

**AGENDA
LEXINGTON COUNTY COUNCIL
Committee Meetings**

April 08, 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 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.**

2:45 p.m. - 2:50 p.m. - Justice

- (1) FY 2014 State Criminal Alien Assistance Program (SCAAP) Application (Goal 1) - Sheriff's Department - Col. Allan Paavel A
- (2) Violence Against Women Act (VAWA) Grant Application (Goal 1) - Sheriff's Department - Col. Allan Paavel B
- (3) Old Business/New Business
- (4) Adjournment

2:50 p.m. - 3:15 p.m. - Public Works & Solid Waste Management

- (1) City of Cayce TAP Grant "C" Fund Request (Goal 1) - Public Works - Wrenn Barrett C
- (2) 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; "C" Funds Relating to Municipal and School Enhancement Grants
- (3) Adjournment

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

- (1) Annual Update of the Distribution of the Saxe Gotha Fee-in-Lieu - Finance - Randy Poston, Chief Financial Officer
- (2) Meeting of January 22, 2014 - Special Called Meeting - Approval of Minutes..... D
- (3) Possible Executive Session if Time Permits
- (4) Old Business/New Business
- (5) Adjournment

GOALS

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

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

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**

April 08, 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**

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4:30 P.M. - COUNCIL CHAMBERS

Call to Order/Invocation

Pledge of Allegiance

Chairman's Report

Presentation of Resolution

- (1) April 2014 Fair Housing Month Resolution Presented to Larry Knightner, Director HUD Field Office by Chairman Jeffcoat

Administrator's Report

- (1) Community Development Fair Housing Month Activities (Goal 1) - Community Development - Stephany Snowden, Community Development Grant Division Manager

Employee Recognition - Joe Mergo, County Administrator

Resolution

- (1) 2014 Telecommunicators' Week (Goal 1) E

Appointments

- (1) Boards and Commissions F

Bids/Purchases/RFPs

- (1) HeartStart MRX ALS Monitors - Public Safety-EMS G
- (2) Three (3) Replacement Automated Stretchers (Sole Source) - Public Safety/EMS H
- (3) Bunker and Structural Gear (Term Contract) - Public Safety/Fire Service I
- (4) Wheeled Hydraulic Excavator with Bucket and Mulching Head - Public Works J
- (5) Transfer Station Trash Chute Repair at the Edmund Landfill - Solid Waste Management K

Ordinance(s)

- (1) Ordinance 14-01-Ordinance Authorizing the Execution and Delivery of an Infrastructure Credit Agreement by and Among Lexington County, South Carolina, McQueen Holdings, LLC and the Marwin Company, Inc., and Other Matters Related Thereto-3rd & Final Reading L
- (2) Ordinance 14-02-An Ordinance Adopting a Supplemental Appropriation to Not Exceed Five Million, Nine Hundred Thousand (\$5,900,000.00) Dollars-3rd & Final Reading M
- (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.)-3rd & Final Reading N

Committee Reports

Planning & Administration, D. Summers, Chairman

- (1) Library Services and Technology Act (LSTA) Grant Application..... O

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

- (1) DHEC's Solid Waste Reduction & Recycling Grant Application P
- (2) DHEC's Solid Waste Tire Grant Application Q
- (3) DHEC's Solid Waste Used Oil Grant Application..... R

County Transportation, J. Jeffcoat, Chairman

- (1) Ruth Vista Road Paving Recommendation S

Budget Amendment Resolutions

OLD BUSINESS/NEW BUSINESS

EXECUTIVE SESSION/LEGAL BRIEFING

MATTERS REQUIRING A VOTE AS A RESULT OF EXECUTIVE SESSION

ADJOURNMENT

COUNTY OF LEXINGTON Grant Request Summary Form

Title of Grant: FY 2014 State Criminal Alien Assistance Program (SCAAP)

Fund: 1000 General Fund **Department:** 151300 LE/Jail Operations
No. Title No. Title

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

Type of Grant: **Reimbursement** X **Block** _____

Grant Overview: The State Criminal Alien Assistance Program provides assistance for the housing of alien prisoners for at least four consecutive days in the Lexington County Detention Center.

Past awards: FY 05 - \$27,521, FY 06 - \$37,494, FY 07 - \$38,448, FY 08 - \$34,373, FY 09 - \$64,935, FY 10 - \$53,164, FY 11 - \$40,266, FY 12 - \$43,688 & FY 13 - \$53,522.

Twenty-two percent of the award will go to Justice Benefits, Inc. for their researching, calculating and formatting the data that was submitted with the application. The remainder of the award will go toward covering the jail personnel's salaries & wages.

Grant Period: _____ to _____

Responsible Departmental Grant Personnel: Adam DuBose, Asst. Finance Director

Date Grant Information Released: March 11, 2014

Date Grant Application Due: May 13, 2014

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

Personnel	\$	-			
Operating	\$	-		* Application Amount:	N/A
Capital	\$	-		* Award Amount:	
Total	\$	-			

Local Match Required: Yes No

If Yes, What is the Percentage / Amount: _____

 %

Requirements at the End of this Grant (please explain in detail): The funds received are used to offset the personnel cost of correctional officers that are involved with the housing of criminal aliens.

