

**AGENDA  
LEXINGTON COUNTY COUNCIL  
Committee Meetings**

**March 25, 2014**

**Second Floor - County Administration Building  
212 South Lake Drive, Lexington, SC 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](mailto:dburnett@lex-co.com) at least two business days prior to the scheduled meeting date**

**Times are tentatively scheduled committee meetings that may run behind or ahead of schedule; therefore, the times could change by as much as 30 minutes. Also, if time permits, Council may elect to enter into Executive Session to discuss contractual, legal, personnel matters, etc.**

**12:50 p.m. - 1:35 p.m. - Economic Development**

- (1) Pine Plain Road at Highway 176 - Economic Development - Chuck Whipple, Director..... A
- (2) Project Brew (Project Gargoyle) - Economic Development - Chuck Whipple, Director
- (3) Project Liam - Economic Development - Chuck Whipple, Director
- (4) Meeting of December 10, 2013 - Approval of Minutes ..... B
- (5) Old Business/New Business
- (6) Adjournment

**1:35 p.m. - 1:40 p.m. - Planning and Administration**

- (1) Library Services and Technology Act (LSTA) Grant Application - Library Services - Dee Bedenbaugh, Director..... C
- (2) Meeting of December 10, 2013 - Approval of Minutes ..... D
- (3) Old Business/New Business
- (4) Adjournment

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

- (1) Meeting of December 10, 2013 - Approval of Minutes ..... E
- (2) Old Business/New Business
- (3) Adjournment

**1:45 p.m. - 2:10 p.m. - Public Works & Solid Waste Management**

- (1) Ruth Vista Road Paving Recommendation - Public Works - Wrenn Barrett, Director of Public Works..... F
- (2) DHEC's Solid Waste Reduction & Recycling Grant Application (Goal 1) - Solid Waste Management - Dave Eger, Director ..... G
- (3) DHEC's Solid Waste Tire Grant Application (Goal 1) - Solid Waste Management - Dave Eger, Director..... H

- (4) DHEC's Solid Waste Used Oil Grant Application (Goal 1) - Solid Waste Management - Dave Eger, Director..... I
- (5) Meeting of December 10, 2013 - Approval of Minutes ..... J
- (6) Old Business/New Business - Stormwater Utility Fee; and Pine Glen Alternate Exit (Emergency Access Road Cost); Nursery Road Bridge Update; Permanent Water Quality Buffer Requirement Concerns; Dixired Road; Stormwater Ordinance; SOP for Road Closings
- (7) Adjournment

**2:10 p.m. - 2:15 p.m. - Airport**

- (1) Meeting of December 10, 2013 - Approval of Minutes ..... K
- (2) Old Business/New Business
- (3) Adjournment

**2:15 p.m. - 2:45 p.m. - County Transportation**

- (1) C-Fund Overview - Public Works - Wrenn Barrett ..... L
- (2) Old Business/New Business
- (3) Adjournment

**2:45 p.m. - 4:15 p.m. - Committee of the Whole**

- (1) S. 137 Emma's Law - Councilman Kinard ..... M
- (2) Ordinance 14-04 - An Ordinance Calling for a Referendum and Ballot Question - 1<sup>st</sup> Reading ..... N
- (3) Meeting of December 10, 2013 - Approval of Minutes ..... O
- (4) Possible Executive Session if Time Permits
- (5) Old Business/New Business
- (6) 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**

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

### **Planning & Administration**

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

### **Justice**

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

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

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

### **Airport**

F. Townsend, III, Chairman  
J. Kinard, V Chairman  
K. Collins  
B. Matthews  
T. Cullum

### **County Transportation**

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

### **Committee of the Whole**

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

**AGENDA  
LEXINGTON COUNTY COUNCIL**

**March 25, 2014**

**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](mailto: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**

**Presentations**

- (1) SCAC 2013 Safety Achievement Award Presented by John Henderson, SCAC Risk Manager
- (2) American Heart Association 2014 Gold Level Fit Friendly Company Award - Human Resources - Valerie Bridges, Senior Development Director, Midlands Heart Walk, American Heart Association

**Presentation of Resolution**

- (1) Resolution Presented to Dr. Karen Woodward by Chairman Jeffcoat

**Administrator's Report**

- (1) William "Bill" Ellen, President/CEO- Midlands Authority for Conventions, Sports, and Tourism
- (2) Presentation of Requested FY14-15 General and Non-General Fund Budgets

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

**Resolutions**

- (1) April 2014 Fair Housing Month..... P
- (2) Reverend Dr. Charles B. Jackson, Sr. .... Q

**Appointments**

- (1) Boards and Commissions ..... R

**Bids/Purchases/RFPs**

- (1) Thirty-Nine (39) Motorola 800 MHz Radios - Public Safety/Fire Service ..... S
- (2) Olde Saluda Passage Storm Drain Replacement - Public Works ..... T
- (3) Household Hazardous Waste Collection Event - Solid Waste Management ..... U

**Approval of Minutes**

- (1) Meeting of January 27, 2014 ..... V

**Ordinance(s)**

- (1) Ordinance 14-01 - Ordinance Authorizing the Execution and Delivery of an Infrastructure Credit Agreement by & Among Lexington County, South Carolina, McQueen Holdings, LLC, and the Marwin Company, Inc., and Other Matters Related Thereto - 2<sup>nd</sup> Reading ..... W
- (2) Ordinance 14-03 - An Ordinance to Amend Ordinance No. 95-12 as Amended by Subsequent Ordinances Relating to the Joint County Industrial Park of Lexington and Calhoun Counties so as to Enlarge the Park (McQueen Holdings, LLC and the Marwin Company, Inc.) - 2<sup>nd</sup> Reading ..... X

**Committee Reports**

**Committee of the Whole, J. Jeffcoat, Chairman**

- (1) S. 137 Emma's Law - Councilman Kinard ..... M
- (2) Ordinance 14-04 - An Ordinance Calling for a Referendum and Ballot Question - 1<sup>st</sup> Reading ..... N

**Budget Amendment Resolutions**

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

- (1) Ordinance 14-01 - Ordinance Authorizing the Execution and Delivery of an Infrastructure Credit Agreement by & Among Lexington County, South Carolina, McQueen Holdings, LLC, and the Marwin Company, Inc., and Other Matters Related Thereto ..... Y
- (2) Ordinance 14-02 - An Ordinance Adopting a Supplemental Appropriation to Not Exceed Five Million, Nine Hundred Thousand (\$5,900,000.00) Dollars ..... Z
- (3) Ordinance 14-03 - An Ordinance to Amend Ordinance No. 95-12 as Amended by Subsequent Ordinances Relating to the Joint County Industrial Park of Lexington and Calhoun Counties so as to Enlarge the Park (McQueen Holdings, LLC and the Marwin Company, Inc.)..... 1
- (4) Zoning Text Amendment #T14-01 (Goal 2) - Charlie Compton, Director of Planning and GIS..... 2
- (5) Zoning Text Amendment #T14-03 (Goal 2) - Charlie Compton, Director of Planning and GIS..... 3

**OLD BUSINESS/NEW BUSINESS**

**EXECUTIVE SESSION/LEGAL BRIEFING**

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

**ADJOURNMENT**

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**COUNTY OF LEXINGTON  
LIBRARY FEDERAL FUNDS  
Annual Budget  
Fiscal Year - 2013-14**

Object Code	Revenue Account Title	Actual 2011-12	Received Thru Jun 2012-13	Amended Budget Thru Jun 2012-13	Projected Revenues Thru Jun 2012-13	Awarded 2013-14	Requested 2013-14	Awarded 2013-14
<b>* Library Federal Funds 2340:</b>								
<b>Revenues (Organization: 000000)</b>								
457000	Federal Grant Income	0	450	529	529	1,988	1,823	
<b>** Total Revenue</b>		0	450	529	529	1,988	1,823	
<b>***Total Appropriation</b>					529	1,988	1,823	
FUND BALANCE								
Beginning of Year					0	0	0	
FUND BALANCE - Projected								
End of Year					0	0	0	

Fund: 2340  
Division: Library  
Organization: 230099 - Library/Non-Departmental

						<b>BUDGET</b>	
Object Code	Expenditure Classification	2011-12 Expend	2012-13 Expend (Jun)	2012-13 Amended (Jun)	2013-14 Awarded	2013-14 Requested	2013-14 Awarded
<b>Personnel</b>							
<b>* Total Personnel</b>		0	0	0	0	0	0
<b>Operating Expenses</b>							
521200	Operating Supplies	0	450	529	0	0	
525210	Conference, Meeting & Training Expense	0	0	0	1,988	1,823	
<b>* Total Operating</b>		0	450	529	1,988	1,823	
<b>** Total Personnel &amp; Operating</b>		0	450	529	1,988	1,823	
<b>Capital</b>							
<b>** Total Capital</b>		0	0	0	0	0	
<b>*** Total Budget Appropriation</b>		0	450	529	1,988	1,823	0

**South Carolina State Library**  
**LSTA Tuition Assistance - Guidelines and Application Directions**  
**State FY2014 - LSTA FFY13**

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Grants of Library Services and Technology Act (LSTA) funds are available for reimbursement of tuition paid by a County Library for a Library employees' coursework completed in pursuit of the Masters Degree in Library and Information Science.

Refer to these guidelines and directions for completing and submitting an application for Tuition Assistance grants and requests for reimbursement.

### **General information**

- Tuition grants are made to the applicant library on a reimbursement basis only – no pre-pays.
- Grants can be used only to reimburse tuition; fees, books, and other expenditures (such as travel expenses, parking, etc.) are the student's responsibility. Those expenses can be used as part of the student's matching funds for the grant (see below.)
- A public library as a unit of a County is the applicant for this grant (not the participating employee).
- Grants are available on a first come, first served basis, determined by the date applications are received at the State Library. Applications with all required elements in place will take priority over incomplete applications received on the same date.
- When adequate funds are available, a library may seek a grant on behalf of no more than two employees for one course each per semester, or one employee taking no more than two courses per semester.
- Consideration should be given to the difficulty of working a full-time job as well as completing graduate coursework. Library Directors must be prepared to work with employees to be sure all responsibilities can reasonably be met.
- Contact the LSTA Coordinator about additional applicants; additional grants may be awarded if funds are available.
- Information about graduate tuition at USC-SLIS is found on the college website:  
<http://www.libsci.sc.edu/program/fees.htm>

### **Eligibility**

- Full-time Library staff only may receive assistance under this program. "Full time" means that the employee holds a paid permanent position at the library and works the number of hours defined as a full week by the county.
- The employee must be enrolled in a Masters program at an accredited, ALA-approved school of librarianship.
- Only coursework in preparation for the MLIS is reimbursable under this grant (no Ph.D., B.S., or certificate programs are eligible for reimbursement.)
- Participant must have successfully completed at least nine (9) hours of prior coursework in library and information studies before applying for this award.
- Assistance can only be given for coursework that meets at least one of the six Federal purposes for LSTA as stated in the SCSL 2013-2017 Five Year Plan. Courses which are general introductions to librarianship do not meet these specific goals, and are not eligible for assistance. Students are advised to take introductory courses as the first nine hours of their program of study. Most subsequent coursework will likely correspond to the LSTA purposes.

## **Application process for the Tuition Assistance Grant**

- Applications will be received beginning in August 2012 for the Fall semester (begins August 23 at SLIS in Columbia.)
- Fill out and sign the application form as indicated (both sections.)
- The employee must provide documented proof of completion of at least 9 hours of coursework in an MLIS program for inclusion with the initial application (does not need to be included in subsequent applications.)
- The employee must provide documented proof of having received passing grades in all prior coursework for the degree. The current GPA must meet the level required for graduating from the institution (3.0 for USC-SLIS in 2012.)
- Attach a photocopy of the institution's description of the coursework for which tuition is being paid (catalog page, printed web page, etc.)
- Libraries must commit matching funds of at least 34% of total expenses (i.e., the entire cost for the semester, including tuition, fees, books, travel expenses and parking, student's wages if attending class on work time.) Matching funds may consist of local funds, State Aid, or student contribution. LSTA funds may comprise up to 66% of total expenses.
- Return the application with original signatures and accompanying documents to: Kathy Sheppard, LSTA Coordinator, South Carolina State Library, P.O. Box 11469, Columbia SC, 29211.
- Applications may be submitted by IMS or U.S. Mail at any time beginning in August 20, 2013 through May 31, 2014.
- If an award is made, the State Librarian will sign an award which will be mailed to the library director. Receipt of the award packet is the official notification of the award.

## **Reimbursement process**

1. Reimbursement requests for completed coursework for each semester may be submitted following a semester.
2. Reimbursement requests must include:
  - ✓ A Reimbursement Request form completed and signed by the Library Director and the employee.
  - ✓ Receipt for tuition paid (any of the following) showing name of student, name/number of course taken, and amount paid/zero balance:
    - i. University receipt OR
    - ii. Photocopy of a check or voucher showing payment amount and the university as payee OR
    - iii. Credit card statement (mark through any account numbers to preserve confidentiality)
  - ✓ Documentation (generally a transcript) showing satisfactory completion of the coursework described in the application, and satisfactory GPA.
3. Reimbursements will be made when all items have been received and approved. Reimbursement checks are made out to the County and are mailed to the County Treasurer. The library may then reimburse the student if personal funds were expended. Libraries are encouraged to check on the progress of the reimbursement check once mailed from the State Library to ensure it is properly applied at the County level.
4. Return the one-page reimbursement request form and all accompanying documents with original signatures to: Kathy Sheppard, LSTA Coordinator, South Carolina State Library, P. O. Box 11469 Columbia, SC 29211.



Main Library  
5440 Augusta Rd  
Lexington, SC 29072  
(803) 785-2600

Batesburg-Leesville  
Branch  
203 Armory St.  
Batesburg, SC 29006  
(803) 532-9223

Cayce-West Columbia  
Branch  
1500 Augusta Rd.  
West Columbia,  
SC 29169  
(803) 794-6791

Chapin Branch  
129 NW Columbia Ave.  
Chapin, SC 29036  
(803) 345-5479

Gaston Branch  
214 S. Main St.  
P.O. Box 479  
Gaston, SC 29053  
(803) 791-3208

Gilbert-Summit Branch  
405 Broad St.  
Gilbert, SC 29054  
(803) 785-5387

Irmo Branch  
6251 St. Andrews Rd.  
Columbia, SC 29212  
(803) 798-7880

Pelion Branch  
206 Pine Street  
Pelion, SC 29123  
(803) 785-3272

South Congaree-Pine  
Ridge Branch  
200 Sunset Dr.  
West Columbia, SC 29172  
(803) 785-3050

Swansea Branch  
199 N. Lawrence Ave.  
Swansea, SC 29160  
(803) 785-3519

Bookmobile  
(803) 785-2649

www.lex.lib.sc.us

### Lexington County Library Tuition Reimbursement Grant Program Agreement Funded through LSTA (Library Services and Technology Act)

The parties to the Library Program Agreement are Lexington County ("The County"), Lexington County Public Library System, and Amanda Brown ("Employee"), an employee of Lexington County. The general basis for this agreement is to require the Employee to agree to remain employed by the County, specifically the Lexington County Public Library System for thirty-six months after completing the MLIS program which the Employee is requesting grant tuition reimbursement.

**LSTA Grant.** The Employee will be responsible for maintaining all necessary student/employee requirements and stipulations of the LSTA Grant. See attached.

**At Will Employment Status.** Nothing in this Agreement is intended to alter Employee's "at will" employment status. As an "at Will" employee, either Employee or Lexington County may terminate the employment relationship at any time; with or without notice or cause.

**County Discretion in Enforcing This Agreement.** The County shall have the right to exercise its sole discretion regarding the LSTA grant application should unforeseen circumstances arise.

**Enforcement and Costs.** Employee agrees to pay the County for any costs and attorneys' fees incurred in attempting to enforce the provisions of this Agreement.

Amanda Brown  
Employee

3-12-14  
Date

Donna H. F. [Signature]  
Lexington County Public Library System

3-12-14  
Date

**FOR SCSL USE ONLY**LSTA Grant Award #: \_\_\_\_\_  
Program Year Funds: \_\_\_\_\_ FFY11 \_\_\_\_\_South Carolina State Library  
P.O. Box 11469  
Columbia, SC 29211**LIBRARY SERVICE AND TECHNOLOGY ACT (LSTA) – TUITION ASSISTANCE GRANT APPLICATION**

State Fiscal Year 2014 - Federal Fiscal Year 2013

**SOUTH CAROLINA STATE LIBRARY****P.L. 108-81, AS AMENDED - LS-00-13-0041-13 - CFDA No. 45.310**

Read the Guidelines for this grant before completing the application; use MS Word or write legibly by hand. Submit with original signatures to: Kathy Sheppard, LSTA Coordinator, SC State Library, P.O. Box 11469, Columbia, SC 29211-1469. Do not fax or email.

**Employee Name and Position at Library:** Amanda Brown, Library Assistant II  
**Applicant Library:** Lexington County Public Library

**Employee's date of hire:** 10/8/2002 **Full time employee?**  Yes  No

**Title and number of courses:**SLIS 754 Library Programming for Children and Young Adults,  
SLIS 756 Children's Materials

**Attach photocopy of institution's course description.**

**Credit hours to be earned:** 6

**Library School:** USC-Columbia, School of Library and Information Science  
**Academic term/semester and year:** Spring 2014

**Calculate tuition expenses and matching funds (see sample budget):**

	LSTA Funds Requested*	Matching Funds: Local library funds, personal or other contribution, State Aid (public libraries only) or other local funding	TOTAL EXPENSES
Tuition	\$1,823 (66% of total expense)	\$837	\$2,660
Other expenses		\$102 Tech Fee	\$102 Tech Fee
<b>TOTALS</b>	<b>\$1,823</b>	<b>\$939</b>	<b>\$2,762</b>

**To be completed by the Library Director:**

I have read and understand the guidelines and requirements undertaken by my employee for this LSTA Tuition Assistance Grant. All information provided in this application, and all statements made, are true and correct.



**Library Director Signature**

3-13-14

**Date**

**Student/Employee Section**

This section is to be completed by the student/employee. (Type or legibly hand-write, or attach separate page.)

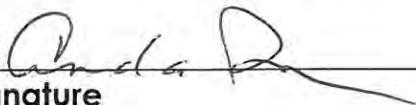
1. Briefly describe your current position and responsibilities OR attach your current position description.

Please see attached page.

2. Describe your expectation as to how the coursework funded by this LSTA grant will enhance your ability to work with library users in relation to the Federal purpose(s) selected.

Please see attached page.

I have read and understand the guidelines and requirements for this LSTA Tuition Assistance Grant. All information provided in this application, and all statements made, are true and correct.



**Employee signature**

3-8-14

**Date**

**Lexington County Public Library System – October 2002 - Present**

- **Cayce-West Columbia Branch Library - April 2003 – Present**  
**Library Assistant II – Circulation Coordinator**
  
- **Irmo Branch Library – October 2002 – March 2003**  
**Library Assistant I – Circulation Staff**

My daily duties at the library include coordinating and performing circulation duties, including checking materials in and out, renewing books, registering patrons for new library cards, establishing and updating patron records, assessing damage to library materials, notifying patrons of holds and overdue fines, placing books on hold as requested, sorting materials to be sent to other libraries, emptying book drop, etc. I also collect and explain various fines and fees to patrons; process new materials, magazines and periodicals; accept and evaluate the physical condition of books and/or audiovisual donations; shelve and shift materials as needed; read shelves; search for missing items. I provide information services to patrons in person and over the telephone; and, I interpret and explain library policies and procedures to the public. I also instruct and assist patrons with the use of library equipment and resources, including Internet computers, the OPAC, eReaders, copiers, etc. I help with our Meeting Room scheduling, and I cover YS and Reference as needed.

I love providing readers' advisory each day. I utilize library resources, such as NoveList Plus, Books & Authors, OverDrive, Zinio, DISCUS Databases, Fantastic Fiction, Goodreads, and KDL.org for helpful reader suggestions. We use Polaris at LCPL. I receive and respond to patron requests for materials; mend materials as needed; organize and replenish supplies at the circulation desk; and, run daily reports. I retrieve and process holds on daily report; provide training, coordination and leadership to LA 1s, Pages, & volunteers. I also:

- create and maintain daily desk schedules
- balance the cash drawer and transfer monies to safe at closing
- attend weekly manager meetings; training/workshops as needed
- select the "booking ahead fiction" for CWC from Baker & Taylor
- as an eBook committee member, I select popular fiction eBooks each month for LCPL from our vendors, OverDrive and 3M.
- as a member of the Adult Summer Reading committee, I create and process system-wide bookmark for ASR entry ticket; help with ASR program planning and prizes.
- Most importantly, I maintain a strong rapport with my patrons and staff. I love my job! ☺

## Supporting the Federal Purposes

I have worked in Circulation at the Cayce-West Columbia Branch of the Lexington County Public Library System for 11 years. Though I plan to continue working in Circulation, I look forward to expanding my professional knowledge and experience into other areas, including program planning and children's material collections. These skills will be invaluable in any professional position I hold in the future. Our library system serves a diverse population of more than 30,000. The coursework I am pursuing is geared toward public libraries; and with the help from the LSTA funding, I will continue to expand my learning in order to better serve our patrons. With regard to the six Federal purposes, this grant will enhance my ability to promote services and provide access to information for individuals of all ages (1 & 2) and to target library services to individuals of diverse backgrounds and/or limited functional literacy or information skills (4 & 5). My courses this semester – Programming for Children and Young Adults (SLIS 754) and Children's Materials (SLIS 756) – will help me learn how to review, select, and build a collection, as well as understand how to engage and target young adult users at the library. Learning how to plan and implement library programs is essential to expanding services and access to educational resources.

I truly care about my library and our patrons, and I am proud to be pursuing this degree to become a professional librarian. I will graduate August 9, 2014 with my Masters in Library and Information Science degree. Though I have learned much already through time and experience, I look forward to gaining new skills and knowledge that will help me continue providing excellent public service and representing Lexington County Public Library System. Thank you for the assistance granted for the fall semester of 2013. I appreciate any additional assistance available and look forward to representing the field of librarianship.



South Carolina's Flagship University

REGISTER

Spring 2014

# SLIS 754 Library Programming for Children and Young Adults

**CLASS SESSION BEGINS:** Monday, January 13, 2014

**NOTE:** Please register for SLIS 754 no later than Jan. 6, 2014.

SEARCH

USC  THIS SITE

**On-Campus Sessions/Orientation Information:** There will be one optional session at USC Columbia on Saturday, April 26, 10 a.m. - 4 p.m. ET, in Davis College, Room 216.

**Online Session Information:** There will be live online sessions via Adobe Connect on Tuesdays: Jan. 14 & 28; Feb. 18; Mar. 18; and Apr. 15, 4:10 - 5:30 p.m. ET. Students may be present either in person or online for the live sessions or may view them at a later time. Students may attend class in Swearingen Engineering Center, Room 2A05. For students viewing the class live online, the Adobe Connect URL will be posted in Blackboard by the instructor prior to the first session; students may call in with questions. Students viewing at a later time may visit the Web site at [video.sc.edu](http://video.sc.edu); click on the appropriate college/school and then your class link to view lectures; students are responsible for all material. High-speed Internet access is required for Adobe Connect.

**Syllabus Information:** Available online in Blackboard.

**Assignment Information:** Available online in Blackboard.

**Course Delivery Type:** Web: A Web course is taught using one or more web delivery platforms such as Blackboard, Streaming Video, Adobe Connect etc. Students must have access to a high-speed Internet connection. More information will be provided by the instructor in the course syllabus.

(100% asynchronous - if course has any online or face-to-face meetings, *live attendance will not be required*. For any such sessions, there will be alternative ways to view or obtain the material covered).

**Credit:** 3 semester hours of graduate credit

**Instructor:** Pat Feehan

**Graduate Bulletin Course Description:** The nature, philosophy, and development of non-curricular programs for children and young adults in the school and public library. Among the types of programs to be discussed are storytelling, film programs, reading programs, programs for parents, and other activities associated with library service to young people. Students will study the principles and problems involved in designing, implementing, and evaluating programs of this nature.



**Information is accurate as of  
March 5, 2014, 10:16 am**

(Subject to change)

**Course Materials**

No textbooks are required for this course; see the syllabus for more information.



University of  
South Carolina  
South Carolina's Flagship University

DISTRIBUTED LEARNING

REGISTER

Spring 2014

## SLIS 756 Children's Materials

**CLASS SESSION BEGINS:** Monday, January 13, 2014

**NOTE:** Please register for this course no later than Jan. 6, 2014. Students who are not MLIS majors need permission of instructor to enroll.

**Online Session Information:** There will be live sessions via Adobe Connect on Mondays: Jan. 13, Feb. 10, Mar. 24, and Apr. 28, 4:30 - 6:30 p.m. ET Students may participate live online for the class sessions or may view them at a later time; students are responsible for all material. The Adobe Connect URL will be posted in Blackboard by the instructor prior to the first session. High-speed Internet access is required for Adobe Connect.

**Syllabus Information:** Available online in Blackboard.

**Assignment Information:** Available online in Blackboard.

**Course Delivery Type:** Web: A Web course is taught using one or more web delivery platforms such as Blackboard, Streaming Video, Adobe Connect etc. Students must have access to a high-speed Internet connection. More information will be provided by the instructor in the course syllabus.

(100% asynchronous - if course has any online or face-to-face meetings, *live attendance will not be required*. For any such sessions, there will be alternative ways to view or obtain the material covered).

**Credit:** 3 semester hours of graduate credit

**Instructor:** Donna Shannon

**Graduate Bulletin Course Description:** A study of materials intended for children of elementary school age (6-13) with emphasis on the process of evaluating them to meet the educational, cultural, and recreational needs of children.

Information is accurate as of  
March 5, 2014, 10:15 am

(Subject to change)

**Course Materials**

Textbooks are available from the USC University Bookstore in the Russell House Student Union, Greene Street, Columbia, SC, 803-777-4160 (toll free at 888-654-5320). Online text ordering is available through the bookstore Web site at [www.shopgamecocks.com](http://www.shopgamecocks.com). Delivery options are in-store pickup or UPS shipping (Ground, Second Day, or Next Day). Students are required to indicate their course section to order online; there will be a "J" prefix on the course SECTION number for this course. Contact the bookstore for questions about the online ordering system.

?

