites available for development that can provide quick exposure and sale within Lexington County; and

WHEREAS, Lexington County Council has utilized bonding for economic development which are to be repaid by the levy of a countywide debt millage; and

WHEREAS, it is the desire of the Lexington County Council to assist all five school districts located in Lexington County by providing additional funding and, thereby reduce the need for routine annual millage increases.

NOW THEREFORE, BE IT RESOLVED by the Lexington County Council:

1. To share the designated school portion of the respective FILOT payments from projects located in the designated industrial parks among all five school districts located within Lexington County no matter where the actual project is located.
2. Each project will be accounted separately regarding expenses and disbursements.
3. Expenditures by the County to develop each project must be recovered prior to the commencement of the disbursements.
4. The division of the school district portion of the FILOT payments will be in accordance to Ordinance 07-18 adopted December 11, 2007.
5. An economic development fund will be established going forward from the date of this resolution where five percent of the County ordinary portion of each FILOT payment will be set aside for future economic development projects with the goal being to avoid future bonding needs. Disbursements from this account must be approved by a majority of Lexington County Council.
6. The Lexington County Treasurer will disburse the qualifying FILOT payments, after verification of the satisfaction of expenses by the Finance Department, within 60 days of receipt of said FILOT payments.
7. The Lexington County Finance Department will furnish the Lexington County Council, in January of each year, a 10-year projection of all current projects which are in qualifying Industrial Parks and which are subject to the FILOT payments in a project by project format.

William B. Banning, Sr., Chairman

Johnny W. Jeffcoat, Vice Chairman

James E. Kinard, Jr.

Frank J. Townsend, III

Kent Collins

Debra B. Summers

Bobby C. Keisler

K. Brad Matthews

M. Todd Cullum

ATTEST:

Diana W. Burnett, Clerk

****This page intentionally left blank****

****This page intentionally left blank****



Lexington County Sheriff's Department
Administrative Bureau

MEMORANDUM

TO: Mr. Bill Banning, Chairman, Lexington County Council
Mr. Joe Mergo, Administrator, County of Lexington

FROM: Colonel Allan Paavel, Administrative Bureau Commander *ASP*

DATE: July 8, 2013

RE: Request for Additional School Resource Officers-
Lexington-Richland School District Five

On July 5, 2013 Lexington-Richland School District Five, through District Superintendent Dr. Stephen Hefner, requested the addition of five school resource officer positions for the elementary schools in the Lexington County portion of the district. These five school resource officers are in addition to the one elementary school position already approved in our FY 2014 budget. Lexington-Richland School District Five will fund 100% of the salary, equipment, and operating costs under this contract for the first year. Subsequent years will be negotiated, year by year, dependent upon available funding.

Dr. Hefner has confirmed the availability of funding for these additional positions; and the Lexington County Sheriff's Department is prepared to provide the requested personnel. Dr. Hefner is aware of the protracted time frame required to select and train this number of school resource officers.

The Lexington County Sheriff's Department is asking for approval of this request for five additional school resource officers for Lexington-Richland School District Five. The budget summary documents are also attached.

COUNTY OF LEXINGTON
 SCHOOL DISTRICT # 5
 Annual Budget
 FY 2013-14 Estimated Revenue

NEW PROGRAM

| Object Code | Revenue Account Title | Requested 2013-14 | Recommend 2013-14 | Approved 2013-14 |
|---|-------------------------------|-----------------------|----------------------|---------------------|
| * LE - School District # 5 2641: | | | | |
| Revenues: | | | | |
| 456100 | Program Income | 630,000 | | |
| 461000 | Investment Interest | <u>0</u> | | |
| 801000 | Op Trn from General Fund/LE | <u>0</u> | | |
| | ** Total Revenue | <u>630,000</u> | | |
| | ***Total Appropriation | <u>630,000</u> | | |
| | | | | |
| FUND BALANCE | | | | |
| | Beginning of Year | <u>0</u> | | |
| | | | | |
| FUND BALANCE - Projected | | | | |
| | End of Year | <u><u>0</u></u> | | |

* School District has agreed to pay 100% for a Vocational Education Program.

COUNTY OF LEXINGTON
SCHOOL DISTRICT # 5
Annual Budget
Fiscal Year - 2013-14

NEW PROGRAM

Fund: 2641
Division: Law Enforcement
Organization: 151200 - LE/Operations

New Positions

| Object Expenditure Code Classification | (5) SROs - School District 5 Grade 13 | BUDGET | | |
|---|--|----------------------|----------------------|---------------------|
| | | 2013-14 Requested | 2013-14 Recommend | 2013-14 Approved |
| Personnel | | (1) SRO | (5) SROs | |
| 510100 Salaries & Wages - 1 - 4% above minimum | 43,760 | | 218,800 | |
| 510199 Special Overtime | 0 | | 0 | |
| 511112 FICA - Employer's Portion - 7.65% | 3,348 | | 16,740 | |
| 511114 Police Retirement - Employer's Portion - 12.84% | 5,619 | | 28,095 | |
| 511120 Insurance Fund Contribution - 1 - \$7,800 annual | 7,800 | | 39,000 | |
| 511130 Workers Compensation - 3.36% | 1,470 | | 7,350 | |
| * Total Personnel | 61,997 | | 309,985 | |
| Operating Expenses | | | | |
| 520233 Towing Services | 65 | | 325 | |
| 521000 Office Supplies | 120 | | 600 | |
| 521200 Operating Supplies | 300 | | 1,500 | |
| 521208 Police Supplies | 300 | | 1,500 | |
| 522300 Vehicle Repairs & Maintenance - 1 | 1,000 | | 5,000 | |
| 524100 Vehicle Insurance - 1 | 546 | | 2,730 | |
| 524201 General Tort Liability Insurance | 745 | | 3,725 | |
| 524202 Surety Bonds - 1 | 0 | | 0 | |
| 525004 WAN Service Charges - 1 | 468 | | 2,340 | |
| 525020 Pagers & Cell Phones - 1 | 0 | | 0 | |
| 525030 800 MHz Radio Service Changes - 1 | 681 | | 3,405 | |
| 525041 E-mail Service Charges - 1 | 81 | | 405 | |
| 525210 Conference, Meeting & Training Expense | 2,000 | | 10,000 | |
| 525230 Subscriptions, Dues & Books | 40 | | 200 | |
| 525400 Gas, Fuel and Oil | 6,000 | | 30,000 | |
| 525600 Uniforms & Clothing | 3,000 | | 15,000 | |
| * Total Operating | 15,346 | | 76,730 | |
| ** Total Personnel & Operating | 77,343 | | 386,715 | |
| Capital | | | | |
| 540000 Small Tools & Minor Equipment | 325 | | 1,625 | |
| (5) Drivers License Barcode Scanner | 350 | | 1,750 | |
| (5) Electronic Control Device w/ Acc. | 1,602 | | 8,010 | |
| (5) Personal Protective Equipment Kit | 880 | | 4,400 | |
| (5) 800 MHz Digital Encrypt Radios | 5,100 | | 25,500 | |
| (5) Ruggedized Laptops w/ Mount | 5,300 | | 26,500 | |
| (5) Handguns w/ Accessories | 600 | | 3,000 | |
| (5) Marked Utility Vehicle w/ Accessories | 31,500 | | 157,500 | |
| (5) MCT/MFR Licensing | 3,000 | | 15,000 | |
| ** Total Capital | 48,657 | | 243,285 | |
| *** Total Budget Appropriation | 126,000 | | 630,000 | |

SECTION V. – PROGRAM OVERVIEW

Subsequent to the approval of our fiscal year 2014 budget, Lexington-Richland School District Five Board of Trustees approved 100% funding for five (5) additional SRO positions.

SECTION VI. B. - LISTING OF POSITIONS

Additional Staffing Level:

| | <u>Positions</u> | <u>Full Time Equivalent</u> | | <u>Total</u> | <u>Grade</u> |
|-------------------------|------------------|-----------------------------|-------------------|--------------|--------------|
| | | <u>General Fund</u> | <u>Other Fund</u> | | |
| School Resource Officer | 5 | | 5 | 5 | 13 |

SECTION VI. C. - OPERATING LINE ITEM NARRATIVES

520233 – TOWING SERVICE \$ 325

Wrecker services must be paid for the towing of County Vehicles and seized vehicles. The cost for a County Vehicle is \$65. The amount budgeted assumes each vehicle will be towed once during the fiscal year.

521000 - OFFICE SUPPLIES \$ 600

Major expenditures in this account are folders, pens, laser printer cartridges etc. required for preparation of case files. The amount budgeted is an estimate of \$120 per year per officer.

521200 - OPERATING SUPPLIES \$ 1,500

The greatest expenditure in this account is crime scene processing supplies, recording media for evidence purposes and court trials of investigative and traffic cases. Departmental standards require that evidence media not be re-used, necessitating the need for more media. Evidence bags, disposable gloves, fingerprint kits, evidence boxes, evidence labels, hazardous waste disposal kits, etc, must be used to process criminal investigative cases according to SC Code of Laws and Federal laws. The conversion to digital images will continue to reduce the amount of film and film processing needed. The amount budgeted is an estimate of \$300 per year per officer.

521208 - POLICE SUPPLIES \$ 1,500

Officers must be supplied with items such as flashlights, batteries, handcuffs, summons books, holders, etc. to perform daily job duties. Ticket books, restraint devices to include handcuffs, sheriff's notebooks, badge, traffic wand for flashlight and pepper spray is a partial list of the items that will be needed. The amount budgeted is an estimate of \$300 per year per officer.

522300 - VEHICLE REPAIRS & MAINTENANCE \$ 5,000

These vehicles require periodic maintenance and the estimated annual cost per vehicle is \$1,000.

524100 - VEHICLE INSURANCE \$ 2,730

The budget amount per vehicle is the estimate provided by the County's Risk Manager, \$546 per vehicle.

524201 - GENERAL TORT LIABILITY INSURANCE \$3,725

General tort liability insurance amounts as allocated based on number of personnel. The budget amount is the estimate provided by the County's Risk Manager, \$745 per officer.

524202 – SURETY BOND \$ 0

Surety bonds will not be paid again until fiscal year 2015.

525004 – WAN SERVICE CHARGES \$ 2,340

This account is used to pay connection charges for wide area networks. Each deputy has an air card that enables access to our entire network from the vehicle. The cost per month is \$39 per deputy for an annual cost per officer of \$468.

525030 – 800 MHz RADIO SERVICE CHARGES **\$ 3,405**

The 800 MHz radios are required for communication. We have five sites to obtain complete coverage. The amount budgeted does not consider the 10% legislative discount we are currently receiving because we have no guarantee that this will continue next fiscal year. The cost per radio per year is \$681.

525041 – E-MAIL SERVICE CHARGES **\$ 405**

E-mail service is a vital tool for communication among all individuals not just within Lexington County.
\$6.75 per month per user = \$81 annually per position.

525210 – CONFERENCE, MEETING & TRAINING EXP. **\$ 10,000**

To meet requirements for certification, SC Code of Laws, Section 23-23-10 training must be attended. These include: Class I enforcement personnel (40 hours/3 years), Class III dispatch personnel (in-service legal updates) and reserve officer (in-service once a month). This reflects in-house training needs required by law and Accreditation standards to provide to personnel. The academy does not teach these courses, and in many cases, employees must be sent outside the county for training so that they may maintain their certification and acquire advancement in technical fields. The estimated annual cost per officer is \$2,000.

525230 - SUBSCRIPTIONS, DUES & BOOKS **\$ 200**

Various subscriptions and memberships are needed as they relate to law enforcement statistics, training, and legal updates. These subscriptions and organizational memberships provide information that assist with the daily management, operations, and industry trends. The estimate per year per officer is \$40.

525400 - GAS, FUEL & OIL **\$ 30,000**

The budget amount assumes \$6,000 per officer.

525600 - UNIFORMS & CLOTHING **\$ 15,000**

Uniforms are requested under Section 23-13-30 of the SC Code of Laws. Each officer receives replacement uniforms 2 times a year. The estimated annual cost per officer is \$3,000.

SECTION VI. D. - CAPITAL LINE ITEM NARRATIVES

540000 - SMALL TOOLS AND MINOR EQUIPMENT \$ 1,625

These items are needed by each officer to perform the duties assigned. The items to be purchased from this account for each officer are as follows:

Digital Cameras w/Case & Memory Card \$125
Rechargeable Flashlights with car chargers \$100
Digital Recorders \$100
Total for small tools and minor equipment per officer is \$325

(5) DRIVERS LICENSE BARCODE SCANNERS \$ 1,750

Each officer needs these scanners to read the bar codes on the back of the driver's license. This reduces data entry of data already available and increases the efficiency and accuracy of the data captured. The total estimated cost per officer is \$350.

(5) ELECTRONIC CONTROL DEVICES WITH ACCESSORIES \$ 8,010

Electronic Control Devices are becoming an effective way to issue less lethal force when needed to detain combative subjects. One electronic control device with accessories consist of the electronic control device, a duty holster, four (4) training cartridges, and four (4) duty cartridges. The total estimated cost per officer is \$1602.

(5) PERSONAL PROTECTIVE EQUIPMENT KITS \$ 4,400

These personal protective equipment kits are used in the event of a hazardous chemical or substance spill. These kits are needed for our road patrol units to keep them OSHA compliant. The total estimated cost per officer is \$880.

(5) 800 MHz RADIOS \$ 25,500

These radios are needed for officer safety. They enable the officer to communicate with County Communication and the reverse. The total estimated cost per officer is \$5100.

(5) RUGGEDIZED COMPUTERS W/ACCESSORIES TO INCLUDE VEHICLE MOUNT \$ 26,500

These computers are transported in the deputy's vehicles and are required for records management. The total estimated cost per officer is \$5300.

(5) HANDGUNS WITH ACCESSORIES \$ 3,000

Handguns are required to perform the duties of a law enforcement officer. The total estimated cost per officer is \$600.

(5) MARKED UTILITY VEHICLES WITH EQUIPMENT \$ 157,500

A marked vehicle is required to perform the duties of an officer. The total estimated cost per officer is \$31500.

(5) MCT/MFR LICENSING

\$ 15,000

This licensing is required for our field reporting and records management system. The total estimated cost per officer is \$3,000.



COUNTY OF LEXINGTON

PUBLIC WORKS DEPARTMENT

MEMORANDUM

DATE: July 16, 2013

TO: Joe Mergo, III, County Administrator

FROM: *EWB* Wrenn Barrett, P.E., Public Works Director

RE: Kinley Creek Watershed Flood Mitigation Plan - Grant Request

In July 2012, Public Works Staff submitted two possible fund sources to develop a planning document that would prioritize flood mitigation projects for the Kinley Creek watershed. At that time, Council approved staff making application to the Department of Natural Resources for a planning grant in the amount of \$150,000. This grant required a local match of 25% amounting to \$37,500 (See Exhibits A thru C for additional information). Unfortunately, the funds for this grant were never made available due to federal cuts in various FEMA programs.

Given this information, staff researched an alternative grant, Planning Assistance to the States (PAS) that is available through the US Army Corps of Engineers (USACE). The PAS grant has a \$500,000 maximum and requires a 50:50 sponsor match. The sponsor is permitted to use in-kind services to cover some or the entire share (See Exhibit D for additional information).

To date, staff has worked with the USACE to develop a draft scope of work at a projected cost of \$332,000. This work would include: a hydrology & hydraulics analysis of the entire Kinley Creek and its major tributaries, an operational analysis of each stormwater pond within the drainage shed; and development of possible mitigation treatments with projected costs.