Dept. Preparer:		
Dept. Approval:		
Finance Approval:	AD	3/28/2014
	<i>Initials</i>	<i>Date</i>

DUBOSE, ADAM

From: owner-bvp-list@ojp.usdoj.gov on behalf of SCAAP [SCAAP@usdoj.gov]
Sent: Tuesday, March 11, 2014 8:34 PM
Subject: State Criminal Alien Assistance Program (SCAAP) FY 2014 Application Announcement
Importance: High

Dear SCAAP Participant,

The Bureau of Justice Assistance (BJA) is pleased to announce the upcoming release date of the FY 2014 State Criminal Alien Assistance (SCAAP) Program and to provide updates to the SCAAP Guidance.

BJA administers SCAAP in conjunction with the Bureau of Immigration and Customs Enforcement (ICE) and Citizenship and Immigration Services, Department of Homeland Security (DHS). SCAAP provides federal payments to states and localities that incurred correctional officer salary costs for incarcerating undocumented criminal aliens.

Opening Date and Deadline

The OJP Grants Management System (GMS) will open on Tuesday, April 1, 2014 to accept the Fiscal Year 2014 SCAAP applications. All applications must be submitted electronically at <https://grants.ojp.usdoj.gov> by 6:00 p.m. (e.d.t.) on **May 13, 2014**. Extensions or exceptions to this deadline cannot be granted. Because of the volume and complexities involved in verification of all submitted inmate data and the fact that BJA transmits this file to DHS immediately after the close of the solicitation, it is not possible for additional applicant data to be reviewed and sent to DHS after the deadline.

How to Apply

Enter your user name and password at the GMS site <https://grants.ojp.usdoj.gov>. Once you have logged in, go to the Funding Opportunities link on the left hand side of the screen. Search for all Bureau of Justice Assistance grants. Locate the SCAAP solicitation after the search is complete and click on the Apply Online button. For assistance with the user name and password, please contact the GMS Helpdesk at 1-888-549-9901, option 3.

Reporting Period

The FY 2014 reporting period for inmate and salary cost data is July 1, 2012 - June 30, 2013.

Salary Costs

Salary cost data must be actual dollar amounts paid for correctional officers salaries during the reporting period. Correctional officer salary costs may include premium pay for specialized service, shift differential pay, and fixed-pay increases for time in service. It may also include overtime required by negotiated contract, statute, or regulation such as union agreements, contractual obligations, and required post staffing minimums. This figure should not include benefits.

FBI Number

The Bureau of Justice Assistance is highly encouraging SCAAP applicants to include the FBI number for each inmate record submitted on the FY 2014 SCAAP application. The FBI number is one of several options that will help ensure that only eligible inmates are entered into the SCAAP application, as the FBI number is automatically assigned to each individual arrested and convicted of a felony or two misdemeanors. Per the SCAAP Program Guidelines, eligible inmates are defined as those who have one felony conviction or two misdemeanor convictions. In addition, the FBI number should help decrease the number of unknown inmate records paid each year with SCAAP funds. Please see the following link to assist recipients that have not collected the FBI number in the past for each state: <http://www.fbi.gov/about-us/cjis/criminal-history-summary-checks/state-identification-bureau-listing>.

Sincerely,

SCAAP Program Team

**COUNTY OF LEXINGTON
VIOLENCE AGAINST WOMEN ACT
Annual Budget
FY - 2014-15 Estimated Revenue**

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
*LE - Violence Against Women Act 2456:								
Revenues:								
457000	Federal Grant Income	69,705	29,908	78,718	78,718	148,149	148,149	
461000	Investment Interest	0	0	0	0	0	0	
801000	Op Trn from General Fund/LE	61,408	78,099	78,099	78,099	49,383	49,383	
** Total Revenue		131,113	108,007	156,817	156,817	197,532	197,532	
***Total Appropriation					203,298	197,532	197,532	
FUND BALANCE								
Beginning of Year					49,782	3,301	3,301	
FUND BALANCE - Projected								
End of Year					3,301	3,301	3,301	

COUNTY OF LEXINGTON
VIOLENCE AGAINST WOMEN ACT
Annual Budget
Fiscal Year - 2014-15

Fund: 2456
Division: Law Enforcement
Organization: 151200 - LE/Operations

Object Expenditure Code Classification		2012-13 Expend	2013-14 Expend (Dec)	2013-14 Amended (Dec)	BUDGET	
					2014-15 Requested	2014-15 Recommend
Personnel						
510100	Salaries & Wages - 2	85,995	46,633	109,686	109,686	109,686
510199	Special Overtime	1,388	608	0	0	0
510200	Overtime	0	100	0	0	0
511112	FICA - Employer's Portion	6,169	3,407	9,539	9,539	9,539
511113	State Retirement - Employer's Portion	4,241	2,527	5,855	5,873	5,873
511114	Police Retirement - Employer's Portion	5,930	3,069	6,722	6,761	6,761
511120	Insurance Fund Contribution - 2	15,600	7,800	19,350	15,600	15,600
511130	Workers Compensation	1,740	875	2,620	2,620	2,620
515600	Clothing Allowance	800	400	800	800	800
519999	Personnel Contingency	0	0	1,000	0	0
* Total Personnel		121,863	65,419	155,572	150,879	150,879
Operating Expenses						
520303	Accounting/Auditing Services	0	0	0	0	0
521000	Office Supplies	621	0	1,706	0	0
521200	Operating Supplies	0	21	2,500	0	0
522200	Small Equipment Repairs & Maintenance	0	0	0	0	0
522300	Vehicle Repairs & Maintenance	134	812	7,803	1,000	1,000
524100	Vehicle Insurance	663	265	992	546	546
524201	General Tort Liability Insurance	798	399	1,518	822	822
524202	Surety Bonds	0	0	0	22	22
525004	WAN Service Charges	480	240	2,593	480	480
525020	Pagers & Cell Phones	893	435	4,027	900	900
525030	800 MHz Radio Service Changes	0	231	3,009	681	681
525031	800 MHz Radio Maintenance Fee	0	0	200	80	80
525041	E-mail Service Charges	162	81	312	162	162
525210	Conference, Meeting & Training Expense	0	0	2,545	2,000	2,000
525230	Subscriptions, Dues & Books	0	30	80	80	80
525240	Personal Mileage Reimbursement	1,394	460	2,914	1,400	1,400
525400	Gas, Fuel and Oil	1,949	1,558	15,412	3,480	3,480
529903	Contingency	0	0	2,115	0	0
* Total Operating		7,094	4,532	47,726	11,653	11,653
** Total Personnel & Operating		128,957	69,951	203,298	162,532	162,532
Capital						
540000	Small Tools & Minor Equipment	0	0	0	0	0
540010	Minor Software	0	0	0	0	0
	All Other Equipment	0	0	0		
	(1) Unmarked SUV w/ Equipment - Repl.				35,000	35,000
** Total Capital		0	0	0	35,000	35,000
*** Total Budget Appropriation		128,957	69,951	203,298	197,532	197,532