### Ask a Question about This Course

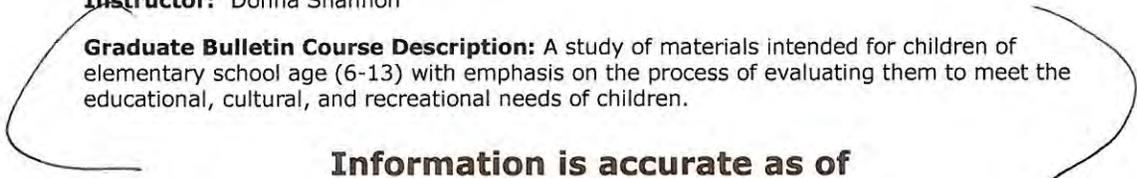
Your Name:

Preferred Method of Contact:  E-mail  Telephone

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COUNTY OF LEXINGTON  
PUBLIC WORKS DEPARTMENT  
ENGINEERING

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

DATE: March 25, 2014  
TO: Joe Mergo III, County Administrator  
FROM: Wrenn Barrett, P.E., Public Works Director  
RE: Paving of Ruth Vista Rd (Rank #11)

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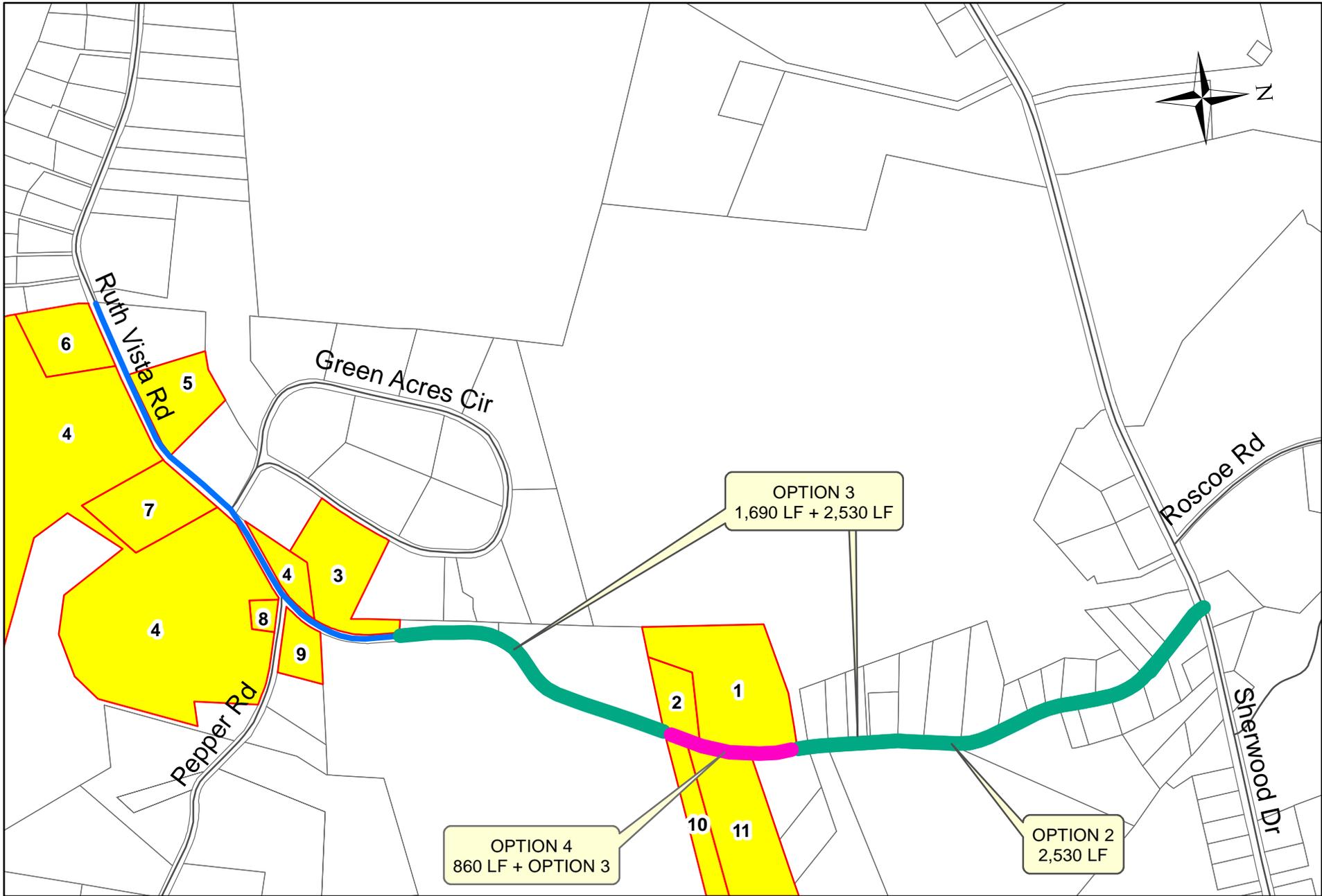
Lexington County Public Works staff has been in the process of confirming right-of-way for the planned paving of Ruth Vista Road from Sherwood Drive to existing pavement (7,900 LF). Public information meetings were held on December 5, 2013 and February 6, 2014. These efforts have resulted in confirming all but eleven (11) of the properties needed for this work. Department of Public Works staff has identified four alternatives for proceeding with this project:

- 1) Remove Ruth Vista Road from the petition list due to the absence of 100% consensus to give necessary right-of-way.
- 2) Partially pave Ruth Vista Road from Sherwood Drive approximately 2,530 LF to the initial properties where right-of-way cannot be obtained.
  - This option would address 27 properties or 82% of the property owners that wish to give right-of-way and have the road paved.
  - This option would improve 32% of the existing dirt portion of Ruth Vista Road.
  - The maintenance and safety deficiencies at the intersection with Sherwood Drive would be corrected.
- 3) Pave Ruth Vista Road as described in Option 2. Retain the existing surface of Ruth Vista Road from the end of Option 2 for approximately 860 LF. Begin paving Ruth Vista Road again for approximately 1,690 LF to the remaining properties where right-of-way cannot be obtained.
  - The total improved length of Ruth Vista Road would be 4,220 LF or 53% of the existing dirt portion.
  - A potential re-alignment of this added section would improve a dangerous curve and move the road away from a residence that is currently 25 LF from the existing centerline of the roadway.
  - The end of pavement would be 765 LF short of the intersection with Pepper Road (logical termini).

- 4) Pave Ruth Vista Road from Sherwood Drive approximately 5,080 LF to a terminus 765 LF short of the intersection with Pepper Road where the majority of the easements cannot be obtained.
- This length includes the sections described in Option 3 but requires paving in the prescriptive easement through the initial properties where right-of-way cannot be obtained, thus eliminating the skip-pave portion.
  - This option would improve 64% of the existing dirt portion of Ruth Vista Road and would address 100% of the property owners that wish to give right-of-way and have the road paved.

Based on the information above, staff recommends proceeding with this project as described in Option #4. We hereby request that the CTC approve Option #4 as recommended by Public Works staff.

**Requested Action: To be presented to the Public Works Committee for recommendation to the County Transportation Committee (CTC) for approval at the April 8, 2014 meeting.**



RANK= 11  
 STATUS= R/W NEGOTIATIONS CONTINUING

### RUTH VISTA RD COUNTY COUNCIL DISTRICT 5

#### Legend

- Prescriptive Paving Sect.
- Ruth Vista Rd Paving
- Right of Way Issues

# **County of Lexington**

## **Department of Solid Waste Management**

498 Landfill Lane  
Lexington, South Carolina 29073  
Telephone: (803) 755-3325  
Facsimile: (803) 755-3833

**To:** Adam DuBose, Assistant Finance Director  
**From:** Amanda H. Edwards, Recycling Coordinator  
**Date:** March 12, 2014  
**Re:** DHEC Solid Waste Reduction & Recycling Grant Application

---

Solid Waste Management is requesting Council committee approval to apply for DHEC's waste reduction and recycling grant.

We are requesting grant funding to improve the County's recycling program and increase the overall recycling rate. These funds will be used to purchase 6 gallon indoor collection recycling bins for use by County residents utilizing the 11 Collection and Recycling Centers.

With the April 18, 2014 deadline required by DHEC, it is requested that the grant application be reviewed by the Public Works and Solid Waste Management committee at the March 25, 2014 committee meeting and reported out at the 4:30 p.m. Council meeting on April 8, 2014.

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



**COUNTY OF LEXINGTON  
SOLID WASTE DHEC MANAGEMENT GRANT  
Annual Budget  
Fiscal Year - 2014-15**

Object Code	Revenue Account Title	Actual 2012-13	Received Thru Dec 2013-14	Amended Budget Thru Dec 2013-14	Projected Revenues Thru Jun 2013-14	Requested 2014-15	Recommend 2014-15	Approved 2014-15
<b>*Solid Waste DHEC Management Grant 5720:</b>								
- Reimbursement Grant -								
<b>Revenues:</b>								
458000	State Grant Income	0	0	37,399	37,399	10,000	10,000	
461000	Investment Interest	0	0	0	0	0	0	
<b>** Total Revenue</b>		<u>0</u>	<u>0</u>	<u>37,399</u>	<u>37,399</u>	<u>10,000</u>	<u>10,000</u>	
<b>***Total Appropriation</b>					37,399	10,000	10,000	
FUND BALANCE								
Beginning of Year								
					<u>1,444</u>	<u>1,444</u>	<u>1,444</u>	
FUND BALANCE - Projected								
End of Year								
					<u>1,444</u>	<u>1,444</u>	<u>1,444</u>	

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

					<b>BUDGET</b>		
Object Expenditure Code	Classification	2012-13 Expend	2013-14 Expend (Dec)	2013-14 Amended (Dec)	2014-15 Requested	2014-15 Recommend	2014-15 Approved
<b>Personnel</b>							
<b>* Total Personnel</b>		<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	
<b>Operating Expenses</b>							
520300	Professional Services	0	0	0	5,000	5,000	
520239	E-Waste Recycling	0	9,709	37,399	0	0	
520400	Advertising & Publicity	0	0	0	0	0	
521200	Operating Supplies	0	0	0	0	0	
521213	Public Education Supplies	0	0	0	0	0	
525100	Postage	0	0	0	0	0	
<b>* Total Operating</b>		<b>0</b>	<b>9,709</b>	<b>37,399</b>	<b>5,000</b>	<b>5,000</b>	
<b>**Total Personnel &amp; Operating</b>		<b>0</b>	<b>9,709</b>	<b>37,399</b>	<b>5,000</b>	<b>5,000</b>	
<b>Capital</b>							
599999	Capital Clearing	0	0	0	0	0	
	All Other Equipment	0	0	0	0	0	
	(475) 6 Gallon Recycling Bins				5,000	5,000	
<b>**Total Capital</b>		<b>0</b>	<b>0</b>	<b>0</b>	<b>5,000</b>	<b>5,000</b>	
<b>** Total Budget Appropriation</b>		<b>0</b>	<b>9,709</b>	<b>37,399</b>	<b>10,000</b>	<b>10,000</b>	

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**SECTION V. – PROGRAM OVERVIEW**

**Summary of Program**

DHEC Solid Waste Management Grant

**Objective:**

This program is a proposed grant application with South Carolina Department of Health and Environmental Control (DHEC). DHEC is offering grant funds for programs that demonstrably impact the recycling rate through increased collection and recycling. The proposed grant request would help Lexington County expand and improve its recycling program.

**SECTION VI. A. – LINE ITEM NARRATIVES**

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

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**458000 – STATE GRANT INCOME** **\$ 10,000**

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

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

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**520300 - PROFESSIONAL SERVICES** **\$ 5,000**

Grant funds will be used to help improve recycling program's efficiency and increase recycling rate.

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

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**(475) 6 GALLON RECYCLING BINS** **\$ 5,000**

Grant funds will be used to purchase indoor recycling bin systems.  
(475) Indoor 6 gallon stackable recycling bins x \$9.82/each + tax = \$5,000



Catherine B. Templeton, Director

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

## Office of Solid Waste Reduction and Recycling FY15 Solid Waste Reduction & Recycling Grant Application Instructions

DHEC's Office of Solid Waste Reduction and Recycling (Office) is accepting applications from South Carolina local governments and regions for the implementation or expansion of waste reduction and/or recycling projects.

A local government is a county, any municipality located wholly or partly within the county, and any other political subdivision that provides solid waste management services. A region is a group of counties that has submitted a regional solid waste management plan to the department.

### Instructions

Requests should be submitted electronically. If electronic submission presents a problem, please contact the Office for other submission options.

Requests must be received by the Office no later than **5:00 p.m. (EDT) on Friday, April 18, 2014.**

Requests should be submitted in Microsoft Word format (.doc or .docx).

Requests received after the deadline will not be considered.

Incomplete submissions will not be considered. All questions must be thoroughly answered.

Faxed copies will not be considered.

Electronic submissions **should be e-mailed to** [swgrants@dhec.sc.gov](mailto:swgrants@dhec.sc.gov)

Please refer to Grant Guidelines for eligibility requirements.

**For additional information, please contact Tina Lindler or Jana White at (800)768-7348.**

**NOTE:** This offering does not commit DHEC to award a grant, to pay any cost incurred in the preparation of the application, or to procure or contract for articles of goods or services. DHEC reserves the right to accept or reject any or all applications received as a result of this offering, or to cancel in part or in its entirety this offering if it is in the best interest of the State to do so.

## FY15 Solid Waste Reduction and Recycling Grant Program

**Grant Program Goal:** The purpose of the Solid Waste Reduction and Recycling Grant program is to assist local governments and regions in their efforts to achieve the State’s recommended municipal solid waste (MSW) recycling goal of 40 percent, and achieve the recommended MSW disposal goal of 3.25 lbs or less per person per day.

**Review and Award Process:** A panel made up of staff and solid waste professionals will review grant requests. The panel will assign points to each grant request based on responses to the questions. Grant requests will then be ranked and funding recommendations made according to ranking.

Funding recommendations will be made to the State Solid Waste Advisory Council (SWAC) for final approval. Grant offers will be made in writing to the applicants. All grant awards will have an ending date of June 30, 2015.

**Anticipated Maximum Award:** \$0.14 (14 cents) per capita, based population of area(s) served. Minimum award of \$4,000 and maximum award of \$10,000 per local government.

Grant ending date: June 30, 2015

**Projects/Items considered include:** Contract costs associated with the collection and recycling of household electronic scrap; purchase of equipment, performance of site preparation and development and/or implementation of promotional/educational programs to support recycling, waste reduction and composting in schools, homes and businesses.

## Grant Guidelines FY15 Solid Waste Reduction and Recycling Grant Program

1. The Office must receive one electronic copy no later than **5:00 p.m. (EDT) on Friday, April 18, 2014**. Applications received after the deadline will not be considered. Faxed or incomplete grant applications will not be considered. If electronic submission presents a problem, please contact the Office for other available options.
2. Solid Waste Grants are made available to any local government in the State of South Carolina that provides solid waste services; any region that has submitted to DHEC a regional solid waste management plan; or any eligible local government that applies on behalf of an informal region comprised of eligible local governments provided they include a signed Memorandum of Agreement between the local governments designating them to administer the funds.
3. Grants shall not be provided to any local government or region that has not demonstrated a good faith effort to meet the requirements of both the S.C. Solid Waste Policy and Management Act of 1991 and the South Carolina Manufacturer Responsibility and Consumer Convenience Information Technology Equipment Collection and Recovery Act.
4. Local governments and regions must have submitted the appropriate reports as required by the S.C. Solid Waste Policy and Management Act of 1991, to include a complete Solid Waste Management Plan, an annual solid waste management progress report, and full-cost disclosure documentation.
5. Priority for funding will be given to Regional grant requests.
6. Grants will not be provided for projects that are not consistent with the state or local solid waste management plan.

7. Grant requests will be reviewed by DHEC staff and solid waste professionals. Points will be assigned to each grant request based on responses to questions. Grant requests will be ranked and recommendations presented to the SWAC for final approval.
8. Within 30 days of notification by the SWAC as to the disposition of a party's grant application, the party may submit a written request to the SWAC for a review of the original grant decision. Within 45 days of the original grant decision, the Office will inform the appealing party of the hearing date, place and time. Within 60 days of the original grant decision, the SWAC shall render a final decision.
9. All Solid Waste Reduction and Recycling Grants will have an ending date of June 30, 2015.
10. The applicant must be able to provide documentation of ownership or present a signed lease agreement for any land that may be used in conjunction with the project proposed.
11. Activities undertaken to fulfill the requirements of the grant must be performed in compliance with federal, state and local regulations.
12. The Grantee shall not provide any DHEC grant funds to private sector recycling programs unless specifically contracting for goods or services.
13. All grants shall be construed and enforced in accordance with the laws of the State of South Carolina.
14. No person shall be excluded from participation in, be denied the benefits of, or be subjected to discrimination in relation to activities carried out under this grant program on the grounds of race, age, health status, handicap, color, sex, religion, or national origin.
15. DHEC reserves the right to offer funding in the grant instrument for goods or services that differ from the description provided in the grant request.

## FY15 Solid Waste Reduction and Recycling Grant Application

### Project Sub-Goals:

- To reimburse local governments for expenses paid to contractors for the recycling of electronic materials;
- To fund local government activities designed to increase the quality or quantity of materials collected for recycling, or to reduce the amount of material generated for disposal.

Projects/Items considered include: contract costs associated with the collection and recycling of household electronic scrap; purchase of equipment, performance of site preparation and development and/or implementation of promotional/educational programs to support recycling, waste reduction and composting in schools, homes and businesses. **Anticipated Budget:** \$0.14 per capita with a minimum of \$4,000 with a maximum of \$10,000 per local government.

### Application Requirements

Requests must be received by the Office no later than **5:00 p.m. (EDT) on Friday, April 18, 2014.**

*Responses to the items below will be used to assign point values to all applications. Grant recommendations will be made based on a ranking by point value. Responses must be numbered 1 through 17 and addressed in numerical order. Incomplete applications will not be considered.*

### General Information (Questions 1–2)

1. Provide the Local Government name.
2. Provide names, addresses, phone numbers, fax numbers and email addresses for the project manager, Finance Director, and authorized representative (i.e. City/County Manager or Administrator).

### Project Description (Questions 3-9) Point Value: 0 to 35

3. Describe the overall project for which you are requesting funds.
4. Identify the targeted commodity/commodities, e.g., glass, cardboard, electronics, etc.
5. Describe the targeted source(s) of the materials: residences, schools, businesses, multi-family housing, commercial, institutions, government offices/agencies, etc.
6. Describe where the material is currently going and where the material will be going.
7. Describe how the materials will be collected, transported and marketed.
8. Provide a list of potential vendors for the materials.
9. Describe all outreach/educational activities that will be undertaken to promote the proposed project.

### Project Benefit (Questions 10-12) Point Value: 0 to 40

10. Describe the amount of targeted material currently being collected from the targeted source.
11. Describe the estimated increase or improvement expected as a result of the grant.
12. Explain how you arrived at this estimate.

### Regionalization (Questions 13-15) Point Value: 0 to 10

13. If this is a regional application, provide an explanation of the participating counties/local government's current recycling program for all targeted materials.
14. Describe the benefits of a regional approach to this project.
15. Provide an estimate of the amount of material you anticipate receiving from the other participants and your local government program.

### Budget/Cost Justification (Questions 16-17) Point Value: 0 to 15

16. Provide a detailed budget for the project including grant funds requested, matching funds available, in-kind contributions and any other contributions. Include the total dollar amount requested.
17. Describe how this project will be funded in the future.

**SC DHEC Office of Solid Waste Reduction and Recycling  
FY2015 DHEC Solid Waste Reduction and Recycling Grant Application**

**1. Lexington County Solid Waste Management**

**2. Joe Mergo, Lexington County Administrator**

212 S. Lake Drive  
Lexington, SC 29072  
Office: 803.785.8100  
Fax: 803.785.8101  
[jmergo@lex-co.com](mailto:jmergo@lex-co.com)

**Adam DuBose, Assistant Finance Director**

212 S. Lake Drive  
Lexington, SC 29072  
Office: 803.785.8335  
Fax: 803.785.8379  
[adubose@lex-co.com](mailto:adubose@lex-co.com)

**Amanda H. Edwards, Recycling Coordinator**

498 Landfill Lane  
Lexington, SC 29073  
Office:803.785.3340  
Fax: 803.755.3833  
[aedwards@lex-co.com](mailto:aedwards@lex-co.com)

**Project Description:**

**3. Describe the overall Project:**

Project 1: Grant funding is requested under category 1, sub goal for e-scrap recycling contractor costs – to reimburse the County for expenses paid to a contractor for the recycling of electronic materials (\$5,000).

Project 2: Grant funding is requested under category 2, sub goal for government activities designed to increase the quality and quantity of materials collected for recycling and reducing the amount of material generated for disposal by purchasing recyclable collection containers for in-home use for County residents (\$5,000).

**4. Identify the targeted commodity:**

Project 1: Electronic materials.

Project 2: All household recyclables accepted at the 11 Collection & Recycling Centers (cardboard, plastic, paper, glass, aluminum, etc.)

**5. Describe the targeted source(s) of the materials:**

Project 1: E-scrap materials from County residents and businesses. E-scrap materials are delivered to the Edmund Landfill electronics building and electronics recycling events by residents and businesses in Lexington County.

Project 2: Residents in the unincorporated areas of the County utilizing the 11 Collection and Recycling Centers.

**6. Describe where the material is currently going and where the material will be going:**

Project 1: All e-scrap materials are delivered to the Edmund Landfill electronics building or to the electronic recycling events by residents and businesses in Lexington County.\

Project 2: Residents in the unincorporated areas of the County have the option to drop off separated recyclables to the 11 Collection and Recycling Centers. Materials will continue to go here but in a more efficient manner.

**7. Describe how the materials will be collected, transported and marketed:**

Project 1: Lexington County receives electronic materials from residents and businesses at the Edmund Landfill, where they are stored in the electronics building until they can be loaded into a tractor trailer truck for delivery to a processor for recycling. The County also hosts electronic recycling events every other month in different locations throughout the County. The material generated is collected and transported directly by the processor to their facility.

Project 2: Residents in the unincorporated areas of Lexington County, that have not enrolled in curbside service, deliver and sort their recyclables at the 11 Collection and Recycling Centers.

**8. Provide a list of potential vendors for the materials:**

Project 1: Current State Contractor – Creative Recycling.

Project 2: Sonoco Recycling and Wise Recycling.

**9. Describe all outreach/educational activities that will be undertaken to promote the proposed project:**

Project 1: County recycling brochures, website and newspaper or cable TV ads.

Project 2: Presentations to community organizations, homeowners associations and answering requests from residents, County website, and promotion at special events including Green is Clean Month.

**Project Benefit:**

**10. Describe the amount of targeted material currently being collected from the targeted source:**

Project 1: The total estimated tonnage of e-scrap delivered to the Edmund landfill and collected at e-scrap events for FY 2013-14 will be approximately 360 tons.

Project 2: The total estimated tonnage of household recyclables collected at the 11 Collection and Recycling Centers for FY 2013-14 will be approximately 2,575 tons.

**11. Describe the estimated increase or improvement expected as a result of the grant:**

Project 1: The receipt of e-scrap continues to increase with the volume of materials still in homes and businesses, from 305 tons in FY 2012-13 to an estimated 360 tons in FY 2013-14 and a potential increase to 400 tons for FY 2014-15. The improvement expected with grant funding is assistance in the cost of the program.

Project 2: The improvement expected as a result of this grant funding will be an increase in recyclables delivered to the 11 Collection and Recycling Centers by County residents due to higher efficiency in sorting, and ease of home storage and transporting.

**12. Explain how you arrived at this estimate:**

Project 1: Estimated tonnage for the current year FY 2013-14 is based on actual tonnage of e-scrap materials for FY 2012-13 which equaled 305 tons plus growth.

Project 2: The increase in recyclables collected is based on actual tonnage of materials from the 11 Collection and Recycling Centers for FY 2012-13 which equaled 2,416 tons, and an estimated 2,575 tons in FY 2013-14 plus growth for FY 2014-15.

**Regionalization:**

**13-15. Regionalization:**

Project 1 and 2 are not regional programs but we will reach out to our municipalities and offer assistance.

**Budget/Cost Justification:**

**16. Provide a detailed budget for the project including grant funds requested, matching funds available, in-kind contributions and any other contributions:**

Total Population for Lexington County 270,406 X \$0.14 per capita (grant allowance) = \$37,857 for the maximum request of \$10,000.

**17. Describe how this project will be funded in the future:**

Any continuance of this program will be funded by Lexington County or through future grants.

**Total Grant Request: \$10,000**

# **County of Lexington**

## **Department of Solid Waste Management**

498 Landfill Lane  
Lexington, South Carolina 29073  
Telephone: (803) 755-3325  
Facsimile: (803) 755-3833

**To:** Adam DuBose, Assistant Finance Director  
**From:** Amanda H. Edwards, Recycling Coordinator  
**Date:** March 12, 2014  
**Re:** DHEC Waste Tire Grant Application

---

Solid Waste Management is requesting Council committee approval to apply for DHEC's waste tire grant.

We are requesting grant funding for educational supplies such as brochures and advertisements. We are also requesting funding for professional development.

With the April 18, 2014 deadline required by DHEC, it is requested that the grant application be reviewed by the Public Works and Solid Waste Management committee at the March 25, 2014 committee meeting and reported out at the 4:30 p.m. Council meeting on April 8, 2014.

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



**COUNTY OF LEXINGTON  
SOLID WASTE TIRE GRANT  
Annual Budget  
Fiscal Year - 2014-15**

Object Code	Revenue Account Title	Actual 2011-12	Received Thru Dec 2012-13	Amended Budget Thru Dec 2012-13	Projected Revenues Thru Jun 2012-13	Requested 2014-15	Recommend 2014-15	Approved 2014-15
<b>* Waste Tire Grant 5721:</b>								
- Reimbursement Grant -								
<b>Revenues:</b>								
458000	State Grant Income	3,599	2,699	33,750	33,750	3,750	3,750	
461000	Investment Interest	0	0	0	0	0	0	
<b>** Total Revenue</b>		<b>3,599</b>	<b>2,699</b>	<b>33,750</b>	<b>33,750</b>	<b>3,750</b>	<b>3,750</b>	
<b>***Total Appropriation</b>					<b>33,750</b>	<b>3,750</b>	<b>3,750</b>	
FUND BALANCE								
Beginning of Year								
					<b>215</b>	<b>215</b>	<b>215</b>	
FUND BALANCE - Projected								
End of Year								
					<b>215</b>	<b>215</b>	<b>215</b>	

Fund: 5721  
Division: Public Works  
Organization: 121207 - Solid Waste / Recycling

Object Expenditure Code	Classification	2011-12 Expend	2012-13 Expend (Dec)	2012-13 Amended (Dec)	2014-15 Requested	<b>BUDGET</b>	
					2014-15 Requested	2014-15 Recommend	2014-15 Approved
<b>Operating Expenses</b>							
520400	Advertising & Publicity	2,360	0	0	0	0	
521213	Public Education Supplies	550	0	3,000	3,000	3,000	
525210	Conference, Meeting & Training Expenses	689	0	750	750	750	
<b>* Total Operating</b>		<b>3,599</b>	<b>0</b>	<b>3,750</b>	<b>3,750</b>	<b>3,750</b>	
<b>**Total Personnel &amp; Operating</b>		<b>3,599</b>	<b>0</b>	<b>3,750</b>	<b>3,750</b>	<b>3,750</b>	
<b>Capital</b>							
All Other Equipment							
		0	0	30,000	0	0	
<b>**Total Capital</b>		<b>0</b>	<b>0</b>	<b>30,000</b>	<b>0</b>	<b>0</b>	
<b>** Total Appropriation</b>		<b>3,599</b>	<b>0</b>	<b>33,750</b>	<b>3,750</b>	<b>3,750</b>	

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**SECTION V – PROGRAM OVERVIEW**

**Summary of Program**

DHEC Waste Tire Grant

**Objective:**

This program is a proposed grant application with South Carolina Department of Health and Environmental Control (DHEC).

The funds will be used to educate the public about proper tire disposal. Funds will also be used to send staff to the Carolina Recycling Annual Conference or the SWANA Annual conference to promote professional development.

**SECTION VI. – LINE ITEM NARRATIVES**

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

**458000 – STATE GRANT INCOME** **\$ 3,750**

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

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

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

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Funds to cover the purchase of educational supplies, brochures, etc.

**525210 – CONFERENCE, MEETING, & TRAINING EXPENSES** **\$ 750**

---

Funds to cover the cost for staff to attend the Carolina Recycling Association's annual conference or other professional development.



Catherine B. Templeton, Director

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

## Office of Solid Waste Reduction and Recycling FY15 Waste Tire Grant Application Instructions

DHEC's Office of Solid Waste Reduction and Recycling (Office) is accepting applications from South Carolina local governments and regions for the implementation and continued operation of waste tire recycling programs.

A local government is a county, municipality or any other political subdivision located wholly or partly within the county when such political subdivision provides solid waste management services. A region is a group of counties that has submitted a regional solid waste management plan to the department.

### Instructions

Requests should be submitted electronically. If electronic submission presents a problem, please contact the Office for other submission options.

Requests must be received by the Office no later than **5:00 p.m. (EDT) on Friday, April 18, 2014.**

Requests should be submitted in Microsoft Word format (.doc or .docx).

Requests received after the deadline will not be considered.

Incomplete submissions will not be considered. All questions must be thoroughly answered.

Faxed copies will not be considered.

Electronic submissions **should be e-mailed to** [swgrants@dhec.sc.gov](mailto:swgrants@dhec.sc.gov)

Please refer to Grant Guidelines for eligibility requirements.

**For additional information, please contact Stefanie Vandiver or Jana White at 1-800-768-7348.**

**NOTE:** This offering does not commit DHEC to award a grant, to pay any cost incurred in the preparation of the application, or to procure or contract for articles of goods or services. DHEC reserves the right to accept or reject any or all applications received as a result of this offering, or to cancel in part or in its entirety this offering if it is in the best interest of the State to do so.

## FY15 Waste Tire Grant Program

**Grant Purpose:** Waste Tire Grants are to assist local governments in their responsibilities for the proper collection, transportation, management and recycling of waste tires.

**Uses for Waste Tire Grant Funding:** Grant funds are intended for the removal or contracting for the removal of waste tires for processing and/or recycling, public education that promotes the recycling of waste tires, and professional development related to waste tire recycling.

We do not anticipate having adequate funding available this year to issue grant awards for costs other than stockpile remediation, tire recycling/contractor costs, public education and professional development. Should additional funding become available, we will provide a second opportunity to request grant funding for other direct costs.

