

AGENDA
LEXINGTON COUNTY COUNCIL

Committee Meetings

Tuesday, July 27, 2004

Second Floor County Administration Building

212 South Lake Drive, Lexington, SC 29072

Telephone 803 359 8103 FAX 803 359 8101

2 00 p m 2 30 p m Public Works

- (1) Legal Closing of Edgehill Court Public Works John Fechtel Director
- (2) Partial Road Closing Christie Street Public Works John Fechtel Director
- (3) Partial Road Closing Clover Road Public Works John Fechtel Director
- (4) SCDOT C Fund Requests Public Works John Fechtel Director
 - (a) 4th Infantry Division Interchange Interchange of US Hwy 1 and I 26
 - (b) Myers Way Road Connecting Hwy 1 to Hwy 6
 - (c) Senator F Beasley Smith Interchange Interchange on I 20 at Exit 44
- (5) Old Business/New Business
- (6) Adjournment

A
B
C
D

2 30 p m 2 50 p m Economic Development

- (1) Community & Economic Development Tammy Coghill Director
 - (a) Project Troy
 - (b) Existing Industry Request
- (2) Old Business/New Business
- (3) Adjournment

2 50 p m 3 35 p m Airport

- (1) Pelion Corporate Airport Community & Economic Development
Tammy Coghill Director
 - (a) On site Airport Management
 - (b) Leases
 - (c) Terminal Building Repairs
- (2) Old Business/New Business
- (3) Adjournment

E
F
G

3 35 p m 3 45 p m Health & Human Services

- (1) Update of Personnel Reorganization Public Safety/Communications Chief Tim James
Director of Public Safety and Homeland Security
- (2) Old Business/New Business
- (3) Adjournment

H

3 45 p m 4 15 p m Committee of the Whole

- (1) Staff Update on Classification and Compensation Finance Larry Porth Director
- (2) Update on Homeland Security Chief Tim James Director of Public Safety and Homeland Security
- (3) Automatic Mutual Aid of Ambulatory Care Chief Tim James Director of Public Safety and Homeland Security
- (4) Old Business/New Business
- (5) Adjournment

Public Works

B Derrick Chairman
J Owens V Chairman
J Wilkerson
T Cullum
B Keisler
S Davis

Economic Development

J Jeffcoat Chairman
B Rucker V Chairman
B Derrick
J Carrigg Jr
T Cullum
S Davis

Airport

B Rucker Chairman
T Cullum V Chairman
B Derrick
J Carrigg
S Davis

Health & Human Services

J Wilkerson Chairman
J Jeffcoat V Chairman
J Owens
T Cullum
S Davis

Committee of the Whole

S Davis Chairman
B Derrick V Chairman
B Rucker
J Wilkerson
B Keisler
J Jeffcoat
J Carrigg
J Owens
T Cullum

A G E N D A
LEXINGTON COUNTY COUNCIL
Tuesday, July 27, 2004
Second Floor Council Chambers County Administration Building
212 South Lake Drive, Lexington, South Carolina 29072
Telephone 803 359 8103 FAX 803 359 8101

4 30 P M COUNCIL CHAMBERS

Call to Order/Invocation
Pledge of Allegiance

Employee Recognition Art Brooks, County Administrator

Presentation of Resolution Kids Kamp Presented by Councilman Bobby Keisler

Resolution Palmetto Health Hospice

I

Appointments

(1) Midlands Workforce Development Board

J
K

Committee Reports

Planning & Administration, B Rucker, Chairman

(1) Ordinance 04 03 Amending the Lexington County Landscape Ordinance 2^d Reading
Planning & GIS

L

Public Works, B Derrick, Chairman

(1) Equipment and Conveyor Tunnel Beckman Road Public Works

M

(2) Legal Closing of Edgehill Court Public Works (Tab A)

(3) Partial Road Closing Christie Street Public Works (Tab B)

(4) Partial Road Closing Clover Road Public Works (Tab C)

(5) SCDOT C Fund Requests Public Works (Tab D)

(a) 4th Infantry Division Interchange Interchange of US Hwy 1 and I 26

(b) Myers Way Road Connecting Hwy 1 to Hwy 6

(c) Senator F Beasley Smith Interchange Interchange on I 20 at Exit 44

Health & Human Services, J Wilkerson, Chairman

- (1) Update of Personnel Reorganization Public Safety/Communications (Tab H)

Space Utilization Committee, J Jeffcoat, Chairman

- (1) Renovations Administration

Bids/Purchases/RFPs

- (1) Administration Building Renovations Administration
(2) Request for Approval to Utilize Request for Proposals Process for Professional Services
Community & Economic Development
(3) Computer Servers Information Services
(4) Function Two Computer Hardware Monitors Laptops and Printer Purchase
Information Services
(5) Network Router/Port Upgrades Library/Information Services
(6) Voice Mail System for Cayce West Columbia Branch Library Sole Source Procurement
Library
(7) Motorola Upgrade of Radio Equipment Public Safety/Communications
(8) Wireless Phase II Equipment Public Safety/Communications
(9) Motorola Minitor IV Pagers and Accessories Public Safety/Fire Service
(10) Beckman Road Tunnel C Funds Public Works
(11) Motorola Replacement Batteries Sheriff's Department

Chairman's Report

Administrator's Report

Budget Amendment Resolutions

- Approval of Minutes** Meetings of June 15 June 21 (6 00 p m and 7 30 p m) and June 29
2004 (6 00 p m and 6 15 p m)

- Approval of FY 2004 05 Budget Worksession Minutes** Meeting of June 14 2004

Zoning Amendments

- (1) Zoning Map Amendment M04 03 234 St Andrews Road Announcement of 1st Reading

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V

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Ordinances

- (1) Isle of Pines Special Tax District Eric Shytle and Margaret Pope Attorneys
Haynsworth Sinkler
- (a) Ordinance 04 06 An Ordinance to Establish and Create a Special Tax District Within
Lexington County South Carolina to be Known as Isle of Pines Special Tax District
Not to Exceed \$400 000 Eric Shytle and Margaret Pope Attorneys Haynsworth
Sinkler Boyd P A 2^d Reading 3
- (b) Adoption of Resolution Authorizing an Intergovernmental Service Agreement
With the Town of Chapin to Operate the Isle of Pines Water and Sewer Systems 4

6 00 P M Public Hearings

- (1) Ordinance 04 02 An Ordinance Approving the Conveyance of Real Estate From the
County of Lexington to the Lexington County Recreation and Aging Commission 5
- (2) Ordinance 04 06 An Ordinance to Establish and Create a Special Tax District Within
Lexington County South Carolina to be Known as Isle of Pines Special Tax District
Not to Exceed \$400 000 (Tab 3)

OLD BUSINESS/NEW BUSINESS

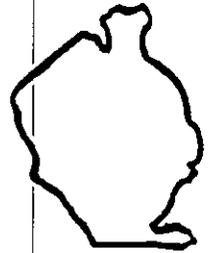
EXECUTIVE SESSION/LEGAL BRIEFING

MATTERS REQUIRING A VOTE AS A RESULT OF EXECUTIVE SESSION

ADJOURNMENT



COUNTY OF LEXINGTON
PUBLIC WORKS DEPARTMENT
ENGINEERING



MEMORANDUM

DATE July 15 2004
TO Art Brooks County Administrator
FROM John Fechtel Public Works Director *JF*
RE Legal Closing of Edgehill Court

Attached is a map with inset showing Edgehill Court a County maintained dirt road that is approximately 4 500 feet long The two adjoining property owners Ms Brenda A Smith and Robert L Areheart own all of the properties along this road Attached is a letter from them requesting us to legally close this road

It is my recommendation that County Council approve this request and forward it to the County attorney We will post this road for 30 days and will notify Council of any objections As per our policy if there are any objections we will stop the process

Please have Council address at the next meeting

Mr John Fechtel
Director
Department of Public Works
Lexington County SC
440 Ball Park Road
Lexington SC 29072



June 24 2004

To Whom it May Concern

We the undersigned are the property owners over which the county maintained dirt road known as Edgihill Court exists The centerline of Edgihill Court is the same as the common boundary between our properties Edgihill Court is not adjacent to any other privately owned properties other than ours

Please accept this letter as our common request for Lexington County to legally close Edgihill Court

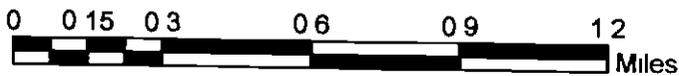
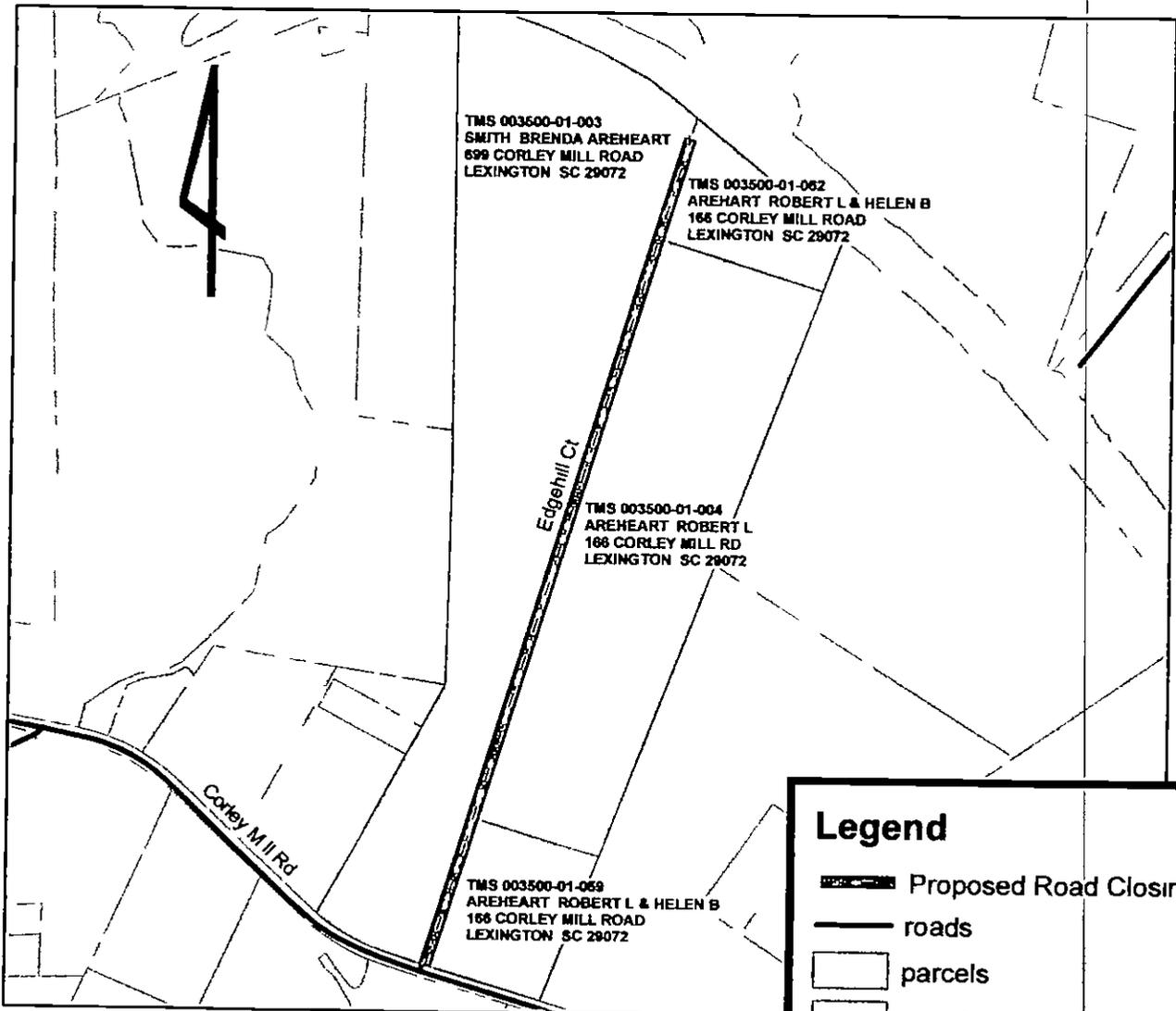
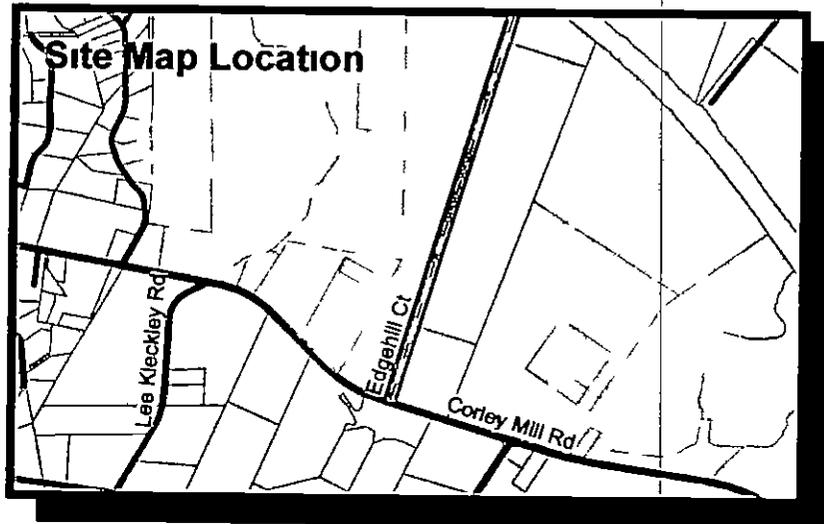
Sincerely

Brenda A Smith owner
TMS 003500 01 003

Robert L Areheart owner
TMS 003500 01 059
TMS 003500 01 004
TMS 003500 01 062

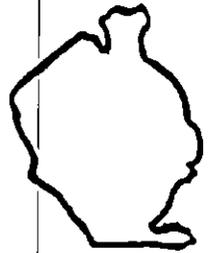
Proposed Road Closing Council District 3

Approximately 4500ft
of Edgehill Ct will
be closed





COUNTY OF LEXINGTON
PUBLIC WORKS DEPARTMENT
ENGINEERING



MEMORANDUM

DATE July 15 2004
TO Art Brooks County Administrator
FROM John Fachtel Public Works Director
Asst County Administrator 
RE Partial Road Closing – Christie Street

We have had a request from five property owners to close a portion of a County maintained dirt road – Christie Street. The total length of the road is 1769 feet. The portion requested to be closed is approximately 815 feet.

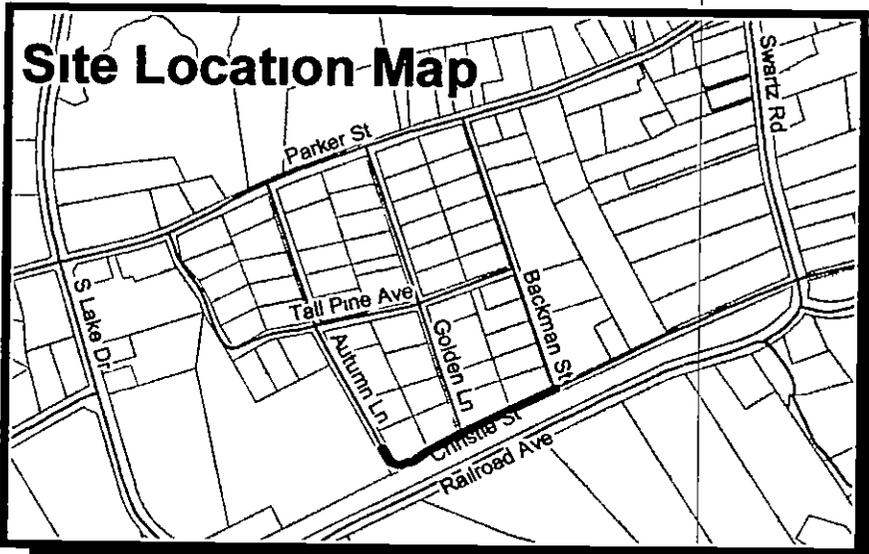
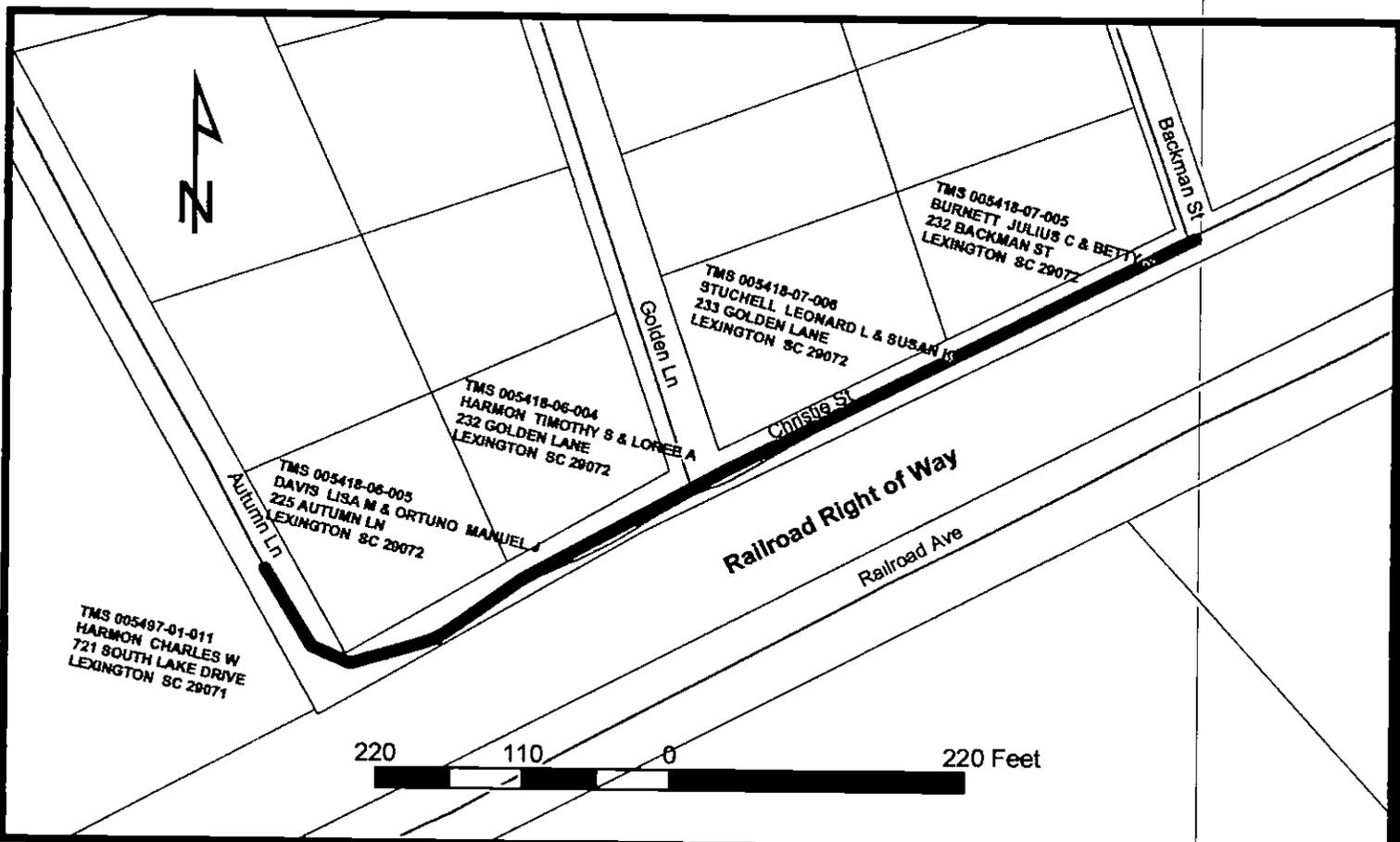
Please present this request to County Council for their approval. We will post the road with the proposed closing for 30 days. If we do not receive a negative response we will proceed with the closing.