SECTION V. - PROGRAM OVERVIEW

Three decisions made by the United States Supreme Court (Washington v. Crawford, Davis v. Washington and Hamon v. Indiana) changed the way in which prosecutors can proceed with domestic violence prosecution, especially when victims do not appear for court. The Lexington County Sheriff's Department began keeping detailed statistics on the specialized criminal domestic violence court (CDVC) in July 2005. At least 80% of victims either do not appear or have reconciled with the offender at the first appearance date. This court date is usually held within six weeks of arrest. These statistics demonstrate the need to proceed with victimless prosecution or to have the ability to demonstrate to a jury why a victim recants testimony at trial. Increasing the level of pre-trial contact with the victims through telephone calls, letters, and, when necessary, home visits is a benefit to the victim, and increases the level of victim participation in the prosecutorial process.

SECTION V. B. – LISTING OF POSITIONS

	<u>Positions</u>	<u>Full Time Equivalent</u>		<u>Total</u>	<u>Grade</u>
		<u>General Fund</u>	<u>Other Fund</u>		
Current Staffing Level:					
Victim's Bill of Rights Fund (141)					
Victim Asst. Officer/Law Enf.	3	0	3	3	13
Victim Assistance Coordinator	2	0	2	2	6
Totals:	5		5	5	

	<u>Positions</u>	<u>Full Time Equivalent</u>		<u>Total</u>	<u>Grade</u>
		<u>General Fund</u>	<u>Other Fund</u>		
LE / Operations (151200)					
VAWA Investigator	1	0	1	1	13
Program Coordinator	1	0	1	1	11
Totals:	2	0	2	2	

SECTION VI. C. - OPERATING LINE ITEM NARRATIVES

522300 - VEHICLE REPAIRS & MAINTENANCE **\$ 1,000**

The amount budgeted is based on first estimated expenditures for the current fiscal year; however, the amount is not less than \$1,000 to cover extraordinary maintenance.

524100 - VEHICLE INSURANCE **\$ 546**

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

524201 - GENERAL TORT LIABILITY INSURANCE **\$ 822**

General tort liability insurance amounts as allocated based on number of personnel. The budget amount is the recommendation of the County's Risk Manager.

524202 - SURETY BOND **\$ 22**

Surety bonds are paid every 3 fiscal years and will not be paid again until fiscal year 2018. The estimated cost is \$12.00 per deputy and \$10.00 per civilian. 226 sworn @ \$12 each and 11 civilians @ \$10 each for a total of \$410.00

525004 - WAN SERVICE CHARGES **\$ 480**

This account is used to pay connection charges for wide area networks. These connections allow all of the satellite offices to communicate with the network server at headquarters.

525020 - PAGERS AND CELL PHONES **\$ 900**

All vital communications cannot occur over the 800 MHz radio system. Therefore, mobile telephones and pagers are required for immediate response when required. The amount budgeted is based on 1 phone @ \$75 per month per phone = \$ 900

525030 - 800 MHz RADIO SERVICE CHARGES **\$ 681**

The 800 MHz radios are required for communication. We have five sites to obtain complete coverage. The amount budgeted does not consider the 16% legislative discount we are currently receiving because we have no guarantee that this will continue next fiscal year.

525031 - 800 MHz RADIO MAINTENANCE CONTRACTS **\$ 80**

The 800 MHz radios are covered under a maintenance contract that covers some repairs that are required due to age and excessive use. Please see the 800 MHz radio detail schedule in the appendixes for cost allocation. The estimated maintenance cost per radio is \$80.

525041 - E-MAIL SERVICE CHARGES **\$ 162**

E-mail service is a vital tool for communication among all individuals not just within Lexington County.

2 users * \$6.75 per month * 12 months = \$162

525210 – CONFERENCE, MEETING & TRAINING EXP. \$ 2,000

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

525230 - SUBSCRIPTIONS, DUES & BOOKS \$ 80

Various subscriptions and memberships are needed as they relate to law enforcement statistics, training, and legal updates. These subscriptions and organizational memberships provide information that assist with the daily management, operations, and industry trends. The amount budgeted is based on the projected expenditures for the current fiscal year.