If approved, the matching funds, \$166,000 are available from several sources: a professional services balance (Account # 1000-121400-520300) in Stormwater Division in the amount of \$112,500; the previously approved grant match in the amount of \$37,500 (account # 2700-121300-539900); and a projected in kind services of \$16,000. The in-kind services are anticipated to include: cross sectional surveys; drainage area map generation; and local flooding surveys performed by the Certified Floodplain Manager.

Upon Council approval, staff will proceed with finalizing the scope of work and obtain a PAS Agreement Grant for the County Attorney's review and County Council approval. This PAS project will have a duration of 12 months, and provide a detailed analysis and identification of the watershed flooding issues. This analysis will provide Lexington County with a plan to pursue and obtain additional grants to fund large and small scale construction projects for the needed improvements within the Kinley Creek Watershed.

REQUESTED ACTION: We hereby request County Council approve Engineering Staff to make application to the USACE and approve the expenditure of \$166,000 in combined cash and in-kind services for this grant match.

FMA Grants

The applications may be submitted June 1 to Dec 2 and may be submitted with the help of DNR or a consultant. The max award is \$150,000. This is a 75/25 match and according to DNR, up to 10% of the match can be in kind services.

FEMA's Flood Mitigation Assistance (FMA) is a pre-disaster grant program that provides funding to states and communities to assist in their efforts to reduce or eliminate the risk of repetitive flood damage to buildings and structures insurable under NFIP.

Communities that are in good standing with the NFIP are eligible to apply for planning and project grants. Communities on probation or suspended under 44 CFR 60 are not eligible for FMA grants. To be eligible for project grants, a community must have a Flood Mitigation Plan that is approved by FEMA.

Communities that do not have a Flood Mitigation Plan approved by FEMA may receive FMA planning grants. The primary purpose of planning grants is to develop or update flood mitigation plans. This plan can be a stand alone plan, or a plan meeting the Disaster Mitigation Act of 2000 requirements in 44 CFR 201 can be used if it also meets the flood mitigation plan requirements in 44 CFR 78.5.

Planning grants may also be awarded for the following activities:

- Contracting for consulting services such as engineering and planning;
- Surveying structures at risk; and
- Assessing repetitive losses.

The following projects are eligible under the FMA program:

- Acquisition of NFIP-insured structures and underlying real property
- Elevation of NFIP-insured residential structures in accordance with 44 CFR 60.3;
- Elevation or dry floodproofing of NFIP-insured non-residential property in accordance with 44 CFR 60.3;
- Relocation of NFIP-insured structures from acquired or restricted real property to sites not prone to flood hazards;
- Demolition of NFIP-insured structures on acquired or restricted real property;
- Other activities that bring an insured structure in accordance with 44 CFR 60.3;

Exhibit A

- Minor physical flood mitigation projects that reduce localized flooding problems and do not duplicate the flood prevention activities of other Federal agencies and that lessen the severity or frequency of flooding and reduce predicted flood damages in localized floodprone areas. These include modification of existing culverts and bridges, installation or modification of floodgates, stabilization of stream banks, and creation of small debris or flood/storm water retention basins in small watersheds. Major structural flood control projects under the purview of the US Army Corps of Engineers are not eligible.

Pre-Disaster Mitigation

The PDM Grants may be submitted from June 1 through November 1. At this time, due to federal budget cuts, funding for PDM grants is on hold.

The Pre-Disaster Mitigation (PDM) program provides funds to states, territories, Indian tribal governments, communities and universities for hazard mitigation planning and the implementation of all hazard mitigation projects prior to a disaster event. These plans and projects reduce the overall risk to the population and structures, while also reducing reliance on funding from actual disaster declarations. PDM grants are awarded on a competitive basis and without reference to state allocations, quotas, or other formula-based allocation of funds. The intent of this program is to reduce overall risk to people and property, while also minimizing the cost of disaster recovery.

Eligible Applicants:

Only the state emergency management agency or a similar office (*i.e.*, the office that has emergency management responsibility) of the state are eligible to apply to FEMA for assistance as applicants under this program. Each state shall designate one agency to serve as the applicant for this program. Each applicant may submit an unlimited amount of sub-applications for eligible planning/project activities that the applicant has reviewed and approved in e Grants.

The designated applicant for the state of South Carolina is the South Carolina Emergency Management Division (SCEMD).

Eligible Sub-Applicants:

The following entities are eligible to apply to the applicant for assistance: state-level agencies including state institutions (*e.g.*, state hospital or university); federally-recognized Native American tribal governments; local governments, including state-recognized tribes, authorized tribal organizations; public colleges and universities; and tribal colleges and universities.

Private non-profit (PNP) organizations and private colleges and universities are not eligible. Sub-Applicants, however, are eligible. Relevant state agencies or local governments may apply to the applicant as the sub-applicant for assistance to benefit the private entity.

Eligible Activities:

Proposed hazard mitigation projects must primarily focus on natural hazards but may also address hazards caused by manmade forces. Funding is restricted to a maximum of \$3 million federal share per project sub-application. The federal share will cover 75 percent of the project cost. Sub-applicants are required to provide the remaining 25 percent in matching funds. All project submissions must have a Benefit Cost Analysis of 1 or greater.

The following are examples of eligible mitigation projects:

Repetitive Flood Claims Program

D.1 Eligible Properties

Residential or non-residential (commercial) properties that have received one or more NFIP insurance payments are eligible for RFC funds. Properties included in a subapplication must be NFIP-insured at the time of the application submittal. Flood insurance must be maintained at least through completion of the mitigation activity.

D.2 Increased Federal Share of Costs

An application may be submitted for RFC funding if neither the Applicant nor the subapplicant can currently meet the FMA non-Federal share requirement. For RFC, FEMA may contribute up to 100 percent of the project cost. **The Application and the subapplication must include certification (e.g., signed letter from an authorized local government official) explaining why the FMA cost-sharing requirement cannot be met.** If a project to mitigate this particular property was previously identified on a subapplication for HMA funding and the project was not funded, the Applicant or subapplicant must explain why the 25-percent non-Federal cost share is no longer available for this project.

D.3 Selection

FEMA will rank all eligible mitigation project subapplications on the basis of the greatest savings to the NFIF as demonstrated by the verified project aggregate BCR. All projects will be ranked from highest verified BCR to lowest verified BCR. FEMA will consider the national ranking and program priorities in determining which projects are identified for further review up to the amount of funds available for the RFC program.

Products and Services



U.S. Army Corps
of Engineers®
Charleston District

Section 22 – Planning Assistance to States (PAS)

Point of Contact: Pat O'Donnell
Phone: 843-329-8050
E-mail: Patrick.E.ODonnell@usace.army.mil

What is it?

Section 22 is an authority granted to the U.S. Army Corps of Engineers to cooperate with states and Federally recognized Native American tribes to provide planning assistance in any matters related to water resources. No design or construction is authorized under this program. Examples of services that can be performed under this authority include data collection, master drainage planning, surveying, floodplain inventories and pipe network analyses.

Who can apply?

Any non-Federal government entity can serve as the Sponsor for a Section 22 study. All it takes is a simple request to the local Corps office and a representative will discuss your problem with you and let you know if you qualify for the program.

What does it cost?

- All study costs are shared at a rate of 50% Federal, 50% Sponsor. The Sponsor may contribute their share as in-kind services.
- There is a spending cap of \$500,000 Federal expenditure per state or tribe per fiscal year. The Section 22 Program funding fluctuates annually but cannot be funded more than \$10 million nationwide.
- All studies are subject to availability of Federal appropriations.

How long does it take?

PAS studies vary greatly in size and scope. Some can be completed in a few months from receipt of funds, while others may take a full 12 months. In some cases, multi-phased studies can be completed over the course of 2 years, subject to availability of Federal funds.

69A Hagood Avenue

Charleston, SC 29403
www.sac.usace.army.mil

843-329-8050

KINLEY CREEK STUDY



LEXINGTON COUNTY
SOUTH CAROLINA

Flood Mitigation Plan

From: Friarsgate and Richland Co.

Funding: USACE 50/50 Grant

To: Lower end of Kinley Creek

Length: N/A LF= N/A Miles

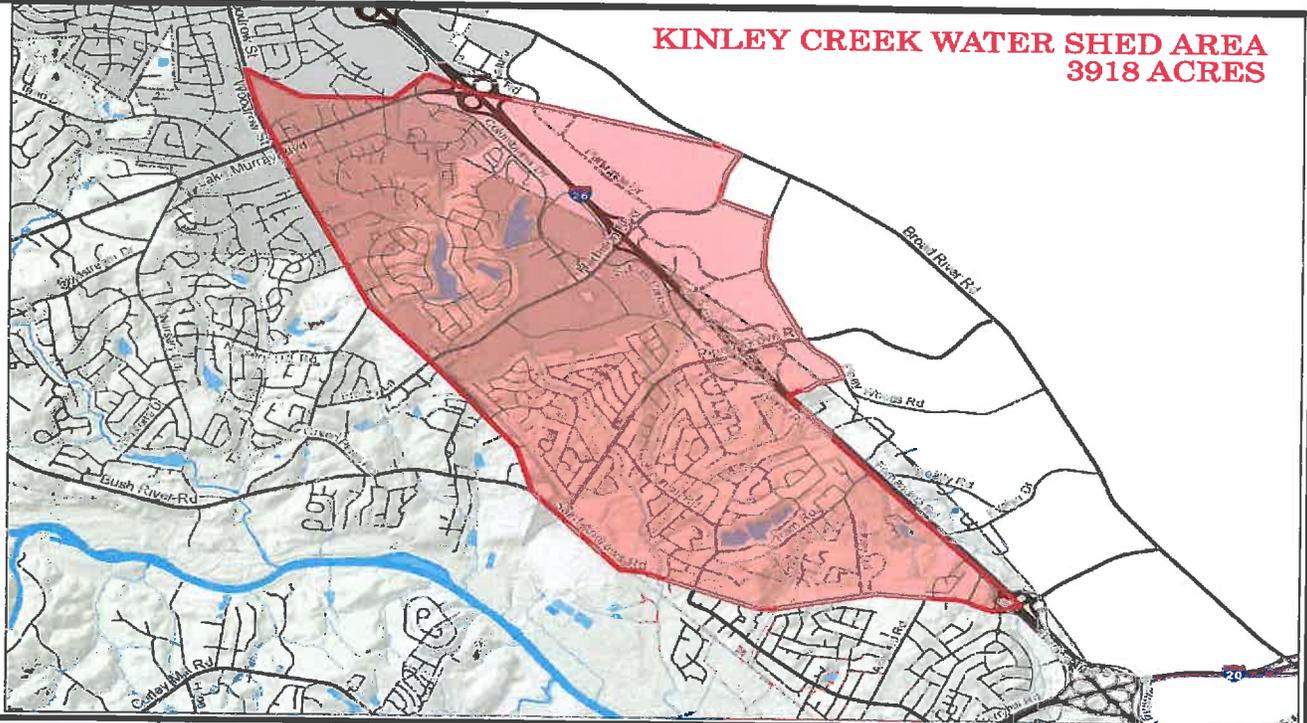
Town/Community: Irmo / Columbia

Council District # / Member: 7 / Brad Matthews

Last Updated: 07/16/13

Project Description:

Develop a flood mitigation planning document for the Kinley Creek Water Shed by using a USACE Planning Assistance to the States (PAS) 50/50 grant.



| SCHEDULE / COSTS (Costs in \$1000s) | | FY 13-14 | | | | FY 14-15 | | | | FY 15-16 | | | |
|---|-----------------|----------|---------|---------|---------|--------------------------------------|---------|---------|---------|-----------------------------|---------|---------|---------|
| | | 1st Qtr | 2nd Qtr | 3rd Qtr | 4th Qtr | 1st Qtr | 2nd Qtr | 3rd Qtr | 4th Qtr | 1st Qtr | 2nd Qtr | 3rd Qtr | 4th Qtr |
| \$166 | PE / Design | | \$166 | | | | | | | | | | |
| | R/W & Utilities | | | | | | | | | | | | |
| | Construction | | | | | | | | | | | | |
| \$166 = Total Estimated Project Cost | | | | | | Total Cost Programmed = \$166 | | | | Remaining Cost = \$0 | | | |

2012 - County Council approved providing \$37,500 in match funding to pursue a DNR (Department of Natural Resources) planning grant; however FEMA did not release monies in fall of 2012 as expected.

February 2013 – Edwards and Barrett met w/ USACE officials to pursue a Planning Assistance to the States (PAS) grant that requires 50:50 match funds. In-kind services can be used as match.

July 2013 - Received final USACE scope development and project cost estimate.

July 2013 - Bring to Council for approval to enter agreement w/ USACE on PAS grant

June 2014 - Proposed date of Final "Flood Mitigation Priority Plan" to be delivered by USACE.

| | | | | | | | |
|------------|--|------|--|-------------|--|------|--------|
| Project #: | | NTP: | | Contractor: | | Bid: | \$0.00 |
|------------|--|------|--|-------------|--|------|--------|



COUNTY OF LEXINGTON
PUBLIC WORKS DEPARTMENT
ENGINEERING

MEMORANDUM

DATE: July 12, 2013
TO: Joe Mergo, III, County Administrator
FROM: *EWB* Wrenn Barrett, P.E., Public Works Director
RE: Limestone Road Engineering Request

Limestone Road, near Chapin, is in need of immediate improvements to several drainage/creek crossings which are above and beyond the scope of the Public Works staff's current workload capabilities. Limestone Road is an existing narrow dirt road extending 6,600 LF from Wessinger Road to St. Thomas Church Road and is ranked 33rd on the current paving list. Because of this road's ranking and possible approval for construction funding in the near future, Engineering staff reviewed the crossings and recommended that any permanent drainage improvements integrate the roadway alignment changes needed as part of the future paving.

Engineering Staff obtained a quote from one of our On-Call engineering firms for design of the seven crossings needing improvements in the amount of \$51,325.12. Additionally, staff requested a quote for the full engineering design of the entire road, including the crossings; this quoted fee is \$89,355.54.

Based on these quotes, the problematic drainage issues of this roadway, and the current ranking of this roadway, staff recommends and requests that County Council approve funding of engineering for the entire roadway. If approved, the funds would be transferred into a new account from the Unclassified Account (2700-121300-539900), which currently has an available balance of \$122,850.

REQUESTED ACTION: To be presented to the Public Works Committee for recommendation to the County Transportation Committee (CTC) for approval to fund the full roadway engineering at a cost of \$89,355.54.