The road is in Council District 3.

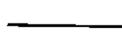
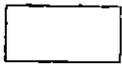
Attachment

Proposed Closing of Christie St Council District 4

Approximately 815ft of Christie St will be closed

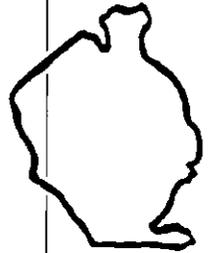


Legend

-  Proposed Closing
-  roads
-  parcels



COUNTY OF LEXINGTON
PUBLIC WORKS DEPARTMENT
ENGINEERING



MEMORANDUM

DATE July 16 2004
TO Art Brooks, County Administrator
FROM John J Fechtel Director of Public Works 
RE Partial Road Closing – Clover Road

Clover Road is a county maintained road approximately 9 310 feet in length with about 2 480 feet adjacent to or going through County property (Batesburg/Leesville Lexington County Industrial Site) Staff recommends this partial closing for several reasons First a major portion of this road is totally within railroad right of way Secondly a portion of the road effectively cuts off a corner of the property Thirdly the railroad crossing at Broad and Windmill roads where Clover ties into has been the scene of several vehicle/train collisions partly due to the hump in the road for the railroad track

As shown on the map if this section of road is closed we will construct a cul de sac just onto our property and vehicles can use Elite Drive to get to Batesburg/Leesville We have already posted the road for 30 days and have not received any objections

Please present this request to County Council for their consideration

IJF/sd

Proposed Closing of Clover road

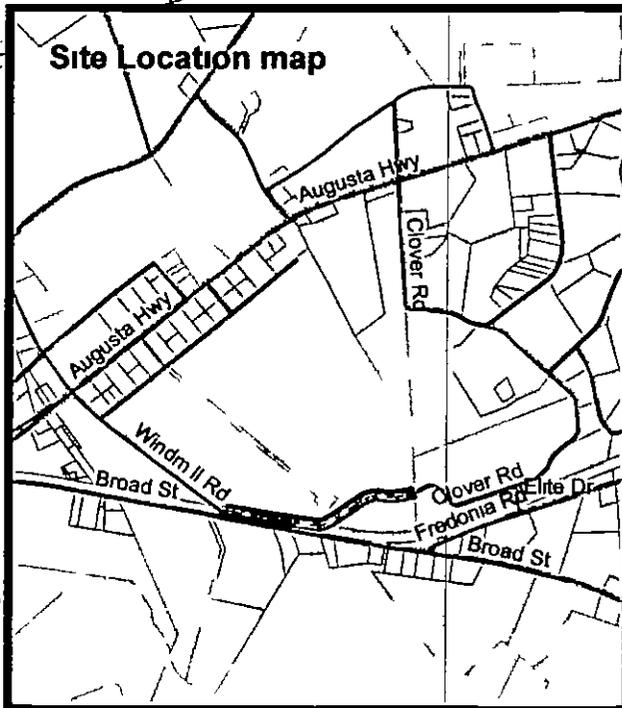
Council District 2

Approximately 2480ft of Clover will be closed

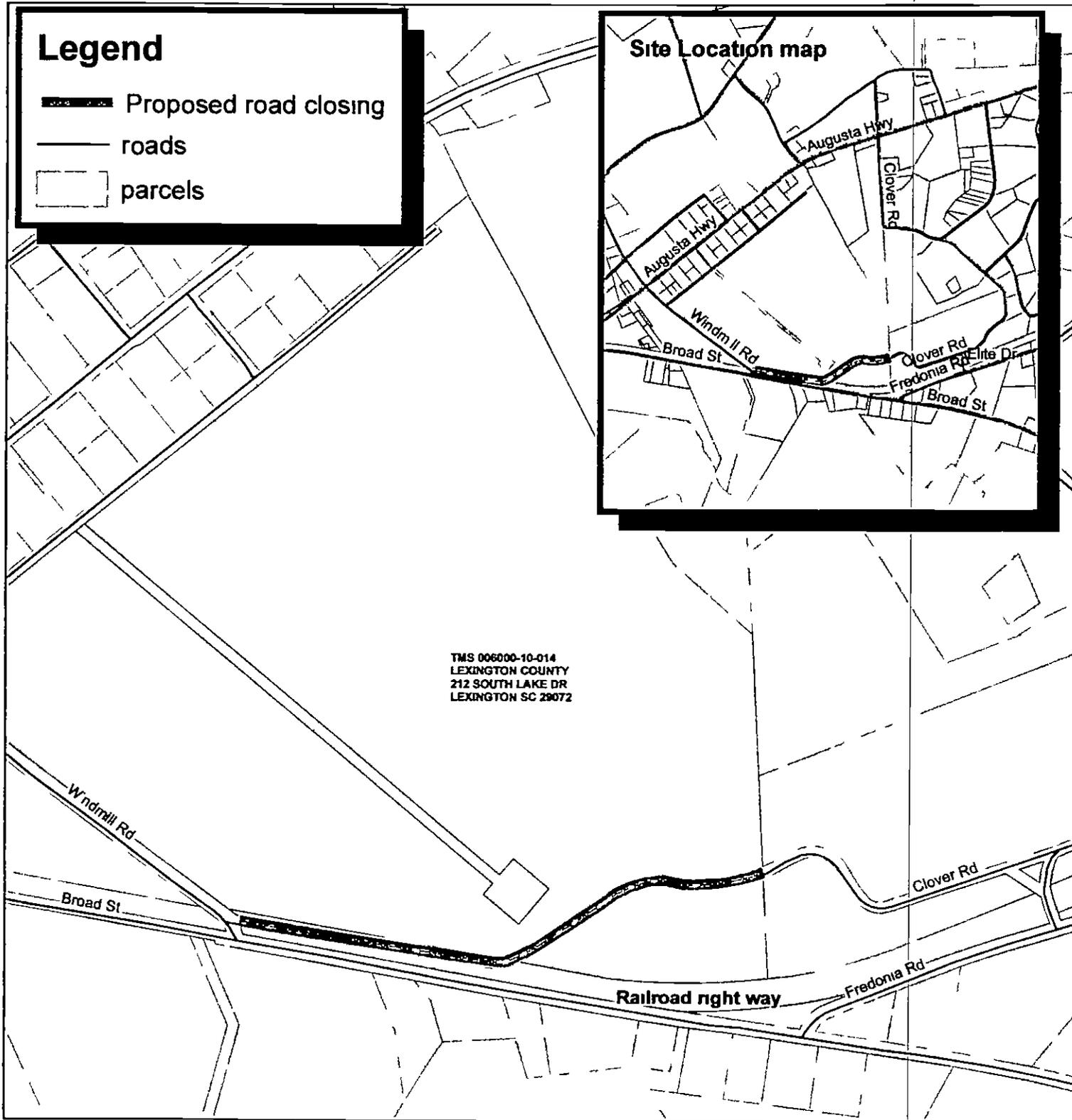
Legend

-  Proposed road closing
-  roads
-  parcels

Site Location map

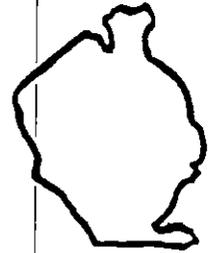


TMS 006000-10-014
LEXINGTON COUNTY
212 SOUTH LAKE DR
LEXINGTON SC 29072





COUNTY OF LEXINGTON
PUBLIC WORKS DEPARTMENT
ENGINEERING



MEMORANDUM

DATE July 19, 2004
TO Art Brooks, County Administrator
FROM John J Fechtel, Director of Public Works 
RE SCDOT 'C' Fund Requests

Attached are three (3) requests from SCDOT for \$400 00 each (\$1 200 00 total) to name two interchanges and one road per SC Code of Laws Section 57 3 610 (attached) My interpretation of this is that they are not changing the name of any existing interchange or road but dedicating a certain road bridge or highway facility in honor of an individual This is typically done with a separate sign (not a street sign) denoting an interchange or road for special recognition

Based on Section 57 3 610 it appears that we are required to submit up to \$500 00 (their request is \$400 00) as requested I recommend County Council approve this request and we will use C Fund Special Projects to pay for this

JJF/sd
Attachments

For the purposes of this section a newly constructed road is one which has been completed within two years of the date of the city's or county's consideration of whether to accept the deed or to maintain a newly constructed road

SECTION 57 3 610 Naming a road bridge or highway in honor of an individual

Whenever a road bridge or other highway facility is dedicated and named in honor of an individual by act or resolution of the General Assembly the Department of Transportation must be reimbursed all expenses incurred by the department to implement the dedication

Reimbursement for expenses incurred by the department must first be approved by a majority of each county legislative delegation of the county in which the road bridge or facility is located Reimbursement must be from the State Secondary C Apportionment Fund of the county or counties in which the road bridge or facility is located and expenses under this section are limited to five hundred dollars

Reimbursement for expenses incurred by the department to name and dedicate a highway facility pursuant to a request from other than the General Assembly must be by agreement between the requesting entity and the department

SECTION 57 3 615 Highway tolls usage

If a toll is administered on a project by the Department of Transportation the toll must be used to pay for the construction maintenance costs and other expenses for only that project A toll project that is in excess of one hundred fifty million dollars may only be initiated as provided in Chapter 37 of Title 4

No toll may be imposed on passage of any vehicle on federal interstate highways in this State which were in existence as of January 1 1997 unless the imposition is otherwise affirmatively approved by the General Assembly in separate legislation enacted solely for that purpose

SECTION 57 3 620 [1962 Code Section 33 72 1952 Code Section 33 72 1951 (47) 457] Repealed by 1993 Act No 181 Sections 1508 and 1617(A) eff July 1 1993

SECTION 57 3 625 Improvements bordering right of way at signal controlled intersection demolition or alteration of permanent building may not be required property owner not to pay

If access to a particular property or properties is controlled by a traffic signal the Department of Highways and Public Transportation may require that improvements be made to the property within five hundred feet of the department's right of way which are necessary to improve traffic flow at the intersection controlled by the traffic signal The required improvements must be limited to lane widening adding a lane curb cuts medians and similar improvements Under this section demolition or alteration of a permanent building on the property must not be required by the department The property owner is not required to pay for improvements performed by the department

SECTION 57 3 630 Bringing of suits

The department may bring suits in its name whenever a cause of action shall accrue to the State by reason of the injury damage destruction or obstruction of any road in the state highway system any bridge culvert ditch causeway embankment wharf tollgate tollhouse or other facility or any equipment apparatus or property real or personal belonging to the state highway system Suits for the recovery of appropriate damages and other proceedings incident thereto shall be instituted in any court of competent jurisdiction for and in behalf of the State in the name of the department as plaintiff Complaints and



South Carolina
Department of Transportation

July 2 2004



Mr George H Smokey Davis
Chairman Lexington County Council
212 South Lake Drive
Lexington SC 29072

Dear Chairman Davis

I am pleased to inform you that the SCDOT Commission at its June 16 2004 Meeting has concurred with a Resolution of the General Assembly naming the interchange located at the intersection of United States Highway 1 and Interstate Highway 26 in Lexington County in honor of the men and women of the 4th Infantry indicating 4th Infantry Division Interchange

In accordance with current law expenses incurred in the fabrication and placement of dedication signs or markers must be paid from C Funds Therefore I respectfully request the approval of the Lexington County Council to program a lump sum payment of \$400 00 for the cost of fabricating and installing these dedication signs for the 4th Infantry Division Interchange

Please indicate CTC approval by signing below and returning a copy of this letter along with a reimbursement check for \$400 00 to the SCDOT to fabricate and place these signs

Thank you for your consideration of this request I look forward to hearing from you

Sincerely

Rocque L. Kneece
Program Development Engineer

RLK:ls
Enclosures
cc
Mr John Fechtel
Public Works Director
Lexington County

FILE PC/RLK

Approved _____ Date _____
Chairman - Lexington County Council



"114th Infantry Division Interchange"
Council District 8



South Carolina
Department of Transportation

July 2 2004



Mr George H Smokey Davis
Chairman Lexington County Council
212 South Lake Drive
Lexington SC 29072

Dear Chairman Davis

I am pleased to inform you that the SCDOT Commission at its June 16 2004 Meeting has concurred with a Resolution of the General Assembly naming a newly constructed road in Lexington County that connects South Carolina Highway 1 to South Carolina Highway 6 approximately two blocks long a round the way, located at Lexington County Courthouse indicating Myers Way

In accordance with current law expenses incurred in the fabrication and placement of dedication signs or markers must be paid from C Funds Therefore I respectfully request the approval of the Lexington County Council to program a lump sum payment of \$400 00 for the cost of fabricating and installing these dedication signs for the Myers Way

Please indicate CTC approval by signing below and returning a copy of this letter along with a reimbursement check for \$400 00 to the SCDOT to fabricate and place these signs

Thank you for your consideration of this request I look forward to hearing from you

Sincerely

Rocque L. Kneece
Program Development Engineer

RLK lls
Enclosures
cc
Mr John Fechtel
Public Works Director
Lexington County

FILE PC/RLK

Approved _____ Date _____
Chairman - Lexington County Council





South Carolina
Department of Transportation

July 2 2004



Mr George H Smokey Davis
Chairman Lexington County Council
212 South Lake Drive
Lexington SC 29072

Dear Chairman Davis

I am pleased to inform you that the SCDOT Commission at its June 16 2004 Meeting has concurred with a Resolution of the General Assembly naming the interchange on I 20 at Exit 44 the Senator F Beasley Smith Interchange

in accordance with current law expenses incurred in the fabrication and placement of dedication signs or markers must be paid from C Funds Therefore I respectfully request the approval of the Lexington County Council to program a lump sum payment of \$400 00 for the cost of fabricating and installing these dedication signs for the Senator F Beasley Smith Interchange

Please indicate CTC approval by signing below and returning a copy of this letter along with a reimbursement check for \$400 00 to the SCDOT to fabricate and place these signs

Thank you for your consideration of this request I look forward to hearing from you

Sincerely

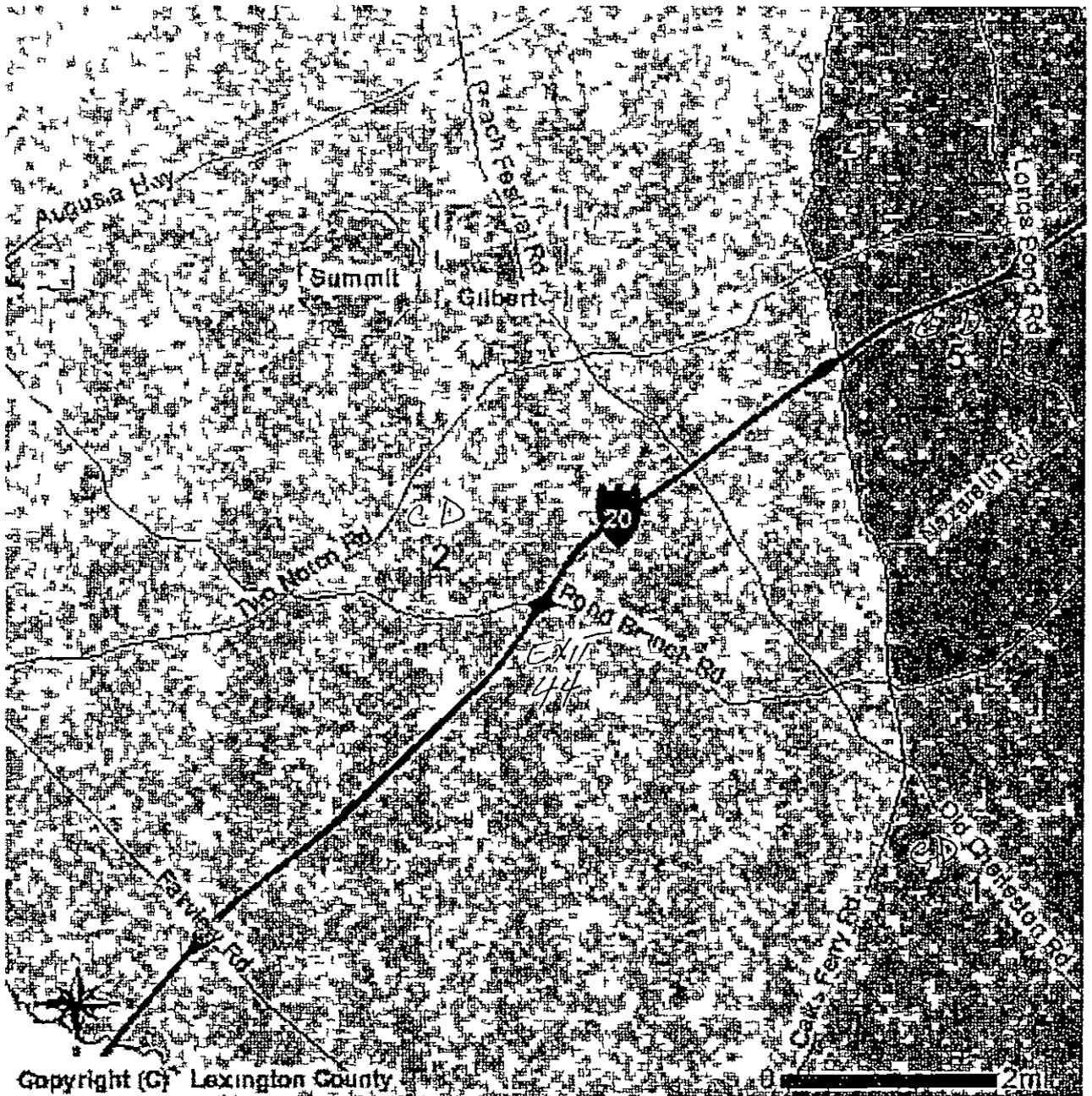
Rocque L. Kneece
Program Development Engineer

RLK lls
Enclosures
cc
Mr John Fectel
Public Works Director
Lexington County

FILE PC/RLK

Approved _____ Date _____
Chairman - Lexington County Council





" SENATOR F. BEASTLEY SMITH INTERCHANGE "
Council Dist 2



County of Lexington
Community and Economic Development
212 South Lake Drive Lexington SC 29072
(803) 359 8121 Fax (803) 359 8188

MEMORANDUM

To Pelion Airport Committee
From Tammy Coghill
Re Agenda Item 7/27/04

On Site Airport Management

As we prepare to take possession of the Pelion Airport the Committee and staff have informally discussed the issue of on site management. It is important for the County to have a presence at the facility from a security standpoint as well as from a day to day operations capacity.