525240 – PERSONAL MILEAGE REIMBURSEMENT \$ 1,400

This account may be needed in the event an officer must use a personal vehicle for county business. This amount is an estimate because the charges are not consistent.

525400 - GAS, FUEL & OIL \$ 3,480

The budget amount is calculated using the average monthly expenditures for the current fiscal year annualized with an additional 15% increase for the unstable fuel market. The budget amount is prorated equally among all vehicles assigned to the organization. Individual vehicle costs are not calculated due to reassignment of vehicles with different job functions. The reassignment allows for efficient utilization of all fleet vehicles.

SECTION VI. D. - CAPITAL LINE ITEM NARRATIVES

(1) RPL. UNMARKED UTILITY VEHICLE WITH EQUIPMENT \$ 35,000

The requested replacements are in accordance with our capital replacement plan as recommended by the County Fleet Manager. The estimated equipment cost is \$3,550 and the estimated vehicle cost is \$31,450. The total estimated cost is \$35,000.



COUNTY OF LEXINGTON
PUBLIC WORKS DEPARTMENT
ENGINEERING

M E M O R A N D U M

DATE: April 8, 2014
TO: Joe Mergo III, County Administrator
FROM: Wrenn Barrett, P.E., Public Works Director
RE: City of Cayce TAP Grant "C" Fund Request

Attached is a "local match" request from the City of Cayce for an approved Transportation Alternative Program (TAP) Grant. This project consists of constructing sidewalk along state-owned Julius Felder Street for bicycle and pedestrian use. The total estimated project cost is \$189,297, with SCDOT funding an amount not to exceed \$145,000 and Cayce funding the local match portion of the project cost at \$44,297. Cayce is requesting authorization to provide the local match (\$44,297) using "C" Funds.

A Public Works review determined that this project is an eligible expense under the "C" Fund statute. We hereby seek the CTC's approval to fund the Cayce TAP Grant for sidewalks along Julius Felder Street in the amount of \$44,297. The Special Projects "Unclassified" account (#2700-121302-539900) currently has \$207,013 available for funding this project.

Requested Action: To be presented to the Public Works Committee for recommendation to the County Transportation Committee (CTC) for approval at the April 22, 2014 meeting.



CITY OF CAYCE

MAYOR
ELISE PARTIN

MAYOR PRO-TEM
JAMES E. JENKINS

COUNCIL MEMBERS
TARA S. ALMOND
EVA CORLEY
TIMOTHY M. JAMES

CITY MANAGER
REBECCA V. RHODES

ASSISTANT CITY MANAGER
SHAUN M. GREENWOOD

4/3

March 17, 2014

Mr. Joey Derby, C Fund Manager
Public Works Department
County of Lexington
440 Ball Park Road
Lexington, SC 29072

Re: Municipality "C" Fund Request

Dear Mr. Derby:

The City of Cayce is respectfully requesting \$ 44,297 in C Funds from the County of Lexington to construct a sidewalk for pedestrian traffic use on Julius Felder Street. This request is a resolution for the previously unfunded request for stair replacement in Guignard Park. C Funds will be used as match for a SCDOT Transportation Alternatives Program grant. The Julius Felder Sidewalk Project will start at the corner of South Eden Drive where existing sidewalk in front of Taylor Elementary ends. It will continue down Julius Felder Street and end at Hemlock Street where the current sidewalk stops. This will be an ADA compliant sidewalk that provides connectivity for the pedestrians and school children utilizing this route. Currently, pedestrians and bicyclists have to walk and or ride in the street. This proposed addition will make the sidewalk one safe cohesive pathway from South Eden Drive to Frink Street.

Please feel free to contact me with any questions or concerns. We look forward to working with you on this project.

Sincerely,

Rebecca Vance
City Manager
City of Cayce

Pu



September 24, 2013

Ms. Tara Yates
Grants Specialist
City of Cayce
1800 12th Street
Cayce, South Carolina 29033

**RE: Award Notification for the Julius Felder Sidewalk
Transportation Alternatives Project Proposal**

Dear Ms. Yates:

The South Carolina Department of Transportation (SCDOT) is pleased to inform the City of Cayce that the application for the Julius Felder Sidewalk project was approved by SCDOT's Commission on July 9, 2013. As requested, \$145,000 in federal transportation alternatives funds will be made available for the project after the development and complete execution of a participation agreement (contract) between SCDOT and the City of Cayce. Please note any expenses for work incurred by the City prior to the execution of the participation agreement and the receipt of a formal notice to proceed will not be eligible for reimbursement. Work includes any activities associated with the project including, but not limited to, the advertising and hiring of design consultants or construction services.

Since the City of Cayce's application showed SCDOT would provide the administration and management services for the above referenced project, the Midlands Regional Production Engineer assigned to your project will be in contact with the City in the near future in regard to advancing this project.

If you should need additional information or have further questions, please contact me at (803) 737-1952.

Sincerely,

A handwritten signature in blue ink that reads "Cathy P. Rice".