Grant awards will be prioritized based upon the following tiers as funding is available:

- 1: Stockpiles: Removal and recycling of waste tire stockpiles as approved by DHEC
- 2: Contractor Costs: Recycling costs for current generation tires up to allowable shortfall limits
- 3: Public Education: Educational activities to promote waste tire recycling
- 4: Professional Development: Travel and/or training for recycling professionals

Each county receives funding from the State Treasurer's Office on a quarterly basis for the management of waste tires. Grant funding for contractor costs is limited to the shortfall realized upon depletion of Treasurer's Office funding. Contractor costs will be calculated based on the Tire Fee Worksheet and historical data.

**Application Frequency:** Waste Tire Grant requests will be considered annually. As funding allows, quarterly applications will be considered for the management of newly identified stockpiles or for unanticipated shortfalls in county funding for the management of current generation tires.

**Review and Award Process:** DHEC staff will review, score and rank grant requests. Funding recommendations will be made to the Waste Tire Committee (WTC) based upon assigned rankings and grant priorities.

The WTC will consider the panel recommendations and formulate their recommendation to the State Solid Waste Advisory Council (SWAC) for final approval. Grant offers will be made in writing to the applicants. All grants awarded will have an ending date of June 30, 2015.

**Grant Guidelines**  
**FY15 Waste Tire Grant Program**

1. The Office must receive one electronic copy no later than **5:00 p.m. (EDT) on Friday, April 18, 2014**. Applications received after the deadline will not be considered. Faxed or incomplete grant applications will not be considered. If electronic submission presents a problem, please contact the Office for other available options
2. Waste Tire Grants are made available to any local government in the State of South Carolina that provides solid waste services; any region that has submitted to DHEC a regional solid waste management plan; or any eligible local government that applies on behalf of an informal region comprised of eligible local governments provided they include a signed Memorandum of Agreement between the local governments designating them to administer the funds.
3. Grants shall not be provided to any local government or region that does not demonstrate a good faith effort to meet the requirements of the S.C. Solid Waste Policy and Management Act of 1991.
4. Local governments must have submitted the appropriate reports as required by the S.C. Solid Waste Policy and Management Act of 1991, to include a complete Solid Waste Management Plan, an annual solid waste management progress report and full cost disclosure documentation.
5. Grants will not be provided for projects that are not consistent with the state or local Solid Waste Management Plan.
6. Grant requests will be reviewed by DHEC staff and the WTC. Applications will be reviewed and recommendations formulated based upon the Grant Guidelines. WTC recommendations will be presented to the SWAC for approval.
7. Within 30 days of notification by the SWAC as to the disposition of a party's grant application, the party may submit a written request to the SWAC for a review of the original grant decision. Within 45 days of the original grant decision, the Office will inform the appealing party of the hearing date, place and time. Within 60 days of the original decision, the SWAC will render a final decision.
8. All grants awarded will have an ending date of June 30, 2015.
9. The applicant must be able to provide documentation of ownership or present a signed lease agreement for any land that may be used in conjunction with the project proposed.
10. Activities undertaken to fulfill the requirements of the grant must be performed in compliance with all federal, state and local regulations.
11. The Grantee shall not provide any DHEC grant funds to private sector recycling programs unless specifically contracting for goods or services.
12. All grants shall be construed and enforced in accordance with the laws of the State of South Carolina.
13. Tires managed under the grant program may include tires accepted from verified automobile dismantlers. Transportation costs for the delivery of automobile dismantler tires to the county's approved facility will not be paid with grant funds.
14. The Waste Tire Grant funds are intended for the removal of or contracting for the removal of waste tires for processing or recycling. Specific items that may be requested include:
  - a. Contract costs for the collection, transportation, processing and/or recycling of waste tires. Awards are limited to the funding shortfall as calculated using the tire fee worksheet. Municipalities will not be awarded contract costs except as approved for stockpile remediation.

- b. Public education funding to promote waste tire recycling.
  - c. Up to \$750 may be requested for the recycling coordinator or other solid waste management personnel to attend conferences or seminars related to waste tire recycling. State limits are imposed for hotel costs, meals and mileage.
15. All equipment purchases or facility construction projects will be reviewed on a cost-per-unit basis. Grantees must document:
- a. All costs associated with the project,
  - b. Estimates of the number of tires associated with the project, and
  - c. An evaluation of these costs over the life of the project.
16. Grantees shall ensure that all waste tires hauled to or from their facilities are hauled only by registered waste tire haulers, and that all waste tires hauled from their facilities are delivered only to DHEC approved or permitted waste tire recycling facilities.
17. Grant funds for the cleanup of stockpiles on private property will be considered only after other remediation efforts have been exhausted and as approved by DHEC's Division of Compliance and Enforcement. Stockpiled tires must be clearly documented on site maps and submitted with the application. Estimates of the number of tires must be included.
18. The evaluation of Waste Tire Grant applications will include a review of the status of all county tire fee receipts. Documentation of all tire fee receipts should be made available to the Office with the application form. This is to include the current balance of the State Treasurer's Office quarterly tire distribution fund, past expenditures from that fund, planned expenditures from that fund and any tire fees collected by the Applicant at landfills or other collection points.
19. Grant awards will be prioritized based upon the following tiers as funding is available:
- a. Removal of illegally stockpiled tires as approved by DHEC Division of Compliance and Enforcement
  - b. Contractor costs for the removal and recycling of tires accepted from county residents, businesses, and automobile dismantlers as verified by DHEC. Municipalities are not eligible for contractor costs under the grant. A list of verified dismantlers is available from the Office.
  - c. Public education to promote proper tire disposal and recycling
  - d. Professional development of county/city staff.
20. No person shall be excluded from participation in, be denied the benefits of, or be subjected to discrimination in relation to activities carried out under this grant program on the grounds of race, age, health status, handicap, color, sex, religion, or national origin.
21. DHEC reserves the right to offer funding in the grant instrument for goods or services that differ from the description provided in the grant request.

## FY15 Waste Tire Grant Application

### Application Requirements

Requests must be received by the Office no later than **5:00 p.m. (EDT) on Friday, April 18, 2014.**

*Responses to the items below will be used to assign point values to all applications. Grant recommendations will be made based on a ranking by point value. Responses must be numbered 1 through 14 and addressed in numerical order. Incomplete applications will not be considered. Regions must answer on behalf of each individual county.*

### General Information (Questions 1- 2)

1. Provide Local Government name.
2. Provide names, addresses, phone numbers, fax numbers and e-mail addresses for the project manager, Finance Director, and authorized representative (i.e. County Manager or Administrator).

### Education/Outreach Description (Questions 3 – 4) Point Value: 0 to 10

3. Detail your education/outreach activities to promote waste tire recycling.
  - a. Provide an overview of the education/outreach activities that will be used to promote recycling and waste tire recycling in your service area.
  - b. Specify amount requested for public education, not to exceed the maximum amounts listed below.
    - Population < 50,000: Maximum award \$1,000
    - Population 50,000 to 100,000: Maximum award \$2,000
    - Population > 100,000: Maximum award \$3,000

Reminder: All educational materials (e.g., advertisements, promotional items, brochures, etc.) must be pre-approved by the Office prior to purchase, development or broadcast.
4. Specify amount requested for professional development, not to exceed \$750. Reminder: All Professional Development must be pre-approved prior to travel

### Program Description (Questions 5 – 9) Point Value: 0 to 50

5. Detail your county policy for accepting tires from residents.
  - a. Identify the locations where tires are accepted.
  - b. Explain what fees are charged, and explain when and how fees are waived.
  - c. Provide tonnage estimates projected for FY15.
  - d. Identify where and by whom the tires will be hauled, processed and recycled.
6. Detail your county policy for accepting tires from retailers of new tires.
  - a. Identify the locations where tires are accepted from retailers.
  - b. Explain what fees are charged, and when and how fees are waived. Describe required documentation (e.g., ST-390s, canceled checks, etc.).
  - c. Provide tonnage estimates projected for FY15.
  - d. Identify where and by whom the tires will be hauled, processed and recycled.

7. Detail your county policy for accepting tires from automobile dismantlers.
  - a. Identify the locations where tires are accepted from auto dismantlers.
  - b. Explain what fees are charged, and when and how fees are waived. Describe required documentation (e.g., AD forms 1 and 2, etc.).
  - c. Provide tonnage estimates projected for FY15.
  - d. Identify where and by whom the tires will be hauled, processed and recycled.
8. Detail your county policy for accepting tires from other businesses.
  - a. Identify the locations where tires are accepted.
  - b. Explain what fees are charged, and when and how fees are waived.
  - c. Provide tonnage estimates projected for FY15.
  - d. Identify where and by whom the tires will be hauled, processed and recycled.
9. Please indicate source(s) of County fee and tire acceptance policies (e.g., Public Works Division Internal Policy, County Solid Waste Management Plan, County ordinance, etc.).

**Stockpile Prevention (Question 10)**  
**Point Value: 0 to 20**

10. Describe your county policies and practices for preventing, identifying and managing illegal tire stockpiles.

**Budget/Cost Justification (Questions 11-14)**  
**Point Value: 0 to 20**

11. Describe your current contract(s) for recycling waste tires, or if no contract is in place, provide a description of how a contract would be solicited and awarded.
12. If transportation is handled separately from recycling, provide a description of your current contract(s) for transportation of waste tires; if no contract is in place, provide a description of how a contract would be solicited and awarded.
13. Specify amount requested for contractor costs to manage current generation tires. Please complete and attach Tire Fee Worksheet. "Current generation" tires are those generated by county residents or businesses on an ongoing basis. Current generation expenses may be requested by county governments only.
14. Specify amount requested for stockpile remediation (prior referral needed).

**TIRE FEE WORKSHEET  
(COUNTY GOVERNMENTS ONLY)**

<b>Applicant:</b> [REDACTED]				
<b>Tons passenger tires managed annually:</b> [REDACTED]				
<b>Tons commercial truck/bus tires managed annually:</b> [REDACTED]				
		<b>FY13 Actual</b>	<b>FY14 Anticipated</b>	<b>FY15 Anticipated</b>
<b>Current Generation:</b>	A.) Total tons managed	[REDACTED]	[REDACTED]	[REDACTED]
	B.) Contracted rate/ton for removal/recycling	\$ [REDACTED]	\$ [REDACTED]	\$ [REDACTED]
	C.) Total Cost (A x B)	\$ [REDACTED]	\$ [REDACTED]	\$ [REDACTED]
<b>Stockpile Clean-ups:</b>	D.) Total tons managed	[REDACTED]	[REDACTED]	[REDACTED]
	E.) Contracted rate/ton for removal/recycling	\$ [REDACTED]	\$ [REDACTED]	\$ [REDACTED]
	F.) Total Cost (D x E)	\$ [REDACTED]	\$ [REDACTED]	\$ [REDACTED]
<b>Automobile Dismantler:</b>	G.) Total tons managed	[REDACTED]	[REDACTED]	[REDACTED]
	H.) Contracted rate/ton for removal/recycling	\$ [REDACTED]	\$ [REDACTED]	\$ [REDACTED]
	I.) Total Cost (G x H)	\$ [REDACTED]	\$ [REDACTED]	\$ [REDACTED]
<b>Revenues:</b>	J.) Treasurer's Office Disbursement	\$ [REDACTED]	\$ [REDACTED]	\$ [REDACTED]
	K.) Tipping Fees for Waste Tires	\$ [REDACTED]	\$ [REDACTED]	\$ [REDACTED]
	L.) Revenue from other sources	\$ [REDACTED]	\$ [REDACTED]	\$ [REDACTED]
	M.) Total Revenues (J + K + L)	\$ [REDACTED]	\$ [REDACTED]	\$ [REDACTED]
<b>Calculate your anticipated shortfall amount using the numbers from FY15 Anticipated column above:</b>				
Total anticipated cost for FY15 (C + F + I):		\$ [REDACTED]	\$ [REDACTED]	\$ [REDACTED]
Less: Total anticipated Revenues for FY15 (M):		\$ [REDACTED]	\$ [REDACTED]	\$ [REDACTED]
<b>Anticipated Shortfall:</b> Contractor costs cannot exceed this amount.		\$ [REDACTED]	\$ [REDACTED]	\$* [REDACTED]

**SC DHEC Office of Solid Waste Reduction and Recycling  
FY2015 Tire Grant Application**

**1) Lexington County Solid Waste Management**

2) Joe G. Mergo III, Lexington County Administrator  
212 S. Lake Drive  
Lexington, SC 29072  
Office: 803.785.8100  
Fax: 803.785.8101  
[jmergo@lex-co.com](mailto:jmergo@lex-co.com)

Adam DuBose, Assistant Finance Director  
212 S. Lake Drive  
Lexington, SC 29072  
Office: 803.785.8335  
Fax: 803.785.8379  
[adubose@lex-co.com](mailto:adubose@lex-co.com)

Amanda H. Edwards, Recycling Coordinator  
498 Landfill Lane  
Lexington, SC 29073  
Office: 803.785.3340  
Fax: 803.755.3325  
[aedwards@lex-co.com](mailto:aedwards@lex-co.com)

**Education/Outreach Description:**

**3) Detail request for education/outreach activities to promote waste tire recycling.**

- a. Lexington County SWM will use grant funding to print brochures and supply other educational material to residents on proper tire disposal. Distribution of these educational materials will be via mail, presentations, special events, and at the collection and recycling centers. Public education funds will also be used to educate businesses about their role in proper tire disposal.
- b. Amount requested for public education - \$3,000.

**4) Specify request for professional development.**

- a. Lexington County SWM is requesting grant funding for professional development. Funding will be used to send Solid Waste personnel to seminars, training and professional workshops such as the Carolina Recycling Association Conference.
- b. Amount requested for professional development - \$750.

- 5) County policy for accepting tires from residents: Locations, fees, estimated tonnages, and hauler.**
- a. In Lexington County, residents may bring an unlimited amount of tires to the Lexington County C&D Landfill located at 498 Landfill Lane, Lexington SC.
  - b. Residents are charged a fee of \$1.50 per DOT tire or \$150.00 per ton for non-DOT tires. This fee is waived if the resident provides proof of prior payment for disposal for the tires presented.
  - c. In FY 2014, Lexington County Solid Waste Management estimates that it will collect 500 tons of tires at the Edmund C&D Landfill.
  - d. Lexington County Solid Waste Management contracts with Viva Recycling headquartered in Moncks Corner, SC to haul, process and recycle the tires collected in Lexington County.
- 6) County policy for accepting tires from retailers of new tires: Locations, fees, documentation, estimated tonnages, and hauler.**
- a. Retailers of new tires may bring tires to the Edmund C&D Landfill located at 498 Landfill Lane, Lexington, SC
  - b. \$1.50 per DOT tire or \$150 per ton for non-DOT tires is charged to cover County staff and operating/equipment costs. If a tire disposer identifies themselves as a retailer, an ST-390 is required by scale personnel in order to waive this fee.
  - c. Not available, all tires entering the site are tracked as one number. We estimate 500 tons of tires will be collected for recycling at the Edmund Landfill in FY 2014.
  - d. Lexington County Solid Waste Management contracts with Viva Recycling headquartered in Moncks Corner, SC to haul, process, and recycle the tires collected in Lexington County.
- 7) County policy for accepting tires from automobile dismantlers: Locations, fees, documentation needed, estimated tonnages, and hauler.**
- a. Automobile dismantlers may bring tires to the Edmund C&D Landfill located at 498 Landfill Lane, Lexington, SC
  - b. \$1.50 per DOT tire or \$150 per ton for non-DOT tires is charged to cover County staff and operating/equipment costs. If a tire disposer identifies themselves as an auto dismantler form AD2 is required by scale personnel in order to waive the fee.
  - c. Not available, all tires entering the site are tracked as one number. We estimate 500 tons of tires will be collected for recycling at the Edmund Landfill in FY 2014.
  - d. Lexington County Solid Waste Management contracts with Viva Recycling headquartered in Moncks Corner, SC to haul, process, and recycle the tires collected in Lexington County.

**8) County policy for accepting tires from other businesses. Locations, fees, estimated tonnages, and hauler.**

- a. In Lexington County, businesses may bring an unlimited amount of tires to the Lexington County C&D Landfill located at 498 Landfill Lane, Lexington SC.
- b. \$1.50 per DOT tire or \$150.00 per ton for non-DOT tires is charged. This fee is only waived if the business can provide proof of previous payment for disposal for the tires presented. The handling fee is charged to businesses to offset the cost of personnel, operating and equipment expenses associated with the tire program.
- c. In FY 2014, Lexington County Solid Waste Management estimates that it will collect 500 tons of tires from residents and businesses at the Edmund C&D Landfill.
- d. Lexington County Solid Waste Management uses Viva Recycling headquartered in Moncks Corner, SC to haul, process, and recycle the tires collected in Lexington County.

**9) Please indicate source of County policy:**

Department of Solid Waste Management; handling fee as allowed by state regulation and approved by County Council.

**Stockpile Prevention:**

**10) County policy and practices for preventing, identifying and managing illegal tire stockpiles.**

Lexington County's Solid Waste Ordinance, Section 54-37 (Accumulation and Storage) does within the unincorporated areas of the County prohibit the accumulation of waste materials on any land or inside or under any building or structure, including "motor vehicles or other similar objects". The code enforcement section of the County Sheriffs Office routinely inspects property that has been reported with such accumulations, including tires and proceeds to require the property owner to remove the materials. The Sheriff's office has also worked with property owners in removal and proper disposal of tire piles. In a recent example, code enforcement officers assisted a resident who did not have the means to remove the tires and collected and hauled over 2500 tires to the landfill for recycling.

**Budget/Cost Justification:**

**11) Describe your current contract(s) for recycling waste tires, or if no contract is in place, provide a description of how a contract would be solicited and awarded.**

Lexington County has a contract with Viva Recycling of Moncks Corner, SC. The contract is for the collection and recycling of waste tires from the Edmund C&D Landfill at a base cost \$64.50 per ton.

**12) If transportation is handled separately from recycling, provide a description of your current contract(s) for transportation of waste tires, or if no contract is in place, provide a description of how a contract would be solicited and awarded.**

Viva Recycling handles the recycling as well as transportation.

**13) Specify amount requested for contractor costs to manage current generation tires.**

LCSWM is not requesting funds to manage the current generation of tires.

**14) Specify amount requested for stockpile remediation.**

LCSWM is not requesting funds for stockpile remediation.

**Total Grant Request: \$3,750**

**TIRE FEE WORKSHEET  
(COUNTY GOVERNMENTS ONLY)**

<b>Applicant:</b> Lexington County				
<b>Tons passenger tires managed annually:</b> Estimated 500 tons total for passenger and commercial.				
<b>Tons commercial truck/bus tires managed annually:</b> [REDACTED]				
		<b>FY13 Actual</b>	<b>FY14 Anticipated</b>	<b>FY15 Anticipated</b>
<b>Current Generation:</b>	A.) Total tons managed	502	500	500
	B.) Contracted rate/ton for removal/recycling	\$97.89	\$64.50	\$64.50
	C.) Total Cost (A x B)	\$49,139	\$32,250	\$32,250
<b>Stockpile Clean-ups:</b>	D.) Total tons managed	0	0	0
	E.) Contracted rate/ton for removal/recycling	\$ [REDACTED]	\$ [REDACTED]	\$ [REDACTED]
	F.) Total Cost (D x E)	\$ [REDACTED]	\$ [REDACTED]	\$ [REDACTED]
<b>Automobile Dismantler:</b>	G.) Total tons managed	0	0	0
	H.) Contracted rate/ton for removal/recycling	\$ [REDACTED]	\$ [REDACTED]	\$ [REDACTED]
	I.) Total Cost (G x H)	\$ [REDACTED]	\$ [REDACTED]	\$ [REDACTED]
<b>Revenues:</b>	J.) Treasurer's Office Disbursement	\$93,076	\$99,800	\$99,800
	K.) Tipping Fees for Waste Tires	\$24,149	\$30,100	\$30,100
	L.) Revenue from other sources	\$0	\$0	\$0
	M.) Total Revenues (J + K + L)	\$121,225	\$129,900	\$129,900
<b>Calculate your anticipated shortfall amount using the numbers from FY 15 Anticipated column above:</b>				
	Total anticipated cost for FY15 (C + F + I):	\$-	\$-	\$57,063
	Less: Total anticipated Revenues for FY15 (M):	\$-	\$-	\$129,900
	<b>Anticipated Shortfall:</b> Contractor costs cannot exceed this amount.	\$-	\$-	\$*+72,837

# **County of Lexington**

## **Department of Solid Waste Management**

498 Landfill Lane  
Lexington, South Carolina 29073  
Telephone: (803) 755-3325  
Facsimile: (803) 755-3833

**To:** Adam DuBose, Assistant Finance Director  
**From:** Amanda H. Edwards, Recycling Coordinator  
**Date:** March 12, 2014  
**Re:** DHEC Used Oil Grant Application

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Solid Waste Management is requesting Council committee approval to apply for DHEC's used oil grant.

We are requesting grant funding for spill containment platforms, operational supplies (oil bottle bags, oil dri), maintenance on oil collection equipment and educational supplies such as brochures and advertisements. We are also requesting funding for professional development.

With the April 18, 2014 deadline required by DHEC, it is requested that the grant application be reviewed by the Public Works and Solid Waste Management committee at the March 25, 2014 committee meeting and reported out at the 4:30 p.m. Council meeting on April 8, 2014.

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



**COUNTY OF LEXINGTON  
DHEC USED OIL GRANT  
Annual Budget  
Fiscal Year - 2014-15**

Object Code	Revenue Account Title	Actual 2011-12	Received Thru Dec 2012-13	Amended Budget Thru Dec 2012-13	Projected Revenues Thru Jun 2012-13	Requested 2014-15	Recommend 2014-15	Approved 2014-15
<b>*DHEC Used Oil Grant 5722:</b>								
- Reimbursement Grant -								
<b>Revenues:</b>								
458000	State Grant Income	12,960	2,830	59,939	59,939	16,850	16,850	
805700	Op Trn from Solid Waste	0	0	0	0	0	0	
<b>** Total Revenue</b>		<b>12,960</b>	<b>2,830</b>	<b>59,939</b>	<b>59,939</b>	<b>16,850</b>	<b>16,850</b>	
<b>***Total Appropriation</b>					<b>59,939</b>	<b>16,850</b>	<b>16,850</b>	
FUND BALANCE								
Beginning of Year								
					0	0	0	
FUND BALANCE - Projected								
End of Year								
					0	0	0	

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

Object Expenditure		2011-12	2012-13	2012-13	2014-15	2014-15	2014-15
Code	Classification	Expend	Expend (Dec)	Amended (Dec)	Requested	Recommend	Approved
<b>Operating Expenses</b>							
520400	Advertising and Publicity	1,831	0	2,000	3,000	3,000	
521200	Operating Supplies	9,801	0	7,400	11,100	11,100	
521213	Public Education Supplies	329	0	3,000	2,000	2,000	
525210	Conference, Meeting & Training Expense	999	0	750	750	750	
<b>* Total Operating</b>		<b>12,960</b>	<b>0</b>	<b>13,150</b>	<b>16,850</b>	<b>16,850</b>	
<b>**Total Personnel &amp; Operating</b>		<b>12,960</b>	<b>0</b>	<b>13,150</b>	<b>16,850</b>	<b>16,850</b>	
<b>Capital</b>							
599999	Capital Clearing	(20,809)	0	0	0	0	
	All Other Equipment	20,809	29,564	46,789	0	0	
<b>**Total Capital</b>		<b>0</b>	<b>29,564</b>	<b>46,789</b>	<b>0</b>	<b>0</b>	
<b>** Total Appropriation</b>		<b>12,960</b>	<b>29,564</b>	<b>59,939</b>	<b>16,850</b>	<b>16,850</b>	

## SECTION V – PROGRAM OVERVIEW

### Summary of Programs

DHEC Used Oil Recycling Grant

#### Objective:

This program is a proposed grant application with South Carolina Department of Health and Environmental Control (DHEC). Funding is being requested to purchase used oil bottle bags, Oil Dri, and oil spill containment platforms. Funding will also be used to maintain and upgrade our used oil collection recycling program by educating our residents through newspaper, billboard and online promotions.

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

## SECTION VI. – LINE ITEM NARRATIVES

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

**458000 – State Grant Income**

**\$ 16,850**

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

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## SECTION VI. C. OPERATING LINE ITEM NARRATIVES

### **520400 - ADVERTISING AND PUBLICITY** **\$ 3,000**

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

(1) Billboard advertisement placed within the county promoting the recycling of used motor oil. (1 billboard x \$798.00 each = \$798).

(1) Online advertisement campaign promoting used oil recycling seminars during the Green is Clean Month events. (\$3,375 for 3 month minimum \ 2 (split with Public Works Water Consortium) = \$1687.50)

### **521200 - OPERATING SUPPLIES** **\$ 11,100**

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(20) Boxes of Oil Bottle Bags (Box of 100) x \$380/Box = \$7,600  
These bags are used to line oil bottle recycling containers used for the collection and recycling of oil bottles from the County's 11 collection and recycling Centers.

(120) Bags of Oil Dry x \$8/Bag = \$960  
Oil Dry is used at each of the County's 11 collection and recycling centers and the Edmund landfill to absorb both aggressive and non-aggressive fluids including oil, acid, paint, ink and water while reducing slipping accidents by keeping floors dry.

(8) Oil spill containment platforms x \$188/each = \$1,504  
These platforms are used under the oil recycling containers to contain leaks or spilling for collected oil at the collection and recycling centers.

Additional funds will be used to purchase new equipment or repair existing equipment related to the collection and recycling of used oil.

### **521213 - PUBLIC EDUCATION** **\$ 2,000**

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Funds to cover the purchase of educational supplies, brochures, etc.

### **525210 CONFERENCE, MEETING, AND TRAINING EXPENSE** **\$ 750**

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The \$750 professional development allotment will be used toward staff attendance at the Carolina Recycling Association Annual Meeting.



Catherine B. Templeton, Director

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

## Office of Solid Waste Reduction and Recycling FY15 Used Oil Grant Application Instructions

DHEC's Office of Solid Waste Reduction and Recycling (Office) is accepting applications from South Carolina local governments and regions for the collection, transportation and recycling of used motor oil and related items accepted from do-it-yourself oil changing activities.

A local government is a county, any municipality located wholly or partly within the county, and any other political subdivision located wholly or partly within the county that provides solid waste management services. A region is a group of counties that has submitted a regional solid waste management plan to the department.

### Instructions

Requests should be submitted electronically. If electronic submission presents a problem, please contact the Office for other submission options.

Requests must be received by the Office no later than **5:00 p.m. (EDT) on Friday, April 18, 2014.**

Requests should be submitted in Microsoft Word format (.doc or.docx).

Requests received after the deadline will not be considered.

Incomplete submissions will not be considered. All questions must be thoroughly answered.

Faxed copies will not be considered.

Electronic submissions **should be e-mailed to** [swgrants@dhec.sc.gov](mailto:swgrants@dhec.sc.gov)

Please refer to Grant Guidelines for eligibility requirements.

**For additional information, please contact Stefanie Vandiver or Jana White at 1-800-768-7348.**

**NOTE:** This offering does not commit DHEC to award a grant, to pay any cost incurred in the preparation of the application, or to procure or contract for articles of goods or services. DHEC reserves the right to accept or reject any or all applications received as a result of this offering, or to cancel in part or in its entirety this offering if it is in the best interest of the State to do so.

## Used Oil Grant Program

**Grant Purpose:** The purpose of the Used Oil Grant is to assist local governments with the collection, transportation and recycling of used motor oil and related items accepted from do-it-yourself oil changing activities. "Related items" refers to such material as motor oil bottles and used oil filters. Used Oil Grants are made available to local governments in accordance with the eligibility requirements outlined in the Grant Guidelines.

**Uses for Used Oil Grant Funding:** Grant funding may be requested for the establishment and continued operation of used oil collection and recycling programs that accept used motor oil and related items from do-it-yourself oil changers. Funding priorities are outlined below.

**Application Limits:** Professional Development funds may be requested up to \$750.00 for the recycling coordinator, other solid waste/recycling employees or other local government officials to attend waste reduction/recycling seminars or conferences related to used oil recycling. Limits for public information/education projects are based on population and are described below.

**Review and Award Process:** DHEC staff will review, score and rank grant requests in accordance with the point values assigned each question below. Funding recommendations will be made based upon assigned rankings and grant priorities described below, and will be presented to the State Solid Waste Advisory Council (SWAC) for approval. Grant offers will be made in writing to the applicants. Grant awards will have an ending date of June 30, 2015.