Attachment

LIMESTONE ROAD



LEXINGTON COUNTY
SOUTH CAROLINA

Road Paving Improvement

From: **St. Thomas Church Rd**

Funding: **C-Funds**

To: **Wessinger Rd**

Length: **6,600 LF = 1.25 Miles**

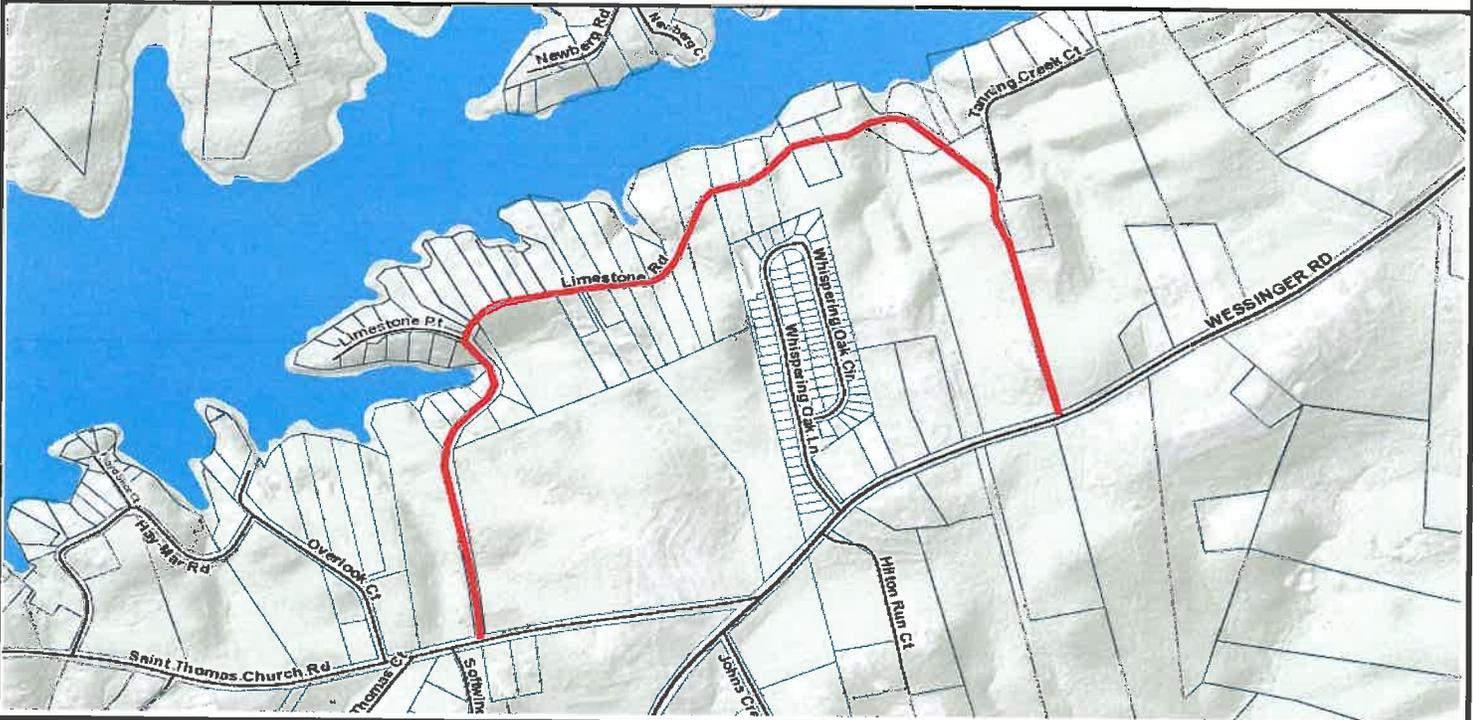
Town/Community: **Chapin**

Council District # / Member: **6 / Johnny Jeffcoat**

Last Updated: **07/12/13**

Project Description:

Drainage and roadway alignment improvements



| SCHEDULE / COSTS (Costs in \$1000s) | FY 13-14 | | | | FY 14-15 | | | | FY 15-16 | | | |
|---|----------|---------|---------|-------------------------------------|----------|---------|---------|-------------------------------|----------|---------|---------|---------|
| | 1st Qtr | 2nd Qtr | 3rd Qtr | 4th Qtr | 1st Qtr | 2nd Qtr | 3rd Qtr | 4th Qtr | 1st Qtr | 2nd Qtr | 3rd Qtr | 4th Qtr |
| \$90 PE / Design | \$90 | | | | | | | | | | | |
| \$100 R/W & Utilities | | | | | | | | | | | | |
| \$460 Construction | | | | | | | | | | | | |
| \$650 = Total Estimated Project Cost | | | | Total Cost Programmed = \$90 | | | | Remaining Cost = \$560 | | | | |

Map attachment to 7/12/13 Memo request for County Council to fund the engineering for road paving and drainage improvements in the amount of \$90,000.00.

| | | | | |
|------------|------|-------------|------|---------------|
| Project #: | NTP: | Contractor: | Bid: | \$0.00 |
|------------|------|-------------|------|---------------|



COUNTY OF LEXINGTON

PUBLIC WORKS DEPARTMENT

STORMWATER DIVISION

MEMORANDUM

DATE: July 9, 2013

TO: Joe Mergo, County Administrator

FROM: *EUB* Wrenn Barrett, Director of Public Works
Synithia Williams, Environmental Coordinator (presenter)

RE: Green is Good for Business Conference Sponsorship Request

The City of Columbia has requested that Lexington County co-sponsor its Climate Protection Action Campaign (CPAC) Committee's statewide Green is Good for Business Conference on September 10, 2013 at the Metropolitan Convention Center.

Lexington County's Environmental Coordinator serves as a member of the conference planning committee. The planning committee also includes representatives from the Greater Columbia Chamber of Commerce and the SC Department of Commerce to increase outreach to the business community. This year's conference will highlight new technologies, share stories and showcase environmentally-friendly companies and services. The year's keynote speaker is Dr. Andrew Spicer, assistant professor of international business at USC's Moore School of Business who will discuss Sustainability: Lessons from Wal-Mart.

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

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

There is \$5,000 budgeted in the air quality supplies account (521215) for Fiscal Year 13-14. This money was appropriated to cover air quality projects and sponsorships. Staff is requesting that \$1,500 be used for sponsorship of the 2013 CPAC Green is Good for Business Conference.



June, 2013

Mrs. Synithia Willams
Lexington County
Sent Via Email

Dear Synithia:

On September 10, the City of Columbia Climate Protection Action Campaign will host the seventh annual SC Green is Good for Business Conference at the Columbia Metropolitan Convention Center. We're very excited about this year's keynote address, Sustainability: Lessons from Wal-Mart, from Dr. Andrew Spicer, assistant professor of international business at USC's Moore School of Business. This year's conference will highlight new technologies, share stories and showcase environmentally-friendly companies and services.

Last year, Lexington County was a Bronze Sponsor, and as we prepare for an even bigger and better conference, we invite you to once again support this year's conference as a sponsor. All sponsor levels and corresponding benefits are listed in the attached sponsor brochure. We appreciate your previous support of Green is Good for Business and look forward to having you with us again this year.

I will contact you in the next week to discuss this opportunity in further details. Until then, please contact me at (803) 545-2722 or mpbaldauf@columbiasc.net if you have any questions, need additional information or would like to request an invoice.

Sincerely,

Mary Pat Baldauf
Sustainability Facilitator



PUBLIC WORKS DEPARTMENT – 2910 COLONIAL DRIVE – COLUMBIA, SOUTH CAROLINA 29203

Green is Good for Business ...

Want to conserve resources? Save energy? Join with others to do your part in protecting South Carolina's environment and being part of a sustainable community? If so, the Green is Good for Business Conference is for you.

This one-day comprehensive conference will provide your business, institution, organization or non-profit with new and innovative ways to go green and perhaps save some money in the process.

Sessions will include recycling, green cleaning and green landscaping as well as energy and water efficiency. In addition, the conference will feature green vendors and service providers.

JOIN US. BECOME A SPONSOR.

Does your organization provide products or services that have the potential to reduce environmental impacts and promote sustainability? **If so, we need you.** This is your opportunity to help sponsor a conference that had more than 300 businesses and 40 exhibitors participating last year.

Sponsors may benefit in many ways, including acknowledgement of their commitment to sustainability and protecting the environment. Also, your business will be associated with a widely publicized, positive event.

Sponsors receive benefits based on the amount and type of contribution in the levels listed inside this brochure.

More to Know ...

The conference, set for Tuesday, September 18, is developed in partnership by the City of Columbia's Climate Protection Action Campaign (CPAC) and the S.C. Department of Health and Environmental Control's (DHEC) Office of Solid Waste Reduction and Recycling.

CPAC is a volunteer group established by the City of Columbia to identify measures that can be taken to reduce greenhouse gas emissions and preserve natural resources. To learn more about CPAC, please visit <http://columbia.sc.gov/index.cfm/cpac/>.

DHEC's Office of Solid Waste Reduction and Recycling (Office) provides technical assistance and education/awareness programs to local governments, schools and the public regarding solid waste and recycling issues. The Office also offers several grant programs to local governments, schools and colleges/universities. The Office has no regulatory, compliance or enforcement role. Please visit www.scdhec.gov/recycle or call 1-800-768-7348 for more information about recycling in your community and other recycling resources available from the Office.



S.C. Department of Health and Environmental Control

Printed on RECYCLED Paper OR-0853 5/13



'GREEN is GOOD for BUSINESS' CONFERENCE

Targeting ALL
South Carolina Businesses,
Organizations & Institutions

09/18/13
September 18, 2013

Columbia Metropolitan
Convention Center

**SPONSORSHIP
INFORMATION**

Sponsorship Levels ...



PLATINUM PLENARY: \$10,000

- Sponsorship exclusivity (first come, first served; payment or letter of commitment needed to reserve)
- Five minute remarks from company representative during opening/keynote address
- Designated table in keynote/plenary room for company information
- Recognition signage in keynote/plenary room
- Extended logo recognition on slides at the opening and closing plenary sessions
- Special signage at exhibit space
- Prominent logo placement in program and on conference signage
- Deluxe, oversized exhibit space
- Logo and hyperlink on website
- Option to include information and/or promotional item in attendee bags
- Inclusion in conference press kit
- Twelve total conference registrations for staff and/or clients

PLATINUM EXPO: \$10,000

- Sponsorship exclusivity (first come, first served; payment or letter of commitment needed to reserve)
- Recognition announcements over Expo PA system during lunch
- Deluxe, oversized exhibit space designated as drop off for grand prize entry
- Recognition signage on lunch tables
- Extended logo recognition on Expo air screen slide show throughout Expo
- Special signage at exhibit space
- Prominent logo placement in program and on conference signage
- Logo and hyperlink on website
- Option to include information and/or promotional item in attendee bags
- Inclusion in conference press kit
- Twelve total conference registrations for staff and/or clients

GOLD: \$5,000

- Recognition on slides at the opening and closing plenary sessions
- Special signage at exhibit space
- Prominent logo placement in program and on conference signage
- Deluxe, oversized exhibit space
- Logo and hyperlink on website
- Inclusion of promotional item in attendee bags
- Ten total conference registrations for staff and/or clients

SILVER: \$2,500

- Name recognition on slides at the opening and closing plenary sessions
- Listed in conference program and on collateral materials
- Priority exhibit space
- Eight total conference registrations for staff and/or clients

BRONZE: \$1,500

- Name recognition on slides at the opening and closing plenary sessions
- Listed in conference program and on collateral materials
- Priority exhibit space
- Six total conference registrations for staff and/or clients

PATRON: \$500

- Listed in conference program
- Priority exhibit space
- Four total conference registrations for staff and/or clients



Detach and Return

Sponsorship Form ...

CONTACT INFORMATION:

Name of Organization: _____

Contact: _____

Mailing Address: _____

City: _____

State: _____ Zip: _____

Phone Number: _____

Fax Number: _____

E-Mail: _____

SPONSORSHIP LEVEL:

- PLATINUM PLENARY: \$10,000
- PLATINUM EXPO: \$10,000
- GOLD: \$5,000
- SILVER: \$2,500
- BRONZE: \$1,500
- PATRON: \$500

Visit <http://gbcspponsors.eventbrite.com> to pay by credit card or return this registration form with your check (payable to the City of Columbia) to:

GREEN IS GOOD FOR BUSINESS CONFERENCE
 City of Columbia Public Works Department
 2910 Colonial Drive
 Columbia, SC 29203

For more information, call 803-545-2722 or e-mail cpac@columbiasc.net.

****This page intentionally left blank****



COUNTY OF LEXINGTON
PUBLIC WORKS DEPARTMENT
STORMWATER DIVISION

MEMORANDUM

DATE: July 9, 2013
TO: Joe Mergo, County Administrator
FROM: *EWB* Wrenn Barrett, Director of Public Works
Synithia Williams, Environmental Coordinator (presenter)
RE: Lexington County Green Business Member Recognitions

Lexington County Solid Waste and Public Works Departments are proud to induct two new organizations into the Green Business Certification Program. Below is a list of the County's newest Green Business Members and their certification areas:

1. Collins & Burkett Law Firm, LLC Waste Reduction and Recycling, Water Conservation
2. Amar Enterprises, LLC. Waste Reduction and Recycling

We ask that these organizations be recognized at the 4:30 Council Meeting on July 23, 2013.



**APPOINTMENTS
BOARDS & COMMISSIONS
July 23, 2013**

FRANK TOWNSEND

- **Planning Commission** - Michael N. Shealy; term expires 08/26/13; eligible for reappointment; *confirmed desire to serve another term*

DEBRA SUMMERS

- **Nancy K. Perry Children's Shelter** - Rob Winchester; term expired 06/30/13; eligible for reappointment; confirmed desire **NOT** to serve another term; see attached resignation; *pending qualified board nominee*
- **Planning Commission** - Keith Myhand; term expires 08/26/13; eligible for reappointment; *confirmed desire to serve another term*

BRAD MATTHEWS

- **Accommodations Tax Board** - William Teague; term expired 12/31/12; *not eligible for reappointment; pending qualified board nominee*

TODD CULLUM

- **Assessment Appeals Board** - William Power; term expired 09/21/12; not eligible for reappointment; *pending qualified board nominee*
- **Museum** - Carol Metts; term expires 11/01/13; resigned effective 06/27/11; *pending qualified board nominee*

AT LARGE:

Building Codes Board of Appeals

- Engineering - Kenneth W. Timmerman, P.E.; term expires 08/13/13; eligible for reappointment; *confirmed desire to serve another term*
- Architect - Joel Carter; term expires 08/13/13; eligible for reappointment; *confirmed desire to serve another term*
- Contractor - Lawrence J. Markey; term expires 08/13/13; eligible for reappointment; *confirmed desire to serve another term*

Midlands Authority Conventions, Sports & Tourism

- Tammy Shoffstall - term expired 06/30/13; eligible for reappointment; *confirmed desire to serve another term*

Midlands Workforce Development Board

- **SC Department Employment & Workforce (SCDEW) - Felicia Ragland**; term expired 06/20/13; no longer employed with SCDEW; *pending qualified board nominee*

COUNTY OF LEXINGTON

Procurement Services

MEMORANDUM

(O) 785-8319

(F) 785-2240

DATE: July 10, 2013

TO: Joe G. Mergo, III
County Administrator

THROUGH: Jeffrey A. Hyde
Procurement Manager

FROM: Angela M. Seymour
Procurement Officer

**SUBJECT: 2013 Full Depth Reclamation Program
B13043-05/22/13S
Public Works**

Competitive bids were solicited and advertised for a full depth reclamation program. This project consists of pulverizing existing pavement materials in place, adding portland cement to the road base, and applying hot mix asphalt to the newly prepared road base. Other additional items of work will include variable milling, and curb and gutter replacement. Each road surface will require appropriate tie-in to the existing drainage features and adjacent County maintained roadways. A mandatory pre-bid meeting was held on May 8, 2013 in which six (6) contractors were represented. The County received four (4) responsive bids on May 22, 2013 (see attached Bid Tabulation).