Activities of an on site manager would include working with tenants and tenant issues, collecting monthly rents, checking the security fence at least twice daily for breaches, identifying and repairing broken runway lights, identifying other repair issues such as the beacon light, responding to requests to utilize the airport (crop dusting, aerial banners over sporting events, elected official use have all come up in last 3 months) and working with various interested parties such as the Airport Consultant, Aeronautics Commission, and FAA.

It has been noted in previous meetings that the revenues from hangar rental will not cover a full time manager. The Committee has also discussed the various models available such as a Fixed Base Operator (FBO) versus Airport Manager. The majority of County Airports that staff contacted have gone to an Airport Manager concept with the Manager reporting to the County Administrator. This does not preclude the establishment of an advisory Airport Commission as well if Council so chooses.

In the short term the Sheriff's Department has indicated that they may be able to relocate some of their existing activities to the Pelion Airport to assist with establishing an on site presence as the County takes possession of the facility.

Action Requested No vote required recommend Committee provide staff with direction on pursuing a short and long term management plan for the Airport.



County of Lexington
Community and Economic Development
212 South Lake Drive Lexington SC 29072
(803) 359 8121 Fax (803) 359 8188

MEMORANDUM

To Pelion Airport Committee
From Tammy Coghill *Tammy Coghill*
Re Agenda Item 7/27/04

Leases

Draft leases have been sent to all current hangar tenants. Staff heard from a number of tenants who have sent the County their first month's rent but would like to continue to negotiate lease terms.

Staff and the County Attorney are prepared to discuss the current lease situation and their recommendations.

Action Requested No vote required – provide direction to staff based on County Attorney recommendation.



County of Lexington
Community and Economic Development
212 South Lake Drive Lexington SC 29072
(803) 359 8121 Fax (803) 359 8188

MEMORANDUM

To Pelion Airport Committee
From Tammy Coghill
Re Agenda Item 7/27/04

Terminal Building Repairs

In anticipation of the County taking possession of the Pelion Airport Ray Disher Lexington County Building Services Manager has reviewed the site and made several recommendations for basic repairs needed at the terminal building for it to be placed back into use Please see attached memo

It is estimated that the material and equipment costs for these repairs will be approximately \$21 450 This estimate presumes that County staff would perform the service and does not include labor costs As an Enterprise Fund labor should also be charged to the account when an internal service department performs work The labor costs for these repairs will take the total bill to approximately \$50 000

Anticipated annual revenues from hangar rental will be insufficient to address these items and still meet the basic operating costs expected for FY 2004/05

Action Requested Authorize some or all of the repairs to be addressed upon the County taking possession of the building pending identification of funding

Attachment

COUNTY OF LEXINGTON

Building Services

415 Ballpark Road
Lexington SC 29072



803-359-8349

INTER-OFFICE MEMORANDUM

TO Tammy Coghill Economic & Community Development
FROM Ray Disher Building Services Manager
CC
DATE 15 July 2004
SUBJECT Pelion Airport Renovation Work/ Estimates

The following is a listing of the work and estimated costs which will be required to renovate the buildings at the Pelion Airport

Ceilings All of the ceiling tiles must be replaced as well as portions of the grid. Insulation will be required in the ceiling.

Cost \$800

Tile 12 cartons
Grid 2 boxes
Insulation 7 bundles

Painting Paint exterior and interior walls as well as caulk areas. The metal trim around the roof area will need to be caulked as well.

Cost \$600

Paint
Brushes
Caulk

Plumbing Remove the mop sink in women's restroom and install new lavatory. Relocate the hot water heater to kitchen area. Add sink to kitchen area.

Cost \$550

Lavatory Cabinet w/ sink and fixture
Kitchen sink w/ fixtures
Pipe and Miscellaneous fittings

Roof

- a. Install cover on the drains
- b. Cut roof for HVAC curbing and seal

Cost \$2100

Electrical

- a. Check all switches and receptacles for operation
- b. Relocate light switch in men s restroom
- c. Check electrical heaters in walls (may have to eliminate)
- d. Stove partially inoperative Suggest removing stove Add counter top microwave unit (stove repair not in estimate)
- e. Add refrigerator & microwave to kitchen
- f. Complete electrical work for HVAC system.

Cost \$1550

Carpentry

Repairs as required in various areas

- a. Replace broken window
- b. Remove counter in kitchen area and renovate area.

Cost \$450

Floors

Remove & install new carpet and clean floors

Cost \$1200

HVAC System

Install HVAC equipment

- a. Install 3 3 ½ ton HVAC Unit w/ heat pump
- b. Install curbing for HVAC
- c. Install HVAC duct
- d. Miscellaneous repairs/additions for HVAC system

Cost \$11 700

Locks

Install locks on hanger/terminal doors

Cost \$2400

Miscellaneous

Minor items not covered under other headings

Cost \$100

The above quotes are estimated cost for the project. The figures are for equipment only, does not include labor costs. These estimates for good for three (3) months. Prices are subject to increase. Please note that the above prices in each category may be affected by other areas. If a portion of the project is not completed, it may affect the cost estimate on another category, i e , it may cause costs to either decrease or increase. We estimate the cost for renovations at \$21,450. Labor not included, equipments/materials only.

/rah



County of Lexington Department of Public Safety

212 South Lake Drive Lexington South Carolina 29072
TELEPHONE (803) 359 8141 FAX (803) 359 8589

16 JULY 2004

TO COUNTY COUNCIL

FROM TIM JAMES
ASSISTANT SHERIFF/PUBLIC SAFETY DIRECTOR

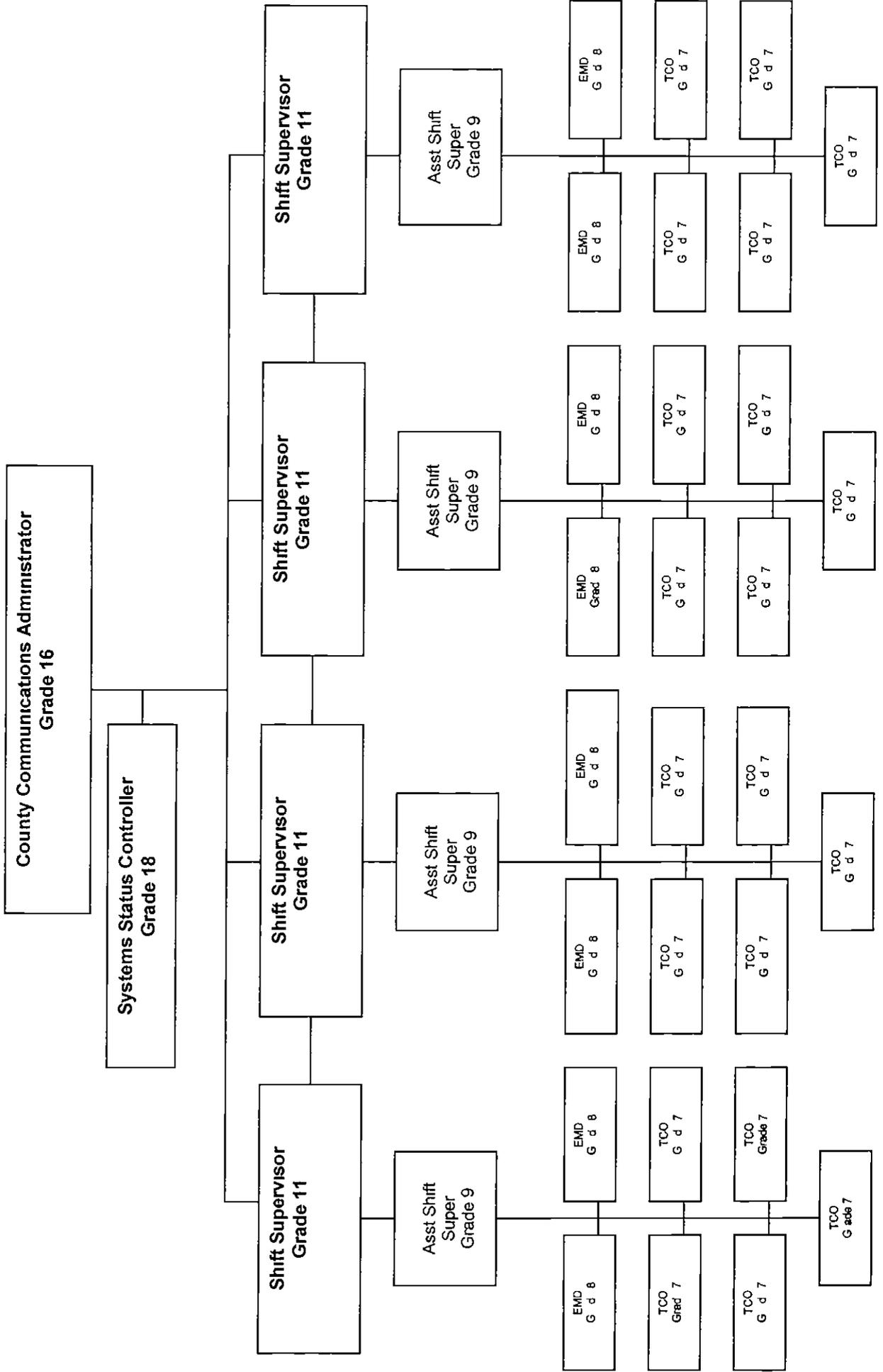
REF PERSONNEL REORGANIZATION COMMUNICATIONS

As we have discussed in previous committee meetings I am seeking approval to reorganize the Consolidated Communications Center by converting four telecommunicator positions to Assistant Shift Supervisors (Grade 9) These personnel will continue to operate a console and will serve as an additional level of supervision. Additionally they will serve as the shift supervisor in the absence of the assigned supervisor. There will be no increase in personnel and funds were found in the current budget to support this action.

Additionally I am requesting that the shift schedule be changed to allow for each shift to work straight days and straight nights.

Both actions have been reviewed by the Finance and Personnel Directors.

LEXINGTON COUNTY COMMUNICATIONS



COUNTY OF LEXINGTON, SOUTH CAROLINA

RESOLUTION

THE COUNCIL FOR THE COUNTY OF LEXINGTON, SOUTH CAROLINA,
MEETING IN GENERAL SESSION THE 27TH DAY OF JULY, TWO
THOUSAND AND FOUR ADOPTED THE FOLLOWING

WHEREAS 2004 marks the 25th Anniversary of the establishment of Palmetto Health Hospice which was the first licensed hospice in South Carolina and

WHEREAS Palmetto Health Hospice is accredited by the Joint Commission on Accreditation of Healthcare Organizations licensed by the South Carolina Department of Health and Environmental Control Medicaid and Medicare Certified a member of the National Hospice Organization and a member of the Hospice for the Carolinas and

WHEREAS each year approximately 2 000 patients within 24 counties in South Carolina receive end of life care from Palmetto Health Hospice and

WHEREAS hospice care allows patients and families to receive professional medical services pain and symptom control and emotional and spiritual support in their home of choice and

WHEREAS hospice creates a compassionate atmosphere where patients are able to die with dignity wherever they call home surrounded and supported by loved ones familiar friends and committed caregivers and

WHEREAS professional and compassionate hospice staff and volunteers including physicians nurses social workers therapists and clergy provide comprehensive and attend to the particular needs and wishes of each patient and family members and friends also receive counseling and bereavement care that help them cope with the loss of a loved one and

WHEREAS providing high quality hospice care reaffirms our belief in the essential dignity of every person regardless of age health or social status and that every stage of human life deserves to be treated with the utmost respect and care and

WHEREAS the observance of Palmetto Health Hospice 25th Anniversary is an opportunity to recognize the professionals volunteers and family caregivers who take on the challenge of caring for patients at the end of life

NOW THEREFORE, BE IT RESOLVED that we the members of Lexington County Council do hereby recognize September 2004 as Palmetto Health Hospice 25th Anniversary and encourage citizens to increase their awareness of the importance and availability of hospice services and to observe this month with appropriate activities and programs

George H. Smokey' Davis Chairman

William C. Billy' Derrick V Chairman

Bruce E. Rucker

Jacob R. Wilkerson

Bobby C. Keisler

Johnny W. Jeffcoat

John W. Carrigg Jr

Joseph W. Joe Owens

M. Todd Cullum

ATTEST

Dorothy K. Black Clerk

A P P O I N T M E N T S B O A R D S & C O M M I S S I O N S

July 27 2004

BRUCE RUCKER

Assessment Appeals Board Charles L Goodwin Term expires 9/21/04 Eligible for reappointment

SMOKEY DAVIS

Assessment Appeals Board James S Cleckler Term expires 9/21/04 Eligible for reappointment

BOBBY KEISLER

Assessment Appeals Board Barry Clonts Term expires 9/21/04 Eligible for reappointment

JOHNNY JEFFCOAT

Planning Commission Eddie Wilder Term expires 8/26/04 Eligible for reappointment

JOHN CARRIGG

Accommodations Tax Board Vacant (Resigned) Term expires 12/31/06

Children's Shelter Vacant Term expired 6/30/01

Library Board Vacant (Resigned) Term expires 9/26/07

JOE OWENS

Accommodations Tax Board Vacant (Resigned) Term expires 12/31/06

TODD CULLUM

Accommodations Tax Board Vacant Term expired 12/31/03

Assessment Appeals Board Bill Power Term expires 9/21/04 Eligible for reappointment

Children's Shelter Vacant Term expired 6/30/03

Planning Commission Francis M Smith Term expires 8/26/04 Not eligible for reappointment

ATHLETIC COMMISSION

Steve Keefe Vacant Term expired 11/30/00

Joel Slotnick Vacant Term expired 11/30/02 Eligible for reappointment

LEXINGTON/RICHLAND ALCOHOL & DRUG ABUSE COUNCIL

At Large Appointments

Anida P Mims Vacant Term expired 12/31/03 Eligible for reappointment

BUILDING CODE BOARD OF APPEALS

Building E D Sturkie Term expires 8/13/04 Not eligible for reappointment

Electrical Carroll Shealy Term expires 8/13/04 Not eligible for reappointment

Plumbing Vacant Term expired 08/13/03

Member at Large (new)

CENTRAL MIDLANDS COUNCIL OF GOVERNMENTS

Melanie P Ellerbe At Large Terms expired 06/15/04 Eligible for reappointment

TEMPORARY SIGN AND PERMITTING COMMITTEE

Vacant District 7

MEMORANDUM

TO Council Members

FROM Diana Burnett
Asst Clerk

DATE July 16 2004

RE Midlands Workforce Development Board

Attached is a nomination for the Midlands Workforce Development Board submitted by Ms Bonnie Austin Director Ms Austin is responsible for making sure that each sector is represented on the Board in accordance to Federal and State requirements and would like Council to take action on this nomination during the July 27 2004 Council meeting

Martin (Dru) Beckham replaces Carroll E Martin

LEXINGTON COUNTY COUNCIL
BOARD/COMMISSION NOMINATION FORM

Name of Board/Commission Midlands Workforce Development Board

Nominee Martin (Dru) Beckham

Address 539 Russell Road Camden, SC 29020

Employed by SC Vocational Rehabilitation Department

Address 1330 Boston Avenue West Columbia, SC 29171

Home Telephone (803) 432 5659 Business Telephone (803) 782 423

Mobile Phone (803) 243 1878 Beeper Number (877) 210 690

Fax Number (803) 782-3573

Is nominee aware of board/commission activities and responsibilities Yes

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

University of South Carolina, Bachelor Degree 1975

University of South Carolina, Master s of Education, 1976

Camden Mayor s Committee member

Fairfield and Kershaw County One Stop Center coordinator

Submitted by *M. T. A. Beckham*

Date 7/8/2004

COMMITTEE REPORT

RE Amending the Lexington County Landscape Ordinance (99 21)

DATE July 2 2004

COMMITTEE Planning and Administration

MAJORITY REPORT Yes

The Planning and Administration Committee convened on Tuesday June 15 2004 to consider the proposed variations to Ordinance 04 03 Amending the Lexington County Landscape Ordinance filed by Charles M Compton

A public hearing was held on May 11 2004 there were no comments in favor or against the proposed amendment

The Planning Commission met on May 20 2004 and recommended approval

The Planning and Administration Committee voted to recommend that Council proceed with the second reading of Ordinance 04 03

Memorandum

June 3, 2004

For Lexington County Council

From Charlie Compton Secretary 
Lexington County Planning Commission

Reference Ordinance #04 03
Amendments to the text of the Landscape Ordinance

At the May meeting of the Lexington County Planning Commission Ordinance #04 03 was reviewed. The members unanimously recommended that County Council proceed with the adoption of these changes to the Landscape Ordinance.