**Used Oil Grant Priorities:** Grant awards will be prioritized based upon the following tiers as funding is available.

**1. New oil collection centers and/or oil filter recycling.**

Equipment and supplies for the establishment and operation of new used oil collection centers and contract costs for oil filter recycling. Examples: Tanks for the collection of used motor oil, oil/gas mixtures and farmer oil; carport covers and pads to house collection and storage equipment; drums and drum covers or other collection containers for used oil filter and bottle collection; and supplies such as oil dry, spill kits and socks, drum liners, signs, decals, and funnels. Oil filter collection is not to exceed the State Contract price of \$7.50 per drum.

**2. Equipment and supplies directly related to the continued operation of existing used oil collection centers.**

Examples: Replacement tanks for the collection of used motor oil, oil/gas mixtures and farmer oil; carport covers and pads to house collection and storage equipment; drums and drum covers or other collection containers for used oil filter and bottle collection; and supplies such as oil dry, spill kits and socks, drum liners, signs, decals, and funnels.

**3. Public education and professional development.**

Public education and outreach materials/activities, to be specifically preapproved by the Office in writing prior to publication or production, and as limited by population. Professional Development activities not to exceed \$750 for travel to trainings or conferences by designated representatives as preapproved in writing by the Office.

**4. Site preparations for the establishment of new, or for the expansion of existing, recycling centers that include collection of used motor oil and related products.**

Awards for site preparation are limited to  $\frac{1}{3}$  of the total cost for items not directly related to collection of motor oil and related materials. Examples: Grading, paving, fencing, lighting and attendants' buildings.

**5. Other direct or indirect costs associated with the collection of used motor oil and related products.**

Examples: Used oil heaters, loading docks, buildings, and vehicles.

## **Grant Guidelines**

### **FY15 Used Oil Grant Program**

1. The Office must receive one electronic copy no later than **5:00 p.m. (EDT) Friday, on April 18, 2014**. Applications received after the deadline will not be considered. Faxed or incomplete grant applications will not be considered. If electronic submission presents a problem, please contact the Office for other available options.
2. Used Oil Grants are made available to any local government or region in the State of South Carolina that provides solid waste services; any region that has submitted to DHEC a regional solid waste management plan; or any eligible local government or region that applies on behalf of an informal region comprised of eligible local governments provided they include a signed Memorandum of Agreement between the local governments designating them to administer the funds.
3. Grants shall not be provided to any local government or region that does not demonstrate a good faith effort to meet the requirements of the S.C. Solid Waste Policy and Management Act of 1991.
4. Local governments and regions must have submitted the appropriate reports as required by of the S.C. Solid Waste Policy and Management Act of 1991, to include a complete Solid Waste Management Plan, an annual solid waste management progress report and full cost disclosure documentation.
5. Grants will not be provided for projects that are not consistent with the state or local county Solid Waste Management Plan.
6. Used Oil Grant Funds are intended for the establishment, expansion and continued operation of used motor oil collection programs for do-it-yourself oil changers. This is to include programs related to the collection of used motor oil, oil filters, oil bottles and oil/gas mixtures.
7. Grant requests will be reviewed by DHEC staff and solid waste professionals. Points will be assigned to each grant request based on responses to questions. Grant requests will be ranked and recommendations presented to the SWAC for final approval.
8. Within 30 days of notification by the SWAC as to the disposition of a party's grant application, the party may submit a written request to the SWAC for a review of the original decision. Within 45 days of the original grant decision, the Office of Solid Waste Reduction and Recycling (Office) will inform the appealing party of the hearing date, place and time. Within 60 days of the original grant decision, the SWAC shall render a final decision.
9. All grants awarded will have an ending date of June 30, 2015.
10. The Used Oil Grant Program is a competitive grant program and award amounts will be based on need. The amount awarded for the educational component will be limited by population.
11. The applicant must be able to provide documentation of ownership or present a signed lease agreement for any land that may be used in conjunction with the project proposed.
12. Activities undertaken to fulfill the requirements of the grant must be performed in compliance with all federal, state and local regulations.
13. The grantees shall not provide any DHEC grant funds to private sector recycling programs unless specifically contracting for goods or services.
14. All grants shall be construed and enforced in accordance with the laws of the State of South Carolina.

15. Grantees that own or operate used oil collection centers must ensure that their used oil is transported only by transporters who have obtained a DHEC identification number and a registration from DHEC.
16. The grantee will be responsible for ensuring that used oil transported from the used oil collection centers is recycled at an approved facility. The grantee is also responsible for ensuring that used oil filters and/or oil bottles collected under this grant are recycled.
17. Grantees that own or operate used oil collection centers must comply with the generator standards in Subpart C of S.C. Regulation 61-107.279.
18. Containers and tanks used to store used oil at collection centers must be equipped with a secondary containment system capable of retaining the volumetric contents of the largest tank or container.
19. The primary containment system used to store used oil and/or oil/gas mixtures at collection centers must be constructed of metal.
20. The secondary containment system must consist of, at a minimum: (a) dikes, berms, retaining walls or similar structures and, (b) a floor. The floor must cover the entire area within the dikes, berms or retaining walls. On some tanks, the secondary containment may be a feature of the tank.
21. The entire containment system, including walls and floor, must be sufficiently impervious to used oil to prevent any used oil released into the containment system from migrating out of the system to the soil, groundwater, or surface water.
21. Oil collection tanks, containment systems, oil bottle collection containers, oil bottle drain racks and oil filter collection containers are to be placed on a concrete pad under a cover of a size sufficient to prevent rainwater from collecting in the containment basin and to prevent any used oil from migrating into the environment.
22. All new and existing used oil collection sites must be registered with DHEC. No reimbursements will be made to the grantee until all sites owned or operated by the grantee have been registered.
23. Grantees that own or operate used oil collection facilities must notify DHEC in writing if they intend to cease the collection of used oil, oil/gas mixtures, oil filters or used oil bottles.
24. No person shall be excluded from participation in, be denied the benefits of, or be subjected to discrimination in relation to activities carried out under this grant program on the grounds of race, age, health status, handicap, color, sex, religion, or national origin.
25. DHEC reserves the right to offer funding in the grant instrument for goods or services that differ from the description provided in the grant request.

## FY15 Used Oil Grant Application

### Application Requirements

Responses to the items below will be used to assign point values to the application. Responses must be numbered 1 through 6 and addressed in numerical order. Incomplete applications will not be considered.

Regions must answer on behalf of each individual county.

### General Information (Questions 1-2)

1. Provide Local Government name.
2. Provide names, addresses, phone numbers, fax numbers and e-mail addresses for the project manager, Finance Director, and authorized representative (i.e. City/County Manager or Administrator).

### Program Description (Question 3) Point Value: (0 to 15)

3. Describe your current motor oil collection program:  
List and/or map of all sites at which used oil, farmer oil, gas/oil mixtures, oil filters, and oil bottles are collected. Include any equipment located at these sites, such as carport covers, concrete pads, bottle/filter drums, drain racks etc. Include any proposed sites being developed.

### Education/Outreach Description (Question 4) Point Value: (0 to 15)

4. Describe the outreach and education efforts that will be used in the coming year to promote the recycling of used motor oil and related materials in your service area.
  - a. Describe the activities and materials that will be used to promote oil recycling.
  - b. Specify amount requested for public education, not to exceed the maximum amounts listed below:  
Population < 50,000: Maximum award \$3,000  
Population 50,000 to 100,000: Maximum award \$4,000  
Population > 100,000: Maximum award \$5,000

Reminder: All educational materials (e.g., advertisements, promotional items, brochures, etc.) must be pre-approved prior to purchase, development or broadcast.

### Project Description (Question 5) Point Value: (0 to 60)

5. Describe the funding needed to continue, expand or improve your oil collection program; number each item according to the outline below:
  - a. Describe request for Equipment and Supplies: (e.g., boxes, bags, cement pads, used oil collection tank, gas/oil mixture collection tank, farmer oil collection tank, oil bottle containers, oil filter containers, carport covers, oil drain pans, signs, and waste oil heaters).

- (1) Provide a complete description of items requested.
- (2) Specify amount requested for each piece of equipment/supplies: \$
- (3) Identify location where equipment is to be placed.
- (4) Attach descriptive literature, brochures, photos of equipment requested, etc.

b. Describe request for Contract Services: (used oil filter collection)

- (1) Include a complete description of the service.
- (2) Identify the location(s) to be serviced and the number of units/pick-ups.
- (3) Specify amount requested for contract services: \$
- (4) If not using the State Contract, please explain your plans.

c. Describe request for Site Preparation funding: (e.g., clearing, fencing or paving for oil collection sites or up to one-third of non-oil related site prep costs; if building a new site, include a copy of the deed or lease).

- (1) Include a description of proposed work, including who will perform the work.
- (2) Specify amount requested for site preparation: \$
- (3) Identify the location of the proposed site, including a map and address for all sites.
- (4) Describe the property ownership (leased, owned, in negotiation, etc.)

d. Specify amount requested for Professional Development: \$

Request is not to exceed \$750.00

Reminder: All Professional Development must be pre-approved by the Office prior to travel.

e. Describe request for Other Direct Costs:

- (1) Specify the amount being requested: \$
- (2) Provide a detailed explanation of the item(s) or service(s) being requested. Requests lacking a clear, detailed description will not be funded.
- (3) Provide a detailed explanation of how the item or service will enhance your used oil collection program.
- (4) Include any appropriate literature, brochures or photos.

**Budget/Cost Justification** (Question 6)

**Point Value: (0 to 10)**

6. Provide a detailed budget with individual costs detailed for each item requested in numbers 4 and 5 above. Include total dollar amount requested.

**SC DHEC Office of Solid Waste Reduction and Recycling**  
**FY2015 Used Oil Grant Application**

**1) Lexington County Solid Waste Management**

2) Joe G. Mergo III, Lexington County Administrator  
212 S. Lake Drive  
Lexington, SC 29072  
Office: 803.785.8100  
Fax: 803.785.8101  
[jmergo@lex-co.com](mailto:jmergo@lex-co.com)

Adam DuBose, Assistant Finance Director  
212 S. Lake Drive  
Lexington, SC 29072  
Office: 803.785.8335  
Fax: 803.785.8379  
[adubose@lex-co.com](mailto:adubose@lex-co.com)

Amanda H. Edwards, Recycling Coordinator  
498 Landfill Lane  
Lexington, SC 29073  
Office: 803.785.3340  
Fax: 803.755.3325  
[aedwards@lex-co.com](mailto:aedwards@lex-co.com)

**Program Description:**

- 3) Describe your current oil collection program - list of all sites at which used oil, farmer oil, gas/oil mixtures, oil filters, and oil bottles are collected.

Site	Location	Car Ports	Gas/Oil Mixture	Farmer Oil	Oil Filters	Oil Bottles
Ball Park Rd	Lexington	X	X		X	X
Bush River Rd	Columbia	X	X		X	X
Chapin	Chapin	X	X		X	X
Edmund	Lexington	X	X		X	X
Edmund Landfill	Lexington	X	X		X	X
Hollow Creek	Gilbert	X	X		X	X
Leesville	Leesville	X	X	X	X	X
Pelion	Pelion	X	X		X	X
River Chase	Lexington	X	X		X	X
Sandhills	Cayce	X	X		X	X
Southeast	Swansea	X	X		X	X
Summit	Leesville	X	X	X	X	X

**Education/Outreach Description:**

- 4) Describe the outreach and education efforts that will be used in the coming year to promote the recycling of used motor oil and related materials in your service area.
- a. Presentations will be given to community organizations, homeowners associations and schools. Also, billboards will be placed around different areas of the county by Lamar Advertising, specifically promoting used motor oil recycling. Information will also be provided at such events as the Lexington Kids Day and during the new Green is Clean Month (April) which was started this year.
  - b. Specify amount requested for Public Education, not to exceed maximum allowable: **\$5,000**.  
 LCSWM is requesting **\$5,000** for public education. Grant funding will be used to replenish printed brochures to educate residents about Lexington County’s used oil program. The brochures will be distributed via mail, presentations, special events, and at collection and recycling centers (\$2000). Grant funding will also be used to advertise the recycling program via the newspaper and/or billboards. One Newspaper advertisement \$515, (1) Billboards @ \$798 each, and (1) Online advertisement campaign promoting used oil recycling seminars during the Green is Clean Month events = \$1687 for a total of \$3,000.

**Project Description:**

**5) Description of the funding needed to continue, expand or improve the oil collection program:**

**a.) Equipment and Supplies:**

**Oil Spill Containment Platforms (Total Requested: \$1,610)**

- 1.) Eight (8) oil spill containment platforms to be replaced/installed at the Collection & Recycling Centers.
- 2.)  $\$188 \times 8 \text{ platforms} = \$1504 + \text{tax} = \$1,610$
- 3.) The platforms are needed to help sustain the used oil recycling program in Lexington County by being used under the oil recycling containers to contain leaks or spilling.

**Oil Bottle Bags (Total Requested: \$7,600)**

- 1.) Twenty (20) boxes – 100 bags per box.
- 2.) \$380.00 per box
- 3.) The oil bottle bags will be used at all 11 Collection and Recycling Centers in Lexington County.
- 4.) The bags are needed to help sustain the oil bottle recycling program in Lexington County.

**Oil Dri (Total Requested: \$960)**

- 1.) One hundred and twenty (120) bags of oil dry at \$8 per bag = \$960
- 2.) Oil Dry is used at each of the County's 11 collection and recycling centers and the Edmund landfill to absorb both aggressive and non-aggressive fluids including oil, while reducing slipping accidents by keeping floors dry.

**Equipment Repairs & Replacements (Total Requested: \$930)**

- 1.) Additional equipment funding request for necessary repairs and/or equipment replacement related to the collection of oil at each of the 11 Collection & Recycling Centers.
- 2.) This maintenance is needed in order to sustain effective oil collection at each of the sites.

**b.) Contract Services: (Total Requested: \$0)**

- 1.) N/A.
- 2.) N/A.
- 3.) N/A.
- 4.) LCSWM collects oil filters from Collection and Recycling Centers and transports to the Edmund Landfill. The County utilizes an oil filter cuber machine to process the filters, remove excess oil and recycles the resulting materials.

**c.) Site Preparation Funding: (Total Requested: \$0)**

N/A

**d.) Professional Development: (Total Requested: \$750)**

LCSWM is requesting \$750 for professional development. Grant funding will be used to send Solid Waste Staff to seminars, training and professional workshops.

**e.) Other Direct Costs:**

N/A

**Budget/Cost Justification:**

**6) Detailed Budget:**

<b>Budget Category</b>	<b>Line Item</b>	<b>Amount</b>
Public Education	Printing of Brochures	\$ 2,000
	Advertisement	\$ 3,000
<b>Total Public Education</b>		<b>\$ 5,000</b>
Equipment/Supplies	Spill Platforms	\$ 1,610
	Oil Bottle Bags	\$ 7,600
	Oil Dri	\$ 960
	Repairs/Replacement	\$ 930
<b>Total Equipment/Supplies</b>		<b>\$ 11,100</b>
Contract Services		\$ 0
<b>Total Contract Services</b>		<b>\$ 0</b>
Site Preparation Costs		\$ 0
<b>Total Site Preparation Costs</b>		<b>\$ 0</b>
Professional Development	Professional Development	\$ 750
<b>Total Professional Development</b>		<b>\$ 750</b>
Other Direct Costs		\$ 0
<b>Total Other Direct Costs</b>		<b>\$ 0</b>
<b>Total Grant Request</b>		<b>\$ 16,850</b>

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# Public Works Objectives

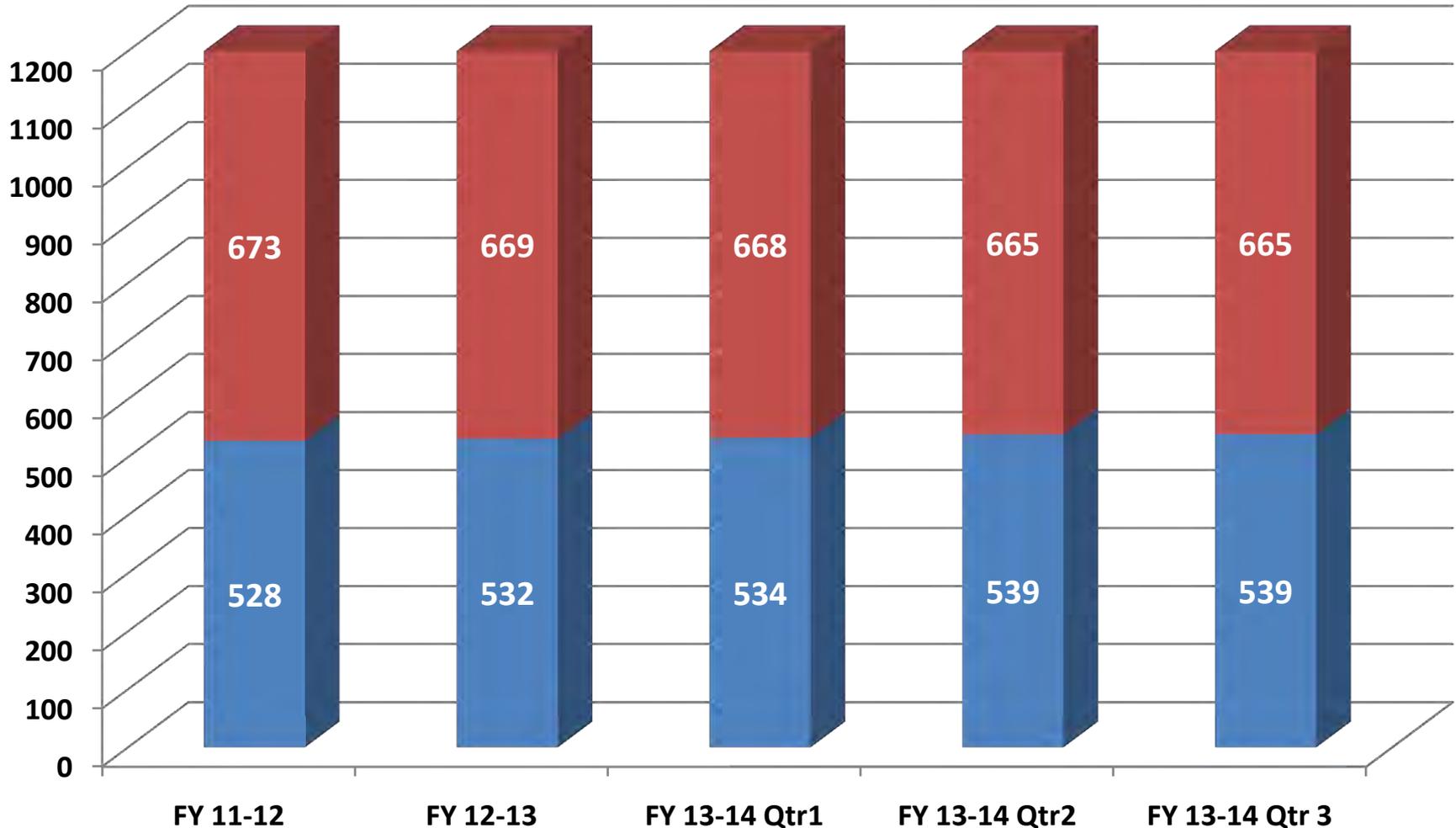
**1A – Reduce the mileage of dirt roads maintained by the County by 8 miles per year for the next 5 years. (Average reduction over last two years = 3 miles)**

**1B – Rebuild / Rehabilitate 20 miles of the County Maintained Dirt Roads each year over the next 5 years.**

**1C – Reduce the Average Annual Work Orders By 4% per year for next 5 years.**

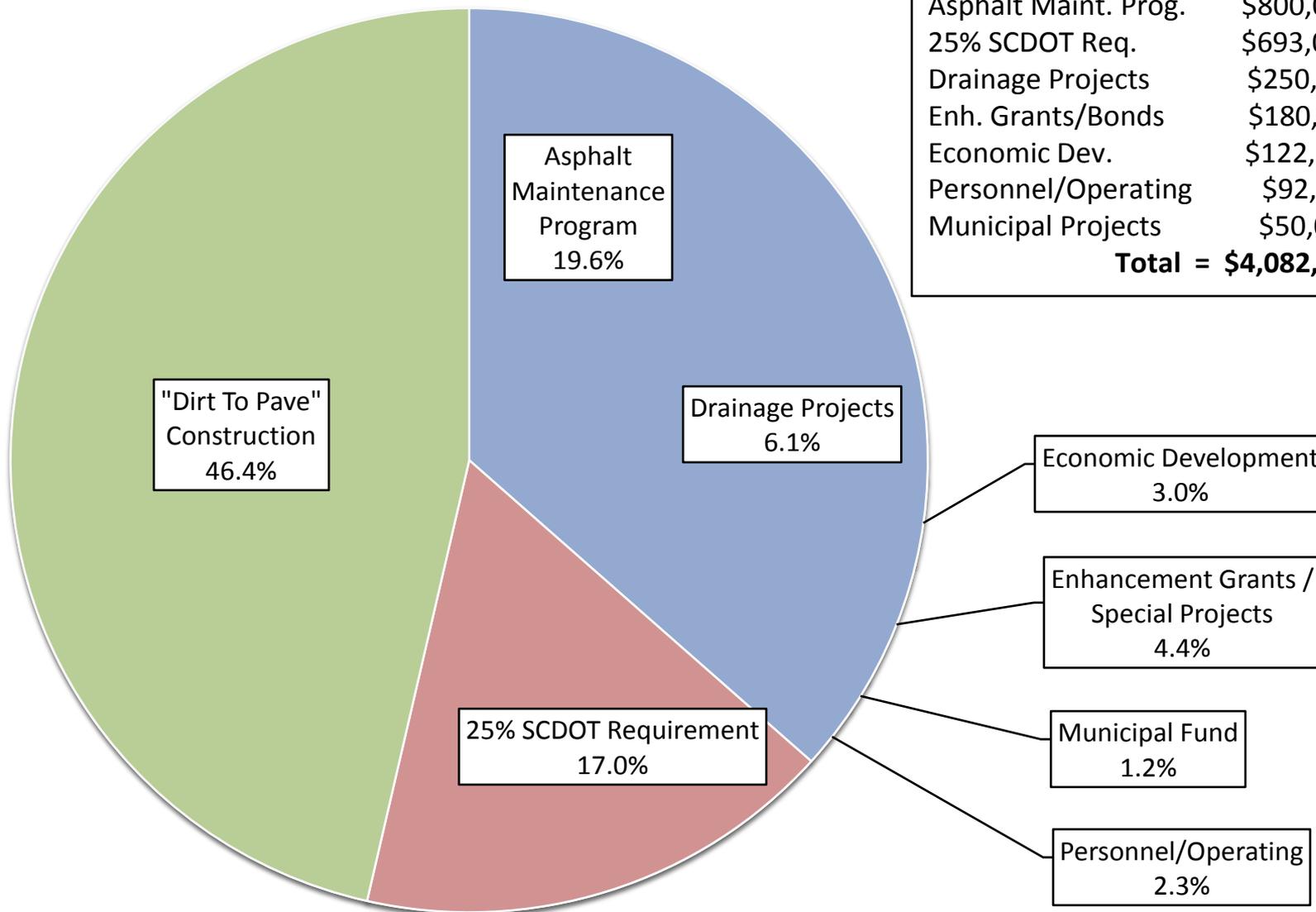
# OBJECTIVE 1A – Reduce the mileage of dirt roads maintained by County by 8 miles per year for the next 5 years (Average over last two years = 3 miles)

■ County Dirt Mileage      ■ County Paved Mileage



# HOW does the County fund road paving projects?

Annual C-Fund Distribution



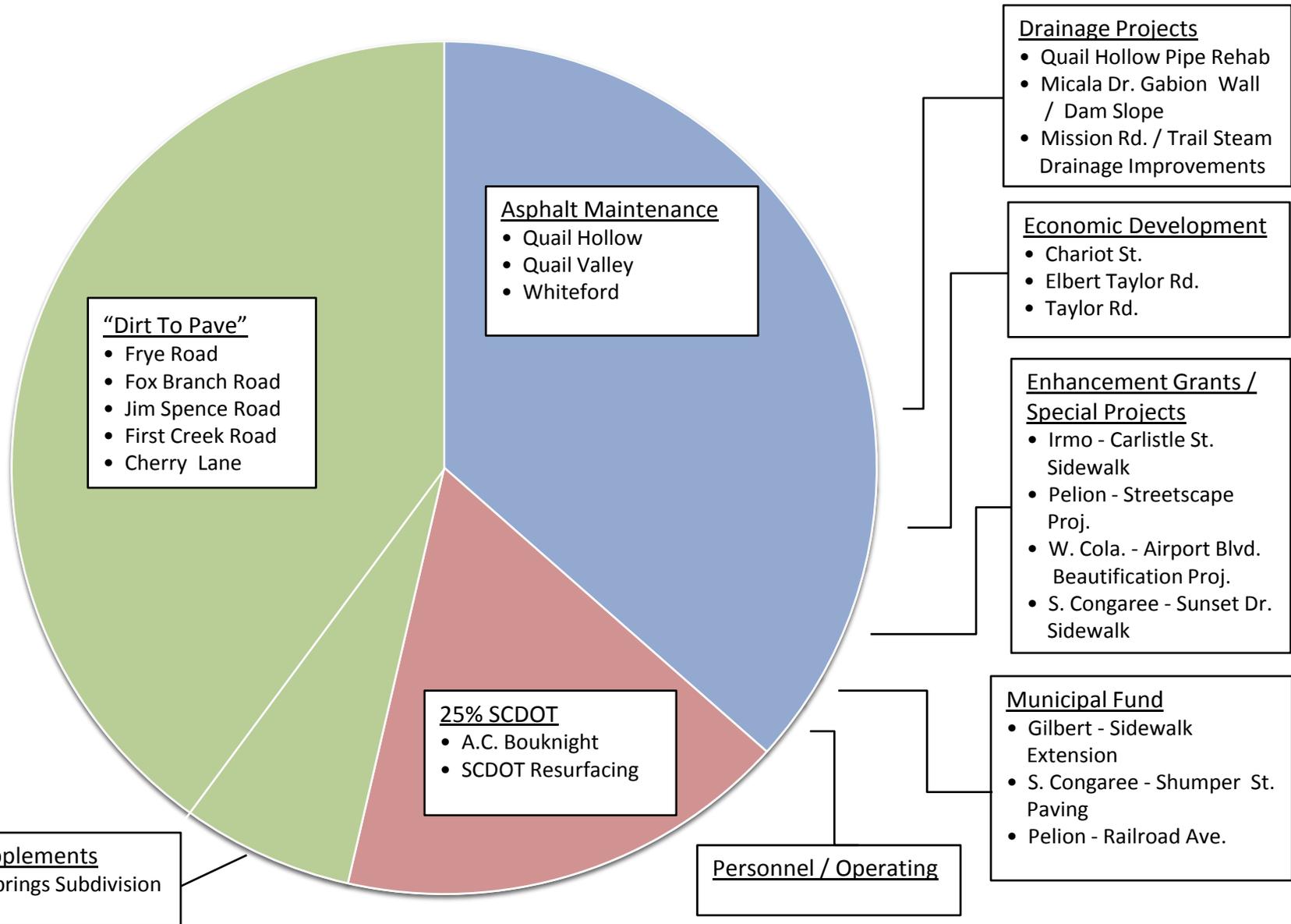
<b>Dirt To Pave Const.</b>	<b>\$1,895,000</b>
Asphalt Maint. Prog.	\$800,000
25% SCDOT Req.	\$693,000
Drainage Projects	\$250,000
Enh. Grants/Bonds	\$180,000
Economic Dev.	\$122,000
Personnel/Operating	\$92,000
Municipal Projects	\$50,000
<b>Total</b>	<b>= \$4,082,000</b>

# Only \$1.9 M annually is used for dirt road paving

<b>Dirt To Pave Const.</b>	<b>\$1,895,000</b>
Asphalt Maint. Prog.	\$800,000
25% SCDOT Req.	\$693,000
Drainage Projects	\$250,000
Enh. Grants/Bonds	\$180,000
Economic Dev.	\$122,000
Personnel/Operating	\$92,000
Municipal Projects	\$50,000
<b>Total =</b>	<b>\$4,082,000</b>

**Thus only about 4 miles of dirt roads can be paved yearly based on this funding**

# Typical C Funds Projects



# SC State Gas Tax Funds the C-Fund Account



- SC Gas Tax is 35.15 cents per gal:  
State Tax is 16.75 cents; Federal Tax is 18.4 cents.
- DOT allocates 2.66 cents /gallon of State tax to the  
County C Fund Account = about \$69 M annually.
- \$69 M is divided among 46 counties based on each  
county's land area, population, and rural road miles  
as a ratio to the state's totals of these three factors.