The bids were evaluated by Wrenn Barrett, Director of Public Works; J. Randy Edwards, County Engineer; and Angela M. Seymour, Procurement Officer. It is our recommendation to award the base bid to C.R. Jackson, Inc. as the lowest bidder for a total amount, including all applicable taxes, of \$334,916.55.

County funds are appropriated in the following accounts:

| <u>Account Number</u> | <u>Account Description</u> | <u>Requisition Amount</u> | <u>Account Balance</u> |
|-----------------------|--|---------------------------|------------------------|
| 2700-121300-5R0145 | Hope Springs Subdivision Phase I and II | \$79,121.55 | \$104,999.50 |
| 2999-999900-5R0145 | Hope Springs Subdivision Phase I and II | \$46,035.00 | \$46,035.00 |
| 2700-121300-5R0082 | Wood Moor Subdivision | \$196,797.42 | \$203,228.40 |
| 2999-999900-5R0082 | Wood Moor Subdivision | \$12,962.58 | \$12,962.58 |

I concur with the above recommendation and further recommend that this bid be placed on County Council's agenda for their next scheduled meeting on July 23, 2013.

copy: Randy Poston, Chief Financial Officer
Wrenn Barrett, Director of Public Works
J. Randy Edwards, County Engineer
Joey Derby, "C" Funds Manager

County of Lexington

Bid Tabulation

BID # : B13043-05/22/13S

2013 Full Depth Reclamation

Task 1

| Item | Qty | U/M | Description | C.R. Jackson, Inc. | | Coogler Construction | | Sloan Construction Company | |
|---------------------|------|-----|---|--------------------|----------------------|----------------------|----------------------|----------------------------|----------------------|
| | | | | Unit Total | Total Cost | Unit Total | Total Cost | Unit Total | Total Cost |
| 1 | 20 | CY | Contingent Unsuitable Material Excavation | \$ 35.00 | \$ 700.00 | \$ 12.00 | \$ 240.00 | \$ 26.00 | \$ 520.00 |
| 2 | 226 | CY | Contingent Excess Material Removed | \$ 4.50 | \$ 1,017.00 | \$ 8.00 | \$ 1,808.00 | \$ 15.50 | \$ 3,503.00 |
| 3 | 4064 | SY | Cement Stabilized Aggregate Base (8" Uniform) | \$ 4.20 | \$ 17,068.80 | \$ 10.00 | \$ 40,640.00 | \$ 4.30 | \$ 17,475.20 |
| 4 | 445 | SY | Variable Milling of Existing Asphalt | \$ 4.75 | \$ 2,113.75 | \$ 1.75 | \$ 778.75 | \$ 12.65 | \$ 5,629.25 |
| 5 | 444 | Ton | Hot Mix Asphalt Surface Course Type C | \$ 82.00 | \$ 36,408.00 | \$ 95.00 | \$ 42,180.00 | \$ 89.95 | \$ 39,937.80 |
| 6 | 300 | Ton | Contingent Hot Mix Asphalt Overlay | \$ 82.00 | \$ 24,600.00 | \$ 88.00 | \$ 26,400.00 | \$ 92.00 | \$ 27,600.00 |
| 7 | 20 | CY | Contingent Aggregate Base Patch | \$ 50.00 | \$ 1,000.00 | \$ 50.00 | \$ 1,000.00 | \$ 70.00 | \$ 1,400.00 |
| 8 | 122 | Ton | Hot Mix Asphalt, Wedge & Level | \$ 90.00 | \$ 10,980.00 | \$ 125.00 | \$ 15,250.00 | \$ 138.00 | \$ 16,836.00 |
| 9 | 1 | LS | Maintenance of Traffic | \$ 7,500.00 | \$ 7,500.00 | \$ 5,500.00 | \$ 5,500.00 | \$ 6,375.00 | \$ 6,375.00 |
| 10 | 54 | LF | 24" White Thermoplastic Stop Bar | \$ 12.00 | \$ 648.00 | \$ 30.00 | \$ 1,620.00 | \$ 24.85 | \$ 1,341.90 |
| 11 | 48 | Ton | Portland Cement | \$ 102.00 | \$ 4,896.00 | \$ 122.00 | \$ 5,856.00 | \$ 127.00 | \$ 6,096.00 |
| 12 | 250 | LF | Curb & Gutter Removal and Replacement | \$ 25.00 | \$ 6,250.00 | \$ 22.00 | \$ 5,500.00 | \$ 33.50 | \$ 8,375.00 |
| 13 | 455 | LF | Curb & Gutter Removal and Reset | \$ 25.00 | \$ 11,375.00 | \$ 35.00 | \$ 15,925.00 | \$ 33.50 | \$ 15,242.50 |
| 14 | 30 | LF | Contingent Pipe Underdrain | \$ 20.00 | \$ 600.00 | \$ 25.00 | \$ 750.00 | \$ 44.15 | \$ 1,324.50 |
| Task 1 Total | | | | | \$ 125,156.55 | | \$ 163,447.75 | | \$ 151,656.15 |

Task 2

| Item | Qty | U/M | Description | Unit Total | Total Cost | Unit Total | Total Cost | Unit Total | Total Cost |
|---------------------|-------|-----|---|-------------|----------------------|-------------|----------------------|-------------|----------------------|
| 1 | 20 | CY | Contingent Unsuitable Material Excavation | \$ 35.00 | \$ 700.00 | \$ 12.00 | \$ 240.00 | \$ 26.00 | \$ 520.00 |
| 2 | 678 | CY | Contingent Excess Material Removed | \$ 4.50 | \$ 3,051.00 | \$ 8.00 | \$ 5,424.00 | \$ 15.50 | \$ 10,509.00 |
| 3 | 12175 | SY | Cement Stabilized Aggregate Base (8" Uniform) | \$ 4.20 | \$ 51,135.00 | \$ 7.25 | \$ 88,268.75 | \$ 3.82 | \$ 46,508.50 |
| 4 | 1069 | Ton | Hot Mix Asphalt Surface Course Type C | \$ 82.00 | \$ 87,658.00 | \$ 95.00 | \$ 101,555.00 | \$ 87.75 | \$ 93,804.75 |
| 5 | 20 | CY | Contingent Aggregate Base Patch | \$ 50.00 | \$ 1,000.00 | \$ 50.00 | \$ 1,000.00 | \$ 70.00 | \$ 1,400.00 |
| 6 | 360 | Ton | Hot Mix Asphalt, Wedge & Level | \$ 90.00 | \$ 32,400.00 | \$ 125.00 | \$ 45,000.00 | \$ 106.00 | \$ 38,160.00 |
| 7 | 1 | LS | Maintenance of Traffic | \$ 7,500.00 | \$ 7,500.00 | \$ 7,500.00 | \$ 7,500.00 | \$ 6,175.00 | \$ 6,175.00 |
| 8 | 78 | LF | 24" White Thermoplastic Stop Bar | \$ 12.00 | \$ 936.00 | \$ 30.00 | \$ 2,340.00 | \$ 24.85 | \$ 1,938.30 |
| 9 | 140 | Ton | Portland Cement | \$ 102.00 | \$ 14,280.00 | \$ 125.00 | \$ 17,500.00 | \$ 127.00 | \$ 17,780.00 |
| 10 | 400 | LF | Curb & Gutter Removal and Replacement | \$ 25.00 | \$ 10,000.00 | \$ 22.00 | \$ 8,800.00 | \$ 33.15 | \$ 13,260.00 |
| 11 | 30 | LF | Contingent Pipe Underdrain | \$ 20.00 | \$ 600.00 | \$ 25.00 | \$ 750.00 | \$ 44.15 | \$ 1,324.50 |
| 12 | 4 | EA | Adjust Existing Manhole | \$ 125.00 | \$ 500.00 | \$ 800.00 | \$ 3,200.00 | \$ 1,600.00 | \$ 6,400.00 |
| Task 2 Total | | | | | \$ 209,760.00 | | \$ 281,577.75 | | \$ 237,780.05 |

Task 3

| Item | Qty | U/M | Description | Unit Total | Total Cost | Unit Total | Total Cost | Unit Total | Total Cost |
|---|------|-----|---|------------|----------------------|------------|----------------------|------------|----------------------|
| 1 | 40 | CY | Contingent Unsuitable Material Excavation | | No Award | | No Award | | No Award |
| 2 | 100 | CY | Contingent Excess Material Removed | | No Award | | No Award | | No Award |
| 3 | 1100 | LF | Contingent Clean and Regrade Existing Ditch | | No Award | | No Award | | No Award |
| 4 | 3105 | SY | Cement Stabilized Base Course (8" Uniform) | | No Award | | No Award | | No Award |
| 5 | 248 | Ton | Hot Mix Asphalt Surface Course Type C | | No Award | | No Award | | No Award |
| 6 | 40 | CY | Contingent Graded Aggregate Base Patch | | No Award | | No Award | | No Award |
| 7 | 82 | Ton | Hot Mix Asphalt, Wedge & Level | | No Award | | No Award | | No Award |
| 8 | 1 | LS | Traffic Control | | No Award | | No Award | | No Award |
| 9 | 49 | Ton | Portland Cement | | No Award | | No Award | | No Award |
| 10 | 80 | LF | Curb & Gutter Removal and Replacement | | No Award | | No Award | | No Award |
| 11 | 150 | LF | Contingent Pipe Underdrain | | No Award | | No Award | | No Award |
| Task 3 Total | | | | | No Award | | No Award | | No Award |
| Grand Total (Task 1, 2, & 3) | | | | | \$ 334,916.55 | | \$ 445,025.50 | | \$ 389,436.20 |

Task 1

| Item | Qty | U/M | Description | Lane Construction | |
|---------------------|------|-----|---|-------------------|----------------------|
| | | | | Unit Total | Total Cost |
| 1 | 20 | CY | Contingent Unsuitable Material Excavation | \$ 5.00 | \$ 100.00 |
| 2 | 226 | CY | Contingent Excess Material Removed | \$ 5.00 | \$ 1,130.00 |
| 3 | 4064 | SY | Cement Stabilized Aggregate Base (8" Uniform) | \$ 9.00 | \$ 36,576.00 |
| 4 | 445 | SY | Variable Milling of Existing Asphalt | \$ 3.00 | \$ 1,335.00 |
| 5 | 444 | Ton | Hot Mix Asphalt Surface Course Type C | \$ 92.00 | \$ 40,848.00 |
| 6 | 300 | Ton | Contingent Hot Mix Asphalt Overlay | \$ 85.00 | \$ 25,500.00 |
| 7 | 20 | CY | Contingent Aggregate Base Patch | \$ 50.00 | \$ 1,000.00 |
| 8 | 122 | Ton | Hot Mix Asphalt, Wedge & Level | \$ 120.00 | \$ 14,640.00 |
| 9 | 1 | LS | Maintenance of Traffic | \$ 15,000.00 | \$ 15,000.00 |
| 10 | 54 | LF | 24" White Thermoplastic Stop Bar | \$ 20.00 | \$ 1,080.00 |
| 11 | 48 | Ton | Portland Cement | \$ 115.00 | \$ 5,520.00 |
| 12 | 250 | LF | Curb & Gutter Removal and Replacement | \$ 24.00 | \$ 6,000.00 |
| 13 | 455 | LF | Curb & Gutter Removal and Reset | \$ 24.00 | \$ 10,920.00 |
| 14 | 30 | LF | Contingent Pipe Underdrain | \$ 20.00 | \$ 600.00 |
| Task 1 Total | | | | | \$ 160,249.00 |

Task 2

| Item | Qty | U/M | Description | Lane Construction | |
|---------------------|-------|-----|---|-------------------|----------------------|
| | | | | Unit Total | Total Cost |
| 1 | 20 | CY | Contingent Unsuitable Material Excavation | \$ 5.00 | \$ 100.00 |
| 2 | 678 | CY | Contingent Excess Material Removed | \$ 5.00 | \$ 3,390.00 |
| 3 | 12175 | SY | Cement Stabilized Aggregate Base (8" Uniform) | \$ 7.00 | \$ 85,225.00 |
| 4 | 1069 | Ton | Hot Mix Asphalt Surface Course Type C | \$ 92.00 | \$ 98,348.00 |
| 5 | 20 | CY | Contingent Aggregate Base Patch | \$ 50.00 | \$ 1,000.00 |
| 6 | 360 | Ton | Hot Mix Asphalt, Wedge & Level | \$ 120.00 | \$ 43,200.00 |
| 7 | 1 | LS | Maintenance of Traffic | \$ 15,000.00 | \$ 15,000.00 |
| 8 | 78 | LF | 24" White Thermoplastic Stop Bar | \$ 20.00 | \$ 1,560.00 |
| 9 | 140 | Ton | Portland Cement | \$ 115.00 | \$ 16,100.00 |
| 10 | 400 | LF | Curb & Gutter Removal and Replacement | \$ 24.00 | \$ 9,600.00 |
| 11 | 30 | LF | Contingent Pipe Underdrain | \$ 20.00 | \$ 600.00 |
| 12 | 4 | EA | Adjust Existing Manhole | \$ 1,200.00 | \$ 4,800.00 |
| Task 2 Total | | | | | \$ 278,923.00 |

Task 3

| Item | Qty | U/M | Description | Unit Total | Total Cost |
|------|------|-----|---|------------|----------------------|
| 1 | 40 | CY | Contingent Unsuitable Material Excavation | | No Award |
| 2 | 100 | CY | Contingent Excess Material Removed | | No Award |
| 3 | 1100 | LF | Contingent Clean and Regrade Existing Ditch | | No Award |
| 4 | 3105 | SY | Cement Stabilized Base Course (8" Uniform) | | No Award |
| 5 | 248 | Ton | Hot Mix Asphalt Surface Course Type C | | No Award |
| 6 | 40 | CY | Contingent Graded Aggregate Base Patch | | No Award |
| 7 | 82 | Ton | Hot Mix Asphalt, Wedge & Level | | No Award |
| 8 | 1 | LS | Traffic Control | | No Award |
| 9 | 49 | Ton | Portland Cement | | No Award |
| 10 | 80 | LF | Curb & Gutter Removal and Replacement | | No Award |
| 11 | 150 | LF | Contingent Pipe Underdrain | | No Award |
| | | | Task 3 Total | | No Award |
| | | | Grand Total (Task 1, 2, & 3) | | \$ 439,172.00 |

**** R & T Grading, Inc. was not able to meet the schedule as they have a full work schedule.**

Bids Received: May 22, 2013 @ 3:00 PM E.S.T.

Angela M. Seymour
Procurement Officer

COUNTY OF LEXINGTON

Procurement Services

MEMORANDUM

(O) 785-8166

(F) 785-2240

DATE: June 18, 2013

TO: Joe G. Mergo, III
County Administrator

THROUGH: Jeffery A. Hyde
Procurement Manager

FROM: Angela M. Seymour
Procurement Officer

SUBJECT: **Term Contract – Auto Body Repairs for County Vehicles and County
Emergency Vehicles
C13022-06/18/13S
Fleet Services**

Competitive bids were solicited and advertised for a term contract for Auto Body Repairs for County Vehicles and County Emergency Vehicles for Fleet Services. The County received one (1) responsive bid on June 18, 2013.

The bid was evaluated by Bill Kazmierczak, Fleet Manager; and Angela M. Seymour, Procurement Officer. It is our recommendation to award to the sole responsive bidder, Summit Collision Centers. The annual cost of this contract is estimated at \$83,000.00, including applicable sales tax. (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 two (2) additional one (1) year periods, if deemed to be in the best interest of the County.