Cathy P. Rice
TAP Coordinator
Local Program Administration

cc: Reginald Simmons, COATS Enhancement Coordinator
ec: Herb Cooper, Local Program Administrator
Randall Young, Midlands Regional Production Engineer
File: LPAO/CPR



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RESOLUTION

THE COUNCIL FOR THE COUNTY OF LEXINGTON, SOUTH CAROLINA, MEETING IN GENERAL SESSION THE 8TH DAY OF APRIL, TWO THOUSAND AND FOURTEEN, ADOPTED THE FOLLOWING:

WHEREAS, the Telecommunicators of Lexington County serve the citizens of our County by responding to calls for law enforcement, fire, and emergency medical services, and by dispatching the appropriate assistance in an expeditious manner; and

WHEREAS, the critical functions performed by professional telecommunicators directly impact the safety, lives and property of the citizens of Lexington County; and

WHEREAS, professional telecommunicators work diligently to improve the emergency response capabilities of the Lexington County communications system through receipt of their National Public Safety Communications Accreditation by the Commission on Accreditation for Law Enforcement Agencies, Inc. (CALEA). Their participation in national level training and certification events through the Association of Public Safety Communications Officials (APCO), and their on-site development and presentation of National Crime Information Computer and APCO certification courses; and

WHEREAS, the citizens of Lexington County receive enhanced medical response through the implementation of a comprehensive Emergency Medical Dispatch program; and

WHEREAS, the Associated Public Safety Communications Officers, Inc., an organization of over 6,000 persons engaged in the design, installation and operation of emergency response communications systems, has set aside the second week in April to recognize telecommunicators and their crucial role they serve in the protection of life and property.

NOW, THEREFORE, BE IT RESOLVED that we, Lexington County Council, do hereby proclaim the week of April 13-19, 2014 as **TELECOMMUNICATORS' WEEK** in Lexington County in conjunction with the nationally observed week, in honor and recognition of our Lexington County Telecommunicators and the vital contributions they make to the safety and well being of our citizens.

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
April 8, 2014**

JIM KINARD

- **Lexington County Health Services Board** - Heather Jackson; term expired 03/10/14; not eligible for reappointment; *see attached nomination form for Robert E. Maddox, Jr.*

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*

BRAD MATTHEWS

- **Museum** - Jim Harward; term expires 11/01/15; resigned effective 3/31/14; *pending qualified board nominee*

TODD CULLUM

- **Assessment Appeals Board** - William Power; term expired 09/21/12; not eligible for reappointment; *pending qualified board nominee*
- **Museum** - Carol Metts; term 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; *pending*



LEXINGTON COUNTY COUNCIL
BOARD/COMMISSION NOMINATION FORM

Lexington Medical Center Board of Directors
(Name of Board/Commission to which you are applying)

Name: Maddox, Jr. Robert E.
(Last) (First) (Middle)

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

Street 1400 Pine Plain Road
City Gaston State SC Zip 29053

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

Telephone: Home (803) 518-4262 Office (803) 568-1000 Mobile (803) 518-4262

E-mail Address: rmaddox@lexington4.net

Are you a permanent resident of Lexington County? Yes 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

If yes, please list the relative's name _____

Voter Registration Number: 1899 547 Driver's License State/Number SC 008115539

Occupation: Associate Superintendent

Employer: Lexington School District Four

Address: 607 East 5th Street City Swansea State SC Zip 29160

Why would you like to serve on this Board/Commission? yes

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

If yes, please give details. _____

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

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

If yes, please explain.
Highest Level of Education: Doctorate

High School Graduate Swansea High GED Equivalent _____

College/University Attended USC, Auburn Univ., SC State Univ.

Degree BS in Biology, M.Ed in education Admin., Ed.D education admin.

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 JM 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 JM 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.

JM Kearney
Witness

Robert E. Madoff
Applicant's Signature

04/03/2014
Date

Submitted by: Jim Kinard
New Appointee or Reappointee: New
Council District Number: #1
Date: 4-8-14

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

MEMORANDUM

(O) 785-8166

(F) 785-2240

DATE: March 28, 2014

TO: Joe G. Mergo, III
County Administrator

THROUGH: Jeffrey A. Hyde
Procurement Manager

FROM: Kay Keisler
Procurement Officer

**SUBJECT: HeartStart MRX ALS Monitors
Public Safety-EMS
Bid Number: B14030-03/18/14K**

Competitive bids were solicited and advertised for three (3) HeartStart MRX ALS Monitors and accessories for Public Safety/EMS. On March 18, 2014, we received two (2) responsive bids (see attached bid tabulation).

The bids were evaluated by David Kerr, Director of Public Safety; Chief T. Brian Hood, EMS; Eric Kehl, Logistics Manager; and Kay Keisler, Procurement Officer. It is our recommendation to award to the lowest responsive bidder Southeastern Emergency Equipment for the total amount, including applicable sales tax, of \$70,901.13.

County funds are appropriated in the following account:

<u>Account Number</u>	<u>Account Description</u>	<u>Account Balance</u>	<u>Requisition Amount</u>
1000-131400-5AE115	Three (3) Cardiac Monitors	\$76,500.00	\$70,901.13

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 April 8, 2014.

copy: Randolph C. Poston, Chief Financial Officer
David Kerr, Director of Public Safety
Chief T. Brian Hood, EMS
Eric Kehl, Logistics Manager

County of Lexington

Bid Tabulation

BID #: B14030-03/18/14K

HEARTSTART MRX ALS MONITORS

Item	Qty	U/M	Description	Southeastern Emergency Equipment		Bound Tree Medical, LLC	
				Unit Total	Total Cost	Unit Total	Total Cost
1	3	EA	HeartStart MRX ALS Monitors with Accessories and Additional Items	\$ 22,087.58	\$ 66,262.74	\$ 28,290.36	\$ 84,871.08
			Taxes		\$ 4,638.39		\$ 5,940.98
			BASE BID TOTAL		\$ 70,901.13		\$ 90,812.06

OPTION:

1	1	EA	Pricing for the Period of July 1, 2014 - December 31, 2014 for Possible Future Purchases of HeartStart MRx ALS Monitors with Accessories and Additional Items	\$ 22,087.58	\$ 22,087.58	\$ 28,290.36	\$ 28,290.36
			Taxes		\$ 1,546.13		\$ 1,980.33
			OPTION TOTAL		\$ 23,633.71		\$ 30,270.69

NOTE: Henry Schein Inc. submitted a "NO BID". They do not offer this product.