# Lexington County's C Fund Allocation

Based on the distribution formula for the 2.66 cent per gallon state gas tax, Lexington County received the following funds this past year:

SCDOT Annual Apportionment	\$ 2.77 million
Donor County Settlement	\$ 1.27 million
Investment Interest	\$ 40,000
Total Revenues	\$ 4.08 million

# C-Fund Donor County Facts

There are 16 Donor Counties, and 30 Recipient Counties in South Carolina.

The 16 Donor Counties “donated” \$ 15,774,961 to the 30 Recipient Counties.

The \$15,774,961 represents 35% of the total \$67,922,717 gas tax allocations .

The top five total gas receipts counties are:  
Greenville, Charleston, Lexington, Horry, and York

**\*Based on the 2013 C-Fund Distributions**

# Lexington County C-Fund Donor Facts

Lexington County is the Second highest contributor to the Donor County portion of the C-Funds.

Lexington County “donated” \$2,289,092 to the other 30 counties; this represents 14.5% of the total \$15,774,9661 “donations to others”.

Lexington County received \$1,378,534 in Donor Bonus from the \$9,500,000 Donor Settlement Account as compensation for our “donation” of \$2,289,092; **thus** leaving a net loss of \$910,555 in gas tax contributions.

**\*Based on the 2013 C-Fund Distributions**

# Lexington County's C-Fund Donor Status

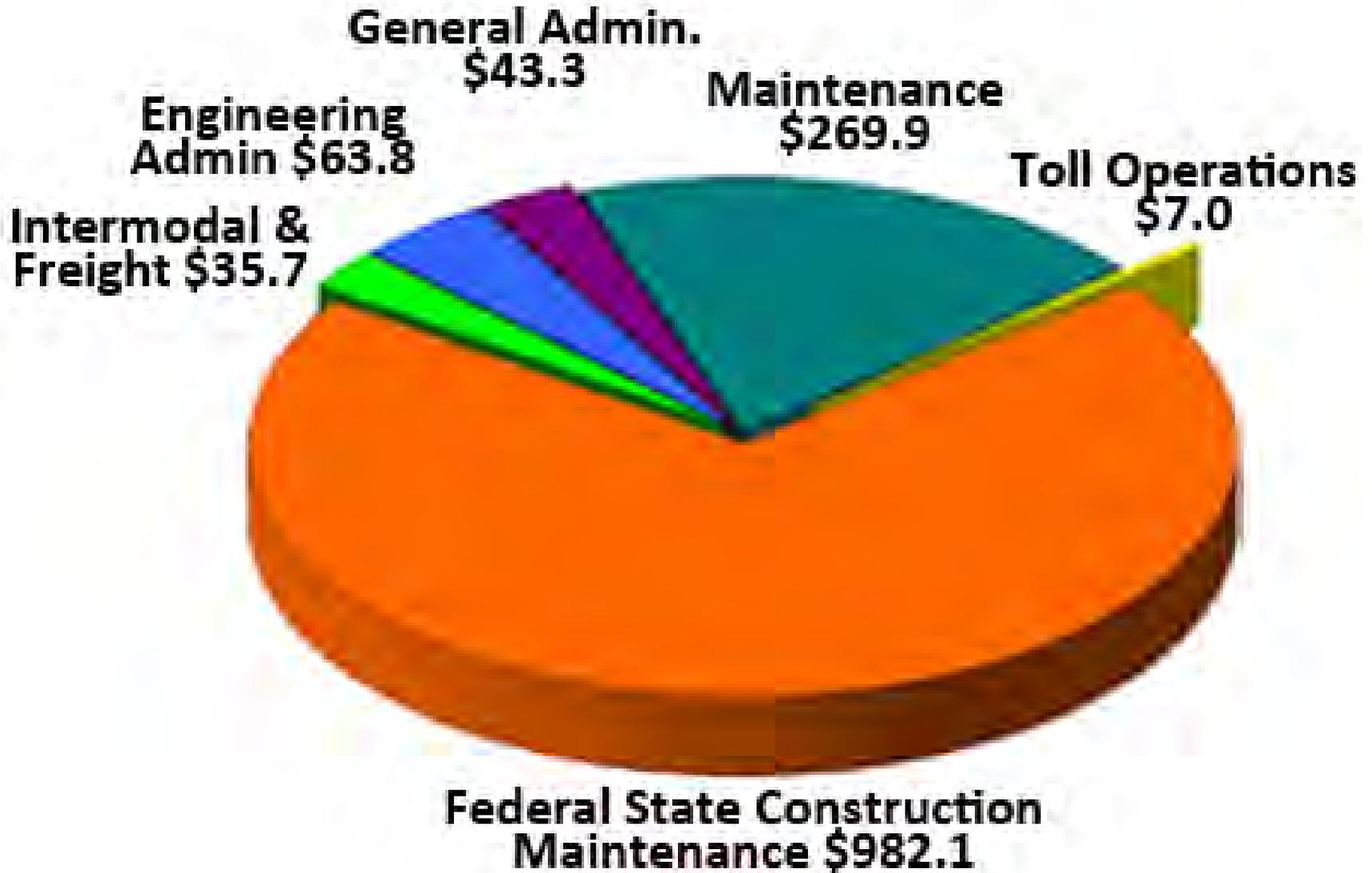
**Based on Excess Receipts of Gas Tax collected thru Dec 2011**

Total Receipts thru Dec 2011	\$ 4,894,433	A
Gas Tax Allocation thru Dec 2011 (Based on 1/3 formula for Land Area, Population, Rural Miles)	\$ 2,605,341	B
Contributions in Excess (Donation to other Counties)	\$ 2,289,092	C=A-B
Donor Bonus Settlement (14.5% of \$9.5 M C-Fund Donor Bonus)	\$ 1,378,538	D
Interest (estimate)	\$ 40,000	E
<b>Total C Fund Allocation</b>	<b>\$ 4,023,878</b>	<b>F=B+D+E</b>
<b>Net Donation to other Counties =</b>	<b>\$ 910,555</b>	<b>G=C-D</b>

# SCDOT FY 2012-13 Estimated Revenues (Millions)

Motor Fuel User Fees .....	\$ 448.0
Interest .....	4.0
Toll Revenues .....	8.0
Maintenance Trust Fund .....	44.6
Misc. (Permits, Sale of Property & other) ...	52.4
Interagency Transfers .....	2.8
<b>CTC Donor County Transfers/SIB Transfer ...</b>	<b>(12.3)</b>
Debt Service .....	(63.9)
State Revenues .....	\$483.6
Federal Reimbursement Revenues .....	\$815.2
<b>Total Estimated Revenues .....</b>	<b>\$1,298.8</b>

# SCDOT FY 2012-13 Operating Budget Total \$1,401.8 Million



**The current funding for dirt road paving allows Public Works to pave about four to five miles per year; thus it will take about 150 years to pave all 665 miles of the dirt roads in Lexington County!**

**The current age of the 370 pending dirt road paving Petitions (300 miles, \$200M) ranges from 1 year to 47 years old**

*Feb. 11, 1967*

TO WHOM IT MAY CONCERN:

We, the undersigned, being land owners and residents of Lexington County, in the Community south of Steadman, toward what is known as Rayflin, do request and petition that the roads through this community be paved. It should be also noted that this is a mail road and school bus route.

<i>Robert K. Hunt</i>	<i>Jennie A. Rich</i>
<i>Leon Hunt</i>	<i>Kelly B. Rich</i>
<i>Drayton Hunter</i>	<i>Virginia Horick</i>
<i>J R Hunter</i>	<i>Marvin Hunt</i>
<i>Ezra B. Hunter</i>	<i>Manuel Hunt</i>
<i>W B</i>	<i>Gracie Whitman</i>
<i>W B</i>	<i>Ch. Hunter</i>

## ***INITIATIVES ... to reduce the mileage of dirt roads maintained by the County by 8 miles per year for the next 5 years***

- 1) Bid to contract an average of 7 miles of dirt road paving per year for the next 5 years.*
- 2) Refocus most of C-FUNDS toward paving of dirt roads.*
- 3) Accept C-FUND paved roads instead of accepting dirt roads in exchange for the paved road.*
- 4) Close or convert to private low-volume, cut-through dirt roads.*
- 5) Hire 2 additional Project Engineers to handle the project management, right-of-way, utility coordination, and construction management. Proposed grades are: EA III & EA II*
- 6) Purchase equipment to implement In-House Alternate Paving Program.*
- 7) Purchase materials to implement In-House Alternate Paving Program.*
- 8) Hire 3 Construction / Maintenance employees to implement an In-House Alternate Paving Program; Proposed grades are: HEO IV, HEO III, HEO II*

# OBJECTIVE 1B – Rebuild / Rehabilitate 20 miles of the County Maintained Dirt Roads each year over the next 5 years.



# WHY? Do we want to Rebuild our dirt roads?

Typical day at Public Works after a heavy rainfall  
Monday, January 13, 2014

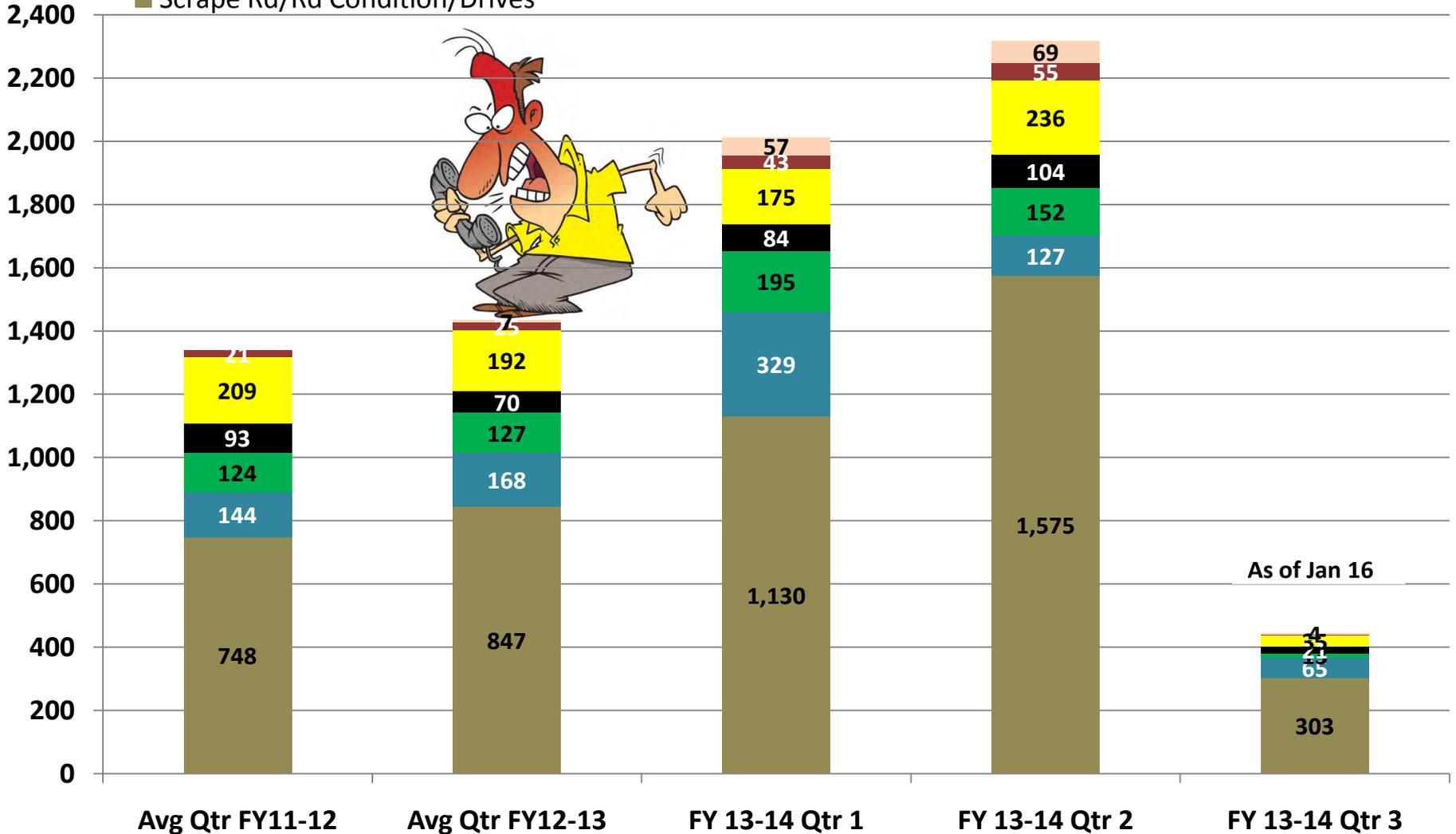
**OVER 200 CALLS / 175 WORK ORDERS**  
**THE DEFINITION OF INSANITY**

147 – Scrape Road / Road Condition / Washout  
22 – Drainage Issues / Flooding  
5 – Potholes  
1 – R/W Cuts  
175 Total



# 75% OF OUR 800+/- MONTHLY WORK ORDERS ARE ON DIRT ROADS

- Encroachment Permits
- Signing
- R/W Clearing/Tree Removal
- Scrape Rd/Rd Condition/Drives
- Trash/Dead Animal Removal/Misc
- Pothole/Curb/CB/SWRepair/Resurface
- Drainage/Flooding/Pond/Sinkhole



As of Jan 16

***Additional Funding, Staffing, and Planning will be required; Need to address maintenance shortfalls in Public Works budget, need staffing and budget restored to appropriate per capita levels***

***Currently, there is only \$400,000 in the Public Works annual budget for Road and Drainage Repairs / Maintenance***

***This amount spread out over 1,190 miles of road equates to \$336 per mile or \$168 per lane mile of road or 3 cents / ft***

***Public Works' Transportation and Engineering Divisions have increased in staff by only 5.6 % (4 employees) in the past 20 years while Lexington County's population has grown by 57%. The County's FTEs has increased by 20.8% in the past 10 years.***

***INITIATIVES ... to Rebuild / Rehabilitate 20 miles of the County Maintained Dirt Roads each year for the next 5 years.***

- 1) Replace three (3) of the six (6) FTE Transportation employees pulled off of Road Maintenance three years ago to work on Pond Maintenance to work on this Dirt Road Rehabilitation Program; Proposed grades are: HEO IV, HEO III, HEO II*
- 2) Purchase equipment for the Dirt Road Rehabilitation Program.*
- 3) Purchase materials for the Dirt Road Rehabilitation Program.*
- 4) Procure a new borrow pit site in the southwestern part of the County.*
- 5) Restore Maintenance budget to appropriate per capita levels*

# RESOLUTION

## THE COUNCIL FOR THE COUNTY OF LEXINGTON, SOUTH CAROLINA, MEETING IN GENERAL SESSION THE 25<sup>th</sup> DAY OF MARCH, TWO THOUSAND AND FOURTEEN, ADOPTED THE FOLLOWING:

**WHEREAS**, drunk driving was responsible for 10,322 deaths and approximately 345,000 injuries in 2012; and

**WHEREAS**, drunk driving fatalities involving a Blood Alcohol Content (BAC) of .08 or higher represent 41% of all total traffic deaths in South Carolina; and

**WHEREAS**, Mothers Against Drunk Driving (MADD) reports that 120,000 persons or 22.3% of individuals aged 12 to 20 years old report using alcohol in the past month; and

**WHEREAS**, Mothers Against Drunk Driving (MADD) reports that 72,000 persons or 13.3% of individuals aged 12 to 20 years old report binge drinking in the past month; and

**WHEREAS**, recent studies suggest that a single alcohol-related fatality in South Carolina can cost \$4.9 million; and

**WHEREAS**, Emma Longstreet of Lexington, SC was only 6 years-old when she died on January 1, 2012, killed in a collision with a drunk driver while she and her family were on their way to church services at Northside Baptist Church in Lexington; and

**WHEREAS**, the individual driving the car that hit Emma and her family later pled guilty to two felony Driving Under the Influence (DUI) charges and was sentenced to nine months in prison; and

**WHEREAS**, Emma's father, David Longstreet, has made strengthening South Carolina's DUI laws his personal mission since his daughter's death; and

**WHEREAS**, the City of Columbia continues to mourn 3 year-old Josiah Caden Jenkins, grandnephew of Columbia Fire Chief Aubrey Jenkins, who died on Tuesday, March 11, 2014, four days after a collision on North Springs Road that also injured his mother; and

**WHEREAS**, the individual driving the automobile that collided with the automobile operated by Josiah's mother has been charged with felony DUI resulting in death, driving under suspension and a seat belt violation in connection with that collision; and

**WHEREAS**, the individual driving the automobile that collided with the automobile operated by Josiah's mother was out on bond awaiting trial on an additional DUI charge filed in November 2013 at the time of that collision and has a history of DUI convictions dating back to 1993; and

**WHEREAS**, S. 137, also known as "Emma's Law," requires the use of Ignition Interlock Devices for all repeat offenders and first time offenders with a blood alcohol concentration of .12 or greater; and

**WHEREAS**, an Ignition Interlock Device (IID) is a mechanism, like a breathalyzer, installed in a vehicle to prevent an individual from starting his or her car if he or she has been drinking alcohol.

**NOW, THEREFORE, BE IT RESOLVED** that we, Lexington County Council, proudly support Mr. Longstreet and "Emma's Law" and encourage all our fellow citizens to do the same.

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

\_\_\_\_\_  
M. Todd Cullum, Vice Chairman

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

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

\_\_\_\_\_  
Kent Collins

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

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

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

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

ATTEST:

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

**ORDINANCE 14-04**

**AN ORDINANCE CALLING FOR A REFERENDUM AND  
BALLOT QUESTION**

WHEREAS, South Carolina Code Section 61-6-2010 provides methods to call for a referendum to place the question of authorizing the South Carolina Department of Revenue to issue temporary permits for the sale of beer and wine at permitted premises locations without regard to the days or hours of sales; and

WHEREAS, South Carolina Code Section 61-6-2010(C)(4) allows for the county governing body by ordinance to call for such a referendum in the next general election; and

WHEREAS, the next general election is November 4, 2014, and

WHEREAS, the County Council desires to call for the referendum by Ordinance as provided for in South Carolina Code Section 61-6-2010(C)(4);

NOW, THEREFORE, Be it ordained by the County Council as follows:

**Section 1.**

Pursuant to South Carolina Code Section 61-6-2010(C)(4), County Council directs that the following question be placed on the ballot on the 4th day of November, 2014, to be voted upon by all qualified electors:

**“Shall the Department of Revenue be authorized to issue temporary permits in the County of Lexington for a period not to exceed twenty-four hours to allow for the sale of beer and wine at permitted off-premises locations without regard to the days or hours of sales?”**

**Section 2.**

The Lexington County Election Commission is directed to place the above question on the ballot on November 4, 2014, and that such Commission conduct the referendum in the manner provided for by law for such general election.

**Section 3. Effective Date.**

This Ordinance is effective upon third reading.

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Johnny W. Jeffcoat, Chairman  
Lexington County Council

ATTEST:

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Diana Burnett, Clerk

First Reading:

Second Reading:

Public Hearing:

Third & Final Reading:

Filed w/Clerk of Court:

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## RESOLUTION

**THE COUNCIL FOR THE COUNTY OF LEXINGTON, SOUTH CAROLINA, MEETING IN GENERAL SESSION THE 25<sup>th</sup> DAY OF MARCH, TWO THOUSAND AND FOURTEEN, ADOPTED THE FOLLOWING:**

**WHEREAS**, April 2014 marks the 46<sup>th</sup> anniversary of the passage of the Fair Housing Act of 1968, which was created to prevent discrimination in regard to race, color, creed, national origin, gender, and disability, and to promote fair housing opportunities for all citizens; and

**WHEREAS**, federal and state laws establish these rights of every person to equal housing opportunities.

**NOW, THEREFORE, BE IT RESOLVED** that the Community Development Department of the County of Lexington in South Carolina, will be responsible in communicating to all citizens the importance of providing equal housing opportunities for all persons as these are the goals of the County of Lexington and in celebration of this month we hereby proclaim **APRIL 2014 FAIR HOUSING MONTH**.

**BE IT FURTHER RESOLVED**, that we, the members of Lexington County Council invite all other agencies, institutions, and persons in the County of Lexington to adhere and abide by the document and sincerity of the Fair Housing law.

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

\_\_\_\_\_  
M. Todd Cullum, Vice Chairman

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

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

\_\_\_\_\_  
Kent Collins

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

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

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

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

ATTEST:

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

## RESOLUTION

**THE COUNCIL FOR THE COUNTY OF LEXINGTON, SOUTH CAROLINA, MEETING IN GENERAL SESSION THE 25<sup>th</sup> DAY OF MARCH, TWO THOUSAND AND FOURTEEN, ADOPTED THE FOLLOWING:**

**WHEREAS**, Reverend Dr. Charles B. Jackson, Sr. served with honor on the Lexington County Health Services District, Inc. Board of Directors from March 2011 through March 2014; and

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

**WHEREAS**, during Reverend Jackson's tenure on the Board, he witnessed such projects as the purchase of land for a future second hospital, the approval of a Certificate of Need to provide comprehensive cardiac services at Lexington Medical Center, the implementation of an Electronic Health Record system, construction of the Occupational Health Facility in Cayce and numerous Patient Satisfaction and Quality awards; and

**WHEREAS**, Reverend Jackson has also served on the Finance and Operations Committee, Building Committee, and the Community Outreach Committee.

**NOW, THEREFORE, BE IT RESOLVED** that we, the members of Lexington County Council, extend to **REVEREND DR. CHARLES B. JACKSON, SR.** our sincere thanks and gratitude for the tremendous job he has done for the Board, the County, and the citizens of Lexington County.

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

\_\_\_\_\_  
M. Todd Cullum, Vice Chairman

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

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

\_\_\_\_\_  
Kent Collins

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

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

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

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

ATTEST:

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



**APPOINTMENTS  
BOARDS & COMMISSIONS  
March 25, 2014**

**JIM KINARD**

- **Lexington County Health Services Board** - Heather Jackson; term expired 03/10/14; not eligible for reappointment; *pending qualified board nominee*

**DEBRA SUMMERS**

- **Assessment Appeals Board** - Linda Ham; term expired 09/21/13; confirmed desire **NOT** to serve another term; *pending qualified board nominee*

**BOBBY KEISLER**

- **Lexington County Health Services Board** - Joel A. Tyson; term expired 03/10/14; eligible for reappointment, *confirmed desire to serve another term*
- **Lexington County Health Service Board** - Carol R. Metts; term expired 03/10/14; eligible for reappointment, *confirmed desire to serve another term*

**BILL BANNING**

- **Lexington County Board of Zoning Appeals** - Morris K. Philips; resigned as of 02/13/14; partial term expires 12/31/16; *see attached nomination form from Brad Aull*

**TODD CULLUM**

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

**AT LARGE:**

**River Alliance**

- **Mike Crapps** - term expires 01/26/16; resigned effective as of 08/30/13; *see attached nomination form for Morris Phillips*



LEXINGTON COUNTY COUNCIL
BOARD/COMMISSION NOMINATION FORM



LEXINGTON COUNTY ZONING BOARD
(Name of Board/Commission to which you are applying)

Name: AULL BRADLEY GORDON
(Last) (First) (Middle)

Home Address (Please provide both physical and mailing address if different)

Street 100 ASHLEY COURT
City WEST COLUMBIA State SC Zip 29169

Address:
(Former address if less than five (5) years at current address)

Telephone: Home ( ) N/A Office (803) 787-8437 Mobile (803) 447-4256

E-mail Address: BRADAULL@GMAIL.COM

Are you a permanent resident of Lexington County? Yes [checked] No

Are you related to anyone that is employed by the County or affiliated with the Board/Commission for which you are applying? Yes No [checked]

If yes, please list the relative's name

Voter Registration Number: 6 159 908 Driver's License State/Number SC 008596561

Occupation: REALTOR

Employer: COLUMBIALAND REALTY

Address: 1313 PERCIVAL ROAD City COLUMBIA State SC Zip 29223

Why would you like to serve on this Board/Commission? I AM INTERESTED IN SERVING MY CITY/COUNTY IN A GREATER CAPACITY WITH MY BACKGROUND IN REAL ESTATE, I BELIEVE THIS WOULD BE A GREAT OPPORTUNITY.

Do you serve on any local or state board, commission, committee or in an elected position? Yes No [checked]

If yes, please give details.

List other Boards/Commissions on which you currently serve and have served and dates N/A

Have you ever been convicted of a crime other than a minor traffic violation? Yes No [checked]

If yes, please explain.

Highest Level of Education: COLLEGE

High School Graduate LEXINGTON HIGH SCHOOL GED Equivalent

College/University Attended UNIVERSITY of SOUTH CAROLINA

Degree BACHELOR of ART - ART STUDIO

Do you have any interest in any business that has, is, or will do business with the County of Lexington or with the Board or Commission entity for which you are applying? Yes \_\_\_\_\_

No

If yes, please provide details. \_\_\_\_\_

Initial BGA I understand that my appointment to this Board/Commission may/will require some training and/or certification, and if selected to serve, I agree to give the time necessary for such training and/or certification.

Initial BGA I understand that my attendance at all meetings is important. I hereby agree to attend all of the stated and called meetings of this entity to which I am begin considered for appointment, and I further agree that I will resign my appointment should I miss:

- A. As per Section 2-133. Absences - 25 percent of the meetings within a one-year period. The Council may, in its discretion waive enforcement of this section in the case or illness, death of a family member, court appearance or other similar circumstance beyond the control of the appointee.

### CERTIFICATION OF APPLICANT

By signing below, applicant certifies that his/her statements are true, accurate, and complete, and that he/she knows and agrees that any misrepresentation or omission of the facts may result in his/her being disqualified or being discharged should he/she already be appointed by the County Council as their assignee. I understand that my application will be considered by County Council and voted upon by Council. I further understand that if I am selected for service, I will receive written confirmation by Council.

At the County's discretion, the County and/or its agents may conduct a criminal background check and that information can be used for or against an appointment on a board/commission for Lexington County.

Witness

Applicant's Signature

Date

Submitted by: Bill Banning  
 New Appointee or Reappointee: New  
 Council District Number: 8

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



LEXINGTON COUNTY COUNCIL
BOARD/COMMISSION NOMINATION FORM



RIVER ALLIANCE

(Name of Board/Commission to which you are applying)

Name: PHILLIPS JR. MORRIS KIRTON
(Last) (First) (Middle)

Home Address (Please provide both physical and mailing address if different)

Street 105 ASHLEY COURT
City WEST COLUMBIA State SOUTH CAROLINA Zip 29169

Address: N/A
(Former address if less than five (5) years at current address)

Telephone: Home (803) 739-2892 Office ( ) N/A Mobile (803) 404-1850

E-mail Address: MKPJR@ATT.NET

Are you a permanent resident of Lexington County? Yes X No

Are you related to anyone that is employed by the County or affiliated with the Board/Commission for which you are applying? Yes X No

If yes, please list the relative's name N/A

Voter Registration Number: 1097502 Driver's License State/Number SCDL# 002009734

Occupation: RETIRED - FROM STATE OF SC (PROGRAMMER)

Employer: SCE SC (SOUTH CAROLINA EMPLOYMENT SECURITY COMMISSION)

Address: GASTON ST. City COLUMBIA State SC Zip 29202

Why would you like to serve on this Board/Commission? HAVE ALWAYS BEEN INTERESTED IN THE RIVER ALLIANCE - WOULD LIKE TO SERVE MY COMMUNITY IN THIS AREA

Do you serve on any local or state board, commission, committee or in an elected position? Yes No X

If yes, please give details. FORMER MEMBER OF LEX. CO. ZONING BOARD OF APPEALS

List other Boards/Commissions on which you currently serve and have served and dates N/A

Have you ever been convicted of a crime other than a minor traffic violation? Yes X No

If yes, please explain. N/A  
Highest Level of Education: COLLEGE

High School Graduate \_\_\_\_\_ GED Equivalent \_\_\_\_\_

College/University Attended CHARLOTTE BUSINESS COLLEGE

Degree AUTOMATED ACCOUNTING AND FINANCE

Do you have any interest in any business that has, is, or will do business with the County of Lexington or with the Board or Commission entity for which you are applying? Yes \_\_\_\_\_

No X

If yes, please provide details. N/A

Initial MKP I understand that my appointment to this Board/Commission may/will require some training and/or certification, and if selected to serve, I agree to give the time necessary for such training and/or certification.