I concur with the above recommendation and further recommend that this bid be placed on County Council's agenda for their next scheduled meeting on July 23, 2013.

copy: Randy Poston, Chief Financial Officer
Bill Kazmierczak, Fleet Manager

County of Lexington

Bid Tabulation

C13022-06/18/13S

Term Contract - Auto Body Repairs for County Vehicles and County Emergency Vehicles

| | | Summit Collision |
|---|--|------------------|
| Item # | Description | Percentage |
| Lot A | | |
| 1 | Discount on Model Year Parts | Cost + 5% |
| 2 | Discount on One Year Old Parts | Cost + 5% |
| Item # Description Rate per Hour | | |
| Lot B | | |
| 1 | Body Repairs | \$35.00 |
| 2 | Paint Labor | \$35.00 |
| 3 | Mechanical Repairs | \$35.00 |
| 4 | Frame Repairs | \$35.00 |
| 5 | Paint and Materials Calculation | \$22.00 |
| 6 | Other Charges such as Shop Materials or Hazardous Waste Disposal Calculation | N/A |
| | Priority Given to Emergency Vehicles | Yes |

Bids opened: June 18, 2013 @ 3:00 PM E.S.T.

Angela M. Seymour
Procurement Officer

COUNTY OF LEXINGTON

Procurement Services

MEMORANDUM

(O) 785-8319
(F) 785-2240

DATE: July 3, 2013

TO: Joe Mergo, III
County Administrator

THROUGH: Jeffrey A. Hyde
Procurement Manager

FROM: Angela M. Seymour
Procurement Officer

SUBJECT: **Caron Traction and Contour Pin-On Caps – Sole Source
Solid Waste Management**

We received a purchase request from Solid Waste Management to remove and replace Caron Traction and Pin-O Caps. This will be a “sole source” purchase from Caron Compactor Company as they are the only vendor capable of providing this replacement.

Dave Eger, Director of Solid Waste Management has reviewed and recommended this purchase. The total cost, including applicable sales tax, is \$54,000.76

Funds are appropriated in the following account:

| <u>Account Number</u> | <u>Account Description</u> | <u>Account Balance</u> | <u>Requisition Amount</u> |
|-----------------------|--|------------------------|---------------------------|
| 5700-121204-522100 | Heavy Equipment Repairs & Maintenance | \$115,500.00 | \$54,000.76 |

I concur with the above recommendation and further recommend that this bid be placed on County Council’s agenda for their next scheduled meeting on July 23, 2013.

copy: Randolph C. Poston, Chief Financial Officer
Dave Eger, Director of Solid Waste Management

COUNTY OF LEXINGTON

Procurement Services

MEMORANDUM

(O) 785-8319

(F) 785-2240

DATE: July 11, 2013

TO: Joe G. Mergo, III
County Administrator

THROUGH: Jeffrey A. Hyde
Procurement Manager

FROM: Angela M. Seymour
Procurement Officer

SUBJECT: **Fleet Vehicle Replacement and Accessories**
Sheriff's Department

We are in receipt of several requisitions for the purchase of seven (7) fleet vehicles replacements including any emergency equipment/installation and accessories for the Sheriff's Department. These requested vehicles are being purchased from Love Chevrolet through the appropriate South Carolina state contracts and will require the purchase and installation of emergency equipment and accessories. The accessories will be purchased from various vendors through the South Carolina state contract and the Lexington County procurement process. All vehicles have been recommended and approved in accordance with the Fleet Management Policy by Bill Kazmierczak, Fleet Manager.

The total cost including applicable sales tax for all vehicles and accessories is \$194,359.55. It is recommended that the awards be made to multiple vendors as follows:

| | |
|---|--------------|
| Love Chevrolet | \$174,782.00 |
| Summit Collision (2 Color Print Design) | \$4,077.95 |
| Dana Safety Supply | \$12,728.30 |
| West Chatham Warning Devices | \$2,771.30 |

Funds are appropriated in the following accounts:

| Account Number | Account Description | Account Balance | Requisition Amount |
|-----------------------|--|------------------------|---------------------------|
| 1000-151200-5AE222 | (2) Marked Sedans with Equipment | \$65,000.00 | \$61,418.73 |
| 1000-151200-5AE223 | (3) Unmarked ½ Ton Pickup Truck | \$73,480.00 | \$73,479.18 |
| 1000-151200-5AE224 | (1) Marked ¾ Ton 4 x 4 Pickup Truck | \$34,500.00 | \$32,544.82 |
| 1000-151220-5AE225 | (1) Marked ½ Ton Pickup Truck | \$26,917.00 | \$26,916.82 |

I concur with the above recommendation and further recommend that these purchases be placed on County Council's agenda for their next scheduled meeting on July 23, 2013.

copy: Randy Poston, Chief Financial Officer
Chief Keith Kirchner, Assistant Sheriff
Colonel Alan Paavel, Sheriff's Department
Sylvia Dillon, Sheriff's Department
Bill Kazmierczak, Fleet Manager

| Account Code | Love Chevrolet (State Contract) | Summit Collision (County Contract) | Dana Safety Supply (State Contract) | West Chatham Warning Devices | Account Code Total |
|-----------------------|--|---|--|---|-------------------------------|
| 1000-151200-5AE224 | \$ 28,882.00 | \$ 1,019.49 | \$ 2,268.83 | \$ 374.50 | \$ 32,544.82 |
| 1000-151200-5AE222 | \$ 52,884.00 | \$ 2,038.97 | \$ 4,473.46 | \$ 2,022.30 | \$ 61,418.73 |
| 1000-151200-5AE225 | \$ 23,254.00 | \$ 1,019.49 | \$ 2,268.83 | \$ 374.50 | \$ 26,916.82 |
| 1000-151200-5AE223 | \$ 69,762.00 | | \$ 3,717.18 | | \$ 73,479.18 |
| Purchase Total | \$ 174,782.00 | \$ 4,077.95 | \$ 12,728.30 | \$ 2,771.30 | \$ 194,359.55 |

COUNTY OF LEXINGTON

Procurement Services

MEMORANDUM

(O) 785-8319

(F) 785-2240

DATE: July 10, 2013

TO: Joe G. Mergo, III
County Administrator

THROUGH: Jeffrey A. Hyde
Procurement Manager

FROM: Angela M. Seymour
Procurement Officer

SUBJECT: **Fleet Vehicle Replacements**
Animal Services, Central Stores, Coroner's Office, Fleet Motor Pool, Public Safety/Administration, Public Safety/Fire Service, and Public Works

We are in receipt of eight (8) purchase requisitions for eleven (11) vehicle replacements for the Animal Services, Central Stores, Coroner's Office, Fleet Motor Pool, Public Safety/Administration, Public Safety/Fire Service, and Public Works. These vehicles are being purchased from Love Chevrolet through South Carolina state contract numbers 4400004340 and 4400005789 and Vic Bailey Ford through South Carolina state contract number 4400004331 and one (1) vehicle will require the purchase and installation of emergency equipment and accessories. The accessories will be purchased from various vendors through the Lexington County procurement process. All vehicles have been recommended and approved in accordance with the Fleet Management Policy by Bill Kazmierczak, Fleet Manager.

The total cost including applicable sales tax for all vehicles and accessories is \$306,599.59. It is recommended that the awards be made to multiple vendors as follows:

| | |
|------------------------------|--------------|
| Love Chevrolet | \$305,647.00 |
| West Chatham Warning Devices | \$952.59 |

Funds are appropriated in the following accounts:

| <u>Account Number</u> | <u>Account Description</u> | <u>Account Balance</u> | <u>Requisition Amount</u> |
|-----------------------|--|------------------------|---------------------------|
| 1000-131200-5AE099 | ¾ Ton 4 X 4 Pick Up Truck | \$27,000.00 | \$27,000.00 |
| 1000-101420-5AE019 | Flatbed Truck with Tommie Gate | \$50,000.00 | \$31,297.00 |
| 1000-141300-5AE175 | (1) Vehicle | \$33,000.00 | \$31,806.00 |
| 6590-111500-5AE265 | (4) Intermediate SUV AWD | \$96,000.00 | \$92,188.00 |
| 1000-131100-5AE096 | (1) Marked Vehicle with Lights & Accessories | \$33,500.00 | \$32,758.59 |
| 1000-131500-5AE164 | (1) Vehicle | \$28,000.00 | \$26,808.00 |
| 1000-121300-5AE087 | (1) Crew Cab Pickup | \$45,000.00 | \$32,371.00 |
| 1000-121300-5AE088 | (1) ¾ Ton Crew Cab Pickup | \$40,000.00 | \$32,371.00 |

I concur with the above recommendation and further recommend that this purchase be placed on County Council's agenda for their next scheduled meeting on July 23, 2012.

copy: Randy Poston, Chief Financial Officer
Randy Martin, Coroner's Office
David Kerr, Director of Public Safety
Chief Brad Cox, Fire Service Coordinator
Rod Pimental, Central Stores Manager
Wrenn Barrett, Director of Public Works
William Derrenbacher, Animal Control Coordinator
Bill Kazmierczak, Fleet Manager

| Account Code | Love Chevrolet (State Contract) | West Chatham Warning Devices | Account Code Total |
|-----------------------|--|---|-------------------------------|
| 1000-131100-5AE096 | \$ 31,806.00 | \$ 952.59 | \$ 32,758.59 |
| 1000-131200-5AE099 | \$ 27,000.00 | | \$ 27,000.00 |
| 1000-101420-5AE019 | \$ 31,297.00 | | \$ 31,297.00 |
| 1000-141300-5AE175 | \$ 31,806.00 | | \$ 31,806.00 |
| 1000-111500-5AE265 | \$ 92,188.00 | | \$ 92,188.00 |
| 1000-131500-5AE164 | \$ 26,808.00 | | \$ 26,808.00 |
| 1000-121300-5AE068 | \$ 32,371.00 | | \$ 32,371.00 |
| 1000-121300-5AE087 | \$ 32,371.00 | | \$ 32,371.00 |
| Purchase Total | \$ 305,647.00 | \$ 952.59 | \$ 306,599.59 |

COUNTY OF LEXINGTON

Procurement Services

MEMORANDUM

(O) 785-8319

(F) 785-2240

DATE: July 12, 2013

TO: Joe G. Mergo, III
County Administrator

THROUGH: Jeffrey A. Hyde
Procurement Manager

FROM: Angela M. Seymour
Procurement Officer

**SUBJECT: One (1) Water Truck Replacement
Solid Waste Management**

We received a purchase request from Solid Waste Management for a replacement used water truck. In order to maximize savings of County fiscal funds, the purchase of the used water truck needs to have funding readily available than what the normal procurement process will allow. The department is requesting the latitude to purchase a used vehicle “on the spot”, as long as the vehicle meets the minimum requirements of the organization and passes their inspection criteria. Solid Waste Management will provide a follow up report on their acquisition and provide any necessary details.

Dave Eger, Director of Solid Waste Management and Bill Kazmierczak, Fleet Manager have reviewed and recommended this purchase. The total cost for this future procurement will have a not to exceed amount of \$214,000.00.

Funds are appropriated in the following account:

| <u>Account Number</u> | <u>Account Description</u> | <u>Account Balance</u> | <u>Requisition Amount</u> |
|-----------------------|-----------------------------|------------------------|---------------------------|
| 5700-121204-5AE257 | (1) Water Truck Replacement | \$214,000 | \$214,000.00 (NTE) |

I concur with the above recommendation and further recommend that this bid be placed on County Council’s agenda for their next scheduled meeting on July 23, 2013.

copy: Randolph C. Poston, Chief Financial Officer
Dave Eger, Director of Solid Waste Management
Bill Kazmierczak, Fleet Manager

COUNTY OF LEXINGTON
S-48 (COLUMBIA AVENUE) CORRIDOR IMPROVEMENTS

Evaluation Committee Report and Recommendation
Request for Proposals No. PQ13003-04/29/13S

July 15, 2013

PURPOSE

The County of Lexington issued a Request for Proposal (RFP) to establish a contract with a vendor to provide S-48 (Columbia Avenue) Corridor Improvements for the Public Works. This contract will provide quality comprehensive engineering services for Columbia Avenue in Chapin, SC.

Due to the unknown improvements that may be identified as the preferred alternative within the study area, it is anticipated that this project will be divided into multiple phases, with traffic studies, alternatives analysis, environmental studies and public involvement being the first phase contracted. Subsequent phases of development will be at the discretion of the County based on the results of the first phase.

The requested services include, but are not limited to: Project Management, Environmental Documentation and Permitting, Traffic Engineering, Subsurface Utility Engineering, Utility and Railroad Coordination, Field Surveys, Bridge and Roadway Structures Design, Roadway Design, Geotechnical Investigations, Hydrology and Hydraulic Design, Landscape Architecture, Lighting and Electrical Design, Construction Phase Services, Right of Way Acquisition Services, and other duties as deemed necessary.

EVALUATION COMMITTEE

On April 10, 2013, as required by the County's Purchasing Ordinance and RFP Criteria, an evaluation committee was approved by Mr. Joe G. Mergo, III, County Administrator, to evaluate and review the proposals and ultimately report its recommendation to County Council for their consideration. Committee members were Heather Robbins, SCDOT NEPA Manager; Wrenn Barrett, P.E., Public Works Director; Joey Derby, P.E., C-Fund Project Manager; Randy Edwards, P.E., County Engineer; and non-voting members Ladd Gibson, P.E. – SCDOT LPA Coordinator and Angela M. Seymour, Procurement Officer.

SOLICITATION REQUIREMENTS

The required legal advertisement soliciting proposals from qualified firms was placed and appeared in the South Carolina Business Opportunities Publication on March 21, 2013. Notification was also posted on our website, Demandstar and mailed to firms on our vendors list.

Proposals were due and received by 4:00 p.m. on April 29, 2013. At that time, the County received proposals from six (6) firms:

- Michael Baker Corporation;
- Florence and Hutcheson;
- Mead and Hunt;
- Infrastructure Consulting Engineers;
- Davis & Floyd; and
- Dennis Corporation.

EVALUATION PROCESS

To begin the evaluation process, copies of the proposals were distributed to each committee member on April 30, 2013 for individual evaluation.

The committee met for a first initial evaluation on May 14, 2013 for a detailed discussion of the individual evaluation of the proposals/qualifications and respective scoring of each criteria factor. Each proposal under consideration was evaluated and scored on the following selection criteria listed in the order of their relative importance: (a) experience in developing solutions to local municipality traffic /transportation issues; (b) familiarity with and experience in developing projects subject to the federal NEPA process; (c) experience in developing context sensitive design solutions; (d) explanation of plan to utilize DBE's on this project; (e) familiarity with the specific multimodal transportation issues in and around the Chapin, SC area the Columbia Avenue (S-48) corridor; (f) familiarity with and experience in right of way negotiations in accordance w/ SCDOT standard practice and procedures; (g) experience, qualifications, and technical competence of the staff proposed for the type of work required; (h) past performance of the Consultant and subconsultants proposed on similar type projects and/or ability to perform all aspects of services; (i) familiarity of proposed staff with Lexington County and SCDOT practices and procedures; and (j) identify the key staff person/s (specifically the project manager) and explain the proposed project management style including availability and ability to meet the project schedule.

After the evaluation committee was in agreement that it had obtained, reviewed, and analyzed all information and documentation presented and collected in the evaluation process, the committee members conducted interviews on May 23, 2013, with all six (6) responding vendors. These firms were highly qualified and they all made very professional presentations during the interview process and were able to answer all of the County's questions and concerns.