Bids Received: March 18, 2014 @ 3:00 PM

Kay Keisler
Procurement Officer

COUNTY OF LEXINGTON

Procurement Services

MEMORANDUM

(O) 785-8166

(F) 785-2240

DATE: March 25, 2014

TO: Joe G. Mergo, III
County Administrator

THROUGH: Jeffrey A. Hyde
Procurement Manager

FROM: Angela M. Seymour
Procurement Officer

SUBJECT: **Three (3) Replacement Automated Stretchers (Sole Source)**
Public Safety/EMS

We received a purchase request from Public Safety/EMS for three (3) replacement automated stretchers. This procurement will be a "sole source" purchase from Stryker Sales as they are the only vendor capable of providing these items within South Carolina.

David Kerr, Director of Public Safety and Chief T. Brian Hood, EMS Director has reviewed and recommended this purchase. The total cost, including applicable sales tax, is \$46,659.21.

Funds are appropriated in the following account:

<u>Account Number</u>	<u>Account Description</u>	<u>Account Balance</u>	<u>Requisition Amount</u>
1000-131400-5AE118	(3) Automated Stretchers	\$46,660.00	\$46,659.21

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 April 8, 2014.

copy: Randy Poston, Director of Finance
David Kerr, Director of Public Safety
Chief T. Brian Hood, EMS Director

COUNTY OF LEXINGTON

Procurement Services

MEMORANDUM

(O) 785-8319

(F) 785-2240

DATE: March 19, 2014

TO: Joe G. Mergo, III
County Administrator

THROUGH: Jeffrey A. Hyde
Procurement Manager

FROM: Angela M. Seymour
Procurement Officer

**SUBJECT: Bunker and Structural Gear - Term Contract
C14019-02/27/14S
Public Safety/Fire Service**

Competitive bids were solicited and advertised for a term contract for bunker and structural gear for Public Safety/Fire Service. The County received three (3) bids on February 27, 2014 (see attached bid tabulation).

The bids were evaluated by Eddie Turner, Public Safety/Fire Service; and Angela M. Seymour, Procurement Officer. It is our recommendation to award this solicitation to the lowest responsive bidder, Safe Industries. The annual cost of this contract is estimated at \$135,140.73, including applicable sales tax.

This term contract will be for a period of one (1) year with the option to extend four (4) additional one (1) year contract periods, if deemed to be in the best interest of the County.

I concur with the above recommendation and further recommend that this bid be placed on County Council's agenda for their next scheduled meeting on April 8, 2014.

copy: Randy Poston, Chief Financial Officer
David Kerr, Director of Public Safety
Chief Brad Cox, Public Safety/Fire Service Coordinator
Eddie Turner, Chief Administration Officer

County of Lexington

Bid Tabulation

BID # : C14019-02/27/14S

BUNKER AND STRUCTURAL GEAR

Item	Qty	U/M	Description	Dana Safety Supply		Safe Industries		Municipal Emergency Services, Inc.	
				Unit Total	Total Cost	Unit Total	Total Cost	Unit Total	Total Cost
1	50	EA	Structure Gear	\$ 2,018.48	\$ 100,924.00	\$ 1,690.00	\$ 84,500.00	\$ 1,860.09	\$ 93,004.50
2	30	EA	Suspenders	\$ 18.48	\$ 554.40	\$ 36.50	\$ 1,095.00	\$ 30.73	\$ 921.90
3	50	EA	Gloves per specifications (Shelby 5280)		No Bid	\$ 57.50	\$ 2,875.00	\$ 55.40	\$ 2,770.00
4	50	EA	Gloves per specifications (Shelby 5228)		No Bid	\$ 68.75	\$ 3,437.50	\$ 60.24	\$ 3,012.00
5	50	EA	Boots		No Bid	\$ 305.00	\$ 15,250.00	\$ 307.19	\$ 15,359.50
6	50	EA	Helmets		No Bid	\$ 299.00	\$ 14,950.00	\$ 237.86	\$ 11,893.00
7	50	EA	Flash Hoods		No Bid	\$ 22.50	\$ 1,125.00	\$ 17.88	\$ 894.00
8	36	EA	ESS Innerzone 2 Goggles		No Bid	\$ 45.00	\$ 1,620.00	\$ 40.85	\$ 1,470.60
9	36	EA	ESS Innerzone 3 Goggles		No Bid	\$ 39.00	\$ 1,404.00	\$ 36.21	\$ 1,303.56
10	1	EA	3" Red/Orange 3M Scotchlite Hanging Letter Patch		No Bid	\$ 43.25	\$ 43.25	\$ 42.00	\$ 42.00
			Subtotal		\$ 101,478.40		\$ 126,299.75		\$ 130,671.06
			Taxes		\$ 7,103.49		\$ 8,840.98		\$ 9,146.97
			Total		\$ 108,581.89		\$ 135,140.73		\$ 139,818.03

****Contract awarded to one vendor.**

Bids Received: February 27, 2014 @ 3:00 PM E.S.T.