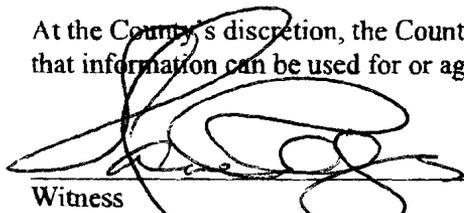
Initial MKP I understand that my attendance at all meetings is important. I hereby agree to attend all of the stated and called meetings of this entity to which I am begin considered for appointment, and I further agree that I will resign my appointment should I miss:

- A. As per Section 2-133. Absences - 25 percent of the meetings within a one-year period. The Council may, in its discretion waive enforcement of this section in the case or illness, death of a family member, court appearance or other similar circumstance beyond the control of the appointee.

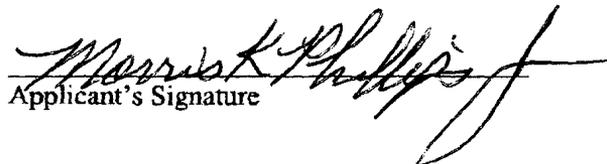
### CERTIFICATION OF APPLICANT

By signing below, applicant certifies that his/her statements are true, accurate, and complete, and that he/she knows and agrees that any misrepresentation or omission of the facts may result in his/her being disqualified or being discharged should he/she already be appointed by the County Council as their assignee. I understand that my application will be considered by County Council and voted upon by Council. I further understand that if I am selected for service, I will receive written confirmation by Council.

At the County's discretion, the County and/or its agents may conduct a criminal background check and that information can be used for or against an appointment on a board/commission for Lexington County.

  
Witness

3-17-2014  
Date

  
Applicant's Signature

Submitted by: Bill Banning  
New Appointee or Reappointee: New  
Council District Number: At large  
Date: 3/18/14

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

# COUNTY OF LEXINGTON

## Procurement Services

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### MEMORANDUM

(O) 785-8166

(F) 785-2240

**DATE:** March 14, 2014

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

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

**FROM:** Kay Keisler  
Procurement Officer

**SUBJECT: Thirty-Nine (39) Motorola 800 MHz Radios (Replacements)  
Public Safety/Fire Service**

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Public Safety/Fire Service submitted a purchase requisition for the purchase of thirty-nine (39) replacement Motorola 800 MHz radios with accessories (chargers, speaker mic, batteries, etc.). These radios and accessories will be purchased under SC State Contract #5000011320 from Motorola.

David Kerr, Public Safety Director and Chief Brad Cox, Fire Service have reviewed and recommended this purchase. The total cost, including applicable sales tax, is \$155,534.73.

Funds are appropriated in the following account:

<u>Account Number</u>	<u>Account Description</u>	<u>Account Balance</u>	<u>Requisition Amount</u>
1000-131500-5AE546	(39) P25 800 MHz Radios	\$155,904.00	\$155,534.73

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 March 25, 2014.

copy: Randy Poston, Chief Financial Officer  
David Kerr, Public Safety Director  
Brad Cox, Chief, Fire Service

# COUNTY OF LEXINGTON

## Procurement Services

MEMORANDUM

(O) 785-8166

(F) 785-2240

**DATE:** March 13, 2014

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

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

**FROM:** Kay Keisler  
Procurement Officer

**SUBJECT:** **Olde Saluda Passage Storm Drain Replacement**  
**B14032-03/12/14S**  
**Public Works**

Competitive bids were solicited and advertised for the storm drain replacement at Olde Saluda Passage. A mandatory pre-bid meeting was held on February 28, 2014 in which three (3) contractors were represented. The County received three (3) responsive bids on March 12, 2014 (see attached Bid Tabulation).

The bids were evaluated by Wrenn Barrett, Director of Public Works; J. Randy Edwards, County Engineer; Joey Derby, "C" Funds Manager; and Kay Keisler, Procurement Officer. It is our recommendation to award this project to Cherokee, Inc. as the lowest bidder for a total amount, including all applicable taxes, of \$35,410.00.

Funds are appropriated in the following account:

<u>Account Number</u>	<u>Account Description</u>	<u>Account Balance</u>	<u>Requisition Amount</u>
2700-121302-5R0174	Olde Saluda Passage Drainage	\$37,450.00	\$35,410.00

I concur with the above recommendation and further recommend that this bid be placed on County Council's agenda for their next scheduled meeting on March 25, 2014.

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

## Procurement Services

MEMORANDUM

(O) 785-8166

(F) 785-2240

**DATE:** March 17, 2014

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

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

**FROM:** Angela Seymour  
Procurement Officer

**SUBJECT:** **Household Hazardous Waste Collection Event**  
**B14035-03/12/14S**  
**Solid Waste Management**

Competitive bids were solicited and advertised for a turnkey service event of the public disposal of household hazardous waste for Solid Waste Management. The County received five (5) responsive bids on March 12, 2014 (see attached Bid Tabulation).

The bids were evaluated by Dave Eger, Director, Solid Waste Management; Amanda Edwards, Recycling Coordinator, Solid Waste Management; and Angela Seymour, Procurement Officer. It is our recommendation to award this project to Care Environmental Corp. as the lowest bidder for an estimated total amount, including all applicable taxes, of \$10,805.00. This amount may fluctuate to the budgeted amount of \$30,000.00 - depending on the public response to this event.

Funds will be appropriated in the following accounts:

<u>Account Number</u>	<u>Account Description</u>	<u>Account Balance</u>	<u>Requisition Amount</u>
1000-121400-520200	Contracted Services	\$15,000.00	\$15,000.00
5700-121201-520200	Contracted Services	\$15,000.00	\$15,000.00

I concur with the above recommendation and further recommend that this bid be placed on County Council's agenda for their next scheduled meeting on March 25, 2014.

copy: Randy Poston, Chief Financial Officer  
Dave Eger, Director, Solid Waste Management  
Amanda Edwards, Recycling Coordinator, Solid Waste Management

## County of Lexington

### Bid Tabulation

**BID # : B14035-03/12/14S**

**Household Hazardous Waste Collection Event**

Item	Est. Qty.	U/M	Description	Tradebe Treatment and Recycling		Care Environmental Corp.		Ecoflo, Inc.		Clean Harbors Environmental Services, Inc.		MXI Environmental Services LLC	
				Unit Total	Total Cost	Unit Total	Total Cost	Unit Total	Total Cost	Unit Total	Total Cost	Unit Total	Total Cost
1	2000	LB	Greases, Wax, & Cleaners	\$ 0.46	\$ 920.00	\$ 0.19	\$ 380.00	\$ 0.38	\$ 760.00	\$ 0.38	\$ 760.00	\$ 1.00	\$ 2,000.00
2	2500	LB	Cleaners & Pool Chemicals	\$ 2.53	\$ 6,325.00	\$ 0.89	\$ 2,225.00	\$ 3.24	\$ 8,100.00	\$ 1.13	\$ 2,825.00	\$ 3.00	\$ 7,500.00
3	1500	LB	Caustics	\$ 1.04	\$ 1,560.00	\$ 0.29	\$ 435.00	\$ 0.38	\$ 570.00	\$ 1.08	\$ 1,620.00	\$ 1.65	\$ 2,475.00
4	500	GAL	Insecticides/Herbicides	\$ 7.49	\$ 3,745.00	\$ 0.74	\$ 370.00	\$ 0.81	\$ 405.00	\$ 5.64	\$ 2,820.00	\$ 1.75	\$ 875.00
5	1000	LB	Alkaline	\$ 1.45	\$ 1,450.00	\$ 0.29	\$ 290.00	\$ 0.81	\$ 810.00	\$ 0.86	\$ 860.00	\$ 1.65	\$ 1,650.00
6	500	EA	Fluorescent Light Tubes	\$ 1.05	\$ 525.00	\$ 1.00	\$ 500.00	\$ 0.81	\$ 405.00	\$ 1.11	\$ 555.00	\$ 3.00	\$ 1,500.00
7	1500	LB	Flammable Aerosols	\$ 0.97	\$ 1,455.00	\$ 0.59	\$ 885.00	\$ 1.19	\$ 1,785.00	\$ 1.08	\$ 1,620.00	\$ 2.00	\$ 3,000.00
8	150	EA	Fire Extinguishers	\$ 25.00	\$ 3,750.00	\$ 10.00	\$ 1,500.00	\$ 5.00	\$ 750.00	\$ 17.04	\$ 2,556.00	\$ 5.00	\$ 750.00
9	1000	EA	Acid and Base Waste	\$ 1.04	\$ 1,040.00	\$ 0.29	\$ 290.00	\$ 2.15	\$ 2,150.00	\$ 1.08	\$ 1,080.00	\$ 1.50	\$ 1,500.00
10	50	EA	Unknowns	\$ 15.00	\$ 750.00	N/C	N/C	\$ 3.25	\$ 162.50	\$ 53.75	\$ 2,687.50	\$ 3.00	\$ 150.00
11	1	LOT	Mobilization	\$ 1,512.00	\$ 1,512.00	\$ 1,150.00	\$ 1,150.00	\$ 3,890.00	\$ 3,890.00	\$ 800.00	\$ 800.00	No Charge	No Charge
12	1	LOT	Transportation	\$ 248.00	\$ 248.00	\$ 400.00	\$ 400.00	\$ -	\$ -	\$ 950.00	\$ 950.00	No Charge	No Charge
13	500	LB	Mercury	\$ 6.45	\$ 3,225.00	\$ 0.89	\$ 445.00	\$ 1.25	\$ 625.00	\$ 9.25	\$ 4,625.00	\$ 1.00	\$ 500.00
14	1500	LB	PCB Ballasts	\$ 5.05	\$ 7,575.00	\$ 1.00	\$ 1,500.00	\$ 0.81	\$ 1,215.00	\$ 0.54	\$ 810.00	\$ 1.00	\$ 1,500.00
15	500	LB	Li	\$ 4.45	\$ 2,225.00	\$ 0.29	\$ 145.00	\$ 0.81	\$ 405.00	\$ 5.48	\$ 2,740.00	\$ 1.00	\$ 500.00
16	500	LB	Ni-CD	\$ 1.25	\$ 625.00	\$ 0.29	\$ 145.00	\$ 0.81	\$ 405.00	\$ 0.86	\$ 430.00	\$ 1.00	\$ 500.00
17	500	LB	NiMH	\$ 1.25	\$ 625.00	\$ 0.29	\$ 145.00	\$ 0.81	\$ 405.00	\$ 0.86	\$ 430.00	\$ 1.00	\$ 500.00
18		LB	Lead Acid	\$ 0.82		\$ 0.29		\$ 0.81		\$ 0.48		\$ 1.00	
<b>Total Estimated Cost</b>					<b>\$ 37,555.00</b>		<b>\$ 10,805.00</b>		<b>\$ 22,842.50</b>		<b>\$ 28,168.50</b>		<b>\$ 24,900.00</b>

Bids Received: March 12, 2014 @ 2:30 PM E.S.T.

Kay Keisler for Angela M Seymour  
Procurement Officer

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



infrastructure credits for the Project, calculated as set forth in the Infrastructure Credit Agreement; and

**WHEREAS**, it appears that the Infrastructure Credit Agreement, which is now before this meeting, is in appropriate form and is an appropriate instrument to be executed and delivered by the County for the purposes intended.

**NOW, THEREFORE, BE IT ORDAINED** by the County Council of Lexington County, South Carolina, in meeting duly assembled, as follows:

1. In order to promote industry, develop trade, and utilize and employ the manpower, products, and natural resources of the State of South Carolina (the “State”) by assisting the Company to establish a manufacturing facility in the County, the Infrastructure Credit Agreement is hereby authorized, ratified, and approved.

2. It is hereby found, determined, and declared by the County Council, as follows:

- (a) The County’s actions herein will serve the purposes and in all respects conform to the provisions and requirements of the Act.
- (b) The Project and the payments in lieu of taxes set forth herein are beneficial to the County, and the County has evaluated the Project based upon all criteria prescribed by law, including the anticipated dollar amount and nature of the investment to be made and the anticipated costs and benefits to the County.
- (c) The Project is anticipated to benefit the general public welfare of the County by providing services, employment, recreation, or other public benefits not otherwise adequately provided locally.
- (d) The Project gives rise to no pecuniary liability of the County or any incorporated municipality or a charge against the general credit or taxing power of either.
- (e) The purposes to be accomplished by the Project, i.e., economic development, creation of jobs, and addition to the tax base of the County, are proper governmental and public purposes.
- (f) The inducement of the location or expansion of the Project within the County and the State is of paramount importance.
- (g) The benefits of the Project to the public will be greater than the costs to the public.

3. The form, terms, and provisions of the Infrastructure Credit Agreement presented to this meeting are hereby approved, and all of the terms, provisions, and conditions thereof are incorporated herein by reference as if the Infrastructure Credit Agreement were set out in this Ordinance in its entirety. The Chairman of the County Council and County Administrator are

authorized, empowered, and directed to execute, acknowledge, and deliver the Infrastructure Credit Agreement in the name of and on behalf of the County, and thereupon to cause the Infrastructure Credit Agreement to be delivered to the Company. The Infrastructure Credit Agreement is to be in substantially the form now before this meeting and hereby approved, with such changes therein as shall not be materially adverse to the County and as shall be approved by the officials of the County executing the same, upon the advice of Counsel to the County, such official's execution thereof to constitute conclusive evidence of such official's approval of any and all changes or revisions therein from the form of the Infrastructure Credit Agreement now before this meeting.

4. The Chairman of the County Council and County Administrator, for and on behalf of the County, are hereby authorized and directed to do any and all things necessary to effect the execution and delivery of the Infrastructure Credit Agreement and the performance of all obligations of the County under and pursuant to the Infrastructure Credit Agreement.

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.

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.

(Signature Page Follows)

BE IT ORDAINED this \_\_\_\_ day of \_\_\_\_\_, 2014.

**LEXINGTON COUNTY,  
SOUTH CAROLINA**

(SEAL)

Signature: \_\_\_\_\_

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

Title: \_\_\_\_\_

ATTEST:

Signature: \_\_\_\_\_

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

Title: \_\_\_\_\_



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INFRASTRUCTURE CREDIT AGREEMENT

among

LEXINGTON COUNTY, SOUTH CAROLINA;

And

MCQUEEN HOLDINGS, LLC

And

THE MARWIN COMPANY, INC.

Dated as of \_\_\_\_\_, 2014

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## INFRASTRUCTURE CREDIT AGREEMENT

THIS INFRASTRUCTURE CREDIT AGREEMENT, dated as of \_\_\_\_\_, 2014 (the “Agreement”), among LEXINGTON COUNTY, SOUTH CAROLINA (the “County”), a body politic and corporate, and a political subdivision of the State of South Carolina (the “State”); McQueen Holdings, LLC, a South Carolina limited liability corporation, and The Marwin Company, Inc., a South Carolina corporation (collectively, the “Company”).

### WITNESSETH :

**WHEREAS**, the County, acting by and through its County Council (the “County Council”), is authorized by Sections 4-1-175 and 4-29-68 of the Code of Laws of South Carolina, 1976, as amended, to provide special source revenue financing, secured by and payable solely from revenues of the County derived from payments in lieu of taxes pursuant to Article VIII, Section 13 of the South Carolina Constitution (the “Constitution”), for the purpose of defraying the cost of designing, acquiring, constructing, improving, or expanding the infrastructure serving the County or the Project (as defined below) and for improved or unimproved real estate and personal property used in the operation of a commercial enterprise in order to enhance the economic development of the County, and other such purposes as may be described therein; and

**WHEREAS**, the Company is considering the establishment of a manufacturing facility in the County (the “Project”) through the acquisition of real estate and improvements initially located on the property described in Exhibit A attached hereto, renovations to the existing real estate, and the acquisition and installation of personal property thereon (the “Property”); and

**WHEREAS**, the County has agreed to exert its best efforts to ensure that the Property will be located in a multi-county industrial park (the “Park”) for the duration of this Agreement; and

**WHEREAS**, the Property is or will be initially located in a Park with Calhoun County (“Partner County”) pursuant to an Agreement for the Development of a Joint Industrial and Business Park dated December 11, 1995 (the “Park Agreement”); and

**WHEREAS**, pursuant to the provisions of the Park Agreement, the Company is or will be obligated to make or cause to be made payments in lieu of taxes which will be distributed to Partner County and to the County in the total amount equivalent to the ad valorem property taxes that would have been due and payable but for the location of the Property within the Park; and

**WHEREAS**, the County has agreed to provide special source revenue credits (the “SSRCs”), pursuant to the Act (as defined herein), to the Company, to assist the Company in acquiring and constructing certain Infrastructure (as defined herein) for the Project in the County, by means of providing a credit against the payments in lieu of taxes due on the Property, as an inducement for the Project, to further the economic development of the County; and

**WHEREAS**, the County Council has duly authorized execution and delivery of this Agreement by ordinance duly enacted by the County Council in compliance with the terms of the Act.

**NOW, THEREFORE**, in consideration of the respective representations and agreements hereinafter contained, the County and the Company agree as follows:

## ARTICLE I

### DEFINITIONS

The terms defined in this Article I shall for all purposes of this Agreement have the meanings herein specified, unless the context clearly otherwise requires. Except where the context otherwise requires, words importing the singular number shall include the plural number and *vice versa*.

“*Act*” shall mean, collectively, Title 4, Chapter 29 and Title 4, Chapter 1 of the Code of Laws of South Carolina, 1976, as amended, and all future acts amendatory thereof.

“*Agreement*” shall mean this Agreement, as the same may be amended, modified or supplemented in accordance with the terms hereof.

“*Lexington Fee Payments*” shall mean payments in lieu of taxes made to the County with respect to the property in the Park, as required by the Park Agreement.

“*Company*” shall mean the entity listed in the introductory paragraph above, together with its successors and assigns.

“*Cost*” or “*Cost of the Infrastructure*” shall mean the cost of acquiring, by construction and purchase, the Infrastructure and shall be deemed to include, whether incurred prior to or after the date of the Agreement: (a) obligations incurred for labor, materials, and other expenses to builders and materialmen in connection with the acquisition, construction, and installation of the Infrastructure; (b) the cost of construction bonds and of insurance of all kinds that may be required or necessary during the course of construction and installation of the Infrastructure, which is not paid by the contractor or contractors or otherwise provided for; (c) the expenses for test borings, surveys, test and pilot operations, estimates, plans and specifications and preliminary investigations therefor, and for supervising construction, as well as for the performance of all other duties required by or reasonably necessary in connection with the acquisition, construction, and installation of the Infrastructure; and (d) all other costs which shall be required under the terms of any contract for the acquisition, construction, and installation of the Infrastructure.

“*County*” shall mean Lexington County, South Carolina, a body politic and corporate and a political subdivision of the State and its successors and assigns.

“*Event of Default*” shall mean, with reference to this Agreement, any of the occurrences described in Section 5.01 hereof.

“*Infrastructure*” shall mean all portions of the Project which are eligible to constitute qualifying infrastructure under the Act, as the same may be amended from time to time, provided that the Special Source Revenue Credits shall pay first for real property and infrastructure improvements prior to payment for any personal property, notwithstanding any presumptions to the contrary in the Act or otherwise.

“*Ordinance*” shall mean Ordinance No. 14-01 enacted by the County Council on \_\_\_\_\_, 2014, authorizing the execution and delivery of this Agreement.

“*Park Agreement*” shall mean the Agreement for the Development of a Joint Industrial and Business Park dated December 11, 1995, between the County and Partner County, as amended.

“*Park*” shall mean the Joint County Industrial and Business Park established pursuant to the terms of the Park Agreement.

“*Person*” shall mean an individual, a corporation, a partnership, an association, a joint stock company, a trust, any comparable entity, any unincorporated organization, or a government or political subdivision.

“*Special Source Revenue Credits*” shall mean the credits to the Company’s payments in lieu of taxes to reimburse the Company for a portion of the Cost of the Infrastructure in the amounts set forth in Section 3.02 hereof.

## ARTICLE II

### REPRESENTATIONS AND WARRANTIES

SECTION 2.01. Representations by the County. The County makes the following representations and covenants as the basis for the undertakings on its part herein contained:

(a) The County is a body politic and corporate and a political subdivision of the State and is authorized and empowered by the provisions of the Act to enter into the transactions contemplated by this Agreement and to carry out its obligations hereunder. By proper action by the County Council, the County has been duly authorized to execute and deliver this Agreement, and any and all agreements collateral thereto.

(b) The County proposes to reimburse the Company for a portion of the cost of the construction of the Infrastructure for the purpose of promoting the economic development of the County.

(c) The County, to its knowledge, is not in default under any of the provisions of the laws of the State, where any such default would affect the validity or enforceability of this Agreement.

(d) The authorization, execution, and delivery of this Agreement, and the compliance by the County with the provisions hereof, will not, to the County's knowledge, conflict with or constitute a breach of, or a default under, any existing law, court or administrative regulation, decree, order or any provision of the Constitution or laws of the State relating to the establishment of the County or its affairs, or any agreement, mortgage, lease, or other instrument to which the County is subject or by which it is bound.

(e) The execution and delivery of this Agreement, the enactment of the Ordinance, and performance of the transactions contemplated hereby and thereby do not and will not, to the County's knowledge, conflict with, or result in the violation or breach of, or constitute a default or require any consent under, or create any lien, charge or encumbrance under the provisions of (i) the Constitution of the State or any law, rule, or regulation of any governmental authority, (ii) any agreement to which the County is a party, or (iii) any judgment, order, or decree to which the County is a party or by which it is bound. To the County's knowledge, there is no action, suit, proceeding, inquiry, or investigation, at law or in equity, or before or by any court, public body, or public board which is pending or threatened challenging the creation, organization or existence of the County or its governing body or the power of the County to enter into the transactions contemplated hereby or wherein an unfavorable decision, ruling or finding would adversely affect the transactions contemplated hereby or would affect the validity, or adversely affect the enforceability, of this Agreement, or any other agreement or instrument to which the County is a party and which is to be used in connection with or is contemplated by this Agreement, nor to the best knowledge of the County is there any basis therefor.

SECTION 2.02. Representations by the Company. The Company makes the following representations and warranties as the basis for the undertakings on its part herein contained:

(a) The Company is an entity duly organized under the laws of the state of its organization, has power to enter into this Agreement, and by proper Company action has been duly authorized to execute and deliver this Agreement.

(b) This Agreement has been duly executed and delivered by the Company and constitutes the legal, valid, and binding obligation of the Company, enforceable in accordance with its terms except as enforcement thereof may be limited by bankruptcy, insolvency, or similar laws affecting the enforcement of creditors' rights generally.

(c) Neither the execution and delivery of this Agreement, the consummation of the transactions contemplated hereby, nor the fulfillment of or compliance with the terms and conditions of this Agreement, will result in a material breach of any of the terms, conditions, or provisions of any corporate restriction or any agreement or instrument to which the Company is now a party or by which it is bound, or will constitute a default under any of the foregoing, or result in the creation or imposition of any lien, charge, or encumbrance of any nature whatsoever upon any of the property or assets of the Company, other than as may be created or permitted by this Agreement.

(d) The financing of a portion of the cost of the Infrastructure by the County has been instrumental in inducing the Company to acquire and construct the Project and to plan for future investment and growth in the County and the State.

SECTION 2.03. Covenants of County.

(a) The County will use its best efforts to maintain its corporate existence and to maintain, preserve, and renew all of its rights, powers, privileges, and franchises at all times; and it will comply with all valid acts, rules, regulations, orders, and directions of any legislative, executive, administrative, or judicial body applicable to this Agreement.

(b) The County covenants that it will execute and deliver such further instruments and take such further action as may be reasonable and as may be required to carry out the purpose of this Agreement; provided, however, that such instruments or actions shall never create or constitute an indebtedness of the County within the meaning of any State constitutional provision (other than the provisions of Article X, Section 14(10) of the Constitution) or statutory limitation and shall never constitute or give rise to a pecuniary liability of the County or a charge against its general credit or taxing power or pledge the credit or taxing power of the State, or any other political subdivision of the State.

ARTICLE III

SPECIAL SOURCE REVENUE CREDITS

SECTION 3.01. Payment of Costs of Infrastructure. The Company agrees to pay, or cause to be paid, all Costs of the Infrastructure as and when due. The Company intends to complete the acquisition and construction of the Infrastructure pursuant to such plans and specification as are approved by the Company. The plans and specifications for the Infrastructure may be modified from time to time as deemed necessary by the Company.

SECTION 3.02. Special Source Revenue Credits

(a) Pursuant to the Act, the County hereby agrees to provide two (2) annual Special Source Revenue Credits of \$25,000 against the Lexington Fee Payment for a total of \$50,000, commencing in the property tax year in which the first payment in lieu of taxes is due with respect to the Project after it is fully placed in service, which is anticipated to be property tax year 2015. The Company shall notify the County prior to June 30 of the property tax year in which it desires to start the application of the SSRC for that year, which the Company anticipates will be June 30, 2015.

(b) In no case may the cumulative amount of the SSRCs claimed under this Agreement exceed the Company's investment in the Project. THIS AGREEMENT AND THE SPECIAL SOURCE REVENUE CREDITS BECOMING DUE HEREON ARE LIMITED OBLIGATIONS OF THE COUNTY PROVIDED BY THE COUNTY SOLELY FROM THE PAYMENTS IN LIEU OF TAXES DERIVED BY THE COUNTY PURSUANT TO THE PARK AGREEMENT, AND DO NOT AND SHALL NEVER CONSTITUTE AN INDEBTEDNESS OF THE COUNTY

WITHIN THE MEANING OF ANY CONSTITUTIONAL PROVISION (OTHER THAN THE PROVISIONS OF ARTICLE X, SECTION 14(10) OF THE CONSTITUTION) OR STATUTORY LIMITATION AND DO NOT AND SHALL NEVER CONSTITUTE OR GIVE RISE TO A PECUNIARY LIABILITY OF THE COUNTY OR A CHARGE AGAINST ITS GENERAL CREDIT OR TAXING POWER. THE FULL FAITH, CREDIT, AND TAXING POWER OF THE COUNTY ARE NOT PLEDGED FOR THE SPECIAL SOURCE REVENUE CREDITS.

(c) No breach by the County of this Agreement shall result in the imposition of any pecuniary liability upon the County or any charge upon its general credit or against its taxing power. The liability of the County under this Agreement or of any warranty herein included or for any breach or default by the County of any of the foregoing shall be limited solely and exclusively to the SSRCs. The County shall not be required to execute or perform any of its duties, obligations, powers, or covenants hereunder except to the extent of the Lexington Fee Payments.

(d) The Company may, in its sole discretion, allocate the SSRCs among the entities that are parties to this Agreement.

SECTION 3.03. Investment and Job Creation Commitment; Clawback. The Company has agreed to reach an investment level of at least \$3,800,000 in land, building, machinery and equipment, and other capital assets subject to ad valorem taxes or fee in lieu of taxes in the County by December 31, 2018 (the “Threshold Date”), and has furthermore agreed that at least \$2,400,000 of such investment will be in the acquisition and improvement of real estate assets. In addition, the company has agreed to create at least 42 net new full time jobs (as measured by the Company’s payroll in the County) by the Threshold Date. It is expressly agreed between the parties that the Company currently has a base employment of 62 full time jobs (the “Base Employment”), which jobs will transfer from the Company’s existing location to the County, and that the 42 net new full time jobs will be in addition to the Base Employment so that the total number of jobs on the Company’s payroll by the Threshold Date must be 104 jobs in order for the Company to fulfill its obligation to create 42 net new full time jobs.

(a) In the event that the Company (i) fails to reach a capital investment of \$3,800,000 in the County of which at least \$2,400,000 must be in real estate assets such as land and a building (as reflected on the Company’s ad valorem tax or fee in lieu of tax return) on or before the Threshold Date (the “Investment Requirement”) or (ii) fails to create 42 net new, full-time jobs (as reflected in the Company’s monthly payroll) on or before the Threshold Date (the “Job Requirement”) the Company shall be obligated to repay a portion of SSRC’s, calculated as follows:

$$\text{Repayment Amount} = \text{Total SSRC Received} \times \text{Clawback Percentage}$$

$$\text{Clawback Percentage} = 100\% - \text{Overall Achievement Percentage}$$

$$\text{Overall Achievement Percentage} = (\text{Investment Achievement Percentage} + \text{Jobs Achievement Percentage}) / 2$$

$$\text{Investment Achievement Percentage} = \text{Actual Investment Achieved} / \$3,800,000$$

Jobs Achievement Percentage = Full-Time Jobs Created Above Base Employment/ 42

*For example, and by way of example only, if the Company had received \$50,000 in credits and had invested \$4,000,000 and created 35 net new jobs by the Threshold Date, the Repayment Amount would be calculated as follows:*

*Jobs Achievement Percentage = 35/42 = 83%*

*Investment Achievement Percentage = \$4,000,000/\$3,800,000 = 105%*

*Overall Achievement Percentage = (83% + 105%)/2 = 94%*

*Clawback Percentage = 100% - 94% = 6%*

*Repayment Amount = \$50,000 x 6% = \$3,000*

Any amount owing pursuant to Section 3.03 shall be paid within 90 days of the Threshold Date, and any such amount shall be subject to the minimum amount of interest that the Act may require. If an amount under this subsection (a) or (b) below is paid by the Company, such amount shall be reduced from the total amount of SSRC's received by the Company for purposes of calculating any subsequent clawbacks.