Following the interviews, each committee member was given the opportunity to reevaluate the scores given to each firm. After the evaluation committee was in agreement that it had obtained, reviewed, and analyzed all information and documentation presented and collected in the evaluation process.

The outcome of the tabulated scores during that meeting resulted in a unanimous recommendation to Mead and Hunt as presenting the most favorable engineering services as outlined in the RFP.

RECOMMENDATION

The committee recommends having a contract with Mead and Hunt to provide engineering services to S-48 (Columbia Avenue) corridor improvements which will be reimbursed through federal funding.

The committee hereby submits this recommendation for Council's consideration and approval. We further recommend that this proposal be placed on County Council agenda for their next scheduled meeting on July 23, 2013.

Angela M. Seymour
Procurement Officer

Jeffrey A. Hyde
Procurement Manager

****This page intentionally left blank****

ORDINANCE 13-06

AN ORDINANCE AUTHORIZING THE EXECUTION AND DELIVERY OF A FIRST AMENDMENT TO FEE IN LIEU OF TAX AND INCENTIVE AGREEMENT BETWEEN LEXINGTON COUNTY, SOUTH CAROLINA AND OWEN ELECTRIC STEEL COMPANY OF SOUTH CAROLINA D/B/A CMC STEEL SOUTH CAROLINA (FORMERLY D/B/A SMI STEEL SOUTH CAROLINA) AND ITS AFFILIATES AND PROJECT SPONSORS TO PROVIDE FOR AN ADDITIONAL INVESTMENT IN LEXINGTON COUNTY BY OWEN ELECTRIC STEEL COMPANY OF SOUTH CAROLINA D/B/A CMC STEEL SOUTH CAROLINA AND AFFILIATES AND PROJECT SPONSORS; AND MATTERS RELATED THERETO.

WHEREAS, Lexington County, South Carolina (the "County") entered into a fee-in-lieu of taxes arrangement pursuant to Title 12, Chapter 44, Code of Laws of South Carolina, 1976, as amended (the "Act"), with Owen Electric Steel Company of South Carolina D/B/A CMC Steel South Carolina (formerly D/B/A SMI Steel South Carolina) and its affiliates and project sponsors (collectively, the "Company"), in connection with which the County and the Company entered into a Fee in Lieu of Tax and Incentive Agreement dated as of August 1, 2008 (the "2008 Fee Agreement") concerning the project (the "Expansion Project"); and

WHEREAS, the Company contemplates increasing its initial promised minimum investment of Twenty-Nine Million Five Hundred Thousand (\$29,500,000) Dollars under the 2008 Fee Agreement for the Expansion Project (as such term is defined in the 2008 Fee Agreement) by making an additional investment of at least Twenty Million (\$20,000,000) in the County thereby making a total investment in the Expansion Project in excess of Forty-Nine Million Five Hundred Thousand (\$49,500,000) Dollars; and

WHEREAS, the County Council, having found that the additional investment will serve the County and assist the County in its economic development efforts, has agreed to (i) amend the 2008 Fee Agreement to extend the Investment Period for the Expansion Project under the 2008 Fee Agreement by five (5) additional years from August 31, 2013, to August 31, 2018, and (ii) to extend the Term of the Expansion Project from twenty (20) years to thirty (30) years; and

WHEREAS, the County has caused to be prepared and presented to this meeting the form of the First Amendment to Fee in Lieu of Tax and Incentive Agreement between the County and the Company, which the County proposes to execute and deliver; and

WHEREAS, it appears that the document above referred to, which is now before this meeting, is in appropriate form and is an appropriate instrument to be executed and delivered or approved by the County for the purposes intended.

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

Section 1. The County finds that the form, terms and provisions of the First Amendment to Fee in Lieu of Tax and Incentive Agreement (“Amended Fee Agreement”) which is before this meeting and filed with the Clerk to County Council is hereby approved and all of the terms, provisions and conditions thereof are hereby incorporated herein by reference as if the Amended Fee Agreement was set out in this Ordinance in its entirety. The Chair of the County Council and the Clerk to County Council be and they are hereby authorized, empowered and directed to execute, acknowledge and deliver the Amended Fee Agreement to the Company. The Amended Fee Agreement is to be in substantially the form now before this meeting and hereby approved, or with such changes therein as shall be approved by the officials of the County executing the same, their execution thereof to constitute conclusive evidence of their approval of any and all changes or revisions therein from the form of Amended Fee Agreement now before this meeting.

Section 2. The Chair of County Council and the Clerk to County Council, for and on behalf of the County, are hereby each authorized and directed to do any and all things necessary to effect the execution and delivery of the Amended Fee Agreement and the performance of all obligations of the County under and pursuant to the Amended Fee Agreement.

Section 3. The consummation of all transactions contemplated by the Amended Fee Agreement is hereby approved.

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

Section 5. The provisions of this Ordinance are hereby declared to be separable and if any section, phrase or provision shall for any reason be declared by a court of competent jurisdiction to be invalid or unenforceable, such declaration shall not affect the validity of the remainder of the sections, phrases and provisions hereunder.

Section 6. All orders, resolutions, ordinances and parts thereof in conflict herewith are, to the extent of such conflict, hereby repealed and this Ordinance shall take effect and be in full force from and after its passage and approval.

DONE, RATIFIED AND ADOPTED this _____ day of _____, 2013.

LEXINGTON COUNTY, SOUTH CAROLINA

William B. "Bill" Banning, Sr., Chairman of Lexington
County Council

ATTEST:

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

First Reading: _____, 2013
Second Reading: _____, 2013
Third Reading: _____, 2013
Public Reading: _____, 2013

**FIRST AMENDMENT
TO
FEE IN LIEU OF TAX AND INCENTIVE AGREEMENT
DATED AUGUST 1, 2008, BETWEEN LEXINGTON
COUNTY AND OWEN ELECTRIC STEEL COMPANY OF
SOUTH CAROLINA D/B/A CMC STEEL SOUTH
CAROLINA (FORMERLY D/B/A SMI STEEL SOUTH
CAROLINA),**

DATED AS OF _____, 2013

This First Amendment to Fee in Lieu of Tax and Incentive Agreement amending the Fee in Lieu of Tax and Incentive Agreement dated as of August 1, 2008 ("First Amendment to 2008 Fee Agreement") between Lexington County, South Carolina (the "County"), a body politic and corporate and a political subdivision of the State of South Carolina, and Owen Electric Steel Company of South Carolina d/b/a CMC Steel South Carolina, a corporation organized and existing under the laws of the State of South Carolina (formerly d/b/a SMI Steel South Carolina), acting for itself, any affiliates or other project sponsors (collectively the "Company");

WITNESSETH:

WHEREAS, the County, acting by and through its County Council (the "County Council"), is authorized and empowered under and pursuant to the provisions of the Code of Laws of South Carolina, 1976, as amended through the date hereof (the "Code"), particularly Title 12, Chapter 44 (the "Act") and by Article VIII, Section 13 of the South Carolina Constitution to: (i) enter into agreements with certain investors to construct, operate, maintain, and improve industrial and commercial facilities through which the economic development of the State of South Carolina (the "State") will be promoted by inducing manufacturing and commercial enterprises to locate, remain, and expand in the State and thus utilize and employ the manpower, agricultural products and natural resources of the State; and (ii) covenant with such investors to accept certain Fee in Lieu of *ad valorem* tax ("FILOT") payments with respect to such properties; and

WHEREAS, the County and the Company entered into a Fee in Lieu of Tax and Incentive Agreement, dated August 1, 2008 ("2008 Fee Agreement") regarding an Expansion Project (as such term is defined in the 2008 Fee Agreement) in the County; and

WHEREAS, the 2008 Fee Agreement provided for a minimum investment by the Company of at least Twenty-Nine Million Five Hundred Thousand (\$29,500,000) Dollars by August 31, 2013, in connection with the Expansion Project; and

WHEREAS, it now appears that the initially contemplated Expansion Project investment will be significantly exceeded so that the total Expansion Project investment will be in excess of Forty-Nine Million Five Hundred Thousand (\$49,500,000) Dollars, so that an additional

investment of at least Twenty Million (\$20,000,000) Dollars will be made to the initially contemplated \$29,500,000 investment;

WHEREAS, the County is desirous of inducing the Company to invest an additional Twenty Million (\$20,000,000) Dollars (of which \$9,830,000 will be invested in real property and improvements and \$10,170,000 will be invested in personal property) in the County which will be made between September 1, 2013 and August 31, 2018; and

WHEREAS, the Company agrees to invest an additional Twenty Million (\$20,000,000) Dollars in the County between September 1, 2013 and August 31, 2018 (for a total investment in the County at the Expansion Project of at least Forty-Nine Million Five Hundred Thousand (\$49,500,000) Dollars; and

WHEREAS, the County has determined that the additional \$20 million investment at the Expansion Project will serve the purposes of the Act; and

WHEREAS, Section 12-44-40(K) (i) of the Act provides that a fee agreement may be amended by the parties; and

WHEREAS, Section 10.09 of the 2008 Fee Agreement states that said agreement may be amended by mutual action of the parties; and

WHEREAS, the parties desire, based on the Company's additional investment of \$20 million (of which \$9,830,000 will be in real property and improvements) between September 1, 2013 and August 31, 2018, to amend the 2008 Fee Agreement to extend the Expansion Project Investment Period to August 31, 2018, and to extend the FILOT Term as to the Expansion Project from twenty (20) years to thirty (30) years.

WHEREAS, the County has determined that it is in the best interest of the County to enter into this First Amendment to Fee in Lieu of Tax and Incentive Agreement with the Company subject to the terms and conditions set forth herein.

NOW, THEREFORE, in consideration of the premises; the investment to be created by the Company which will contribute to the tax base and the economic welfare of the County; and the respective representations and agreements hereinafter contained, the County and the Company agree as follows:

1. The following definitions for "Agreement," "Co-Investor," "Expansion Project Contractual Requirement," "Expansion Project Investment Period," "First Amendment to 2008 Fee Agreement," "Sponsor and Sponsor Affiliate," and "Stage" under Section 1.01 of the 2008 Fee Agreement are added and/or replaced by the following definitions:

"Agreement" shall collectively mean the initial Fee in Lieu of Tax and Incentive Agreement dated as of August 1, 2008 and this First Amendment to Fee in Lieu of Tax and Incentive Agreement dated as of _____, 2013, which may be from time to time supplemented or amended as permitted herein.

"Co-Investor" shall mean any Sponsor or Sponsor Affiliate within the meaning of Sections 12-44-30(A)(18) and (19) of the Code, any Affiliate of the Company or of any such Sponsor or Sponsor Affiliate, any developer in a build-to-suit arrangement with respect to the Original Project or the Expansion Project, as the case may be, any lessor of equipment or other property comprising a part of the Original Project or the Expansion Project, as the case may be, any financing entity or other third party investing in or providing funds for the Original Project or the Expansion Project, as the case may be. The Company shall notify the County in writing of the identity of any other Co-Investor and shall to the extent the Company and any such Co-Investor intend to extend the benefits of the Negotiated FILOT to property owned by or leased to such Co-Investor pursuant to Section 7.02 hereof, qualify such Co-Investor as a Sponsor or Sponsor Affiliate pursuant to the Simplified FILOT Act. As of the date of original execution and delivery of this First Amendment to the 2008 Fee Agreement, the only Co-Investors with respect to the Expansion Project are: (1) CMC Steel Fabricators, Inc. d/b/a CMC Joist & Deck; (2) CMC Steel Fabricators, Inc. d/b/a CMC Steel Southern Post; (3) Owen Industrial Products, Inc. d/b/a CMC Metal Recycling; (4) Owen Electric Steel Company of South Carolina d/b/a Spray Forming International; (5) CMC Cometals Processing, Inc. d/b/a Cometals CMC South Carolina; (6) Owen Electric Steel Company of South Carolina d/b/a Owen Electric Steel Rolling Mill; (7) Owen Electric Steel Company of South Carolina d/b/a the Melt Shop; and (8) Owen Electric Steel Company of South Carolina d/b/a CMS Roll Mill. There are currently no Co-Investors with respect to the Original Project.

"Expansion Project Contractual Requirement" shall mean total investment by the Company on or before August 31, 2018 of not less than \$49,500,000 (without regard to depreciation or other diminution in value) in the aggregate by the Company and any Co-Investor in assets comprising the Expansion Project and consisting of property which is subject to either *ad valorem* taxes or FILOT Payments and the maintenance of at least \$49,500,000 of investment in such assets (without regard to depreciation or other diminution in value) for the balance of the Term. Such \$49,500,000 shall include an additional investment of \$20,000,000 (of which at least a \$9,830,000 investment of real property and improvements) to be made between September 1, 2013, and August 31, 2018. The Company initially agreed, under the 2008 Fee Agreement, to invest \$29.5 million. By this Amendment to 2008 Fee Agreement, such Expansion Project Contractual Requirement is increased from \$29.5 million to \$49.5 million.

"Expansion Project Investment Period" shall mean the period commencing September 1, 2007 and ending August 31, 2018, as extended pursuant to Section 12-44-30(13) of the Code.

"First Amendment to 2008 Fee Agreement" shall mean this First Amendment to the Fee in Lieu of Tax and Incentive Agreement dated as of August 1, 2008, and as amended as of _____, 2013, between the County and the Company.

"Sponsor" and *"Sponsor Affiliate"* shall mean an entity whose investment with respect to the Original Project or the Expansion Project, as the case may be, will qualify for the Negotiated FILOT pursuant to Section 7.02 hereof and Sections 12-44-30(A)(18) or (19) and Section 12-44-130 of the Code if the Statutory Investment Requirement is met by August 31, 2013. As of the date of original execution and delivery of this First Amendment to 2008 Fee Agreement, the only Sponsors or Sponsor Affiliates with respect to the Expansion Project are: (1) CMC Steel

Fabricators, Inc. d/b/a CMC Joist & Deck; (2) CMC Steel Fabricators, Inc. d/b/a CMC Steel Southern Post; (3) Owen Industrial Products, Inc. d/b/a CMC Metal Recycling; (4) Owen Electric Steel Company of South Carolina d/b/a Spray Forming International; (5) CMC Cometals Processing, Inc. d/b/a Cometals CMC South Carolina; (6) Owen Electric Steel Company of South Carolina d/b/a Owen Electric Steel Rolling Mill; (7) Owen Electric Steel Company of South Carolina d/b/a the Melt Shop; and (8) Owen Electric Steel Company of South Carolina d/b/a CMS Roll Mill. There are currently no Sponsors or Sponsor Affiliates with respect to the Original Project.

"Stage" with respect to the Project, shall mean the year within which Economic Development Property, if any, is placed in service during each of the Original Project Investment Period or the Expansion Project Investment Period, as applicable.

All other definitions and terms in the 2008 Fee Agreement are unchanged.

2. Section 5.05 of the 2008 Fee Agreement is deleted and replaced by the following:

Section 5.05. Failure to Comply with Expansion Project Contractual Requirement.

(i) If the Company fails to reach the level and type of investment specified by the Expansion Project Contractual Requirement on or before August 31, 2018, but has invested at least \$29.5 million by August 31, 2013, the Negotiated FILOT specified herein with respect to the Company's investment at the Expansion Project between September 1, 2013, and August 31, 2018, shall terminate retroactively, unless, at the request of the Company, the County agrees, in its sole discretion, to waive such termination or otherwise adjust such incentives. The Negotiated FILOT as to the Company's investment on or before August 31, 2013, shall remain in effect.