Angela M. Seymour
Procurement Officer

COUNTY OF LEXINGTON

Procurement Services

MEMORANDUM

(O) 785-8319

(F) 785-2240

DATE: March 24, 2014

TO: Joe G. Mergo, III
County Administrator

THROUGH: Jeffrey A. Hyde
Procurement Manager

FROM: Angela M. Seymour
Procurement Officer

SUBJECT: **Wheeled Hydraulic Excavator with Bucket and Mulching Head
B14033-03/12/14S
Public Works**

Competitive bids were solicited and advertised for the purchase of a wheeled hydraulic excavator with bucket and mulching heads for Public Works. We received three (3) responsive bids and one (1) non-responsive bid on March 12, 2014 (see attached Bid Tabulation).

The bids were evaluated by Bill Kazmierczak, Fleet Manager; Wrenn Barrett, Director of Public Works; and Angela M. Seymour, Procurement Officer. It is our recommendation to award this purchase of the equipment, accessories, and warranty to the lowest responsive bidder, ASC Construction Equipment USA, Inc., for the total amount including taxes of \$305,588.79.

County funds are appropriated in the following account:

<u>Account Number</u>	<u>Account Description</u>	<u>Account Balance</u>	<u>Requisition Amount</u>
1000-121300-5AE529	(1) Rubber Tire Excavator/ Mower	\$315,000.00	\$305,588.79

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 April 8, 2014.

copy: Randolph Poston, Chief Financial Officer
Wrenn Barrett, Director of Public Works
Bill Kazmierczak, Fleet Manager

County of Lexington

Bid Tabulation

BID # : B14033-03/12/14S

Wheeled Hydraulic Excavator with Bucket and Mulching Heads

Item	Qty	U/M	Description	**H & E Equipment		Joel Reynolds (Blanchard Machinery Co.)		ASC Construction Equipment USA, Inc.		Flint Equipment Company	
				Unit Total	Total Cost	Unit Total	Total Cost	Unit Total	Total Cost	Unit Total	Total Cost
1	1	EA	Excavator with Promac 48FH and Bucket	\$ 207,836.80	\$ 207,836.80	\$ 222,630.00	\$ 222,630.00	\$ 222,975.00	\$ 222,975.00	\$ 295,996.00	\$ 295,996.00

Options

1	1	EA	Rotating Head Upgrade		No Award		No Award		No Award		No Award
2	1	EA	Upgrade		No Award		No Award		No Award		No Award
3	1	EA	Two Piece Boom with Rotating Head Upgrade		No Award		No Award		No Award		No Award
4	2	EA	Additional Promac 48H Mulching Head	\$ 32,426.35	\$ 64,852.70	\$ 29,518.00	\$ 59,036.00	\$ 28,975.00	\$ 57,950.00	\$ 27,980.00	\$ 55,960.00
5	1	LT	7 year / 7,000 hour Power Train and Hydraulics Warranty	N/A	N/A	\$ 5,079.00	\$ 5,079.00	\$ 4,672.00	\$ 4,672.00	\$ 8,327.00	\$ 8,327.00
6	1	EA	Diagnostic Software and Equipment	N/A	N/A	\$ 1,814.00	\$ 1,814.00	Included	Included	\$0.00	\$0.00
			TOTAL (Base Bid Plus Options)		\$ 272,689.50		\$ 288,559.00		\$ 285,597.00		\$ 360,283.00
			Tax		\$ 19,088.27		\$ 20,199.13		\$ 19,991.79		\$ 25,219.81
			Grand Total		\$ 291,777.77		\$ 308,758.13		\$ 305,588.79		\$ 385,502.81

NOTE: Hills Machinery Company submitted a "No Bid".

****H & E Equipment was deemed non-responsive as they did not submit an original bid bond as required by the solicitation.**

Bids Received: March 12, 2014 @ 3:00 PM E.S.T.

Angela M Seymour
Procurement Officer

COUNTY OF LEXINGTON

Procurement Services

MEMORANDUM

(O) 785-8166

(F) 785-2240

DATE: March 28, 2014

TO: Joe G. Mergo, III
County Administrator

THROUGH: Jeffrey A. Hyde
Procurement Manager

FROM: Kay Keisler
Procurement Officer

SUBJECT: **Transfer Station Trash Chute Repair at the Edmund Landfill**
Solid Waste Management
Bid Number: B14031-03/12/14K

Competitive bids were solicited and advertised for the repair of the Transfer Station trash chute at the Edmund Landfill. A pre-bid meeting was held on February 26, 2014 and two (2) potential bidders were in attendance. On March 12, 2014, we received two (2) responsive bids (see attached bid tabulation).

The bids were evaluated by Kyle M. Clampitt, P.E., Senior Project Manager, Alliance Consulting Engineers; Dave Eger, Director, Solid Waste Management; and Kay Keisler, Procurement Officer. It is our recommendation to award the base bid to the lowest responsive bidder Core Construction Company Inc. for the total amount of \$38,810.00.