As outlined in their recommendation in March, the Commission feels these modifications will improve the sections of the ordinance that address street trees and scenic corridors.

Ordinance #04-03

An Ordinance amending the Lexington County Landscape Ordinance to revise the scope of these regulations in the following manner with respect to Article 3, Section 6 (Major Road Corridors) and Article 3 Section 7 (Scenic Corridor Protection)

{Make the following changes under Article 3 of the Table of Contents }

Section 6 Major Road Corridors	14
3 6 1 Identification of Major Corridors	14
3 6 2 Pre Development Activity	14
3 6 3 Trees	14
Section 7 Scenic Corridor Protection	15
3 7 1 Identification of Scenic Corridors	15
3 7 2 Scope of Regulations	15
3 7 23 Pre Development Activity	15
3 7 34 Clearing Plan	15
3 7 45 Preservation Requirements	156
3 7 56 Signs and Entranceways	16
3 7 67 Additional Zoning Requirements	16

{Add the following sentence to Section 1 3 }

1 3 Scope of Regulations

Except as otherwise stated the regulations set forth herein shall apply to all Residential Attached (3 or more) dwelling units as defined within the Lexington County Zoning Ordinance and all non residential development within the unincorporated area of Lexington County with the exception of the following development conditions/activities

- a Any public road construction or utility construction project except as described in Article 3 Section 4 Service Areas and Utilities
- b Any land used for Crops and Animal Raising as defined in the Lexington County Zoning Ordinance This definition includes the raising of trees vines field forage or other plant crops intended to provide food or fiber However processing areas buildings and retail or wholesale activities related to crops and animal raising are not exempt from the terms of this Ordinance
- c Non residential development containing a parking lot that is used as a display/storage area greater than ten thousand (10 000) square feet shall be exempt from the provisions of Article 3 Section 3 Parking Lots within the display area only (i e Automobile Boat and Craft dealerships truck terminals etcetera)

Some of the residential activities exempted above from the scope of these regulations must follow the requirements of Section 7 Scenic Corridor Protection

{Make the following changes to Article 3 Section 6 }

Section 6 Major Road Corridors

It is recognized that a number of frequently traveled thoroughfares in Lexington County have lost their natural canopies and scenic qualities due to development and road widening projects. It is important then to the greatest extent practical that trees in public spaces along the main byways through the community be preserved or reestablished.

3 6 1 Identification of Major Road Corridors

Any road identified as an Arterial **Collector or Local** Road by the Lexington County Zoning Ordinance shall be considered a **major road** corridor. Where any **major road** corridor or portion thereof is also identified as a scenic corridor, the requirements of Section 7 Scenic Corridor Protection shall prevail.

3 6 2 Pre Development Activity

Recognizing that in some instances lot clearing and replanting may be the most cost effective method of development and that some existing trees are not suitable or desirable as street frontage trees, developers are encouraged to identify those trees along **major road** corridors that may be preserved during the clearing and development process. The Landscape Administrator may approve preservation of these trees in lieu of or in combination with specific re-planting efforts.

3 6 3 Trees

- a Street frontage trees shall average at least one tree per forty (40) feet of frontage or portion thereof.
- b Where there are not sufficient existing street frontage trees at development sites on **major road** corridors, the Landscape Administrator shall require the addition of canopy or understory trees or a combination of the two in order to enhance the street scape and public space created by development along road frontage.
- c Street frontage trees required to be planted shall be setback at least 10 feet but not greater than 20 feet from the future road right of way as established in the Right of Way Plan and set forth in the Lexington County Zoning Ordinance.
- d Large canopy trees to provide shade will be required except where there exist overhead utilities. Where overhead utilities exist or are planned, understory trees may be required instead of large canopy trees at a replacement density of three understory trees for each canopy tree.
- e The location of signs and driveways as part of the development shall take into account the required addition of trees. Signs should be designed and placed in a manner so as not to be obstructed by the required street frontage trees along a **major road** corridor.

{Insert the following new Section 3 7 2 into Article 3 Section 7 and renumber the remainder of the section as necessary }

3 7 2 Scope of Regulations

This section shall apply to activities as outlined in Section 1 3 Additionally the following residential activities shall also be required to follow the restrictions in this section on Scenic Corridor Protection

- a Residential subdivisions that have lots developed with frontage on a Scenic Corridor The requirements of this section shall not apply if the portion of the lot that fronts the road is the front yard of the residence***
- b Developments that contain Residential Attached (two dwelling units) activities***
- c Mobile Home Parks***

This Ordinance shall take effect _____ 2004

Enacted this ____th day of _____ 2004

George H Davis Chairman

ATTEST

Dorothy K Black Clerk of Council

First Reading	_____ April 27, 2004
Public Hearing	_____ May 11, 2004
Second Reading	_____
Third & Final Reading	_____
Filed w/Clerk of Court	_____

COMMITTEE REPORT

RE Equipment and Conveyor Tunnel Beckman Road

DATE July 15 2004

COMMITTEE Public Works

MAJORITY REPORT Yes

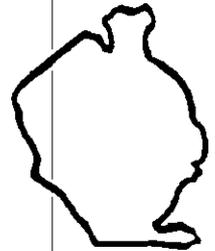
The Public Works Committee met on Tuesday June 15 2004 to consider additional information on the equipment and conveyor tunnel for Beckman Road This project was initially approved by Council on January 8 2002

After discussion the committee voted to recommend to Council that staff proceed with the bid process

See attached memorandums dated June 7 2004 and December 5 2001



COUNTY OF LEXINGTON
PUBLIC WORKS DEPARTMENT
ENGINEERING



M E M O R A N D U M

DATE **June 7, 2004**

TO **Art Brooks, County Administrator**

FROM **John J Fechtel Director of Public Works** 

RE **Equipment and Conveyor Tunnel – Beckman Road**

In 2001 we met with the LPA Group s engineers to discuss the relocation of Beckman Road as requested by Columbia Silica Sand Company and U S Silica Company (leased a portion of the land) Beckman Road had been approved for paving in 1994 but due to the quality and volume of material beneath the original roadbed these companies did not want this section paved until they had time to evaluate other options Both ends had been paved up to the mining area and the traffic counts on the unpaved section went from 222 in 1994 to 424 presently higher than any other road not programmed for paving

In addition to asking the County to reconsider its prior commitment to pave the remaining portion a request was made by both companies to have a tunnel installed under the relocated road for safety and operational reasons In addition to large mining operation equipment needing to access both sides of the road safely U S Silica uses a conveyor belt system to transport material to a central processing area They use this system to minimize equipment and energy use

In consideration of the County approving this both companies agreed to pay for the initial engineering (\$37 000 00) donate 5 46 acres of land (\$24 500 00) supply free of charge 6 000 tons of sand clay (road base) valued at \$12 000 00 literally across the road (transportation cost savings of \$12 000 00) In addition due to the sandy material in the proposed roadway they agreed to supply clay during the road building process to stabilize the sand at an estimated savings of \$25 000 00 in materials and transportation costs This totals approximately \$110 500 00 from both companies

The LPA Group estimated the concrete tunnel costs at \$220 000 00 installed by contract They also indicated at that time that approximately \$110 000 00 was installation costs

Art Brooks
June 7 2004
Page 2

and \$110 000 00 was material costs This was a combination of precast and poured in place concrete At about the same time there was interest in the widening of Pine Ridge Drive from Fish Hatchery Road to US 321 Columbia Silica Sand Company agreed to donate almost three acres of land along this road at a value of over \$130 000 00 due to consideration of paving Beckman Road

Also the sand companies indicated at that time that they were not pushed to have this road completed until somewhere around 2004

Public Works looked at this project from several ways First of all the in kind contribution the companies came up with was comparable to the additional costs Secondly this project was unique in its scope in that the experience my staff would gain from constructing this road and tunnel would be tremendous for any future large projects The advantage of this project is that we are not faced with a strict deadline on completion and we can work under less pressure County Council approved the attached memo in December 2001

Please present this to the Public Works Committee for their review

JJF/sd
Att

MEMORANDUM

DATE December 5, 2001

TO Art Brooks, County Administrator

FROM John J Fechtel, Director of Public Works

RE Completion of Paving - Beckman Road

Beckman Road was approved for paving in 1994 for a distance of 2.31 miles. Approximately 0.7 mile was not paved because Columbia Silica Sand Company wanted it relocated but at the time did not know where to relocate the portion on their property. Public Works cleared and graded the approximate 1.6 miles and let a contract for the drainage base and asphalt. These two sections paved were built to a higher standard due to the high volume of heavy vehicles (mining operations).

Since then, Columbia Silica Sand has hired an engineering company to design the relocated portion. We have been working close with them on this project.

Basically Columbia Silica Sand wants the remainder (approximately 1.0 mile relocated) paved within the next 1 1/2 years based on it being a prior commitment. Also included in their request is below road grade crossing, which requires a tunnel to allow their heavy equipment to pass back and forth to their property without an on-grade crossing.

Their contribution to this project is as follows:

- 1 Donation of land for right of way 5.46 acres or \$24,500.00 fair market price
- 2 Engineering costs \$37,000.00

Art Brooks
December 5, 2001
Page 2

- 3 Donation of sand clay for base \$12,000 00 plus it is "on site" virtually eliminating haul costs or another \$12 000 00

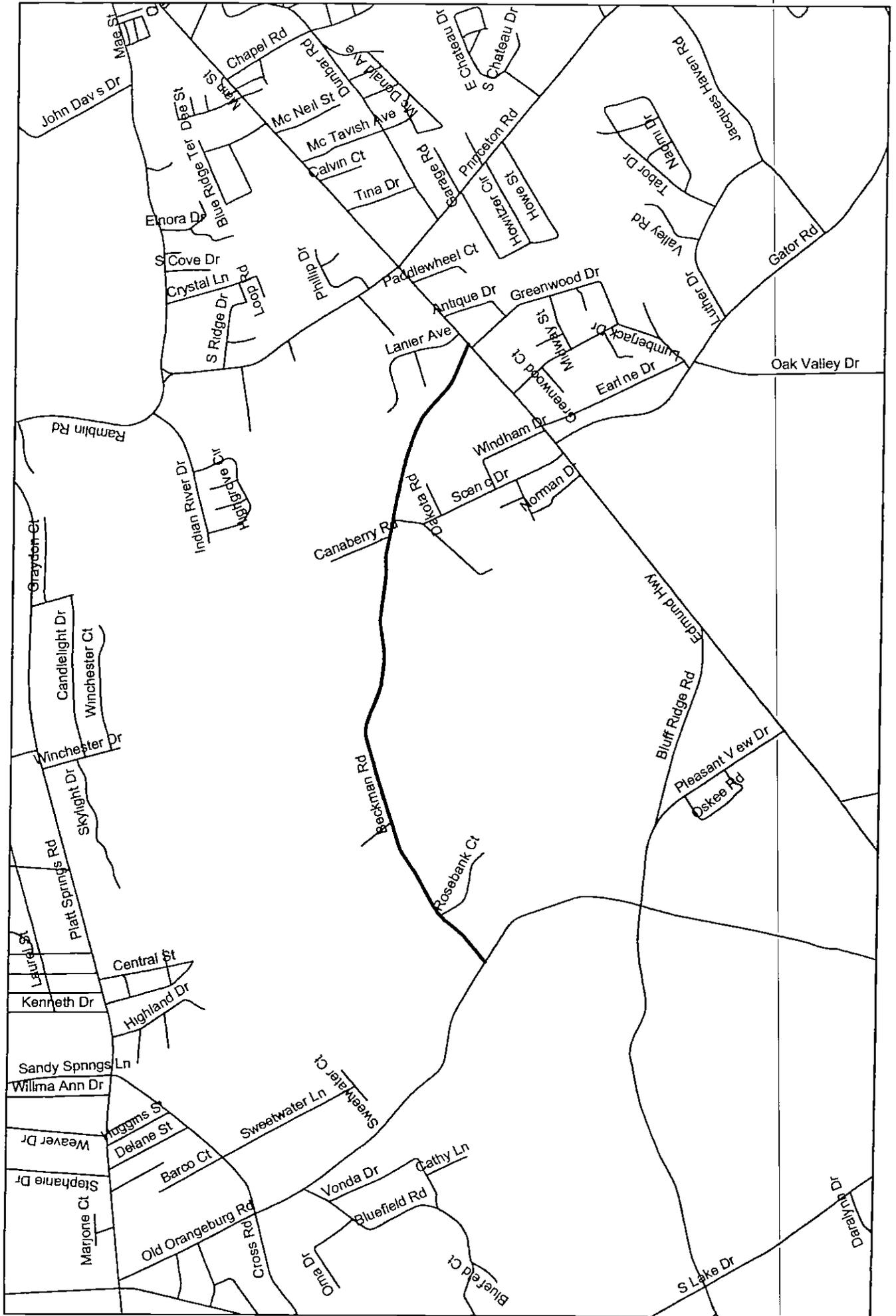
This is a unique project in that the timeframe allows Public Works to handle most of the work over a period of time and we can complete a road that was approved in 1994 Funds to buy materials and contracts for outside work can be in next year's budget

I recommend County Council approve this project to be added to next year's budget as a prior commitment with a new cost estimate developed for it based on Public Works performing the majority of the work

Please put this on Public Works committee schedule for discussion

JJF/sd

Beckman Road
Council District 5
House District 28



COMMITTEE REPORT

RE Renovations

DATE July 16 2004

COMMITTEE Space Utilization Committee

The Space Utilization Committee met on Friday July 16 2004 to review and discuss plans for renovating the Auxiliary Building Old Courthouse and the Administration Building and made the following recommendations

- (1) Instructed staff to move forward in obtaining bids for the renovations of the Auxiliary Building The architect s preliminary estimate of probable cost is \$638 806 plus \$47 910 for architectural fees (**attached letter from Ron Van Bergen, AIA dated May 28, 2004**)
- (2) Approved to recommend that full Council approve the bids for renovations to the Administration Building (not including alternate bid) at a bid cost of \$408 000 (**see tab O**)
- (3) Approved to recommend that full Council approve the renovations of the basement in the old courthouse for a records storage facility at a cost of \$53 059 The renovations will be completed by Building Services The estimates developed by Jim Shafer Information Services Director (**attached letter from Jim Schafer dated 6/30/04**) A review of this area by State Archives also strongly recommends replacement of carpet with tile floor covering in order to improve maintenance Building Services estimates this cost at \$15 000 for a total cost of \$68 059

28 May 2004

County of Lexington
212 South Lake Drive
Lexington South Carolina 29072

Attention Mr William A Brooks Administrator

Reference Auxiliary Building Architectural Engineering Services

Address re

FJClark

incorporated

Palmetto Building
201 South Murray Avenue
Anderson SC 29624
864 261 3902
864 225 5880
rvanbergen@fjclark.com

Dear Mr Brooks

We propose to perform the work outlined below for the existing Auxiliary Building by Addendum to the Architect Agreement dated 3 September 1999

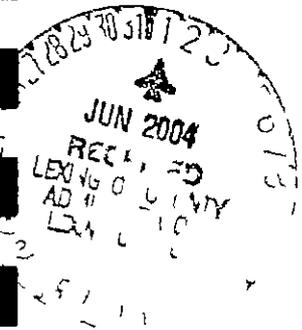
Addendum # 8 Perform design and engineering services for completing the interior up fit and renovations in the existing Auxiliary Building Estimate of probable cost is \$638 800 00

Fee is based on Articles 11 3 and 11 4 of the existing Owner Architect Agreement for a lump sum fee of

Fourty Seven Thousand Nine Hundred Ten and 00/100 Dollars \$ 47,910 00

Per our meetings of April 29 and May 14 2004 and discussions with Larry Porth Ray Disher and Sheila Fulmer the following is the Scope of Services

- 1 Building Code Analysis and code plan We will develop a drawing which will determine allowable square footage based on type of construction means of egress maximum travel distances to exits number of exits and location of same fire resistance of materials (exit corridors walls etc) and number of plumbing fixtures required
- 2 Complete Base plans of the building Develop a list of minimum work required, a floor plan for construction of the areas to be developed and renovated an overall floor plan of the building and a reflected ceiling plan with new lighting and existing lighting layouts for use by departments in placing portable partitions and furniture
- 3 A roof plan This plan will show new roof top heating and air conditioning equipment and individual thermostats which will heat and cool those areas to be added and as well as in fill new construction New individual units will save energy and be much less costly than running the large unit (which is on one thermostat) The large unit will heat and cool the remaining building



4 Develop a door schedule large scale plans of existing restrooms which will be up graded, wall height and wall construction materials details and construction notes and details as required

5 Mechanical and Electrical floor and roof plans as required (We propose to install roof top heat pumps for areas to be developed) Large existing unit would be used to heat and cool undeveloped areas

6 Electrical life safety floor plans These plans will show the emergency lights light strobes, alarm horns and sprinkler system monitor These items were requested in previous work in the building by the Fire Marshal

7 Voice/Data plans These plans will show the voice/data placement in the main department walls From the walls the departments will be able to run voice/data to their desks or cubical

8 The project will be administered through the bidding phase with assistance during the construction stage

Contractor will obtain all required permits and approvals Owner will perform construction administration with assistance from Architect

Please do not hesitate to contact us if you have any questions

Acceptance Addendum # 8, By _____ Dated _____

Very truly yours
FJ Clark Incorporated



Ronald B Van Bergen AIA

cc Mr Larry Porth, Finance Director
cc Ms Sheila Fulmer Procurement Manager

JUN 30 RECD

MEMORANDUM

FINANCE DEPT

DATE 6/30/2004
 TO ART BROOKS COUNTY ADMINISTRATOR
 CC ✓ LARRY PORTH FINANCE DIRECTOR AND ASSISTANT ADMINISTRATOR DJ YANDLE RECORDS
 MANAGEMENT SUPERVISOR
 FROM JIM SCHAFER INFORMATION SERVICES DIRECTOR 
 RE POSSIBLE RELOCATION OF RECORDS MANAGEMENT TO THE OLD COURTHOUSE BASEMENT

To avoid too quickly running out of premium office space in the future because of accumulations of little used paperwork we need now to establish an organized and well managed records center. This center could provide an incentive for departments to convert records to a more convenient media and assist departments ensure that state mandated records retention requirements are met.