(b) The Company may certify to the County achievement of 100% of the Investment Requirement and Job Requirement prior to the end of the Threshold Date. The date of the certification, in form mutually satisfactory to the County and the Company, is the "Certification Date".

From the earlier of the Certification Date or the Threshold Date, the Company shall maintain the Investment Requirement and the Jobs Requirement for a period of three (3) years (the "Maintenance Period"). During the Maintenance Period, the Investment Requirement and the Jobs Requirement shall be measured as of the end of each fiscal year of the Company ("Maintenance Date"), for a total of no more than 3 fiscal year ends. If, on any Maintenance Date, the Company has maintained less than the Investment Requirement or the Jobs Requirement, the Company shall repay within 90 days after the Maintenance Date a pro rata portion of the dollar value of the Infrastructure Credit received by the Company according to the formula in Section 3.03(a) above.

#### ARTICLE IV

##### CONDITIONS TO DELIVERY OF AGREEMENT; TITLE TO INFRASTRUCTURE

SECTION 4.01. Documents to be Provided by County. Prior to or simultaneously with the execution and delivery of this Agreement, the County shall provide to the Company:

(a) A copy of the Ordinance, duly certified by the Clerk of the County Council under its corporate seal to have been duly enacted by the County and to be in full force and effect on the date of such certification; and

(b) Such additional certificates (including certified copies of ordinances, resolutions, or other proceedings adopted by the County), instruments or other documents as the Company may reasonably request.

SECTION 4.02. Transfers of Project. The Company may sell, transfer, lease, convey, or grant the right to occupy and use the Project, in whole or in part, to others. However, no such sale, lease, conveyance, or grant to another, shall obligate the County to provide SSRCs under this Agreement to the purchaser, lessee, assignee, or occupant of the Project, unless the County has consented in writing to such sale, lease, conveyance, or grant. Such consent by the County shall not be necessary, however, if the sale, lease, conveyance, or grant is to an entity that is owned or controlled by, or under common control with, the Company.

SECTION 4.03. Assignment by County. The County shall not attempt to assign, transfer, or convey its obligations to provide SSRCs hereunder to any other Person.

## ARTICLE V

### EVENTS OF DEFAULT; LEGAL PROCEEDINGS; REMEDIES; NON-WAIVER; INDEMNIFICATION

SECTION 5.01. Events of Default. If the County shall fail duly and punctually to perform any covenant, condition, agreement or provision contained in this Agreement on the part of the County to be performed, which failure shall continue for a period of 30 days after written notice by the Company specifying the failure and requesting that it be remedied is given to the County by first-class mail, the County shall be in default under this Agreement (an “Event of Default”). Likewise, if the Company shall fail duly and punctually to perform any covenant, condition, agreement or provision contained in this Agreement on the part of the Company to be performed, which failure shall continue for a period of 30 days after written notice by the County specifying the failure and requesting that it be remedied is given to the Company by first-class mail, the Company shall be in default under this Agreement (likewise an “Event of Default”).

SECTION 5.02. Legal Proceedings. Upon the happening and continuance of any Event of Default, then and in every such case, the Company or the County, as the case may be, in its discretion may:

(a) by mandamus, or other suit, action, or proceeding at law or in equity, enforce all of its rights and require the other party to carry out any agreements with or for its benefit and to perform its or their duties under the Act and this Agreement;

(b) bring suit upon this Agreement; or

(d) by action or suit in equity enjoin any acts or things which may be unlawful or in violation of its rights.

SECTION 5.03. Remedies Not Exclusive. No remedy in this Agreement conferred upon or reserved to the Company is intended to be exclusive of any other remedy or remedies, and each and every such remedy shall be cumulative and shall be in addition to every other remedy given under this Agreement or now or hereafter existing at law or in equity or by statute.

SECTION 5.04. Non-waiver. No delay or omission of the Company or County to exercise any right or power accruing upon any default or Event of Default shall impair any such right or power or shall be construed to be a waiver of any such default or Event of Default, or an acquiescence therein; and every power and remedy given by this Article V to the Company or County may be exercised from time to time and as often as may be deemed expedient.

## ARTICLE VI

### MISCELLANEOUS

SECTION 6.01. Term. The term of this Agreement shall end after the total of all SSRCs has been received by the Company and the Company has met its obligation to invest at least \$3,800,000 and create at least 42 new jobs as provided in Section 3.03 hereof, or has paid the clawback amount in Section 3.03(a) for failure to reach such goals.

SECTION 6.02. Successors and Assigns. All the covenants, stipulations, promises, and agreements in this Agreement contained, by or on behalf of, or for the benefit of, the County, shall bind or inure to the benefit of the successors of the County from time to time and any officer, board, commission, agency, or instrumentality to whom or to which any power or duty of the County, shall be transferred.

SECTION 6.03. Provisions of Agreement for Sole Benefit of County and Company. Except as in this Agreement otherwise specifically provided, nothing in this Agreement expressed or implied is intended or shall be construed to confer upon any Person other than the County and the Company any right, remedy, or claim under or by reason of this Agreement, this Agreement being intended to be for the sole and exclusive benefit of the County and the Company.

SECTION 6.04. Severability. In case any one or more of the provisions of this Agreement shall, for any reason, be held to be illegal or invalid, the illegality or invalidity shall not affect any other provision of this Agreement, and this Agreement and the Credits shall be construed and enforced as if the illegal or invalid provisions had not been contained herein or therein.

SECTION 6.05. No Liability for Personnel of County or Company. No covenant or agreement contained in this Agreement shall be deemed to be the covenant or agreement of any member, agent, or employee of the County or its governing body or the Company or any of its officers, employees, or agents in his individual capacity, and neither the members of the governing body of the County nor any official executing this Agreement shall be liable personally on the

SSRCs or the Agreement or be subject to any personal liability or accountability by reason of the issuance thereof.

SECTION 6.06. Notices. All notices, certificates, requests, or other communications under this Agreement shall be sufficiently given and shall be deemed given, unless otherwise required by this Agreement, when (i) sent by facsimile or (ii) delivered and confirmed by United States first-class registered mail, postage prepaid, addressed as follows:

(a) if to the County: Lexington County, South Carolina  
Attn: Lexington County Administrator  
13 E. Canal Street  
Lexington, SC 29150

(b) if to the Company: McQueen Holdings, LLC  
Attn: President  
PO Box 9126  
Columbia, SC 29290

The Marwin Company, Inc.  
Attn: President  
107 McQueen Street  
West Columbia, SC 29172

and

1703 Atlas Road  
Columbia, SC 29290

with a copy to: Haynsworth Sinkler Boyd, P.A.  
Attn: Edward G. Kluiters  
1201 Main Street, Suite 2200  
Columbia, SC 29201

The County and the Company may, by notice given under this Section 6.06, designate any further or different addresses to which subsequent notices, certificates, requests or other communications shall be sent.

SECTION 6.07. Applicable Law. The laws of the State shall govern the construction of this Agreement, except with respect to any conflict of laws provisions that would refer the governance of this Agreement to the laws of any other jurisdiction.

SECTION 6.08. Counterparts. This Agreement may be executed in any number of counterparts, each of which, when so executed and delivered, shall be an original; but such counterparts shall together constitute but one and the same instrument.

SECTION 6.09. Amendments. This Agreement may be amended only by written agreement of the parties hereto.

SECTION 6.10. Waiver. Either party may waive compliance by the other party with any term or condition of this Agreement only in a writing signed by the waiving party.

IN WITNESS WHEREOF, Lexington County, South Carolina, has caused this Agreement to be executed by the Chairman of its County Council or County Administrator and its corporate seal to be hereunto affixed and attested by the Clerk of its County Council, and the entities listed below have caused this Agreement to be executed by duly authorized representatives, all as of the day and year first above written.

**LEXINGTON COUNTY,  
SOUTH CAROLINA**

(SEAL)

Signature: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

ATTEST:

Signature: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**MCQUEEN HOLDINGS, LLC**

Signature: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**THE MARWIN COMPANY, INC.**

Signature: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

## EXHIBIT A

### LEGAL DESCRIPTION

All that certain piece, parcel or tract of land with any improvements thereon situate, lying and being near the City of Cayce, Lexington County, state of South Carolina containing 42.62 acres and being described to wit:

Beginning at an iron pin on the northern right-of-way of McQueen Street at the end of the public roadway and running S 24-42-32 E for a distance of 180.11' to an iron pin being on the southern r/w of McQueen Street; thence, running along property now or formerly Congaree Creek Land Preservation, LLC S 21-28-51 E for a distance of 700.00'; thence, S 21-28-18 E for a distance of 500.19'; thence, S 21-28-28 E for a distance of 223.13' to an iron pin; thence, turning and running along property (owner unknown) S 54-29-23 W for a distance of 47.97'; thence, S 65-40-52 W for a distance of 111.69' to an iron pin in Congaree Creek; thence, turning and running more or less along the centerline of the Creek N 45-27-36 W for a distance of 80.71'; thence, N 75-50-02 W for 35.77', N 76-51-45 W for 62.53', N 27-32-29 W for 41.78', N 55-58-28 W for 47.20', N 74-39-48 W for 45.49', N 55-09-56 W for 109.04', S 89-48-37 W for 98.75', N 65-25-19 W for 52.88', N 88-36-57 W for 23.85', S 79-35-14 W for 43.18', S 49-09-38 W for 18.00', S 86-18-09 W for 31.65', N 49-00-18 W for 76.88'; thence, continuing in the Creek along property now or formerly M-D Real Estate Holdings – SC Properties S 74-54-10 W for 91.22', S 79-03-45 W for 58.04', S 85-29-18 W for 91.93', N 70-51-18 W for 116.10', S 88-04-55 W for 71.25' to an iron pin; thence, turning and running along a wet weather branch N 04-37-33 E for 132.24', N 00-13-45 W for 101.73', N 13-19-36 W for 73.55', N 78-12-30 W for 54.39', N 19-38-08 W for 96.52', N 07-46-20 E for 100.71', N 51-50-36 E for 52.29', N 03-33-55 E for 50.33', N 03-34-28 W for 87.57', N 36-12-38 W for 79.66', N 01-55-42 E for 34.76', N 13-27-36 W for 143.34', N 05-03-57 W for 84.54', near property now or formerly Lexington County, N 17-12-34 W for 142.15', N 67-11-15 W for 47.10', N 74-47-40 W for 52.53', N 74-48-56 W 151.60', S 72-12-16 W for 45.80', N 47-28-12 W for 65.04', thence, turning and running along property now or formerly Socol Co., Inc. N 46-00-50 E for 40.56', N 46-00-50 E for 670.42'; thence, turning and running N 46-48-21 W for 138.60' to a scribe on concrete on the r/w of Burroughs Ave.; thence turning and running N 43-13-38 E for 50.27'; thence, running along property now or formerly Allied Systems Ltd. N 45-14-08 E for 305.45', thence, N 60-26-29 E for 154.75' to a calculated point; thence, turning and running along property now or formerly John Minchew S 21-33-49 E for 94.41'; thence, S 21-33-49 E for a distance of 822.33' to an iron pin being the point of beginning.

TMS 006896-03-028

TMS 006896-03-037

Plat 161-G-76,77 and 226-162



**DONE, RATIFIED AND ADOPTED this \_\_\_ day of \_\_\_\_\_, 2014.**

**LEXINGTON COUNTY, SOUTH CAROLINA**

By: \_\_\_\_\_  
Johnny W. Jeffcoat, Chairman of  
County Council  
Lexington County, South Carolina

ATTEST:

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

First Reading:  
Second Reading:  
Public Hearing:  
Third Reading:



## EXHIBIT A

All that certain piece, parcel or tract of land with any improvements thereon situate, lying and being near the City of Cayce, Lexington County, state of South Carolina containing 42.62 acres and being described to wit:

Beginning at an iron pin on the northern right-of-way of McQueen Street at the end of the public roadway and running S 24-42-32 E for a distance of 180.11' to an iron pin being on the southern r/w of McQueen Street; thence, running along property now or formerly Congaree Creek Land Preservation, LLC S 21-28-51 E for a distance of 700.00'; thence, S 21-28-18 E for a distance of 500.19'; thence, S 21-28-28 E for a distance of 223.13' to an iron pin; thence, turning and running along property (owner unknown) S 54-29-23 W for a distance of 47.97'; thence, S 65-40-52 W for a distance of 111.69' to an iron pin in Congaree Creek; thence, turning and running more or less along the centerline of the Creek N 45-27-36 W for a distance of 80.71'; thence, N 75-50-02 W for 35.77', N 76-51-45 W for 62.53', N 27-32-29 W for 41.78', N 55-58-28 W for 47.20', N 74-39-48 W for 45.49', N 55-09-56 W for 109.04', S 89-48-37 W for 98.75', N 65-25-19 W for 52.88', N 88-36-57 W for 23.85', S 79-35-14 W for 43.18', S 49-09-38 W for 18.00', S 86-18-09 W for 31.65', N 49-00-18 W for 76.88'; thence, continuing in the Creek along property now or formerly M-D Real Estate Holdings – SC Properties S 74-54-10 W for 91.22', S 79-03-45 W for 58.04', S 85-29-18 W for 91.93', N 70-51-18 W for 116.10', S 88-04-55 W for 71.25' to an iron pin; thence, turning and running along a wet weather branch N 04-37-33 E for 132.24', N 00-13-45 W for 101.73', N 13-19-36 W for 73.55', N 78-12-30 W for 54.39', N 19-38-08 W for 96.52', N 07-46-20 E for 100.71', N 51-50-36 E for 52.29', N 03-33-55 E for 50.33', N 03-34-28 W for 87.57', N 36-12-38 W for 79.66', N 01-55-42 E for 34.76', N 13-27-36 W for 143.34', N 05-03-57 W for 84.54', near property now or formerly Lexington County, N 17-12-34 W for 142.15', N 67-11-15 W for 47.10', N 74-47-40 W for 52.53', N 74-48-56 W 151.60', S 72-12-16 W for 45.80', N 47-28-12 W for 65.04', thence, turning and running along property now or formerly Socol Co., Inc. N 46-00-50 E for 40.56', N 46-00-50 E for 670.42'; thence, turning and running N 46-48-21 W for 138.60' to a scribe on concrete on the r/w of Burroughs Ave.; thence turning and running N 43-13-38 E for 50.27'; thence, running along property now or formerly Allied Systems Ltd. N 45-14-08 E for 305.45', thence, N 60-26-29 E for 154.75' to a calculated point; thence, turning and running along property now or formerly John Minchew S 21-33-49 E for 94.41'; thence, S 21-33-49 E for a distance of 822.33' to an iron pin being the point of beginning.

TMS 006896-03-028

TMS 006896-03-037

Plat 161-G-76,77 and 226-162



**CALHOUN COUNTY,  
SOUTH CAROLINA**

By: \_\_\_\_\_  
David K. Summers, Jr., Chairman of County Council  
Calhoun County, South Carolina

**ATTEST:**

By: \_\_\_\_\_  
Vickie Stoudemire  
Clerk to Calhoun County Council

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TMS 006896-03-028

TMS 006896-03-037

Plat 161-G-76,77 and 226-162



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TMS 006896-03-037

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infrastructure credits for the Project, calculated as set forth in the Infrastructure Credit Agreement; and

**WHEREAS**, it appears that the Infrastructure Credit Agreement, which is now before this meeting, is in appropriate form and is an appropriate instrument to be executed and delivered by the County for the purposes intended.

**NOW, THEREFORE, BE IT ORDAINED** by the County Council of Lexington County, South Carolina, in meeting duly assembled, as follows:

1. In order to promote industry, develop trade, and utilize and employ the manpower, products, and natural resources of the State of South Carolina (the “State”) by assisting the Company to establish a manufacturing facility in the County, the Infrastructure Credit Agreement is hereby authorized, ratified, and approved.

2. It is hereby found, determined, and declared by the County Council, as follows:

- (a) The County’s actions herein will serve the purposes and in all respects conform to the provisions and requirements of the Act.
- (b) The Project and the payments in lieu of taxes set forth herein are beneficial to the County, and the County has evaluated the Project based upon all criteria prescribed by law, including the anticipated dollar amount and nature of the investment to be made and the anticipated costs and benefits to the County.
- (c) The Project is anticipated to benefit the general public welfare of the County by providing services, employment, recreation, or other public benefits not otherwise adequately provided locally.
- (d) The Project gives rise to no pecuniary liability of the County or any incorporated municipality or a charge against the general credit or taxing power of either.
- (e) The purposes to be accomplished by the Project, i.e., economic development, creation of jobs, and addition to the tax base of the County, are proper governmental and public purposes.
- (f) The inducement of the location or expansion of the Project within the County and the State is of paramount importance.
- (g) The benefits of the Project to the public will be greater than the costs to the public.

3. The form, terms, and provisions of the Infrastructure Credit Agreement presented to this meeting are hereby approved, and all of the terms, provisions, and conditions thereof are incorporated herein by reference as if the Infrastructure Credit Agreement were set out in this Ordinance in its entirety. The Chairman of the County Council and County Administrator are

authorized, empowered, and directed to execute, acknowledge, and deliver the Infrastructure Credit Agreement in the name of and on behalf of the County, and thereupon to cause the Infrastructure Credit Agreement to be delivered to the Company. The Infrastructure Credit Agreement is to be in substantially the form now before this meeting and hereby approved, with such changes therein as shall not be materially adverse to the County and as shall be approved by the officials of the County executing the same, upon the advice of Counsel to the County, such official's execution thereof to constitute conclusive evidence of such official's approval of any and all changes or revisions therein from the form of the Infrastructure Credit Agreement now before this meeting.

4. The Chairman of the County Council and County Administrator, for and on behalf of the County, are hereby authorized and directed to do any and all things necessary to effect the execution and delivery of the Infrastructure Credit Agreement and the performance of all obligations of the County under and pursuant to the Infrastructure Credit Agreement.

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.

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.

(Signature Page Follows)

BE IT ORDAINED this \_\_\_\_ day of \_\_\_\_\_, 2014.

**LEXINGTON COUNTY,  
SOUTH CAROLINA**

(SEAL)

Signature: \_\_\_\_\_

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

Title: \_\_\_\_\_

ATTEST:

Signature: \_\_\_\_\_

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

Title: \_\_\_\_\_



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INFRASTRUCTURE CREDIT AGREEMENT

among

LEXINGTON COUNTY, SOUTH CAROLINA;

And

MCQUEEN HOLDINGS, LLC

And

THE MARWIN COMPANY, INC.

Dated as of \_\_\_\_\_, 2014

## INFRASTRUCTURE CREDIT AGREEMENT

THIS INFRASTRUCTURE CREDIT AGREEMENT, dated as of \_\_\_\_\_, 2014 (the "Agreement"), among LEXINGTON COUNTY, SOUTH CAROLINA (the "County"), a body politic and corporate, and a political subdivision of the State of South Carolina (the "State"); McQueen Holdings, LLC, a South Carolina limited liability corporation, and The Marwin Company, Inc., a South Carolina corporation (collectively, the "Company").

### WITNESSETH :

**WHEREAS**, the County, acting by and through its County Council (the "County Council"), is authorized by Sections 4-1-175 and 4-29-68 of the Code of Laws of South Carolina, 1976, as amended, to provide special source revenue financing, secured by and payable solely from revenues of the County derived from payments in lieu of taxes pursuant to Article VIII, Section 13 of the South Carolina Constitution (the "Constitution"), for the purpose of defraying the cost of designing, acquiring, constructing, improving, or expanding the infrastructure serving the County or the Project (as defined below) and for improved or unimproved real estate and personal property used in the operation of a commercial enterprise in order to enhance the economic development of the County, and other such purposes as may be described therein; and

**WHEREAS**, the Company is considering the establishment of a manufacturing facility in the County (the "Project") through the acquisition of real estate and improvements initially located on the property described in Exhibit A attached hereto, renovations to the existing real estate, and the acquisition and installation of personal property thereon (the "Property"); and

**WHEREAS**, the County has agreed to exert its best efforts to ensure that the Property will be located in a multi-county industrial park (the "Park") for the duration of this Agreement; and

**WHEREAS**, the Property is or will be initially located in a Park with Calhoun County ("Partner County") pursuant to an Agreement for the Development of a Joint Industrial and Business Park dated December 11, 1995 (the "Park Agreement"); and

**WHEREAS**, pursuant to the provisions of the Park Agreement, the Company is or will be obligated to make or cause to be made payments in lieu of taxes which will be distributed to Partner County and to the County in the total amount equivalent to the ad valorem property taxes that would have been due and payable but for the location of the Property within the Park; and

**WHEREAS**, the County has agreed to provide special source revenue credits (the "SSRCs"), pursuant to the Act (as defined herein), to the Company, to assist the Company in acquiring and constructing certain Infrastructure (as defined herein) for the Project in the County, by means of providing a credit against the payments in lieu of taxes due on the Property, as an inducement for the Project, to further the economic development of the County; and

**WHEREAS**, the County Council has duly authorized execution and delivery of this Agreement by ordinance duly enacted by the County Council in compliance with the terms of the Act.

**NOW, THEREFORE**, in consideration of the respective representations and agreements hereinafter contained, the County and the Company agree as follows:

## ARTICLE I

### DEFINITIONS

The terms defined in this Article I shall for all purposes of this Agreement have the meanings herein specified, unless the context clearly otherwise requires. Except where the context otherwise requires, words importing the singular number shall include the plural number and *vice versa*.

“*Act*” shall mean, collectively, Title 4, Chapter 29 and Title 4, Chapter 1 of the Code of Laws of South Carolina, 1976, as amended, and all future acts amendatory thereof.

“*Agreement*” shall mean this Agreement, as the same may be amended, modified or supplemented in accordance with the terms hereof.

“*Lexington Fee Payments*” shall mean payments in lieu of taxes made to the County with respect to the property in the Park, as required by the Park Agreement.

“*Company*” shall mean the entity listed in the introductory paragraph above, together with its successors and assigns.

“*Cost*” or “*Cost of the Infrastructure*” shall mean the cost of acquiring, by construction and purchase, the Infrastructure and shall be deemed to include, whether incurred prior to or after the date of the Agreement: (a) obligations incurred for labor, materials, and other expenses to builders and materialmen in connection with the acquisition, construction, and installation of the Infrastructure; (b) the cost of construction bonds and of insurance of all kinds that may be required or necessary during the course of construction and installation of the Infrastructure, which is not paid by the contractor or contractors or otherwise provided for; (c) the expenses for test borings, surveys, test and pilot operations, estimates, plans and specifications and preliminary investigations therefor, and for supervising construction, as well as for the performance of all other duties required by or reasonably necessary in connection with the acquisition, construction, and installation of the Infrastructure; and (d) all other costs which shall be required under the terms of any contract for the acquisition, construction, and installation of the Infrastructure.

“*County*” shall mean Lexington County, South Carolina, a body politic and corporate and a political subdivision of the State and its successors and assigns.

“*Event of Default*” shall mean, with reference to this Agreement, any of the occurrences described in Section 5.01 hereof.

“*Infrastructure*” shall mean all portions of the Project which are eligible to constitute qualifying infrastructure under the Act, as the same may be amended from time to time, provided that the Special Source Revenue Credits shall pay first for real property and infrastructure improvements prior to payment for any personal property, notwithstanding any presumptions to the contrary in the Act or otherwise.

“*Ordinance*” shall mean Ordinance No. 14-01 enacted by the County Council on \_\_\_\_\_, 2014, authorizing the execution and delivery of this Agreement.

“*Park Agreement*” shall mean the Agreement for the Development of a Joint Industrial and Business Park dated December 11, 1995, between the County and Partner County, as amended.

“*Park*” shall mean the Joint County Industrial and Business Park established pursuant to the terms of the Park Agreement.

“*Person*” shall mean an individual, a corporation, a partnership, an association, a joint stock company, a trust, any comparable entity, any unincorporated organization, or a government or political subdivision.

“*Special Source Revenue Credits*” shall mean the credits to the Company’s payments in lieu of taxes to reimburse the Company for a portion of the Cost of the Infrastructure in the amounts set forth in Section 3.02 hereof.

## ARTICLE II

### REPRESENTATIONS AND WARRANTIES

SECTION 2.01. Representations by the County. The County makes the following representations and covenants as the basis for the undertakings on its part herein contained:

(a) The County is a body politic and corporate and a political subdivision of the State and is authorized and empowered by the provisions of the Act to enter into the transactions contemplated by this Agreement and to carry out its obligations hereunder. By proper action by the County Council, the County has been duly authorized to execute and deliver this Agreement, and any and all agreements collateral thereto.

(b) The County proposes to reimburse the Company for a portion of the cost of the construction of the Infrastructure for the purpose of promoting the economic development of the County.

(c) The County, to its knowledge, is not in default under any of the provisions of the laws of the State, where any such default would affect the validity or enforceability of this Agreement.

(d) The authorization, execution, and delivery of this Agreement, and the compliance by the County with the provisions hereof, will not, to the County's knowledge, conflict with or constitute a breach of, or a default under, any existing law, court or administrative regulation, decree, order or any provision of the Constitution or laws of the State relating to the establishment of the County or its affairs, or any agreement, mortgage, lease, or other instrument to which the County is subject or by which it is bound.

(e) The execution and delivery of this Agreement, the enactment of the Ordinance, and performance of the transactions contemplated hereby and thereby do not and will not, to the County's knowledge, conflict with, or result in the violation or breach of, or constitute a default or require any consent under, or create any lien, charge or encumbrance under the provisions of (i) the Constitution of the State or any law, rule, or regulation of any governmental authority, (ii) any agreement to which the County is a party, or (iii) any judgment, order, or decree to which the County is a party or by which it is bound. To the County's knowledge, there is no action, suit, proceeding, inquiry, or investigation, at law or in equity, or before or by any court, public body, or public board which is pending or threatened challenging the creation, organization or existence of the County or its governing body or the power of the County to enter into the transactions contemplated hereby or wherein an unfavorable decision, ruling or finding would adversely affect the transactions contemplated hereby or would affect the validity, or adversely affect the enforceability, of this Agreement, or any other agreement or instrument to which the County is a party and which is to be used in connection with or is contemplated by this Agreement, nor to the best knowledge of the County is there any basis therefor.

SECTION 2.02. Representations by the Company. The Company makes the following representations and warranties as the basis for the undertakings on its part herein contained:

(a) The Company is an entity duly organized under the laws of the state of its organization, has power to enter into this Agreement, and by proper Company action has been duly authorized to execute and deliver this Agreement.

(b) This Agreement has been duly executed and delivered by the Company and constitutes the legal, valid, and binding obligation of the Company, enforceable in accordance with its terms except as enforcement thereof may be limited by bankruptcy, insolvency, or similar laws affecting the enforcement of creditors' rights generally.

(c) Neither the execution and delivery of this Agreement, the consummation of the transactions contemplated hereby, nor the fulfillment of or compliance with the terms and conditions of this Agreement, will result in a material breach of any of the terms, conditions, or provisions of any corporate restriction or any agreement or instrument to which the Company is now a party or by which it is bound, or will constitute a default under any of the foregoing, or result in the creation or imposition of any lien, charge, or encumbrance of any nature whatsoever upon any of the property or assets of the Company, other than as may be created or permitted by this Agreement.

(d) The financing of a portion of the cost of the Infrastructure by the County has been instrumental in inducing the Company to acquire and construct the Project and to plan for future investment and growth in the County and the State.

SECTION 2.03. Covenants of County.

(a) The County will use its best efforts to maintain its corporate existence and to maintain, preserve, and renew all of its rights, powers, privileges, and franchises at all times; and it will comply with all valid acts, rules, regulations, orders, and directions of any legislative, executive, administrative, or judicial body applicable to this Agreement.

(b) The County covenants that it will execute and deliver such further instruments and take such further action as may be reasonable and as may be required to carry out the purpose of this Agreement; provided, however, that such instruments or actions shall never create or constitute an indebtedness of the County within the meaning of any State constitutional provision (other than the provisions of Article X, Section 14(10) of the Constitution) or statutory limitation and shall never constitute or give rise to a pecuniary liability of the County or a charge against its general credit or taxing power or pledge the credit or taxing power of the State, or any other political subdivision of the State.