County funds are appropriated in the following account:

<u>Account Number</u>	<u>Account Description</u>	<u>Account Balance</u>	<u>Requisition Amount</u>
5700-121206-5AE261	Trash Chute Reconstruction	\$90,000.00	\$38,810.00

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 April 8, 2014.

copy: Randolph C. Poston, Chief Financial Officer
Kyle M. Clampitt, P.E., Senior Project Manager, Alliance Consulting Engineers
Dave Eger, Director, Solid Waste Management

County of Lexington

Bid Tabulation

BID # : B14031-03/12/14K

TRANSFER STATION TRASH CHUTE REPAIR AT THE EDMUND LANDFILL

				Hutchins, Hutchins, Smith LLC	Core Construction Co. Inc.
Item	Qty	U/M	Description	Total Cost	Total Cost
1	1	JOB	Repair of existing column supports, removal and replacement of floor supports, and the removal and replacement of trash barriers along the base of the support columns in accordance with specifications, conditions, and provisions as applicable to this solicitation.	\$ 77,000.00	\$ 38,810.00
TOTAL BASE BID				\$ 77,000.00	\$ 38,810.00

OPTION (UNIT COST):

1	1	LF	Provide a unit price per linear foot for the replacement of damaged materials.	\$ -	\$ 449.00
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Bids Received: March 12, 2014 @ 2:00 PM E.S.T.

Kay Keisler
Procurement Officer

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: _____

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:

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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 006896-03-028

TMS 006896-03-037

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



COMMITTEE REPORT

RE: Library Services and Technology Act (LSTA) Grant Application

DATE: March 27, 2014

COMMITTEE: Planning & Administration

MAJORITY REPORT: Yes

The Planning & Administration Committee convened on Tuesday, March 25, 2014 to review the Library Services and Technology Act (LSTA) Grant application.

Ms. Bedenbaugh, Library Services Director, presented a request to apply for the Library Services and Technology Act (LSTA) Tuition Reimbursement Grant available through the South Carolina State Library. The total grant application amount is for \$1,823 and requires a 34 percent in-kind match of \$939. The employee will be responsible for the in-kind match as well as any out-of-pocket expenses. If approved, Library employee Ms. Amanda Brown would be reimbursed for 66 percent of her overall semester course.

The Planning & Administration Committee voted unanimously to recommend full Council approve staff's request to apply for the grant.



COMMITTEE REPORT

RE: DHEC's Solid Waste Reduction & Recycling Grant Application

DATE: March 27, 2014

COMMITTEE: Public Works & Solid Waste Management

MAJORITY REPORT: Yes

The Public Works/Solid Waste Management Committee convened on Tuesday, March 25, 2014 to review the South Carolina Department of Health and Environmental Control's Solid Waste Reduction & Recycling Grant application.

Mr. Dave Eger, Solid Waste Management Director, presented a request to apply for DHEC's Solid Waste Reduction & Recycling Grant. The total grant amount is for \$10,000 with no County match required. If approved, the funds will be used to purchase six gallon indoor recycling bins for use by County residents utilizing the 11 Collections and Recycling Centers.

The Public Works/Solid Waste Committee voted unanimously in favor to recommend full Council approve staff's request to apply for the grant.



COMMITTEE REPORT

RE: DHEC's Solid Waste Tire Grant Application

DATE: March 27, 2014

COMMITTEE: Public Works & Solid Waste Management

MAJORITY REPORT: Yes

The Public Works/Solid Waste Management Committee convened on Tuesday, March 25, 2014 to review the South Carolina Department of Health and Environmental Control's Solid Waste Tire Grant application.

Mr. Dave Eger, Solid Waste Management Director, presented a request to apply for DHEC's Solid Waste Tire Grant. The grant amount is for \$3,750 with no County match required. If approved, the funds will be used to promote proper tire disposal, recycling, and staff development.

The Public Works/Solid Waste Committee voted unanimously in favor to recommend full Council approve staff's request to apply for the grant.



COMMITTEE REPORT

RE: DHEC's Solid Waste Used Oil Grant Application

DATE: March 27, 2014

COMMITTEE: Public Works & Solid Waste Management

MAJORITY REPORT: Yes

The Public Works/Solid Waste Management Committee convened on Tuesday, March 25, 2014 to review the South Carolina Department of Health and Environmental Control's Solid Waste Used Oil Grant application.

Mr. Dave Eger, Solid Waste Management Director, presented a request to apply for DHEC's Solid Waste Used Oil Grant. The grant amount is for \$16,850 with no County match required. If approved, the funds will be used for spill containment platforms, operational supplies such as oil bottle bags and oil dri, maintenance on oil collections equipment, educational supplies, and staff development.

The Public Works/Solid Waste Committee voted unanimously in favor to recommend full Council approve staff's request to apply for the grant.



COMMITTEE REPORT

RE: Ruth Vista Road Paving Recommendation

DATE: March 27, 2014

COMMITTEE: Public Works & Solid Waste Management

MAJORITY REPORT: Yes

The Public Works/Solid Waste Management Committee convened on Tuesday, March 25, 2014 to review staff recommendations for paving Ruth Vista Road.

Mr. Wrenn Barrett, Public Works' Director, presented four alternative options for paving Ruth Vista Road ranked number 11 on the C-Fund Paving list. He reported public hearings were held on December 5, 2013 and February 6, 2014 with the property owners, however, staff was unable to obtain 100 percent consensus to pave Ruth Vista Road. The following options were recommended:

Option #1) Remove Ruth Vista Road from the petition list due to the absence of 100% consensus to give necessary right-of-way.

Option #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.

Option #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).

Option #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.

The Public Works/Solid Waste Committee voted unanimously in favor to recommend to the County Transportation Committee (CTC) to approve staff's recommendations as outlined under option number four.