(ii) If the Company reaches the level of investment and type specified by the Expansion Project Contractual Requirement, but thereafter fails to *maintain* \$49.5 million of investment (of which, at least \$9,830,000 is real property or improvements invested) on or after September 1, 2013, as specified by the Expansion Project Contractual Requirement but maintains at least \$29.5 million of investment, the Negotiated FILOT with respect to the investment made at the Expansion Project between September 1, 2013, and August 31, 2018, shall terminate prospectively, unless, at the request of the Company, the County agrees, in its sole discretion, to waive such termination or otherwise adjust such incentives.

(iii) If the Company fails to *maintain* \$29.5 million of investment at the Expansion Project, the entire Negotiated FILOT, with respect to the Expansion Project, shall terminate prospectively, unless, at the request of the Company, the County agrees, in its sole discretion, to waive such termination or otherwise adjust such incentives.

3. Section 6.01(b)(i) of the 2008 Fee Agreement is deleted and replaced by the following:

(b) Subject to adjustment pursuant to the provisions of this Section 6.01, the Negotiated FILOT shall be calculated each year in accordance with the following provisions:

(i) For each Stage (annual increment) of investment in Economic Development Property during the Original Project Investment Period and the Expansion Project Investment Period, respectively, the annual Negotiated FILOT Payment with respect to the Original Project shall be payable for a period of 20 years for a total of 27 years for the Original Project and, with respect to the Expansion Project, shall be payable for a period of 30 years for a total of 40 years for the Expansion Project. Provided however, that in the event that the Expansion Project Contractual Requirement is not made between the dates of September 1, 2013 and August 31, 2018, then the Negotiated FILOT Payment with respect to the Expansion Project shall be payable for a period of 20 years for each stage of the Expansion Project Investment Period for a total of 25 years for the Expansion Project. In the event the Expansion Project Contractual Requirement is met but not thereafter maintained, the term for the Expansion Project shall revert to 20 years for each stage of the Expansion Project Investment Period for a total of 25 years or if already beyond the 20 years, shall terminate prospectively.

4. Section 6.01(b)(iii) of the 2008 Fee Agreement is deleted and replaced by the following:

(iii) The Negotiated FILOT applicable to the Expansion Project is for a Term of thirty (30) years as to each Stage of the Expansion Project Investment Period and shall be calculated using: (1) an assessment ratio of 6% for the entire Term; (2) a fixed millage rate of 318.9 mills through property tax year 2028, which is the millage rate applicable from July 1, 2007, through June 30, 2008, and for the remaining years of the Term beginning with property tax year 2029, such millage rate shall be fixed at the greater of 318.9 mills or the millage rate at the Project applicable from July 1, 2027, through June 30, 2028; and (3) the fair market value of such Economic Development Property determined as provided herein below. The Standard Fee Calculation shall apply to the Negotiated FILOT applicable to the Expansion Project.

5. Section 6.01(f)(iii) of the 2008 Fee Agreement is deleted and replaced by the following:

(iii) As noted in Section 5.01(a) above, the County acknowledges that the Company has met all contractual requirements under the Lease regarding investment and job creation at the Original Project. With respect to the Expansion Project, if the investment does not comply with the Expansion Project Contractual Requirement, then the County shall have the rights specified in Section 5.05 hereof. As noted in Section 5.05 hereof, if the Company reaches the level and type of investment specified by the Expansion Project Contractual Requirement, but thereafter fails to maintain the \$49.5 million of investment (of which, at least \$9,830,000 is real property or improvements invested on or after September 1, 2013) specified by the Expansion Project Contractual Requirement but maintains at least \$29.5 million, the Negotiated FILOT with respect to

the investment made at the Expansion Project between September 1, 2013, and August 31, 2018, shall terminate prospectively, unless, at the request of the Company, the County agrees, in its sole discretion, to waive such termination or otherwise adjust the Negotiated FILOT. If the Company fails to maintain \$29.5 million of investment at the Expansion Project, the entire Negotiated FILOT with respect to the Expansion Project, shall terminate prospectively, unless at the request of the Company, the County agrees, in its sole discretion, to waive such termination or otherwise adjust the Negotiated FILOT.

6. Section 8.01 of the 2008 Fee Agreement shall be deleted and replaced with the following:

Section 8.01. Term. Unless sooner terminated pursuant to the terms and provisions contained herein, this Agreement shall be and remain in full force and effect for a term commencing on the date on which the Company executes this Agreement, and ending at midnight on the day the last Negotiated FILOT Payment is made hereunder as described in Section 6.01(b)(ii) and Section 6.01(b)(iii) hereof. The Original Project is for a term of twenty (20) years as to each Stage of the Original Project Investment Period. The Expansion Project is for a term of thirty (30) years as to each Stage of the Expansion Project Investment Period, which is ten (10) years. Provided however, that in the event that the Expansion Project Contractual Requirement is not made between the dates of September 1, 2013 and August 31, 2018, then the term of the Expansion Project is for a term of twenty (20) years as to each Stage of the Expansion Project Investment Period which is Five (5) years. In the event that the Expansion Project Contractual Requirement is met but not thereafter maintained, the term for the Expansion Project shall revert to Twenty (20) years as to each stage of the of the Expansion Project Investment Period or, if already beyond the Twenty (20) years, shall terminate prospectively.

7. Section 8.02 of the 2008 Fee Agreement is deleted and replaced by the following:

Section 8.02. Termination. The County and the Company may agree to terminate this Agreement at any time, or the Company, may, at its option, terminate this Agreement at any time, in which event the Project shall be subject to *ad valorem* taxes from the date of termination. As provided in Sections 5.05 and 6.01(f) of this Agreement, the County may terminate this Agreement if the Company fails to comply, or cause compliance with, the Expansion Project Contractual Requirement by August 31, 2018.

8. Section 10.03 of the 2008 Fee Agreement is deleted and replaced by the following:

Section 10.03. Notices; Demands; Requests. All notices, demands, and requests to be given or made hereunder to or by the County or the Company shall be in writing and shall be deemed to be properly given or made if sent by United States first class mail, postage prepaid, or via facsimile transmission or reputable courier service to the following persons and addresses or to such other persons and places as may be designated in writing by such party.

(a) As to the County:

Lexington County
Attn.: County Administrator
212 S. Lake Drive
Lexington, South Carolina 29072
Phone: 803-785-8100
Fax: 803-785-8101
Email: jmergo@lex-co.com

(b) With a copy (which shall not constitute notice) to:

Jeffrey M. Anderson, Esquire
Lexington County Attorney
P.O. Box 489
140 E. Main Street
Lexington, South Carolina 29071-0489
Phone: 803-359-2512
Fax: 803-359-7478
Email: jeff@oldcourthouse.com

(c) As to the Company:

Owen Electric Steel Company of South Carolina d/b/a
CMC Steel South
Attn: Wilma Murphree
Director of Transaction Taxes
Commercial Metals Company
6565 N. MacArthur Blvd.
Irving, Texas 75039
Phone: 972-409-4754
Fax: 971-409-4912
Email: wilma.murphree@cmc.com

(d) With a copies (which shall not constitute notice) to:

John C. von Lehe, Jr., Esquire or
Jennifer W. Davis, Esquire
Nelson Mullins Riley & Scarborough LLP
P.O. Box 1806
Charleston, SC 29402
Phone: 843-853-5200
Fax: 843-722-8700
Email: john.vonlehe@nelsonmullins.com
Email: jennifer.davis@nelsonmullins.com

9. The 2008 Fee Agreement shall in all other respects remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto, each after due authorization have executed this First Amendment to Fee in Lieu of Tax and Incentive Agreement to be effective as of the date first written above.

LEXINGTON COUNTY, SOUTH CAROLINA

By: _____
William B. Banning, Sr., Chairman
Lexington County Council

Attest:
By: _____
Diana W. Burnett, Clerk
Lexington County Council

**OWEN ELECTRIC STEEL COMPANY OF SOUTH
CAROLINA D/B/A CMC STEEL SOUTH CAROLINA**

By: _____
Name: _____
Title: _____

ORDINANCE 13-06

AN ORDINANCE AUTHORIZING THE EXECUTION AND DELIVERY OF A FIRST AMENDMENT TO FEE IN LIEU OF TAX AND INCENTIVE AGREEMENT BETWEEN LEXINGTON COUNTY, SOUTH CAROLINA AND OWEN ELECTRIC STEEL COMPANY OF SOUTH CAROLINA D/B/A CMC STEEL SOUTH CAROLINA (FORMERLY D/B/A SMI STEEL SOUTH CAROLINA) AND ITS AFFILIATES AND PROJECT SPONSORS TO PROVIDE FOR AN ADDITIONAL INVESTMENT IN LEXINGTON COUNTY BY OWEN ELECTRIC STEEL COMPANY OF SOUTH CAROLINA D/B/A CMC STEEL SOUTH CAROLINA AND AFFILIATES AND PROJECT SPONSORS; AND MATTERS RELATED THERETO.

WHEREAS, Lexington County, South Carolina (the "County") entered into a fee-in-lieu of taxes arrangement pursuant to Title 12, Chapter 44, Code of Laws of South Carolina, 1976, as amended (the "Act"), with Owen Electric Steel Company of South Carolina D/B/A CMC Steel South Carolina (formerly D/B/A SMI Steel South Carolina) and its affiliates and project sponsors (collectively, the "Company"), in connection with which the County and the Company entered into a Fee in Lieu of Tax and Incentive Agreement dated as of August 1, 2008 (the "2008 Fee Agreement") concerning the project (the "Expansion Project"); and

WHEREAS, the Company contemplates increasing its initial promised minimum investment of Twenty-Nine Million Five Hundred Thousand (\$29,500,000) Dollars under the 2008 Fee Agreement for the Expansion Project (as such term is defined in the 2008 Fee Agreement) by making an additional investment of at least Twenty Million (\$20,000,000) in the County thereby making a total investment in the Expansion Project in excess of Forty-Nine Million Five Hundred Thousand (\$49,500,000) Dollars; and

WHEREAS, the County Council, having found that the additional investment will serve the County and assist the County in its economic development efforts, has agreed to (i) amend the 2008 Fee Agreement to extend the Investment Period for the Expansion Project under the 2008 Fee Agreement by five (5) additional years from August 31, 2013, to August 31, 2018, and (ii) to extend the Term of the Expansion Project from twenty (20) years to thirty (30) years; and

WHEREAS, the County has caused to be prepared and presented to this meeting the form of the First Amendment to Fee in Lieu of Tax and Incentive Agreement between the County and the Company, which the County proposes to execute and deliver; and

WHEREAS, it appears that the document above referred to, which is now before this meeting, is in appropriate form and is an appropriate instrument to be executed and delivered or approved by the County for the purposes intended.

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

Section 1. The County finds that the form, terms and provisions of the First Amendment to Fee in Lieu of Tax and Incentive Agreement (“Amended Fee Agreement”) which is before this meeting and filed with the Clerk to County Council is hereby approved and all of the terms, provisions and conditions thereof are hereby incorporated herein by reference as if the Amended Fee Agreement was set out in this Ordinance in its entirety. The Chair of the County Council and the Clerk to County Council be and they are hereby authorized, empowered and directed to execute, acknowledge and deliver the Amended Fee Agreement to the Company. The Amended Fee Agreement is to be in substantially the form now before this meeting and hereby approved, or with such changes therein as shall be approved by the officials of the County executing the same, their execution thereof to constitute conclusive evidence of their approval of any and all changes or revisions therein from the form of Amended Fee Agreement now before this meeting.

Section 2. The Chair of County Council and the Clerk to County Council, for and on behalf of the County, are hereby each authorized and directed to do any and all things necessary to effect the execution and delivery of the Amended Fee Agreement and the performance of all obligations of the County under and pursuant to the Amended Fee Agreement.

Section 3. The consummation of all transactions contemplated by the Amended Fee Agreement is hereby approved.

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

Section 5. The provisions of this Ordinance are hereby declared to be separable and if any section, phrase or provision shall for any reason be declared by a court of competent jurisdiction to be invalid or unenforceable, such declaration shall not affect the validity of the remainder of the sections, phrases and provisions hereunder.

Section 6. All orders, resolutions, ordinances and parts thereof in conflict herewith are, to the extent of such conflict, hereby repealed and this Ordinance shall take effect and be in full force from and after its passage and approval.

DONE, RATIFIED AND ADOPTED this _____ day of _____, 2013.

LEXINGTON COUNTY, SOUTH CAROLINA

William B. "Bill" Banning, Sr., Chairman of Lexington
County Council

ATTEST:

By: _____

Diana W. Burnett
Clerk to Lexington County Council

First Reading: _____, 2013

Second Reading: _____, 2013

Third Reading: _____, 2013

Public Reading: _____, 2013

**FIRST AMENDMENT
TO
FEE IN LIEU OF TAX AND INCENTIVE AGREEMENT
DATED AUGUST 1, 2008, BETWEEN LEXINGTON
COUNTY AND OWEN ELECTRIC STEEL COMPANY OF
SOUTH CAROLINA D/B/A CMC STEEL SOUTH
CAROLINA (FORMERLY D/B/A SMI STEEL SOUTH
CAROLINA),**

DATED AS OF _____, 2013

This First Amendment to Fee in Lieu of Tax and Incentive Agreement amending the Fee in Lieu of Tax and Incentive Agreement dated as of August 1, 2008 ("First Amendment to 2008 Fee Agreement") between Lexington County, South Carolina (the "County"), a body politic and corporate and a political subdivision of the State of South Carolina, and Owen Electric Steel Company of South Carolina d/b/a CMC Steel South Carolina, a corporation organized and existing under the laws of the State of South Carolina (formerly d/b/a SMI Steel South Carolina), acting for itself, any affiliates or other project sponsors (collectively the "Company");

WITNESSETH:

WHEREAS, the County, acting by and through its County Council (the "County Council"), is authorized and empowered under and pursuant to the provisions of the Code of Laws of South Carolina, 1976, as amended through the date hereof (the "Code"), particularly Title 12, Chapter 44 (the "Act") and by Article VIII, Section 13 of the South Carolina Constitution to: (i) enter into agreements with certain investors to construct, operate, maintain, and improve industrial and commercial facilities through which the economic development of the State of South Carolina (the "State") will be promoted by inducing manufacturing and commercial enterprises to locate, remain, and expand in the State and thus utilize and employ the manpower, agricultural products and natural resources of the State; and (ii) covenant with such investors to accept certain Fee in Lieu of *ad valorem* tax ("FILOT") payments with respect to such properties; and

WHEREAS, the County and the Company entered into a Fee in Lieu of Tax and Incentive Agreement, dated August 1, 2008 ("2008 Fee Agreement") regarding an Expansion Project (as such term is defined in the 2008 Fee Agreement) in the County; and

WHEREAS, the 2008 Fee Agreement provided for a minimum investment by the Company of at least Twenty-Nine Million Five Hundred Thousand (\$29,500,000) Dollars by August 31, 2013, in connection with the Expansion Project; and

WHEREAS, it now appears that the initially contemplated Expansion Project investment will be significantly exceeded so that the total Expansion Project investment will be in excess of Forty-Nine Million Five Hundred Thousand (\$49,500,000) Dollars, so that an additional

investment of at least Twenty Million (\$20,000,000) Dollars will be made to the initially contemplated \$29,500,000 investment;

WHEREAS, the County is desirous of inducing the Company to invest an additional Twenty Million (\$20,000,000) Dollars (of which \$9,830,000 will be invested in real property and improvements and \$10,170,000 will be invested in personal property) in the County which will be made between September 1, 2013 and August 31, 2018; and

WHEREAS, the Company agrees to invest an additional Twenty Million (\$20,000,000) Dollars in the County between September 1, 2013 and August 31, 2018 (for a total investment in the County at the Expansion Project of at least Forty-Nine Million Five Hundred Thousand (\$49,500,000) Dollars; and

WHEREAS, the County has determined that the additional \$20 million investment at the Expansion Project will serve the purposes of the Act; and

WHEREAS, Section 12-44-40(K) (i) of the Act provides that a fee agreement may be amended by the parties; and

WHEREAS, Section 10.09 of the 2008 Fee Agreement states that said agreement may be amended by mutual action of the parties; and

WHEREAS, the parties desire, based on the Company's additional investment of \$20 million (of which \$9,830,000 will be in real property and improvements) between September 1, 2013 and August 31, 2018, to amend the 2008 Fee Agreement to extend the Expansion Project Investment Period to August 31, 2018, and to extend the FILOT Term as to the Expansion Project from twenty (20) years to thirty (30) years.