We propose that the basement of the Old Courthouse be used as the county's records center. We have identified tasks and equipment purchases to accomplish this totaling a cost of approximately \$53,059.00.

This amount does not include any building code related issues. I spoke with Brian Hood about fire codes for a records center. He said that the basement would not have to be sprinkled. However, I did not ask Brian about code requirements that might apply to the total facility and they are not addressed here.

We recommend that any code issues be definitively identified before proceeding with this plan. This should include a review of the plans by the SC Department of Archives and History.

Archives and History has promulgated standards for records storage facilities (SC Code of Regulations Chapter 12 Article 10 Minimum Standards for Facilities Which House South Carolina Public Records). Among other requirements, this regulation states: Records shall not be placed in areas subject to flooding or excessive moisture *in areas with exposed water or steam pipes subject to leaking* (emphasis added) or in areas that are adjacent to furnaces or boilers unless separated by a four hour fire wall. At the ceiling—primarily along the perimeter walls of the basement—there are water lines that feed the HVAC units both in the basement and on the first floor of the Old Courthouse. Any concerns about overhead pipes might be overcome by not placing shelving units on the perimeter walls directly under them. However, this is a determination that Archives and History would have to make.

The following is a detailed list of the cost elements and estimates that we have identified. A table that summarizes the items listed and cumulative costs is included at the end of this memorandum.

1 Renovation Costs

- a Doors materials, repairs and installation of doors have been estimated by Building Services if they complete the work at \$1,000.

- 1 Add doors to two rooms formerly known as waiting rooms
 - ii Repair or replace door to the old Vault
- b Locks & Keys materials needed for locks and keys have been estimated by Building Services if they complete the work at \$3 600
- i Administrative area key and three entrance doors can be keyed the same
 - ii Doors leading to record storage areas should work off of a master key
 - iii Two keys should be cut for the doors on the inside leading to record storage areas one key to be kept by the Records Management staff and one key to be kept by the Building Services Director
 - iv Add locks onto new doors to rooms formerly used as waiting areas as well as the former waiting room/attorney conference room
 - v Install panic devices on three sets of doors
 - 1 Double doors at back entrance near elevator and
 - 2 Two sets of front stairwell doors
- c Walls materials needed to repair walls and paint have been estimated by Building Services if they complete the work, at \$3 000
- i Repair all wallpaper and remove non safety signage
 - ii Paint where needed
- d Kitchen —to serve as a dual purpose darkroom/staff break room Materials needed to renovate the Dark Room have been estimated by Building Services if they complete the work at \$3 000
- i Stove exhaust hood and refrigerator has been removed The existing cabinets will need to be torn out and rebuilt to incorporate a hot water heater sink Processor and Densitometer
 - 1 The Densitometer table s dimensions are L 33 W 25 & H 30 1/8
The Densitometer sits on the table and is 10 9/16 tall
 - 2 A sink, counter surrounding sink and a counter for the Processor to sit on will need to be constructed The table that the Densitometer sits on can be relocated in this area and incorporated on this wall
 - 3 There will be enough room to incorporate all of these on the wall and a portion of the joining wall The refrigerator and microwave along with microwave shelf at the current Division Office can be set up along the walls near the entrance door of this room We currently have furniture (1 e break room table and chairs) that can be relocated to this area

ii The Processor will need additional pipes installed for access to hot water. The hot water heater will be installed in the corner to the left of the counter and sink.

e Administrative and Storage Room Renovations This will require the removal of some interior walls, replace or fix carpet where missing, repair ceilings and joining walls where interior walls are removed, and construct one more row of shelving in the vault like the current shelving. The cost has been estimated by Building Services if they complete the work at \$600.

2 Shelving Costs We have contacted several other county records centers to enquire about the type of shelving they use. All use metal shelving. It would cost roughly \$29,256 to purchase metal shelving for the entire basement. This could be purchased in phases:

a Phase I—Immediate Metal shelving to be purchased for 5 areas of the basement costing roughly \$19,236.

b Phase II—Completed Metal shelving to be purchased for the remaining 4 areas of the basement costing roughly \$10,020.

3 Software Software will be needed to manage the inventory of records in the records center. Records Management Software, Inc. has software called Simple Records Manager, which costs roughly \$2,895 plus shipping and sales tax. There is an annual support fee of \$500.

4 (2) Rolling Warehouse Ladders Two rolling warehouse ladders will be needed in the records center. The Louisville Ladder Model #GSX1603 has been quoted for \$403.83 plus shipping and sales tax each. The total for both ladders is \$900.54.

5 (1) Heavy Duty Shredder A heavy duty cross cut shredder will be needed to destroy confidential records upon meeting their retention schedules. The SEM Model #5146P Cross Cut Shredder with Hopper Feed and Automatic Oiler is a heavy duty high volume shredder currently being used by another county records center, which can handle the volume of records to be destroyed. Security Engineered Machinery (SEM) has quoted it at \$6,397.52, which includes sales tax. Also, a start up kit that includes 1 case of gallon oil and 1 box #140 bags for the shredder has been quoted at \$96.27, which includes sales tax.

6 Relocation Costs

a Move current telephone line at a one time fee of roughly \$50.

b Relocation of copier by IKON. The price to move the copier is \$225.

c Add a simple intercom system to the double door to deal with individuals seeking admittance or information. \$812.

d (1) Fax machine -- We currently have to use other departments fax machines. Once relocated to another site, we would have limited access to a fax machine. A Brother PPF 2800 Laser Fax Machine can be purchased on state contract from Typewriter Exchange for \$299.99 plus sales tax (\$15.00) at a total of \$314.99.

e (1) Fax line -- This will be for the basic monthly telephone service to utilize the fax machine, estimated to cost roughly \$17.00 per month at a total of \$204 per year. The non-recurring costs for the fax line will be \$50.

The following table summarizes the cost categories source of estimates and estimated costs

Item No	Cost Category	Item	Source of Estimate	Estimated Cost
1 a	Renovations	Doors	Building Svcs	\$ 1 000 00
1 b	Renovations	Locks & Keys	Building Svcs	\$ 3 600 00
1 c	Renovations	Walls	Building Svcs	\$ 3 000 00
1 d	Renovations	Dark Room	Building Svcs	\$ 3 000 00
1 e	Renovations	Room Renovations	Building Svcs	\$ 600 00
2 a	Shelving Costs	Phase I Immediate	Microfilm Div	\$19 236 00
2 b	Shelving Costs	Phase II—Completed	Microfilm Div	\$10 020 00
3	Software	Simple Records Manager Software and Support	Microfilm Div	Non recurring \$ 3 051 00 Recurring (Annual Support) \$500/year
4	Rolling Warehouse Ladders	Louisville Ladder Model #GSX1603	Microfilm Div	\$ 901 00
5	Heavy Duty Shredder	SEM Model #5146P Cross Cut Shredder w/ Hopper Feed Oiler & start up kit	Microfilm Div	\$ 6 495 00
6 a	Relocation Costs	Phone Line Transfer	Microfilm Div	\$ 50 00
6 b	Relocation Costs	Photocopier	Procurement Div	\$ 225 00
6 c	Relocation Costs	Intercom System	IS	\$ 812 00
6 d	Relocation Costs	FAX Machine	Microfilm Div	\$ 315 00
6 e	Relocation Costs	FAX Line	Microfilm Div	Non recurring \$ 50 00 Recurring \$ 204/year
Total				\$53 059 00

COUNTY OF LEXINGTON

Procurement Services

MEMORANDUM

(O) 359 8166

(F) 359 2240

DATE July 19 2004

TO Art Brooks
County Administrator

FROM Sheila R Fulmer CPPB
Procurement Manager

SUBJECT Administration Building Renovations
BID NO B04041 06/08/04



Competitive bids were solicited and advertised for the renovation of the existing Administration Building. The base bid consisted of renovating all six (6) floors of the existing building with an alternate for the expansion of the Treasurer's office on the first floor. The Space Study evaluation committee has recommended to award the base bid only.

We received five (5) bids (see attached bid tabulation). The bids were evaluated by Ron Van Bergen, F J Clark Inc and Sheila Fulmer, Procurement Manager. It is our recommendation to award the base bid to the low bidder, Summerfield Associates for a total cost of \$408,000.00.

Funds will be appropriated from the remaining bond proceeds contingency account.

I concur with the above recommendation and further recommend that this bid be presented for Council's approval at their next scheduled meeting on July 27, 2004.

Attachment

copy Larry Porth, Director of Finance/Assistant County Administrator

COUNTY OF LEXINGTON

BID TABULATION SHEET

BID B04041 06/08/04

DATE June 08, 2004

PROJECT Administration Building Renovations

BIDDER	*BASE BID	**ALTERNATE ONE	TOTAL
Summerfield Associates West Columbia SC	\$408 000 00	\$143 000 00	\$551 000 00
Ideal Construction Co Irmo SC	\$439 891 00	\$128 634 00	\$568 525 00
Loveless Commercial Contracting Cayce SC	\$458 842 00	\$149 385 00	\$608 227 00
Weber Construction Co Irmo SC	\$510 000 00	\$161 494 00	\$671 494 00
Penn Contracting Ballentine SC	\$688 600 00	\$137 000 00	\$825 600 00

* Base Bid consists of renovating all six (6) floors of the Administration Building

** Alternate One consists of the expansion of the first floor



Sheila R Fulmer CPPB
Procurement Manager

COUNTY OF LEXINGTON

Procurement Services

MEMORANDUM

DATE July 15 2004

TO Art Brooks
County Administrator

THROUGH Sheila R. Fulmer CPPB
Procurement Manager *Sheila R Fulmer*

FROM Donna J. Harris CPPB
Procurement Officer *Donna J Harris*

SUBJECT REQUEST FOR APPROVAL TO UTILIZE REQUEST FOR PROPOSALS PROCESS FOR PROFESSIONAL SERVICES

We are requesting the approval for the use of the Request for Proposals process in order to select the services of a qualified consultant to provide the County with a five (5) year consolidated plan for the Department of Community and Economic Development. The County is required by the United States Department of Housing and Urban Development (HUD) to prepare this plan every five (5) years in order to receive its annual Community Development Block Grant allocation. The consultant will be responsible for all aspects of the plan (See attached memorandum from George Bistany/Tammy Coghill)

Due to the scope of this project we feel that it would not be practical or to our advantage to write a comprehensive set of specifications that may limit our resources or restrict competition. In selecting a consultant it will also be advantageous to consider other award criteria in addition to cost. Proposals shall be reviewed and evaluated by a review panel based upon specific evaluation factors.

It is our recommendation that we utilize the competitive sealed proposal procedure established in the County ordinance. In accordance with this ordinance approval for use of this procedure must be obtained from County Council. We further recommend that this request be presented to County Council at their next scheduled meeting set for July 27 2004.

Thank you

copy Larry Porth Director of Finance/Assistant County Administrator
Tammy Coghill Director of Community and Economic Development
George Bistany Community Development Administrator Community and Economic Development

RECEIVED

DATE July 8, 2004

TO Sheila Fulmer

FROM George Bistany

SUBJECT Request for Approval to Utilize Competitive Sealed Proposals Process
Five Year Consolidated Plan (2005 2009)

2004 JUL 15 A 9 15

PROCUREMENT SERVICES

We are requesting the use of the Request for Proposals (RFP) process in order to seek competitive proposals from qualified consultants of demonstrated professional competence and experience to prepare the County's Five Year Consolidated Plan. The County is required by the United States Department of Housing and Urban Development (HUD) to prepare this plan every five years in order to receive its annual Community Development Block Grant allocation. The consultant will be responsible for all aspects of the plan. The Plan includes the following basic elements:

- Citizen participation and input
- Community profile
- Housing needs assessment
- Housing needs assessment for homeless and special needs
- Housing market analysis
- Lead based paint hazards
- Barriers to affordable housing
- Anti poverty strategy
- Institutional structure
- Non housing community development needs assessment
- Five year strategic plan
- One year action plan

Due to the scope of this project, I feel it would not be practicable or to our advantage to write up a set of specifications that may limit our resources or restrict competition. In selecting a method, it may also be advantageous to consider other award criteria in addition to cost. Proposals will be reviewed and evaluated by a review panel based upon the evaluation factors which are listed below in the order of their relative importance:

- 1) Experience and background of personnel assigned to the project
- 2) Successful, recent and relevant experience in preparing Consolidated Plans, Analysis of Impediments to Fair Housing, developing Community Development Block Grant policies, and developing guidelines and performance measures for the timely expenditure of Community Development Block Grant funds

- 3) Past record in the timely and efficient management of projects described in #2, including a description of the projects accomplished within the original budget and time frame
- 4) Past record in obtaining approval by the United States Department of Housing and Urban Development (HUD) for other Consolidated Plans or similar documents
- 5) Quality of work products and successful implementation of related work
- 6) Experience in facilitating public meetings and making presentations before public agencies, citizen groups and elected officials
- 7) References and samples
- 8) Proposed charge for performing the Scope of Work expressed as an hourly rate for a specified number of hours, and as broken out by specific work products

It is therefore, our recommendation that we utilize the competitive sealed proposal procedure established in the County ordinance. In accordance with this ordinance, approval for use of this procedure must be obtained from County Council. I further recommend that we present this request to County Council at the next scheduled County Council meeting on July 27, 2004.

Thank you

copy Tammy Coghill

COUNTY OF LEXINGTON

Procurement Services

MEMORANDUM

(O) 359 8319

(F) 359 2240

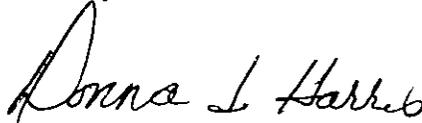
DATE July 16 2004

TO Art Brooks
County Administrator

THROUGH Sheila R Fulmer CPPB
Procurement Manager

FROM Donna J Harris CPPB
Procurement Officer

SUBJECT Computer Servers Information Services



We received a purchase request and recommendation from Jim Schafer Director of Information Services for the purchase of two (2) computer servers. The servers will be purchased directly from the manufacturer (Dell) through the South Carolina State Contract #03 S5869 A9659.

The Information Services Department is requesting replacement equipment for three (3) County departments. Jim Schafer Director of Information Services has reviewed and recommended the replacement of the servers to improve system performance due to higher demand generated by online payments and public inquiries. In addition, Information Services is experiencing difficulty in finding replacement parts for the servers.

The cost of the Dell servers is \$11,197.96 including applicable sales tax.

Funds are appropriated in the following accounts:

1000 101600 5A5016	Planning & GIS	one server	\$5,598.98
1000 101700 5A5019	Treasurer's Office	(1/2 cost of one server)	\$2,799.49
1000 101800 5A5021	Auditor's Office	(1/2 cost of one server)	\$2,799.49

I concur with the above recommendation and further recommend that this purchase be placed on County Council's agenda for their next scheduled meeting on July 27, 2004.

copy Larry Porth Director of Finance/Assistant County Administrator
Jim Schafer Director of Information Services
Charlie Compton Director of Planning and GIS
William Rowell Treasurer
Art Guerry Auditor

COUNTY OF LEXINGTON

Procurement Services

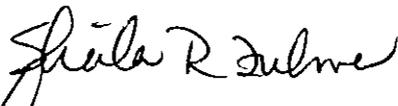
MEMORANDUM

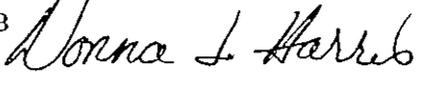
(O) 359 8319

(F) 359 2240

DATE July 19 2004

TO Art Brooks
County Administrator

FROM Sheila R. Fulmer CPPB
Procurement Manager 

THROUGH Donna J. Harris CPPB
Procurement Officer 

SUBJECT Function Two Computer Hardware Monitors Laptops and Printer Purchase Information Services

We received a purchase request and recommendation from Jim Schafer Director of Information Services for the purchase of forty (40) Dell computers forty (40) Dell monitors two (2) Dell laptops one (1) Dell port replicator seventeen (17) Gateway computers eleven (11) monitors (for Gateway computers) and eight (8) Hewlett Packard printers The Dell computers monitors laptops and replicator will be purchased directly from the manufacturer (Dell computer) through the South Carolina State Contract #03 S5869 A9659 The Gateway computers will be purchased directly from the manufacturer (Gateway Business) through the South Carolina State Contract #03 S5869 A9661 The monitors for the Gateway computers will be purchased from Florida Micro LLC as the low bidder The Hewlett Packard printers will be purchased through the South Carolina State Contracted Vendor CompuWorld through South Carolina State Contract #03 S58869 A9662

The Information Services Department is requesting replacement equipment for three (3) County departments This equipment will provide newer technology and improve productivity Jim Schafer Director of Information Services has reviewed and recommended the requested equipment for replacement

The cost of the Dell computers is \$25 821 40 Dell monitors \$5 006 40 Dell port replicator \$132 26 Dell laptops \$4 607 02 Gateway computers \$13 342 35 monitors for the Gateway computers \$1 211 36 Hewlett Packard printers \$9 937 20 Total cost of computers monitors laptops printers and port replicator is \$60 057 99 including applicable sales tax

Funds are appropriated in the following accounts

#1000 102100 5A5031	Information Services (1) Computer (1) Monitor	\$ 876 62
#1000 141200 5A5122	Solicitor (6) Computers	\$ 4 806 90
#1000 141200 5A5121	Solicitor (1) Computer (1) Monitor	\$ 911 27
#1000 141200 5A5122	Solicitor (7) Computers (7) Monitors	\$ 6 136 37
#2613 141200 5A5191	Solicitor Worthless Check fund (2) Computers (2) Monitors	\$ 1 822 55
#2451 151200 5A5301	Sheriff's Department Block Grant (2) Laptops	\$ 4 607 02
#2451 151200 5A5302	Sheriff's Department Block Grant (1) Port Replicator	\$ 132 26
#2451 151200 5A5303	Sheriff's Department Block Grant (40) Monitors (40) Computers	\$30 827 80
#2451 151200 5A5305	Sheriff's Department Block Grant (8) Printers	\$ 9 937 20

I concur with the above recommendation and further recommend that this purchase be placed on County Council's agenda for their next scheduled meeting on July 27 2004

copy Larry Porth Director of Finance/Assistant County Administrator
Jim Schafer Director of Information Services
Donald V. Myers Solicitor
Chief Timothy James Sheriff's Department/Director of Public Safety and Homeland Security

COUNTY OF LEXINGTON

Procurement Services

MEMORANDUM

(O) 359 8319

(F) 359 2240

DATE July 14 2004

TO Art Brooks
County Administrator

THROUGH Sheila R. Fulmer CPPB
Procurement Manager

FROM Donna J. Harris CPPB
Procurement Officer

SUBJECT Network Router/Port upgrades
Library/Information Services

Sheila R. Fulmer

Donna J. Harris

We are in receipt of a requisition from Dan MacNeill Director Lexington County Library for the purchase of eight (8) Cisco modular routers and eight (8) CSU/DSU WIC ports. The modular routers and ports are part of a continuing replacement program as approved by the State Legislature through the Education Lottery Spending Budget. Beginning in FY 2003 the State Legislature placed public libraries in the Education Lottery Spending Budget. This was in recognition that public libraries are an important part of education for both students and citizens of all ages.