ARTICLE III

SPECIAL SOURCE REVENUE CREDITS

SECTION 3.01. Payment of Costs of Infrastructure. The Company agrees to pay, or cause to be paid, all Costs of the Infrastructure as and when due. The Company intends to complete the acquisition and construction of the Infrastructure pursuant to such plans and specification as are approved by the Company. The plans and specifications for the Infrastructure may be modified from time to time as deemed necessary by the Company.

SECTION 3.02. Special Source Revenue Credits

(a) Pursuant to the Act, the County hereby agrees to provide two (2) annual Special Source Revenue Credits of \$25,000 against the Lexington Fee Payment for a total of \$50,000, commencing in the property tax year in which the first payment in lieu of taxes is due with respect to the Project after it is fully placed in service, which is anticipated to be property tax year 2015. The Company shall notify the County prior to June 30 of the property tax year in which it desires to start the application of the SSRC for that year, which the Company anticipates will be June 30, 2015.

(b) In no case may the cumulative amount of the SSRCs claimed under this Agreement exceed the Company's investment in the Project. THIS AGREEMENT AND THE SPECIAL SOURCE REVENUE CREDITS BECOMING DUE HEREON ARE LIMITED OBLIGATIONS OF THE COUNTY PROVIDED BY THE COUNTY SOLELY FROM THE PAYMENTS IN LIEU OF TAXES DERIVED BY THE COUNTY PURSUANT TO THE PARK AGREEMENT, AND DO NOT AND SHALL NEVER CONSTITUTE AN INDEBTEDNESS OF THE COUNTY

WITHIN THE MEANING OF ANY CONSTITUTIONAL PROVISION (OTHER THAN THE PROVISIONS OF ARTICLE X, SECTION 14(10) OF THE CONSTITUTION) OR STATUTORY LIMITATION AND DO NOT AND SHALL NEVER CONSTITUTE OR GIVE RISE TO A PECUNIARY LIABILITY OF THE COUNTY OR A CHARGE AGAINST ITS GENERAL CREDIT OR TAXING POWER. THE FULL FAITH, CREDIT, AND TAXING POWER OF THE COUNTY ARE NOT PLEDGED FOR THE SPECIAL SOURCE REVENUE CREDITS.

(c) No breach by the County of this Agreement shall result in the imposition of any pecuniary liability upon the County or any charge upon its general credit or against its taxing power. The liability of the County under this Agreement or of any warranty herein included or for any breach or default by the County of any of the foregoing shall be limited solely and exclusively to the SSRCs. The County shall not be required to execute or perform any of its duties, obligations, powers, or covenants hereunder except to the extent of the Lexington Fee Payments.

(d) The Company may, in its sole discretion, allocate the SSRCs among the entities that are parties to this Agreement.

SECTION 3.03. Investment and Job Creation Commitment; Clawback. The Company has agreed to reach an investment level of at least \$3,800,000 in land, building, machinery and equipment, and other capital assets subject to ad valorem taxes or fee in lieu of taxes in the County by December 31, 2018 (the “Threshold Date”), and has furthermore agreed that at least \$2,400,000 of such investment will be in the acquisition and improvement of real estate assets. In addition, the company has agreed to create at least 42 net new full time jobs (as measured by the Company’s payroll in the County) by the Threshold Date. It is expressly agreed between the parties that the Company currently has a base employment of 62 full time jobs (the “Base Employment”), which jobs will transfer from the Company’s existing location to the County, and that the 42 net new full time jobs will be in addition to the Base Employment so that the total number of jobs on the Company’s payroll by the Threshold Date must be 104 jobs in order for the Company to fulfill its obligation to create 42 net new full time jobs.

(a) In the event that the Company (i) fails to reach a capital investment of \$3,800,000 in the County of which at least \$2,400,000 must be in real estate assets such as land and a building (as reflected on the Company’s ad valorem tax or fee in lieu of tax return) on or before the Threshold Date (the “Investment Requirement”) or (ii) fails to create 42 net new, full-time jobs (as reflected in the Company’s monthly payroll) on or before the Threshold Date (the “Job Requirement”) the Company shall be obligated to repay a portion of SSRC’s, calculated as follows:

$$\text{Repayment Amount} = \text{Total SSRC Received} \times \text{Clawback Percentage}$$

$$\text{Clawback Percentage} = 100\% - \text{Overall Achievement Percentage}$$

$$\text{Overall Achievement Percentage} = (\text{Investment Achievement Percentage} + \text{Jobs Achievement Percentage}) / 2$$

$$\text{Investment Achievement Percentage} = \text{Actual Investment Achieved} / \$3,800,000$$

Jobs Achievement Percentage = Full-Time Jobs Created Above Base Employment/ 42

*For example, and by way of example only, if the Company had received \$50,000 in credits and had invested \$4,000,000 and created 35 net new jobs by the Threshold Date, the Repayment Amount would be calculated as follows:*

*Jobs Achievement Percentage = 35/42 = 83%*

*Investment Achievement Percentage = \$4,000,000/\$3,800,000 = 105%*

*Overall Achievement Percentage = (83% + 105%)/2 = 94%*

*Clawback Percentage = 100% - 94% = 6%*

*Repayment Amount = \$50,000 x 6% = \$3,000*

Any amount owing pursuant to Section 3.03 shall be paid within 90 days of the Threshold Date, and any such amount shall be subject to the minimum amount of interest that the Act may require. If an amount under this subsection (a) or (b) below is paid by the Company, such amount shall be reduced from the total amount of SSRC's received by the Company for purposes of calculating any subsequent clawbacks.

(b) The Company may certify to the County achievement of 100% of the Investment Requirement and Job Requirement prior to the end of the Threshold Date. The date of the certification, in form mutually satisfactory to the County and the Company, is the "Certification Date".

From the earlier of the Certification Date or the Threshold Date, the Company shall maintain the Investment Requirement and the Jobs Requirement for a period of three (3) years (the "Maintenance Period"). During the Maintenance Period, the Investment Requirement and the Jobs Requirement shall be measured as of the end of each fiscal year of the Company ("Maintenance Date"), for a total of no more than 3 fiscal year ends. If, on any Maintenance Date, the Company has maintained less than the Investment Requirement or the Jobs Requirement, the Company shall repay within 90 days after the Maintenance Date a pro rata portion of the dollar value of the Infrastructure Credit received by the Company according to the formula in Section 3.03(a) above.

#### ARTICLE IV

##### CONDITIONS TO DELIVERY OF AGREEMENT; TITLE TO INFRASTRUCTURE

**SECTION 4.01. Documents to be Provided by County.** Prior to or simultaneously with the execution and delivery of this Agreement, the County shall provide to the Company:

(a) A copy of the Ordinance, duly certified by the Clerk of the County Council under its corporate seal to have been duly enacted by the County and to be in full force and effect on the date of such certification; and

(b) Such additional certificates (including certified copies of ordinances, resolutions, or other proceedings adopted by the County), instruments or other documents as the Company may reasonably request.

SECTION 4.02. Transfers of Project. The Company may sell, transfer, lease, convey, or grant the right to occupy and use the Project, in whole or in part, to others. However, no such sale, lease, conveyance, or grant to another, shall obligate the County to provide SSRCs under this Agreement to the purchaser, lessee, assignee, or occupant of the Project, unless the County has consented in writing to such sale, lease, conveyance, or grant. Such consent by the County shall not be necessary, however, if the sale, lease, conveyance, or grant is to an entity that is owned or controlled by, or under common control with, the Company.

SECTION 4.03. Assignment by County. The County shall not attempt to assign, transfer, or convey its obligations to provide SSRCs hereunder to any other Person.

## ARTICLE V

### EVENTS OF DEFAULT; LEGAL PROCEEDINGS; REMEDIES; NON-WAIVER; INDEMNIFICATION

SECTION 5.01. Events of Default. If the County shall fail duly and punctually to perform any covenant, condition, agreement or provision contained in this Agreement on the part of the County to be performed, which failure shall continue for a period of 30 days after written notice by the Company specifying the failure and requesting that it be remedied is given to the County by first-class mail, the County shall be in default under this Agreement (an “Event of Default”). Likewise, if the Company shall fail duly and punctually to perform any covenant, condition, agreement or provision contained in this Agreement on the part of the Company to be performed, which failure shall continue for a period of 30 days after written notice by the County specifying the failure and requesting that it be remedied is given to the Company by first-class mail, the Company shall be in default under this Agreement (likewise an “Event of Default”).

SECTION 5.02. Legal Proceedings. Upon the happening and continuance of any Event of Default, then and in every such case, the Company or the County, as the case may be, in its discretion may:

(a) by mandamus, or other suit, action, or proceeding at law or in equity, enforce all of its rights and require the other party to carry out any agreements with or for its benefit and to perform its or their duties under the Act and this Agreement;

(b) bring suit upon this Agreement; or

(d) by action or suit in equity enjoin any acts or things which may be unlawful or in violation of its rights.

SECTION 5.03. Remedies Not Exclusive. No remedy in this Agreement conferred upon or reserved to the Company is intended to be exclusive of any other remedy or remedies, and each and every such remedy shall be cumulative and shall be in addition to every other remedy given under this Agreement or now or hereafter existing at law or in equity or by statute.

SECTION 5.04. Non-waiver. No delay or omission of the Company or County to exercise any right or power accruing upon any default or Event of Default shall impair any such right or power or shall be construed to be a waiver of any such default or Event of Default, or an acquiescence therein; and every power and remedy given by this Article V to the Company or County may be exercised from time to time and as often as may be deemed expedient.

## ARTICLE VI

### MISCELLANEOUS

SECTION 6.01. Term. The term of this Agreement shall end after the total of all SSRCs has been received by the Company and the Company has met its obligation to invest at least \$3,800,000 and create at least 42 new jobs as provided in Section 3.03 hereof, or has paid the clawback amount in Section 3.03(a) for failure to reach such goals.

SECTION 6.02. Successors and Assigns. All the covenants, stipulations, promises, and agreements in this Agreement contained, by or on behalf of, or for the benefit of, the County, shall bind or inure to the benefit of the successors of the County from time to time and any officer, board, commission, agency, or instrumentality to whom or to which any power or duty of the County, shall be transferred.

SECTION 6.03. Provisions of Agreement for Sole Benefit of County and Company. Except as in this Agreement otherwise specifically provided, nothing in this Agreement expressed or implied is intended or shall be construed to confer upon any Person other than the County and the Company any right, remedy, or claim under or by reason of this Agreement, this Agreement being intended to be for the sole and exclusive benefit of the County and the Company.

SECTION 6.04. Severability. In case any one or more of the provisions of this Agreement shall, for any reason, be held to be illegal or invalid, the illegality or invalidity shall not affect any other provision of this Agreement, and this Agreement and the Credits shall be construed and enforced as if the illegal or invalid provisions had not been contained herein or therein.

SECTION 6.05. No Liability for Personnel of County or Company. No covenant or agreement contained in this Agreement shall be deemed to be the covenant or agreement of any member, agent, or employee of the County or its governing body or the Company or any of its officers, employees, or agents in his individual capacity, and neither the members of the governing body of the County nor any official executing this Agreement shall be liable personally on the

SSRCs or the Agreement or be subject to any personal liability or accountability by reason of the issuance thereof.

SECTION 6.06. Notices. All notices, certificates, requests, or other communications under this Agreement shall be sufficiently given and shall be deemed given, unless otherwise required by this Agreement, when (i) sent by facsimile or (ii) delivered and confirmed by United States first-class registered mail, postage prepaid, addressed as follows:

(a) if to the County: Lexington County, South Carolina  
Attn: Lexington County Administrator  
13 E. Canal Street  
Lexington, SC 29150

(b) if to the Company: McQueen Holdings, LLC  
Attn: President  
PO Box 9126  
Columbia, SC 29290

The Marwin Company, Inc.  
Attn: President  
107 McQueen Street  
West Columbia, SC 29172

and

1703 Atlas Road  
Columbia, SC 29290

with a copy to: Haynsworth Sinkler Boyd, P.A.  
Attn: Edward G. Kluiters  
1201 Main Street, Suite 2200  
Columbia, SC 29201

The County and the Company may, by notice given under this Section 6.06, designate any further or different addresses to which subsequent notices, certificates, requests or other communications shall be sent.

SECTION 6.07. Applicable Law. The laws of the State shall govern the construction of this Agreement, except with respect to any conflict of laws provisions that would refer the governance of this Agreement to the laws of any other jurisdiction.

SECTION 6.08. Counterparts. This Agreement may be executed in any number of counterparts, each of which, when so executed and delivered, shall be an original; but such counterparts shall together constitute but one and the same instrument.

SECTION 6.09. Amendments. This Agreement may be amended only by written agreement of the parties hereto.

SECTION 6.10. Waiver. Either party may waive compliance by the other party with any term or condition of this Agreement only in a writing signed by the waiving party.

IN WITNESS WHEREOF, Lexington County, South Carolina, has caused this Agreement to be executed by the Chairman of its County Council or County Administrator and its corporate seal to be hereunto affixed and attested by the Clerk of its County Council, and the entities listed below have caused this Agreement to be executed by duly authorized representatives, all as of the day and year first above written.

**LEXINGTON COUNTY,  
SOUTH CAROLINA**

(SEAL)

Signature: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

ATTEST:

Signature: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**MCQUEEN HOLDINGS, LLC**

Signature: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**THE MARWIN COMPANY, INC.**

Signature: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

## EXHIBIT A

### LEGAL DESCRIPTION

All that certain piece, parcel or tract of land with any improvements thereon situate, lying and being near the City of Cayce, Lexington County, state of South Carolina containing 42.62 acres and being described to wit:

Beginning at an iron pin on the northern right-of-way of McQueen Street at the end of the public roadway and running S 24-42-32 E for a distance of 180.11' to an iron pin being on the southern r/w of McQueen Street; thence, running along property now or formerly Congaree Creek Land Preservation, LLC S 21-28-51 E for a distance of 700.00'; thence, S 21-28-18 E for a distance of 500.19'; thence, S 21-28-28 E for a distance of 223.13' to an iron pin; thence, turning and running along property (owner unknown) S 54-29-23 W for a distance of 47.97'; thence, S 65-40-52 W for a distance of 111.69' to an iron pin in Congaree Creek; thence, turning and running more or less along the centerline of the Creek N 45-27-36 W for a distance of 80.71'; thence, N 75-50-02 W for 35.77', N 76-51-45 W for 62.53', N 27-32-29 W for 41.78', N 55-58-28 W for 47.20', N 74-39-48 W for 45.49', N 55-09-56 W for 109.04', S 89-48-37 W for 98.75', N 65-25-19 W for 52.88', N 88-36-57 W for 23.85', S 79-35-14 W for 43.18', S 49-09-38 W for 18.00', S 86-18-09 W for 31.65', N 49-00-18 W for 76.88'; thence, continuing in the Creek along property now or formerly M-D Real Estate Holdings – SC Properties S 74-54-10 W for 91.22', S 79-03-45 W for 58.04', S 85-29-18 W for 91.93', N 70-51-18 W for 116.10', S 88-04-55 W for 71.25' to an iron pin; thence, turning and running along a wet weather branch N 04-37-33 E for 132.24', N 00-13-45 W for 101.73', N 13-19-36 W for 73.55', N 78-12-30 W for 54.39', N 19-38-08 W for 96.52', N 07-46-20 E for 100.71', N 51-50-36 E for 52.29', N 03-33-55 E for 50.33', N 03-34-28 W for 87.57', N 36-12-38 W for 79.66', N 01-55-42 E for 34.76', N 13-27-36 W for 143.34', N 05-03-57 W for 84.54', near property now or formerly Lexington County, N 17-12-34 W for 142.15', N 67-11-15 W for 47.10', N 74-47-40 W for 52.53', N 74-48-56 W 151.60', S 72-12-16 W for 45.80', N 47-28-12 W for 65.04', thence, turning and running along property now or formerly Socol Co., Inc. N 46-00-50 E for 40.56', N 46-00-50 E for 670.42'; thence, turning and running N 46-48-21 W for 138.60' to a scribe on concrete on the r/w of Burroughs Ave.; thence turning and running N 43-13-38 E for 50.27'; thence, running along property now or formerly Allied Systems Ltd. N 45-14-08 E for 305.45', thence, N 60-26-29 E for 154.75' to a calculated point; thence, turning and running along property now or formerly John Minchew S 21-33-49 E for 94.41'; thence, S 21-33-49 E for a distance of 822.33' to an iron pin being the point of beginning.

TMS 006896-03-028

TMS 006896-03-037

Plat 161-G-76,77 and 226-162

**ORDINANCE 14-02**  
**AN ORDINANCE ADOPTING A SUPPLEMENTAL APPROPRIATION**  
**TO NOT EXCEED FIVE MILLION, NINE HUNDRED THOUSAND**  
**(\$5,900,000.00) DOLLARS**

Pursuant to the authority granted by the Constitution of the State of South Carolina and General Assembly of the State of South Carolina, be it ordained and enacted by the Lexington County Council as follows:

WHEREAS, since the adoption of the annual budget for the fiscal year 2013-2014, County Council has determined the need to make a supplemental appropriation for real property acquisition, building construction and related expenses for economic development purposes in an amount not to exceed Five Million, Nine Hundred Thousand (\$5,900,000.00) Dollars; and

WHEREAS, these funds were not appropriated in the budget for 2013-2014;

NOW, THEREFORE, be it enacted that the County Council of Lexington County hereby makes a supplemental appropriation in an amount not to exceed Five Million, Nine Hundred Thousand (\$5,900,000.00) Dollars for real property acquisition, building construction, and related expenses for economic development purposes.

Enacted this \_\_\_\_\_ day of \_\_\_\_\_, 2014.

\_\_\_\_\_  
Johnny W. Jeffcoat, Chairman  
Lexington County Council

ATTEST:

\_\_\_\_\_  
Diana Burnett, Clerk

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



**DONE, RATIFIED AND ADOPTED this \_\_\_ day of \_\_\_\_\_, 2014.**

**LEXINGTON COUNTY, SOUTH CAROLINA**

By: \_\_\_\_\_  
Johnny W. Jeffcoat, Chairman of  
County Council  
Lexington County, South Carolina

ATTEST:

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

First Reading:  
Second Reading:  
Public Hearing:  
Third Reading:



## EXHIBIT A

All that certain piece, parcel or tract of land with any improvements thereon situate, lying and being near the City of Cayce, Lexington County, state of South Carolina containing 42.62 acres and being described to wit:

Beginning at an iron pin on the northern right-of-way of McQueen Street at the end of the public roadway and running S 24-42-32 E for a distance of 180.11' to an iron pin being on the southern r/w of McQueen Street; thence, running along property now or formerly Congaree Creek Land Preservation, LLC S 21-28-51 E for a distance of 700.00'; thence, S 21-28-18 E for a distance of 500.19'; thence, S 21-28-28 E for a distance of 223.13' to an iron pin; thence, turning and running along property (owner unknown) S 54-29-23 W for a distance of 47.97'; thence, S 65-40-52 W for a distance of 111.69' to an iron pin in Congaree Creek; thence, turning and running more or less along the centerline of the Creek N 45-27-36 W for a distance of 80.71'; thence, N 75-50-02 W for 35.77', N 76-51-45 W for 62.53', N 27-32-29 W for 41.78', N 55-58-28 W for 47.20', N 74-39-48 W for 45.49', N 55-09-56 W for 109.04', S 89-48-37 W for 98.75', N 65-25-19 W for 52.88', N 88-36-57 W for 23.85', S 79-35-14 W for 43.18', S 49-09-38 W for 18.00', S 86-18-09 W for 31.65', N 49-00-18 W for 76.88'; thence, continuing in the Creek along property now or formerly M-D Real Estate Holdings – SC Properties S 74-54-10 W for 91.22', S 79-03-45 W for 58.04', S 85-29-18 W for 91.93', N 70-51-18 W for 116.10', S 88-04-55 W for 71.25' to an iron pin; thence, turning and running along a wet weather branch N 04-37-33 E for 132.24', N 00-13-45 W for 101.73', N 13-19-36 W for 73.55', N 78-12-30 W for 54.39', N 19-38-08 W for 96.52', N 07-46-20 E for 100.71', N 51-50-36 E for 52.29', N 03-33-55 E for 50.33', N 03-34-28 W for 87.57', N 36-12-38 W for 79.66', N 01-55-42 E for 34.76', N 13-27-36 W for 143.34', N 05-03-57 W for 84.54', near property now or formerly Lexington County, N 17-12-34 W for 142.15', N 67-11-15 W for 47.10', N 74-47-40 W for 52.53', N 74-48-56 W 151.60', S 72-12-16 W for 45.80', N 47-28-12 W for 65.04', thence, turning and running along property now or formerly Socol Co., Inc. N 46-00-50 E for 40.56', N 46-00-50 E for 670.42'; thence, turning and running N 46-48-21 W for 138.60' to a scribe on concrete on the r/w of Burroughs Ave.; thence turning and running N 43-13-38 E for 50.27'; thence, running along property now or formerly Allied Systems Ltd. N 45-14-08 E for 305.45', thence, N 60-26-29 E for 154.75' to a calculated point; thence, turning and running along property now or formerly John Minchew S 21-33-49 E for 94.41'; thence, S 21-33-49 E for a distance of 822.33' to an iron pin being the point of beginning.

TMS 006896-03-028

TMS 006896-03-037

Plat 161-G-76,77 and 226-162



**CALHOUN COUNTY,  
SOUTH CAROLINA**

By: \_\_\_\_\_  
David K. Summers, Jr., Chairman of County Council  
Calhoun County, South Carolina

**ATTEST:**

By: \_\_\_\_\_  
Vickie Stoudemire  
Clerk to Calhoun County Council

## EXHIBIT A

All that certain piece, parcel or tract of land with any improvements thereon situate, lying and being near the City of Cayce, Lexington County, state of South Carolina containing 42.62 acres and being described to wit:

Beginning at an iron pin on the northern right-of-way of McQueen Street at the end of the public roadway and running S 24-42-32 E for a distance of 180.11' to an iron pin being on the southern r/w of McQueen Street; thence, running along property now or formerly Congaree Creek Land Preservation, LLC S 21-28-51 E for a distance of 700.00'; thence, S 21-28-18 E for a distance of 500.19'; thence, S 21-28-28 E for a distance of 223.13' to an iron pin; thence, turning and running along property (owner unknown) S 54-29-23 W for a distance of 47.97'; thence, S 65-40-52 W for a distance of 111.69' to an iron pin in Congaree Creek; thence, turning and running more or less along the centerline of the Creek N 45-27-36 W for a distance of 80.71'; thence, N 75-50-02 W for 35.77', N 76-51-45 W for 62.53', N 27-32-29 W for 41.78', N 55-58-28 W for 47.20', N 74-39-48 W for 45.49', N 55-09-56 W for 109.04', S 89-48-37 W for 98.75', N 65-25-19 W for 52.88', N 88-36-57 W for 23.85', S 79-35-14 W for 43.18', S 49-09-38 W for 18.00', S 86-18-09 W for 31.65', N 49-00-18 W for 76.88'; thence, continuing in the Creek along property now or formerly M-D Real Estate Holdings – SC Properties S 74-54-10 W for 91.22', S 79-03-45 W for 58.04', S 85-29-18 W for 91.93', N 70-51-18 W for 116.10', S 88-04-55 W for 71.25' to an iron pin; thence, turning and running along a wet weather branch N 04-37-33 E for 132.24', N 00-13-45 W for 101.73', N 13-19-36 W for 73.55', N 78-12-30 W for 54.39', N 19-38-08 W for 96.52', N 07-46-20 E for 100.71', N 51-50-36 E for 52.29', N 03-33-55 E for 50.33', N 03-34-28 W for 87.57', N 36-12-38 W for 79.66', N 01-55-42 E for 34.76', N 13-27-36 W for 143.34', N 05-03-57 W for 84.54', near property now or formerly Lexington County, N 17-12-34 W for 142.15', N 67-11-15 W for 47.10', N 74-47-40 W for 52.53', N 74-48-56 W 151.60', S 72-12-16 W for 45.80', N 47-28-12 W for 65.04', thence, turning and running along property now or formerly Socol Co., Inc. N 46-00-50 E for 40.56', N 46-00-50 E for 670.42'; thence, turning and running N 46-48-21 W for 138.60' to a scribe on concrete on the r/w of Burroughs Ave.; thence turning and running N 43-13-38 E for 50.27'; thence, running along property now or formerly Allied Systems Ltd. N 45-14-08 E for 305.45', thence, N 60-26-29 E for 154.75' to a calculated point; thence, turning and running along property now or formerly John Minchew S 21-33-49 E for 94.41'; thence, S 21-33-49 E for a distance of 822.33' to an iron pin being the point of beginning.

TMS 006896-03-028

TMS 006896-03-037

Plat 161-G-76,77 and 226-162



**EXHIBIT A**

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TMS 006896-03-028

TMS 006896-03-037

Plat 161-G-76,77 and 226-162



COUNTY OF LEXINGTON, SOUTH CAROLINA

**Community Development**

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

ZONING TEXT AMENDMENT APPLICATION # **T14-01**

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

ARTICLE 2-APPLICATION OF REGULATIONS

Reason for the request: To revise the regulations pertaining to Communication Towers

Submitted on behalf of:  County Council  Planning Commission

Printed Name: Charles M. Compton Title: Director, Planning & GIS

Signature: \_\_\_\_\_ *signature on file*

01/27/14	Application Received	03/06/14	Newspaper Advertisement
	Planning Commission		

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

02/11/14	First Reading	03/25/14	Public Hearing	Second Reading	Third Reading
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Results: \_\_\_\_\_

**Excerpts from Chapter 1, Schedule of Permitted Uses, and  
Chapter 2, General Requirements,  
of Article 2, Application of Regulations**

**Make the following changes to these two charts:**

**21.31 Chart of Permitted Activities by District**

R1	R2	R3	D	RA	RD	LC	C1	C2	ID	LR	ACTIVITIES
✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	Communication Towers (Limited)
					✓				✓	✓	Communication Towers (Extensive)

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

A	C	L	RL6	RL5	RL4	LL & Max. Limits	ACTIVITIES
✓	✓	✓	✓	✓	✓	✓	Communication Towers (Limited)
✓	✓	✓				✓ .03 FAR	Communication Towers (Extensive)



COUNTY OF LEXINGTON, SOUTH CAROLINA

**Community Development**

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

ZONING TEXT AMENDMENT APPLICATION # **T14-03**

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

ARTICLE 2-APPLICATION OF REGULATIONS

Reason for the request: Coordination of Outdoor Advertising regulations with municipalities

Submitted on behalf of:  County Council  Planning Commission

Printed Name: Charles M. Compton Title: Director, Planning & GIS

Signature: \_\_\_\_\_ *signature on file*

01/27/14	Application Received	03/06/14	Newspaper Advertisement
	Planning Commission		

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

02/11/14	First Reading	03/25/14	Public Hearing	Second Reading	Third Reading
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Results: \_\_\_\_\_

## Excerpt from Chapter 5, Signs, of Article 2, Application of Regulations

### Make the following addition to this section:

#### 26.61 Location

Advertising signs are identified as principal activities in this article and are therefore subject to all other provisions of this Ordinance. They shall be permitted only in the zoning districts where they are allowed, and only where they meet the street access requirements of this Ordinance. Regardless of the street access restrictions, advertising signs are allowed to locate on interstate highways, expressways, and frontage roads (except when classified RL4, RL5, or RL6) where their right-of-way is contiguous to an interstate highway or expressway; these signs, however, must be located within 200 feet of the right-of-way of the interstate or frontage road, if applicable. **Advertising signs will not be allowed to locate in a portion of the County that is at least 75% surrounded by lands under the jurisdiction of a municipality, or on property within 2000 feet of a municipal boundary, if that portion of the municipality prohibits the location of advertising signs.** No advertising sign shall be allowed on Scenic Corridors 1 and 2, as defined in the Lexington County Landscape and Open Space Ordinance, or within 1000 feet of the banks of the Saluda, Congaree, or Edisto Rivers. Advertising signs will also not be allowed on Arterial (A) streets with only two lanes unless the location of the sign meets the following criteria:

- a. There are at least two nonresidential activities on two separate locations in the Intensive Development District within 600 feet of the proposed sign,
- b. The nearest grandfathered residential use in the Intensive Development District is at least 600 feet from the sign, measured to the footprint of the actual residence, and
- c. The nearest non-grandfathered residential use in the Intensive Development District is at least 300 feet from the sign, measured to the footprint of the actual residence.