WHEREAS, the County has determined that it is in the best interest of the County to enter into this First Amendment to Fee in Lieu of Tax and Incentive Agreement with the Company subject to the terms and conditions set forth herein.

NOW, THEREFORE, in consideration of the premises; the investment to be created by the Company which will contribute to the tax base and the economic welfare of the County; and the respective representations and agreements hereinafter contained, the County and the Company agree as follows:

1. The following definitions for "Agreement," "Co-Investor," "Expansion Project Contractual Requirement," "Expansion Project Investment Period," "First Amendment to 2008 Fee Agreement," "Sponsor and Sponsor Affiliate," and "Stage" under Section 1.01 of the 2008 Fee Agreement are added and/or replaced by the following definitions:

"Agreement" shall collectively mean the initial Fee in Lieu of Tax and Incentive Agreement dated as of August 1, 2008 and this First Amendment to Fee in Lieu of Tax and Incentive Agreement dated as of _____, 2013, which may be from time to time supplemented or amended as permitted herein.

"Co-Investor" shall mean any Sponsor or Sponsor Affiliate within the meaning of Sections 12-44-30(A)(18) and (19) of the Code, any Affiliate of the Company or of any such Sponsor or Sponsor Affiliate, any developer in a build-to-suit arrangement with respect to the Original Project or the Expansion Project, as the case may be, any lessor of equipment or other property comprising a part of the Original Project or the Expansion Project, as the case may be, any financing entity or other third party investing in or providing funds for the Original Project or the Expansion Project, as the case may be. The Company shall notify the County in writing of the identity of any other Co-Investor and shall to the extent the Company and any such Co-Investor intend to extend the benefits of the Negotiated FILOT to property owned by or leased to such Co-Investor pursuant to Section 7.02 hereof, qualify such Co-Investor as a Sponsor or Sponsor Affiliate pursuant to the Simplified FILOT Act. As of the date of original execution and delivery of this First Amendment to the 2008 Fee Agreement, the only Co-Investors with respect to the Expansion Project are: (1) CMC Steel Fabricators, Inc. d/b/a CMC Joist & Deck; (2) CMC Steel Fabricators, Inc. d/b/a CMC Steel Southern Post; (3) Owen Industrial Products, Inc. d/b/a CMC Metal Recycling; (4) Owen Electric Steel Company of South Carolina d/b/a Spray Forming International; (5) CMC Cometals Processing, Inc. d/b/a Cometals CMC South Carolina; (6) Owen Electric Steel Company of South Carolina d/b/a Owen Electric Steel Rolling Mill; (7) Owen Electric Steel Company of South Carolina d/b/a the Melt Shop; and (8) Owen Electric Steel Company of South Carolina d/b/a CMS Roll Mill. There are currently no Co-Investors with respect to the Original Project.

"Expansion Project Contractual Requirement" shall mean total investment by the Company on or before August 31, 2018 of not less than \$49,500,000 (without regard to depreciation or other diminution in value) in the aggregate by the Company and any Co-Investor in assets comprising the Expansion Project and consisting of property which is subject to either *ad valorem* taxes or FILOT Payments and the maintenance of at least \$49,500,000 of investment in such assets (without regard to depreciation or other diminution in value) for the balance of the Term. Such \$49,500,000 shall include an additional investment of \$20,000,000 (of which at least a \$9,830,000 investment of real property and improvements) to be made between September 1, 2013, and August 31, 2018. The Company initially agreed, under the 2008 Fee Agreement, to invest \$29.5 million. By this Amendment to 2008 Fee Agreement, such Expansion Project Contractual Requirement is increased from \$29.5 million to \$49.5 million.

"Expansion Project Investment Period" shall mean the period commencing September 1, 2007 and ending August 31, 2018, as extended pursuant to Section 12-44-30(13) of the Code.

"First Amendment to 2008 Fee Agreement" shall mean this First Amendment to the Fee in Lieu of Tax and Incentive Agreement dated as of August 1, 2008, and as amended as of _____, 2013, between the County and the Company.

"Sponsor" and *"Sponsor Affiliate"* shall mean an entity whose investment with respect to the Original Project or the Expansion Project, as the case may be, will qualify for the Negotiated FILOT pursuant to Section 7.02 hereof and Sections 12-44-30(A)(18) or (19) and Section 12-44-130 of the Code if the Statutory Investment Requirement is met by August 31, 2013. As of the date of original execution and delivery of this First Amendment to 2008 Fee Agreement, the only Sponsors or Sponsor Affiliates with respect to the Expansion Project are: (1) CMC Steel

Fabricators, Inc. d/b/a CMC Joist & Deck; (2) CMC Steel Fabricators, Inc. d/b/a CMC Steel Southern Post; (3) Owen Industrial Products, Inc. d/b/a CMC Metal Recycling; (4) Owen Electric Steel Company of South Carolina d/b/a Spray Forming International; (5) CMC Cometals Processing, Inc. d/b/a Cometals CMC South Carolina; (6) Owen Electric Steel Company of South Carolina d/b/a Owen Electric Steel Rolling Mill; (7) Owen Electric Steel Company of South Carolina d/b/a the Melt Shop; and (8) Owen Electric Steel Company of South Carolina d/b/a CMS Roll Mill. There are currently no Sponsors or Sponsor Affiliates with respect to the Original Project.

"Stage" with respect to the Project, shall mean the year within which Economic Development Property, if any, is placed in service during each of the Original Project Investment Period or the Expansion Project Investment Period, as applicable.

All other definitions and terms in the 2008 Fee Agreement are unchanged.

2. Section 5.05 of the 2008 Fee Agreement is deleted and replaced by the following:

Section 5.05. Failure to Comply with Expansion Project Contractual Requirement.

(i) If the Company fails to reach the level and type of investment specified by the Expansion Project Contractual Requirement on or before August 31, 2018, but has invested at least \$29.5 million by August 31, 2013, the Negotiated FILOT specified herein with respect to the Company's investment at the Expansion Project between September 1, 2013, and August 31, 2018, shall terminate retroactively, unless, at the request of the Company, the County agrees, in its sole discretion, to waive such termination or otherwise adjust such incentives. The Negotiated FILOT as to the Company's investment on or before August 31, 2013, shall remain in effect.

(ii) If the Company reaches the level of investment and type specified by the Expansion Project Contractual Requirement, but thereafter fails to *maintain* \$49.5 million of investment (of which, at least \$9,830,000 is real property or improvements invested) on or after September 1, 2013, as specified by the Expansion Project Contractual Requirement but maintains at least \$29.5 million of investment, the Negotiated FILOT with respect to the investment made at the Expansion Project between September 1, 2013, and August 31, 2018, shall terminate prospectively, unless, at the request of the Company, the County agrees, in its sole discretion, to waive such termination or otherwise adjust such incentives.

(iii) If the Company fails to *maintain* \$29.5 million of investment at the Expansion Project, the entire Negotiated FILOT, with respect to the Expansion Project, shall terminate prospectively, unless, at the request of the Company, the County agrees, in its sole discretion, to waive such termination or otherwise adjust such incentives.

3. Section 6.01(b)(i) of the 2008 Fee Agreement is deleted and replaced by the following:

(b) Subject to adjustment pursuant to the provisions of this Section 6.01, the Negotiated FILOT shall be calculated each year in accordance with the following provisions:

(i) For each Stage (annual increment) of investment in Economic Development Property during the Original Project Investment Period and the Expansion Project Investment Period, respectively, the annual Negotiated FILOT Payment with respect to the Original Project shall be payable for a period of 20 years for a total of 27 years for the Original Project and, with respect to the Expansion Project, shall be payable for a period of 30 years for a total of 40 years for the Expansion Project. Provided however, that in the event that the Expansion Project Contractual Requirement is not made between the dates of September 1, 2013 and August 31, 2018, then the Negotiated FILOT Payment with respect to the Expansion Project shall be payable for a period of 20 years for each stage of the Expansion Project Investment Period for a total of 25 years for the Expansion Project. In the event the Expansion Project Contractual Requirement is met but not thereafter maintained, the term for the Expansion Project shall revert to 20 years for each stage of the Expansion Project Investment Period for a total of 25 years or if already beyond the 20 years, shall terminate prospectively.

4. Section 6.01(b)(iii) of the 2008 Fee Agreement is deleted and replaced by the following:

(iii) The Negotiated FILOT applicable to the Expansion Project is for a Term of thirty (30) years as to each Stage of the Expansion Project Investment Period and shall be calculated using: (1) an assessment ratio of 6% for the entire Term; (2) a fixed millage rate of 318.9 mills through property tax year 2028, which is the millage rate applicable from July 1, 2007, through June 30, 2008, and for the remaining years of the Term beginning with property tax year 2029, such millage rate shall be fixed at the greater of 318.9 mills or the millage rate at the Project applicable from July 1, 2027, through June 30, 2028; and (3) the fair market value of such Economic Development Property determined as provided herein below. The Standard Fee Calculation shall apply to the Negotiated FILOT applicable to the Expansion Project.

5. Section 6.01(f)(iii) of the 2008 Fee Agreement is deleted and replaced by the following:

(iii) As noted in Section 5.01(a) above, the County acknowledges that the Company has met all contractual requirements under the Lease regarding investment and job creation at the Original Project. With respect to the Expansion Project, if the investment does not comply with the Expansion Project Contractual Requirement, then the County shall have the rights specified in Section 5.05 hereof. As noted in Section 5.05 hereof, if the Company reaches the level and type of investment specified by the Expansion Project Contractual Requirement, but thereafter fails to maintain the \$49.5 million of investment (of which, at least \$9,830,000 is real property or improvements invested on or after September 1, 2013) specified by the Expansion Project Contractual Requirement but maintains at least \$29.5 million, the Negotiated FILOT with respect to

the investment made at the Expansion Project between September 1, 2013, and August 31, 2018, shall terminate prospectively, unless, at the request of the Company, the County agrees, in its sole discretion, to waive such termination or otherwise adjust the Negotiated FILOT. If the Company fails to maintain \$29.5 million of investment at the Expansion Project, the entire Negotiated FILOT with respect to the Expansion Project, shall terminate prospectively, unless at the request of the Company, the County agrees, in its sole discretion, to waive such termination or otherwise adjust the Negotiated FILOT.

6. Section 8.01 of the 2008 Fee Agreement shall be deleted and replaced with the following:

Section 8.01. Term. Unless sooner terminated pursuant to the terms and provisions contained herein, this Agreement shall be and remain in full force and effect for a term commencing on the date on which the Company executes this Agreement, and ending at midnight on the day the last Negotiated FILOT Payment is made hereunder as described in Section 6.01(b)(ii) and Section 6.01(b)(iii) hereof. The Original Project is for a term of twenty (20) years as to each Stage of the Original Project Investment Period. The Expansion Project is for a term of thirty (30) years as to each Stage of the Expansion Project Investment Period, which is ten (10) years. Provided however, that in the event that the Expansion Project Contractual Requirement is not made between the dates of September 1, 2013 and August 31, 2018, then the term of the Expansion Project is for a term of twenty (20) years as to each Stage of the Expansion Project Investment Period which is Five (5) years. In the event that the Expansion Project Contractual Requirement is met but not thereafter maintained, the term for the Expansion Project shall revert to Twenty (20) years as to each stage of the of the Expansion Project Investment Period or, if already beyond the Twenty (20) years, shall terminate prospectively.

7. Section 8.02 of the 2008 Fee Agreement is deleted and replaced by the following:

Section 8.02. Termination. The County and the Company may agree to terminate this Agreement at any time, or the Company, may, at its option, terminate this Agreement at any time, in which event the Project shall be subject to *ad valorem* taxes from the date of termination. As provided in Sections 5.05 and 6.01(f) of this Agreement, the County may terminate this Agreement if the Company fails to comply, or cause compliance with, the Expansion Project Contractual Requirement by August 31, 2018.

8. Section 10.03 of the 2008 Fee Agreement is deleted and replaced by the following:

Section 10.03. Notices; Demands; Requests. All notices, demands, and requests to be given or made hereunder to or by the County or the Company shall be in writing and shall be deemed to be properly given or made if sent by United States first class mail, postage prepaid, or via facsimile transmission or reputable courier service to the following persons and addresses or to such other persons and places as may be designated in writing by such party.

(a) As to the County:

Lexington County
Attn.: County Administrator
212 S. Lake Drive
Lexington, South Carolina 29072
Phone: 803-785-8100
Fax: 803-785-8101
Email: jmergo@lex-co.com

(b) With a copy (which shall not constitute notice) to:

Jeffrey M. Anderson, Esquire
Lexington County Attorney
P.O. Box 489
140 E. Main Street
Lexington, South Carolina 29071-0489
Phone: 803-359-2512
Fax: 803-359-7478
Email: jeff@oldcourthouse.com

(c) As to the Company:

Owen Electric Steel Company of South Carolina d/b/a
CMC Steel South
Attn: Wilma Murphree
Director of Transaction Taxes
Commercial Metals Company
6565 N. MacArthur Blvd.
Irving, Texas 75039
Phone: 972-409-4754
Fax: 971-409-4912
Email: wilma.murphree@cmc.com

(d) With a copies (which shall not constitute notice) to:

John C. von Lehe, Jr., Esquire or
Jennifer W. Davis, Esquire
Nelson Mullins Riley & Scarborough LLP
P.O. Box 1806
Charleston, SC 29402
Phone: 843-853-5200
Fax: 843-722-8700
Email: john.vonlehe@nelsonmullins.com
Email: jennifer.davis@nelsonmullins.com

9. The 2008 Fee Agreement shall in all other respects remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto, each after due authorization have executed this First Amendment to Fee in Lieu of Tax and Incentive Agreement to be effective as of the date first written above.

LEXINGTON COUNTY, SOUTH CAROLINA

By: _____
William B. Banning, Sr., Chairman
Lexington County Council

Attest:
By: _____
Diana W. Burnett, Clerk
Lexington County Council

**OWEN ELECTRIC STEEL COMPANY OF SOUTH
CAROLINA D/B/A CMC STEEL SOUTH CAROLINA**

By: _____
Name: _____
Title: _____