Lottery funds can be used only for technology. This includes purchasing and maintaining computers, networks, software, telecommunication projects, training, and other technology based programs. The funds cannot be used for buying books or other materials or non-technology operating or capital costs. The funds are appropriated on a per capita basis.

The modular routers and ports will be purchased from Systems and Services through the South Carolina State Contract #04 S6261 A10281. Jim Schafer, Director of Information Services, has reviewed and recommended the requested equipment for replacement.

The cost of the modular routers, ports, and Smartnet maintenance is \$26,619.60 including applicable sales tax.

Funds are appropriated in the following accounts:

2331 230099 5A5296	Library Lottery Fund (8) Routers	\$18,748.80
2331 230099 5A5297	Library Lottery Fund (8) Ports	\$ 5,040.00
2331 230099 520702	Technical Currency & Support	\$ 2,830.80

I concur with the above recommendation and further recommend that these purchases be placed on County Council's agenda for their next scheduled meeting on July 27, 2004.

copy Larry Porth Director of Finance/Assistant County Administrator
Dan MacNeill Library Director
Jim Schafer Director of Information Services

COUNTY OF LEXINGTON

Procurement Services

MEMORANDUM

(O) 359 8319

(F) 359 2240

DATE July 15 2004

TO Art Brooks
County Administrator

THROUGH Sheila R Fulmer CPPB Procurement Manager *Sheila R Fulmer*

FROM Donna J Harris CPPB Procurement Officer *Donna J Harris*

SUBJECT Voice Mail System for Cayce West Columbia Branch Library **SOLE SOURCE**
PROCUREMENT Library

We are in receipt of a requisition from Dan MacNeill Director Lexington County Library for the purchase of a Voice Mail System for the Cayce West Columbia Branch Library The voice mail system will have four (4) voice mail ports with one hundred thirty (130) hours of voice storage and up to two hundred (200) mailboxes The Voice Mail System is part of a continuing replacement program as approved by the State Legislature through the Education Lottery Spending Budget Beginning in FY 2003 the State Legislature placed public libraries in the Education Lottery Spending Budget This was in recognition that public libraries are an important part of education for both students and citizens of all ages

Lottery funds can be used only for technology This includes purchasing and maintaining computers networks software telecommunication projects training and other technology based programs The funds cannot be use for buying books or other materials or non technology operating or capital costs The funds are appropriated on a per capita basis

This has been deemed a Sole Source through Telcom Incorporated as a proprietary vendor When the Cayce West Columbia Branch Library was renovated in 1993 Telcom Incorporated was the vendor who supplied and installed the Onyx telephone system for the building Telcom Incorporated has had a maintenance contract for the system since that time The proposed voice mail system is a module for this specific telephone system and is deemed proprietary

The cost of the voice mail system is \$6 297 90 including applicable sales tax

Funds are appropriated in account number

2331 230099 5A5181 Library Lottery Fund (1) Voice Mail System \$6 297 90

I concur with the above recommendation and further recommend that these purchases be placed on County Council s agenda for their next scheduled meeting on July 27 2004

copy Larry Porth Director of Finance/Assistant County Administrator
Dan MacNeill Library Director

COUNTY OF LEXINGTON

Procurement Services

MEMORANDUM

(O) 359 8385

(F) 359 2240

DATE July 16 2004

TO Art Brooks
County Administrator

THROUGH Sheila R Fulmer CPPB
Procurement Manager *Sheila R Fulmer*

FROM Janice A Bell CPPB
Procurement Officer *Bell*

SUBJECT **Motorola Upgrade of Radio Equipment
Public Safety/Communications**

We have received a requisition to purchase radio equipment upgrades at the Cayce Public Safety Department for Public Safety/Communications. This equipment will be purchased directly from the manufacturer (Motorola) through the South Carolina State Contract #OIR2002 07.

This project is to replace all the console and radio equipment. The current equipment was installed in 1984 and is no longer supported by any repair facility. The total cost of this equipment including all applicable tax is \$142,524.95. This price includes two (2) new workstations to replace the console furniture and new computerized radio equipment.

Funds are appropriated in the following account:

2605 131300 5A5259	PS/Emergency Telephone System E 911	Cayce Communications Upgrade
--------------------	--	------------------------------

I concur with the above recommendation and further recommend that this purchase be placed on County Council's agenda for their next scheduled meeting on July 27, 2004.

copy Larry Porth Director of Finance/Assistant County Administrator
Chief Timothy James Sheriff's Department/Director of Public Safety and Homeland Security
Neil Ellis Emergency Management Coordinator

COUNTY OF LEXINGTON

Procurement Services

MEMORANDUM

(O) 359 8319
(F) 359 2240

DATE July 16 2004

TO Art Brooks
County Administrator

THROUGH Sheila R. Fulmer CPPB
Procurement Manager 

FROM Donna J. Harris CPPB
Procurement Officer 

SUBJECT Wireless Phase II Equipment Public Safety/Communications

We received a purchase request and recommendation from Neil Ellis Emergency Management Coordinator for the installation of wireless phase II equipment for the Computer Aided Dispatch (CAD) 9 1 1 system. This installation is required to adapt the Computer Aided Dispatch system and the 9 1 1 system to receive and understand extended Automatic Location Indicator (ALI) and allow all Public Safety Answering Points (Lexington County West Columbia Cayce and Batesburg) to receive a location of wireless callers.

Bell South will provide the installation of four (4) Public Safety Answering Points (PSAP s) as a proprietary provider at a cost of \$9 240 00. ESI will provide the installation of the Computer Aided Dispatch (CAD) interface equipment under County contract number P99010 06/09/99H at a cost of \$6 247 50. The total cost of this project is \$15 487 50 including applicable sales tax.

Funds are appropriated in the following account:

2605 131300 5A5260 PS/Emergency Telephone System E 911	\$15 487 50
--	-------------

I concur with the above recommendation and further recommend that this purchase be placed on County Council s agenda for their next scheduled meeting on July 27 2004.

copy Larry Porth Director of Finance/Assistant County Administrator
Chief Timothy James Sheriff s Department/Director of Public Safety and Homeland Security
Neil Ellis Emergency Management Coordinator

COUNTY OF LEXINGTON

Procurement Services

MEMORANDUM

(O) 359 8319

(F) 359 2240

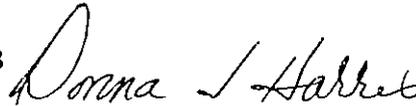
DATE July 13 2004

TO Art Brooks
County Administrator

THROUGH Sheila R. Fulmer CPPB
Procurement Manager



FROM Donna J. Harris CPPB
Procurement Officer



SUBJECT **Motorola Minitor IV Pagers and Accessories**
Public Safety/Fire Service

We have received a requisition for the purchase of sixty (60) Motorola Minitor IV Pagers and Accessories for Public Safety/Fire Service. The pagers and accessories will be purchased directly from the manufacturer (Motorola) through the South Carolina State Contract #OIR2002 07.

The pagers are utilized to alert personnel of an emergency call. Each of the approximately four hundred (400) volunteers are issued a pager. Many of the existing units are approaching twenty (20) years old and are in need of replacing. Additional pagers are required in order to meet an increase in personnel, as well as replace pagers that are lost, stolen, damaged, or no longer serviceable. These items were recommended and approved by Russell Rawl, Fire Service Coordinator. Total cost of these items including tax is \$31,088.98.

Funds are appropriated in the following account:

1000 131500 5A5080	Monitor/Receiver Replacement	\$31,088.98
--------------------	------------------------------	-------------

I concur with the above recommendation and further recommend that these purchases be placed on County Council's agenda for their next scheduled meeting on July 27, 2004.

copy Larry Porth, Director of Finance/Assistant County Administrator
Chief Timothy James, Sheriff's Department/Director of Public Safety and Homeland Security
Russell Rawl, Public Safety/Fire Service Coordinator
Brian Hood, Public Safety/Fire Service Chief Administrative Officer

COUNTY OF LEXINGTON

Procurement Services

MEMORANDUM

(O) 359 8319
(F) 359 2240

DATE July 19 2004

TO Art Brooks
County Administrator

THROUGH Sheila R. Fulmer CPPB
Procurement Manager *Sheila R. Fulmer*

FROM Donna J. Harris CPPB
Procurement Officer *Donna J. Harris*

SUBJECT BECKMAN ROAD TUNNEL C FUNDS/PUBLIC WORKS
BID NO B04033 04/07/04H

Invitations for Bids were advertised and solicited from qualified contractors for Beckman Road Tunnel. The project included the design of the footings and the culvert fabrication of a culvert and the delivery of the fabricated components of the culvert to the project site. The original bid called for a tunnel interior dimension of 18 high by 24 wide by 125 length. We received one (1) bid and one (1) no bid (see attached bid tab).

The total bid amount exceeded the projected budget. The County negotiated costs and structural length with Bridge Technologies LLC in an attempt to bring the bid within budget. After negotiations, Bridge Technologies LLC agreed to revise the interior dimensions to 18 high by 24 wide by 42 length for \$136 011 00. This is a cost savings of \$106 833 63.

Bids were evaluated by John Fechtel, Director of Public Works, Jim Starling, Engineering Associate III, Public Works, and Donna J. Harris, Procurement Officer. It is our recommendation to award this bid to Bridge Technologies LLC as being the lowest responsive bidder. The total bid for the project, based on estimated quantities, is \$136 011 00.

Funds are appropriated in account 2700 121300 539609 Beckman Road \$136 011 00

I concur with the above recommendation and further recommend that this bid be placed on County Council's agenda for their next scheduled meeting on July 27, 2004.

County Council had previously tabled this project at their May 11, 2004 meeting.

Attachments

copy Larry Porth, Director of Finance / Assistant County Administrator
John Fechtel, Director of Public Works
Jim Starling, Engineering Associate III, Public Works

COUNTY OF LEXINGTON

BID TABULATION SHEET

BID B04033 04/07/04H

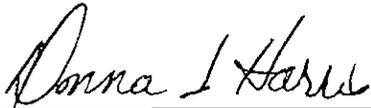
DATE April 21 2004

BECKMAN ROAD TUNNEL

		Bridge Technologies LLC
		John D Pyle
		864 354 4870
Qty	Description	Total Price
1 ls	Beckman Road Tunnel	\$242 844 63

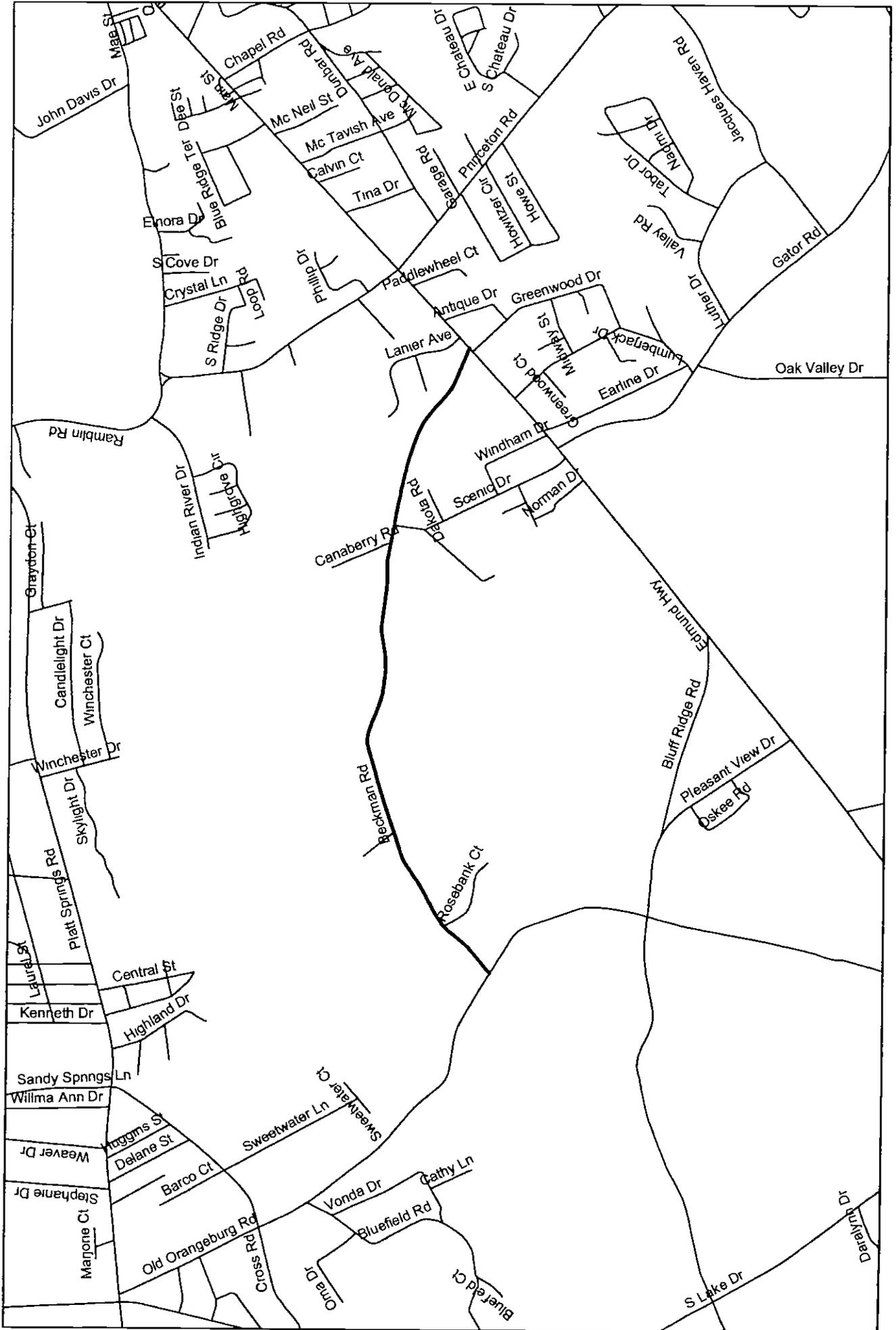
A no bid response was received from Contech stating that they could not meet the Geometry clearance requirements at this time

Bids Opened April 7 2004



Donna J Harris CPPB
Procurement Officer

Beckman Road
Council District 5
House District 28



COUNTY OF LEXINGTON

Procurement Services

MEMORANDUM

(O) 359 8385

(F) 359 2240

DATE July 19 2004

TO Art Brooks
County Administrator

THROUGH Sheila R. Fulmer CPPB *Sheila R Fulmer*
Procurement Manager

FROM Janice A. Bell CPPB *Bell*
Procurement Officer

SUBJECT **Motorola Replacement Batteries**
Sheriff's Department

We are in receipt of a requisition to establish a blanket purchase order for the purchase of Motorola Replacement Batteries for the Sheriff's Department. Replacement batteries are needed each year. Each officer uses a minimum of two (2) batteries annually. These batteries are required for the operation of the 800 MHz radios used by officers for communication and safety. The use of these radios increase efficiency in the performance of daily tasks, optimize communication with state and local law enforcement, and provide a tool to improve officer safety. The batteries will be purchased directly from the manufacturer (Motorola) through the South Carolina State Contract #OIR2002 07. The requested purchase order in the amount of \$28,035.00 will be used for a period of one (1) year.

Funds are appropriated in the following account:

1000 151200 5A5164 (300) MHZ Radio Batteries	\$28,035.00
--	-------------

I concur with the above recommendation and further recommend that this purchase be placed on County Council's agenda for their next scheduled meeting on July 27, 2004.

copy Larry Porth, Director of Finance/Assistant County Administrator
Sheriff James Metts
Chief Timothy James, Sheriff's Department/Director of Public Safety and Homeland Security
Sylvia Dillon, Sheriff's Department

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



COUNTY OF LEXINGTON SOUTH CAROLINA

Department of Community & Economic Development
County Administration Building (803) 359 8121
212 South Lake Drive Lexington South Carolina 29072

ZONING MAP AMENDMENT APPLICATION # M04 03

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

254 St Andrews Road, Columbia S C 29210 TMS #2822-03-001

Zoning classifications R 1 (current) C 1 (proposed)

Reason for the request (use the back of this application form if necessary)

I have had several inquires about using my house for an office and because of the R 1 zoning I am unable to sell or rent the house for this type of use I am request this change to improve marketability

Even though this request will be carefully reviewed and considered the burden of proving the need for the amendment rests with the applicant

Date 5 25 04

Signature [Handwritten Signature]

(x) Owner?
() Agent?

Name(print) Jack Parker

Telephone # 331 6028

Address 1216 Old Road
Chapin, S C 29036

- 1 5 / 25 / 04 Application Received
2 5 / 25 / 04 Fee Received
3 ___ / ___ / ___ Newspaper Advertisement
4 ___ / ___ / ___ Property Posted
5 ___ / ___ / ___ Notices Sent
___ / ___ / ___ Planning Commission Recommendation

6 / 29 / 04 First Reading 7 / 27 / 04 Public Hearing ___ / ___ / ___ Second Reading ___ / ___ / ___ Third Reading
Results

STAFF SUMMARY
ZONING MAP AMENDMENT #M04-03

Description of the Amendment This map amendment request is for a change in zoning classification from Low Density Residential (R1) to Neighborhood Commercial (C1) The applicant has had several inquiries regarding using the property for commercial office use and is requesting the change to improve marketability

Character of the Area There is a mix of commercial and residential property use in the immediate area The subject property is bordered on the north by St Andrews Road on the east by The Clusters of Whitehall shopping center the south by single family residential and on the west by single family residential There is a bank medical & office buildings and an apartment complex in the immediate area along St Andrews Road The property is approximately 1/3 acre

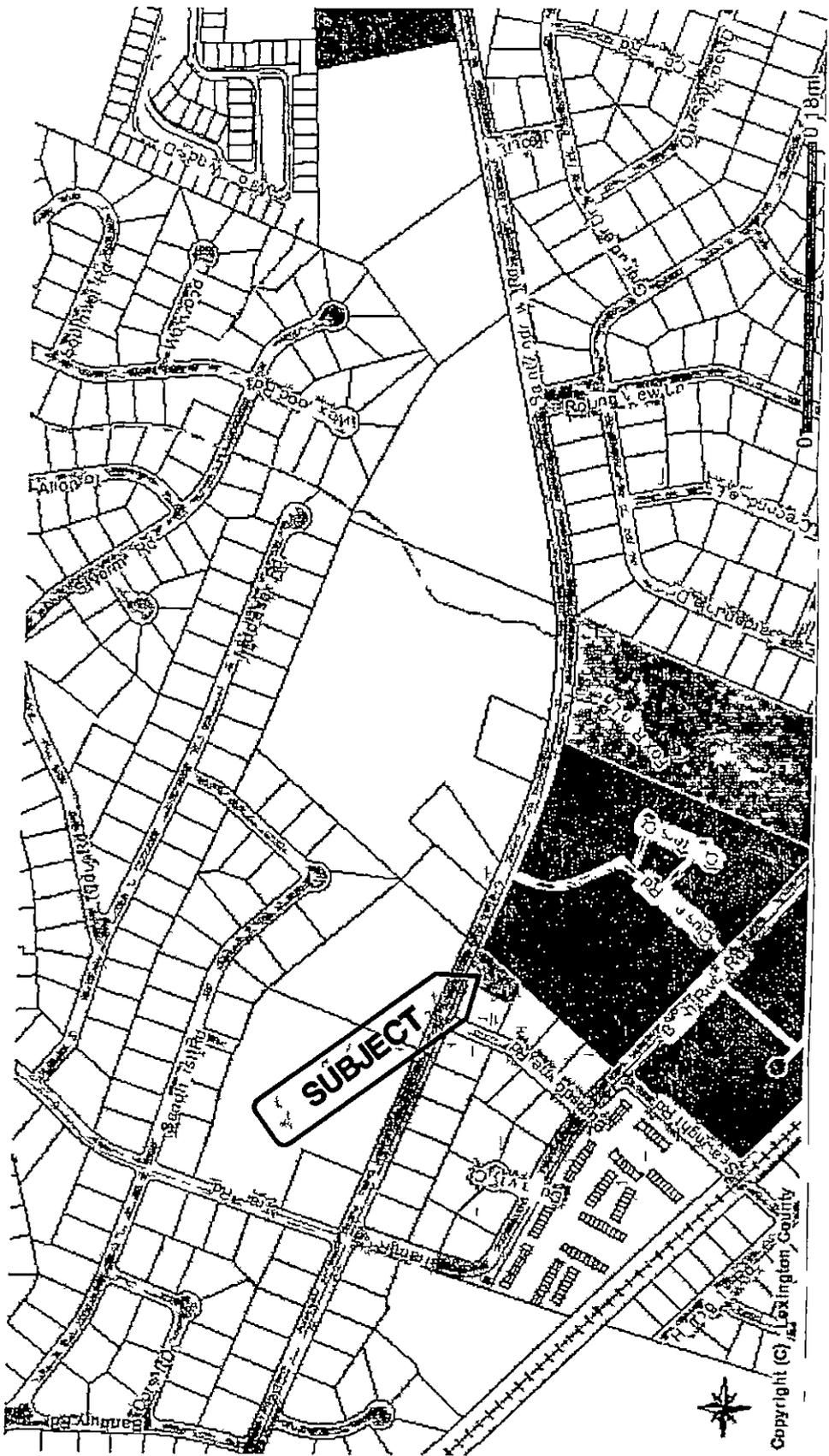
Zoning History This property is in the Seven Oaks Planning Area zoned in 1971 A request for a change from C1 to C2 for what is now know as the Clusters of Whitehall was approved in 1997

In 1986 a request for change in zoning from R1 to C1 was denied for the subject property as well as several other parcels in the immediate area The amendment was tabled by County Council until deed restrictions could be cleared up Whitehall's deed restrictions do not allow any commercial use on this property Should Council approve the rezoning, commercial use would still be prohibited based on the current Whitehall deed restrictions

The proposed change in zoning for the Dutch Fork/Seven Oaks Planning Areas would leave this parcel zoned as R1(Low Density Residential)

Council District Seven Councilman John W Carrigg Jr

Attachments Location Map
Political Boundaries Maps
Restrictive Covenants Whitehall



MAP AMENDMENT #M04-03



COUNTY COUNCIL DISTRICT MAP

7b That Michael J Mungo his heirs and assigns reserve the right to withdraw water from the lakes for purposes of watering shrubbery along dams or for other purposes so long as such withdrawal does not seriously interfere with the rights and privileges of the persons owning lots adjacent to the lake

8 No noxious or offensive activity shall be carried on upon any lot nor shall anything be done thereon which may be or become an annoyance or nuisance to the neighborhood No hog goats poultry cows or horses which shall constitute a nuisance or cause unsanitary conditions or any undesirable situation to any neighboring property shall be maintained on any lot

9 An easement is reserved unto the undersigned herein over 5 feet along each side line of each lot and over the front 5 feet and rear 10 feet of each lot for utility installations utility rights of way and maintenance thereof

10 All sewerage disposal shall be by septic tank meeting approval of the State Board of Health until such time as municipal sewage is made available

11 No lot or any part of a lot can be used as a street without the written consent of Michael J Mungo or his heirs or assigns

12 No billboards or signs shall be erected on any lot or posted on any buildings thereon except For Sale or For Rent signs may be placed thereon provided that their size shall not exceed 2 x 3

13 That no one shall have the right to alter the physical structure of any portion of the lakes or dams

14 That no boats with motors are to be allowed in any of the lakes

15 That no pollution of lakes is to be allowed

16 That no water shall be withdrawn from the lakes without the written consent of Michael J Mungo his heirs or assigns

17 Property owner around lake must maintain their property in keeping with the neighborhood

18 That there shall be no discharging of guns or other firearms on the lake or surrounding border lands

19 That there shall be no commercialization of fishing rights or privileges

20 All lot owners are required to open a trench for telephone cable to their house from their lot line and to back fill same

21 Michael J Mungo his heirs or assigns reserves the right to change the restrictions contained in Paragraph Numbered 4 for the unintentional violation of same but such change shall not exceed fifteen (15%) of such marginal requirements or building line restrictions

22 Invalidation of anyone of these covenants by judgment or court order shall in no wise affect any of the other provisions which shall remain in full force and effect

In witness whereof Michael J Mungo has set his hand and seal this

Michael J Mungo
Michael J Mungo

Witnesses
George I Alley
George I Alley

Nancy A Alley
Nancy A Alley

COUNTY OF LEXINGTON
"ISLE OF PINES SPECIAL TAX DISTRICT
SUMMARY

This ordinance creates the Isle of Pines Special Tax District and authorizes the imposition of a special tax within the district. The proceeds of the special tax will be used to pay debt service on two bonds which are also authorized by this ordinance. All of these undertakings have been approved by the residents of the Isle of Pines area in a referendum held on December 19, 2003.

Both bonds will be issued to the South Carolina Water Quality Revolving Fund Authority. The proceeds of the first bond will be used to construct and install a waterworks system serving the Isle of Pines area. The proceeds of the second bond will be used to construct and install a sewer system serving the Isle of Pines area. The actual terms of the two borrowings are set forth in the exhibits to the ordinance in the form of a loan agreement and note for the water system and a separate loan agreement and note for the sewer system.

1. The loan agreement and promissory note for the water system contemplate a loan amount of approximately \$106,198. The actual amount may be adjusted by the Chairman of the County Council at closing, but may not exceed \$150,000 in any event. The loan will be repayable in quarterly installments over a 15-year period and will bear interest at a rate of 1.00%. If the actual principal amount of the loan is the expected \$106,198, then the annual payment on the water loan will be approximately \$7,635.

2. The loan agreement and promissory note for the sewer system contemplate a loan amount of approximately \$120,145. The actual amount may be adjusted by the Chairman of the County Council at closing, but may not exceed \$250,000 in any event. The loan will be repayable in quarterly installments over a 15-year period and will bear interest at a rate of 3.00%. If the actual principal amount of the loan is the expected \$120,145, then the annual payment on the water loan will be approximately \$9,975.

The bonds are general obligation bonds of the County and as such are secured by the County's taxing power, but they are expected to be repaid entirely with the special tax imposed within the Isle of Pines area. Additional terms for the borrowings are set forth in the full loan agreements, to which your attention is respectfully directed.

ORDINANCE # 04 06

ISLE OF PINES SPECIAL TAX DISTRICT

AN ORDINANCE

TO ESTABLISH AND CREATE A SPECIAL TAX DISTRICT WITHIN LEXINGTON COUNTY SOUTH CAROLINA TO BE KNOWN AS 'ISLE OF PINES SPECIAL TAX DISTRICT' TO DEFINE THE NATURE AND LEVEL OF THE SERVICES TO BE RENDERED THEREIN TO AUTHORIZE THE IMPOSITION AND COLLECTION OF *AD VALOREM* TAXES THEREIN WHICH SHALL BE IMPOSED SOLELY WITHIN THAT PORTION OF LEXINGTON COUNTY LYING WITHIN THE ISLE OF PINES SPECIAL TAX DISTRICT TO PROVIDE FOR THE ISSUANCE AND SALE OF TWO GENERAL OBLIGATION BONDS OF LEXINGTON COUNTY SOUTH CAROLINA IN AN AGGREGATE PRINCIPAL AMOUNT NOT TO EXCEED FOUR HUNDRED THOUSAND DOLLARS (\$400 000) FOR THE PURPOSES OF PROVIDING WATER AND SEWER SERVICES IN THE ISLE OF PINES SPECIAL TAX DISTRICT TO PRESCRIBE THE PURPOSES FOR WHICH THE PROCEEDS OF SAID BOND SHALL BE EXPENDED TO PROVIDE FOR THE PAYMENT OF SAID BOND AND OTHER MATTERS RELATING THERETO

BE IT ORDAINED BY THE COUNTY COUNCIL OF LEXINGTON COUNTY SOUTH CAROLINA IN COUNCIL ASSEMBLED AS FOLLOWS

ARTICLE I
FINDINGS OF FACT

Section 1 01 Findings

As an incident to the adoption of this Ordinance the Lexington County Council (the *Council*) the governing body of Lexington County South Carolina (the *County*) finds that the facts set forth in this Article exist and the statements made with respect thereto are in all respects true and correct

1 The Council previously received a petition (the *Petition*) requesting that a referendum be held with respect to the establishment of a special tax district (the *District*) within the area of the County commonly referred to as the Isle of Pines A map showing the affected area is attached as Exhibit A hereto On October 14 2003 the Council certified by resolution that the Petition complied with the requirements of Section 4 9 130(5)(a) of the South Carolina Code of Laws of 1976 as amended Thereafter on October 15 2003 the Lexington County Election Commission ordered that a referendum be held on December 19 2003 (the *Referendum*) with respect to the formation of the District the construction and installation of a water distribution system for the benefit of the District (the *Isle of Pines Water System*) the construction and installation of a sewage collection system for the benefit of the District (the *Isle of Pines Sewer System*) and together with the Isle of Pines Water System the *Isle of Pines Systems*) and the issuance of two general obligation bonds of the County (respectively the *Isle of Pines Water System Bond* and the *Isle of Pines Sewer System Bond* and collectively the *Bonds*) for the purposes of constructing and installing the Isle of Pines Water System and/or the Isle of Pines Sewer System as the case may be

2 The Referendum was conducted in accordance with law on December 19 2003 and resulted in a favorable vote with respect to the formation of the District the construction and installation of the Isle of Pines Water System and the Isle of Pines Sewer System and the issuance of the Isle of Pines Water System Bond and the Isle of Pines Sewer System Bond

3 The Council has determined that as evidenced by the results of the Referendum the formation of the District the construction and installation of the Isle of Pines Systems and the issuance of the Bonds are in the best interests of the residents of the District and the County The Council has further determined that the Isle of Pines Systems should be operated and maintained by the Town of Chapin South Carolina (the *Town*) pursuant to an Intergovernmental Service Agreement which has been approved and signed by the County and the Town

4 After due investigation the Council has determined that the costs of constructing and installing the Isle of Pines Water System will not exceed \$150 000 and that the costs of constructing and installing the Isle of Pines Sewer System will not exceed \$250 000 The Council is therefore minded to authorize the issuance of the Bonds in an aggregate amount not to exceed \$400 000 to finance the costs of the foregoing improvements and the cost of issuance of such Bonds

5 The County has determined to issue the Isle of Pines Water System Bond in the form of a borrowing of not exceeding one hundred fifty thousand dollars (\$150 000) from the State Drinking Water Revolving Loan Fund by agreement with the South Carolina Water Quality Revolving Fund Authority pursuant to title 48 Chapter 5 Code of Laws of South Carolina 1976

as amended In connection with the issuance of the Isle of Pines Water System Bond the Council hereby makes the following factual determinations

(a) The County is a county created pursuant to the laws of the State of South Carolina and empowered by the provisions of Title 48 Chapter 5 Code of Laws of South Carolina 1976 as amended (the *Act*) (i) to undertake a drinking water supply/distribution project as defined and approved pursuant to the Federal Safe Drinking Water Act 42 U S C A Section 300f et seq (ii) to make application for and to receive assistance (iii) to comply with regulations relating to the receipt and disposition of money of the State Drinking Water Revolving Loan Fund created by the Act (iv) to apply for and receive state grants (v) to enter into loan agreements and (vi) to comply with all terms and conditions of any loan agreement

(b) Title 4 Chapter 15 Code of Laws of South Carolina 1976 as amended permits the incurrence of general obligation debt for any corporate or public purpose which includes the financing of facilities for the furnishing of water supply/distribution services

(c) The Isle of Pines Water System will be operated pursuant to contract with the Town

(d) The Council has previously adopted a resolution authorizing application to the South Carolina Water Quality Revolving Fund Authority (the *Authority*) for a loan from the State Drinking Water Revolving Loan Fund created by the Act (the *Isle of Pines Water System Loan*) to provide for the financing of the Isle of Pines Water System

(e) On July 19 2004 the Authority upon review of the County s application conditionally approved the Isle of Pines Water System Loan

(f) The funds are to be loaned and secured pursuant to a loan agreement (the *Isle of Pines Water System Loan Agreement*) between the County and the Authority and a promissory note executed and delivered by the County registered in the name of the Authority (the *Isle of Pines Water System Note*) Pursuant to the Isle of Pines Water System Loan Agreement the County will agree to use the Isle of Pines Water System Loan proceeds only to pay the actual eligible costs of the Isle of Pines Water System and the County will agree to pay to the Authority such amounts as shall be required to provide for the payment of all amounts due with respect to the repayment of the Isle of Pines Water System Loan To secure its obligations the County will pledge its full faith credit and taxing power Upon any failure of the County to make any payments to the Authority pursuant to the Isle of Pines Water System Loan Agreement or the Isle of Pines Water System Note the Authority shall require the State Treasurer to pay to the Authority subject to the provisions of the Act such amount from state appropriations to which the County may be or become entitled as may be necessary to provide for the payment of all amounts due with respect to the Isle of Pines Water System Note

(g) The County is adopting this Ordinance in order to

(i) authorize the execution and delivery on behalf of the County of the Isle of Pines Water System Loan Agreement and the Isle of Pines Water System Note

(ii) evidence the approval of the Isle of Pines Water System and the

Isle of Pines Water System Loan by the County

(iii) provide for the payment of amounts to be paid by the County pursuant to the Isle of Pines Water System Loan Agreement and the Isle of Pines Water System Note and

(iv) authorize the execution and delivery by and on behalf of the County of such other agreements and certificates and the taking of such other action by the County and its officers as shall be necessary or desirable in connection with the financing of the Isle of Pines Water System in order to carry out the intent of this Ordinance

6 The County has determined to issue the Isle of Pines Sewer System Bond in the form of a borrowing of not exceeding two hundred fifty thousand dollars (\$250 000) from the State Water Pollution Control Revolving Fund by agreement with the South Carolina Water Quality Revolving Fund Authority pursuant to title 48 Chapter 5 Code of Laws of South Carolina 1976 as amended In connection with the issuance of the Isle of Pines Sewer System Bond the Council hereby makes the following factual determinations

(a) The County is a county created pursuant to the laws of the State of South Carolina and empowered by the provisions of the Act (i) to undertake a wastewater treatment and disposal project as defined and approved pursuant to the Federal Clean Water Act 33 U S C A subsection 1381 et seq (ii) to make application for and to receive assistance (iii) to comply with regulations relating to the receipt and disposition of money of the State Water Pollution Control Revolving Fund created by the Act (iv) to apply for and receive state grants (v) to enter into loan agreements and (vi) to comply with all terms and conditions of any loan agreement

(b) Title 4 Chapter 15 Code of Laws of South Carolina 1976 as amended permits the incurrence of general obligation debt for any corporate or public purpose which includes the financing of facilities for the furnishing of wastewater treatment services

(c) The Isle of Pines Sewer System will be operated pursuant to contract with the Town

(d) The Council has previously adopted a resolution authorizing application to the Authority for a loan from State Water Pollution Control Revolving Fund created by the Act (the *Isle of Pines Sewer System Loan*) to provide for the financing of the Isle of Pines Sewer System

(e) On July 19 2004 the Authority upon review of the County s loan application conditionally approved the Isle of Pines Sewer System Loan

(f) The funds are to be loaned and secured pursuant to a loan agreement (the *Isle of Pines Sewer System Loan Agreement*) between the County and the Authority and a promissory note executed and delivered by the County registered in the name of the Authority (the *Isle of Pines Sewer System Note*) Pursuant to the Isle of Pines Sewer System Loan Agreement the County will agree to use the Isle of Pines Sewer System Loan proceeds only to pay the actual eligible costs of the Isle of Pines Sewer System and the County will agree to pay to the Authority such amounts as shall be required to provide for the payment of all amounts due with respect to the repayment of the Isle of Pines Sewer

System Loan To secure its obligations the County will pledge its full faith credit and taxing power Upon any failure of the County to make any payments to the Authority pursuant to the Isle of Pines Sewer System Loan Agreement or the Isle of Pines Sewer System Note the Authority shall require the State Treasurer to pay to the Authority subject to the provisions of the Act such amount from state appropriations to which the County may be or become entitled as may be necessary to provide for the payment of all amounts due with respect to the Isle of Pines Sewer System Note

(g) The County is adopting this Ordinance in order to

(i) authorize the execution and delivery on behalf of the County of the Isle of Pines Sewer System Loan Agreement and the Isle of Pines Sewer System Note

(ii) evidence the approval of the Isle of Pines Sewer System and the Isle of Pines Sewer System Loan by the County

(iii) provide for the payment of amounts to be paid by the County pursuant to the Isle of Pines Sewer System Loan Agreement and the Isle of Pines Sewer System Note and

(iv) authorize the execution and delivery by and on behalf of the County of such other agreements and certificates and the taking of such other action by the County and its officers as shall be necessary or desirable in connection with the financing of the Isle of Pines Sewer System in order to carry out the intent of this Ordinance

Section 1 02 Statutory Authorization

Section 4 9 30(5)(d) of the Code of Laws of South Carolina 1976 as amended requires that before the issuance of any general obligation bond to provide a service in a special tax district and the levy of a tax to retire such bond at rates different from those levied in the remainder of the county related to the nature and level of governmental services to be provided in the special tax district the county council shall first approve the issuance of the general obligation bond and the levy of the tax to retire such bond by ordinance Section 4 15 10 *et seq* of the Code of Laws of South Carolina 1976 as amended and supplemented by Act No 113 of the 1999 Acts of the South Carolina General Assembly (collectively the *County Bond Act*) provides a statutory mechanism whereby the County may adopt an ordinance authorizing the issuance of general obligation bond and the levy of a tax to retire such bond Pursuant to the County Bond Act the County is empowered to issue general obligation bonds for any authorized purpose as therein defined Providing water distribution and sewage collection services within the District constitutes an authorized purpose within the meaning of the County Bond Act Section 44 55 1410 of the Code of Laws of South Carolina 1976 as amended provides that the governing body of each county within the State is authorized to acquire construct improve enlarge operate and maintain within such county facilities to provide water for industrial and private use and facilities for the collection treatment and disposition of sewage including industrial waste and that every county governing body is authorized to enter into contracts in connection with the providing of water or sewer services or both and facilities with municipal corporations

Section 1 03 Recital of Applicable Constitutional Provisions

Pursuant to the provisions of paragraph (7) of Section 14 of Article X of the South Carolina Constitution the County is authorized to issue general obligation debt which is incurred pursuant to and within the limitations described by Section 12 of Article X. In accordance with the provisions of Section 12 of Article X and pursuant to the provisions of this Ordinance the Council shall impose upon all taxable property within the District an *ad valorem* tax in an amount designed to provide debt service on the Bond authorized hereby. Further pursuant to the provisions of Section 12 and paragraph (7) of Section 14 of Article X debt incurred in this manner is not to be considered in computing the general obligation debt limit of the County.

Section 1 04 Holding of Public Hearing and Notice Thereof

Pursuant to the provisions of Section 4 9 130 of the Code of Laws of South Carolina 1976 as amended a public hearing after giving reasonable notice is required to be conducted prior to the third and final reading of this Ordinance by Council. In accordance with this provision a public hearing was held by the Council on July 27 2004 following fifteen days notice thereof by publication in *The State* newspaper on July 12 2004.

* * *

ARTICLE II
CONSTRUCTION

Section 2.01 Construction

In this Ordinance unless the context otherwise requires

1 Articles and Sections referred to by number shall mean the corresponding Articles and Sections of this Ordinance

2 The terms hereby hereof hereto herein hereunder and any similar terms refer to this Ordinance and the term hereafter shall mean after and the term heretofore shall mean before the date of adoption of this Ordinance

3 Words of the masculine gender shall mean and include correlative words of the female and neuter genders and words importing the singular number shall mean and include the plural number and vice versa

4 Any fiduciary shall be deemed to hold an Authorized Investment in which money is invested pursuant to the provisions of this Ordinance even though such Authorized Investment is evidenced only by a book entry or similar record of investment

* * *

ARTICLE III
CREATION AND ESTABLISHMENT OF THE DISTRICT

Section 3 01 Creation of the District

There is hereby created and established a special tax district within the County to be known as the Isle of Pines Special Tax District which shall include and be comprised of the territory shown on **Exhibit A** to this Ordinance

Section 3 02 Purpose of the District

The District is created and established for the purpose and function of providing water and sewer services within the District and the County is hereby authorized to exercise all powers and to perform all duties necessary to the proper implementation of said improvements. As provided in Article I of this Ordinance the Isle of Pines Systems shall be operated under contract by the Town

Section 3 03 Administration of the District

The District shall be operated as an administrative division of the County

* * *

ARTICLE IV
ISLE OF PINES WATER SYSTEM BOND

Section 4 01 Authorization of Isle of Pines Water System Loan

The Council hereby authorizes the County s acceptance of the Isle of Pines Water System Loan from the Authority in an aggregate principal amount of not exceeding one hundred fifty thousand dollars (\$150 000) pursuant to and in accordance with the provisions of the Isle of Pines Water System Loan Agreement

Section 4 02 Authorization of Isle of Pines Water System Loan Agreement and the Isle of Pines Water System Note

The Isle of Pines Water System Loan Agreement and the Isle of Pines Water System Note in substantially the forms attached hereto as Exhibits B and C respectively with such changes as the executing officers shall approve (their execution to be conclusive evidence of such approval) are hereby approved and the execution and delivery of the Isle of Pines Water System Loan Agreement and the Isle of Pines Water System Note on behalf of the County are hereby authorized and directed The Isle of Pines Water System Loan Agreement and the Isle of Pines Water System Note shall be executed on behalf of the County by the Chairman of the Council and shall be attested by the Clerk to Council (the *Clerk*)

Section 4 03 Order of Tax Levy For Payment of Isle of Pines Water System Note

For the payment of principal of and interest on the Isle of Pines Water System Bond as the same become due and for the creation of such sinking fund as may be necessary therefor the full faith credit and taxing power of the County are hereby irrevocably pledged Pursuant to the provisions of Section 12 of Article X of the Constitution there shall be levied an *ad valorem* tax upon all taxable property located within the District sufficient to pay the principal of and interest on the Isle of Pines Water System Bond as the same become due and to create such sinking fund as may be necessary therefor

Section 4 04 Notice to Auditor and Treasurer

The Auditor and Treasurer of Lexington County South Carolina shall be notified of the adoption of this Ordinance and directed to levy and collect annually upon all taxable property within the District *ad valorem* property taxes in an amount sufficient to pay the principal of and interest on the Isle of Pines Water System Bond as the same become due and to create such sinking fund as may be necessary therefor

Section 4 05 Other Instruments and Actions

In order to implement the Isle of Pines Water System Loan pursuant to the Isle of Pines Water System Loan Agreement and Isle of Pines Water System Note and to give full effect to the intent and meaning of this Ordinance and the agreements and actions herein authorized the Chairman of Council and the Clerk are hereby authorized to execute and deliver such certificates showings instruments and agreements and to take such further action as such officials shall deem necessary or desirable

* * *

ARTICLE V
ISLE OF PINES SEWER SYSTEM BOND

Section 5 01 Authorization of Isle of Pines Sewer System Loan

The Council hereby authorizes the County s acceptance of the Isle of Pines Sewer System Loan from the Authority in an amount of not exceeding two hundred fifty thousand dollars (\$250 000) pursuant to and in accordance with the provisions of the Isle of Pines Sewer System Loan Agreement

Section 5 02 Authorization of Isle of Pines Sewer System Loan Agreement and the Isle of Pines Sewer System Note

The Isle of Pines Sewer System Loan Agreement and the Isle of Pines Sewer System Note in substantially the forms attached hereto as Exhibits ‘D’ and ‘E’ respectively with such changes as the executing officers shall approve (their execution to be conclusive evidence of such approval) are hereby approved and the execution and delivery of the Isle of Pines Sewer System Loan Agreement and the Isle of Pines Sewer System Note on behalf of the County are hereby authorized and directed The Isle of Pines Sewer System Loan Agreement and the Isle of Pines Sewer System Note shall be executed on behalf of the County by the Chairman of the Council and shall be attested by the Clerk

Section 5 03 Order of Tax Levy For Payment of Isle of Pines Sewer System Note

For the payment of principal of and interest on the Isle of Pines Sewer System Bond as the same become due and for the creation of such sinking fund as may be necessary therefor the full faith credit and taxing power of the County are hereby irrevocably pledged Pursuant to the provisions of Section 12 of Article X of the Constitution there shall be levied an *ad valorem* tax upon all taxable property located within the District sufficient to pay the principal of and interest on the Isle of Pines Sewer System Bond as the same become due and to create such sinking fund as may be necessary therefor

Section 5 04 Notice to Auditor and Treasurer

The Auditor and Treasurer of Lexington County South Carolina shall be notified of the adoption of this Ordinance and directed to levy and collect annually upon all taxable property within the District *ad valorem* property taxes in an amount sufficient to pay the principal of and interest on the Isle of Pines Sewer System Bond as the same become due and to create such sinking fund as may be necessary therefor

Section 5 05 Other Instruments and Actions

In order to implement the Isle of Pines Sewer System Loan pursuant to the Isle of Pines Sewer System Loan Agreement and Isle of Pines Sewer System Note and to give full effect to the intent and meaning of this Ordinance and the agreements and actions herein authorized the Chairman of Council and the Clerk are hereby authorized to execute and deliver such certificates showings instruments and agreements and to take such further action as such officials shall deem necessary or desirable

* * *

ARTICLE VI
MISCELLANEOUS

Section 6 01 Ordinance a Contract

This Ordinance shall be a contract between the County and the Authority and shall be enforceable as such against the County

Section 6 02 Effective Date

This Ordinance shall become effective upon receiving approval on third reading by the Council

Section 6 03 Savings Clause

If any one or more of the covenants or agreements provided in this Ordinance should be contrary to law then such covenant or covenants or agreement or agreements shall be deemed severable from the remaining covenants and agreements and shall in no way affect the validity of the other provisions of this Ordinance

Section 6 04 Successors

Whenever in this Ordinance the County is named or referred to it shall be deemed to include any entity which may succeed to the principal functions and powers of the County and all the covenants and agreements contained in this Ordinance or by or on behalf of the County shall bind and inure to the benefit of said successor whether so expressed or not

Section 6 05 Filing of Copies of Ordinance

Copies of this Ordinance shall be filed in the offices of the Council and in the office of the Clerk of Court for Lexington County (as a part of the Transcript of Proceedings)

Section 6 06 Further Action by Officers of County

The proper officers of the County are fully authorized and empowered to take the actions required to implement the provisions of this Ordinance and to furnish such certificates and other proofs as may be required of them which includes but is not limited to providing the notice and conducting the public hearing described in Article I hereof In the absence of any officer of the County Council herein authorized to take any act or make any decision the County Administrator is hereby authorized to take any such act or make any such decision

* * *

DONE IN MEETING DULY ASSEMBLED this ___ of August 2004

COUNTY COUNCIL OF LEXINGTON COUNTY,
SOUTH CAROLINA

(SEAL)

George H Davis Chairman

Attest

Dorothy K Black Clerk to Council

First reading	June 15 2004
Second reading	_____
Thrd reading	_____
Public Hearing	_____

STATE OF SOUTH CAROLINA

COUNTY OF LEXINGTON

I the undersigned Clerk of the County Council of Lexington County DO HEREBY CERTIFY

That the foregoing constitutes a true correct and verbatim copy of an Ordinance which was given three readings on three separate days with an interval of not less than seven days between the second and third readings The original of this Ordinance is duly entered in the permanent records of minutes of meetings of the County Council in my custody as such Clerk

That each of said meetings was duly called and all members of the County Council were notified of the same that all/a majority of the membership were notified of each meeting and remained throughout the proceedings incident to the adoption of this Ordinance

IN WITNESS WHEREOF I have hereunto set my Hand and the Seal of the County this ____ day of _____, 2004

(SEAL)

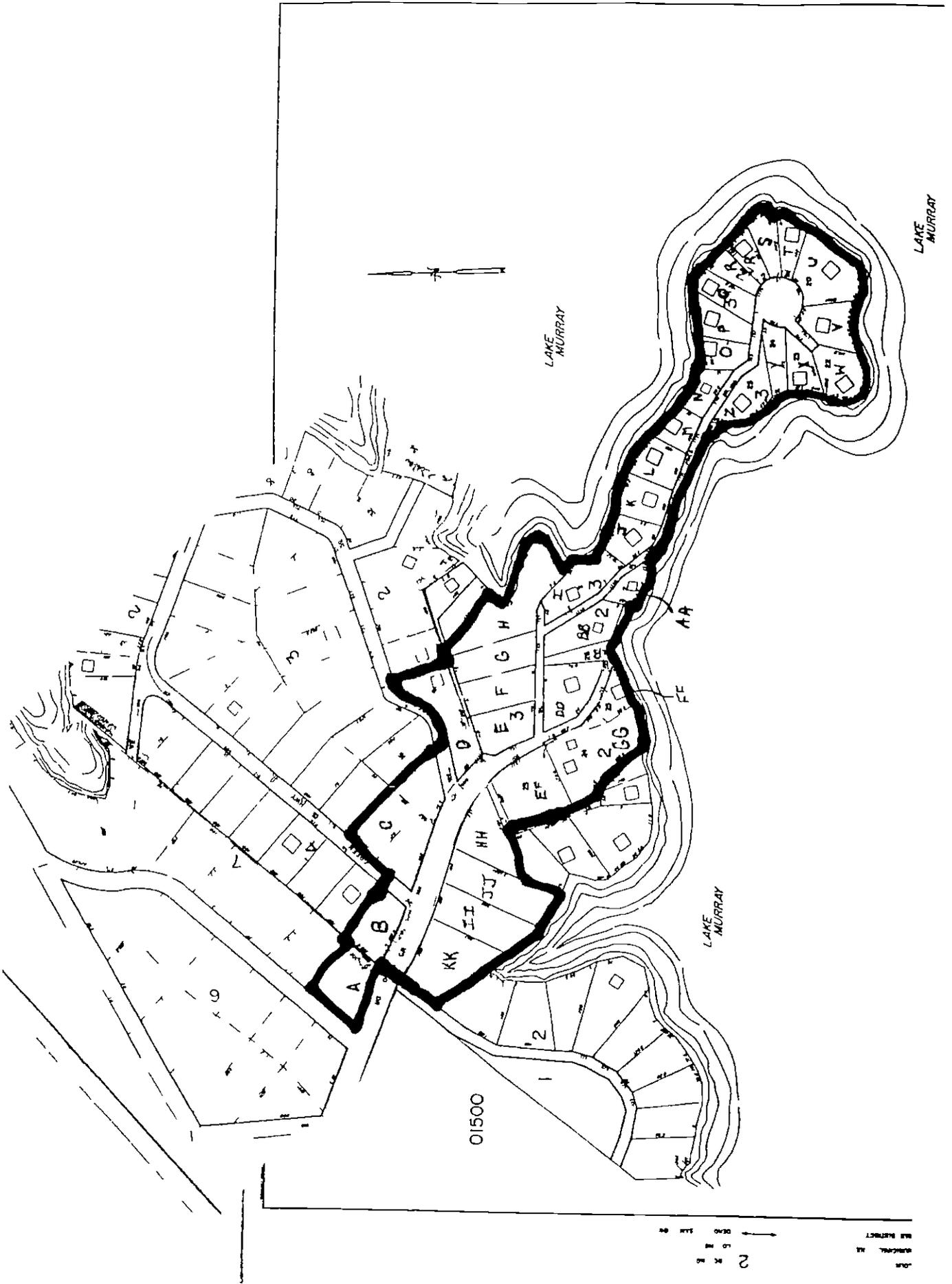
Clerk, County Council of Lexington County
South Carolina



EXHIBITS

EXHIBIT A

[MAP OF PROPOSED DISTRICT]



LAKE MURRAY

LAKE MURRAY

LAKE MURRAY

01500

0 1 2
1/4 1/2 1
SCALE

MAP DISTRICT

[ISLE OF PINES WATER SYSTEM LOAN AGREEMENT]

LOAN AGREEMENT

between

SOUTH CAROLINA WATER QUALITY REVOLVING FUND AUTHORITY

and

LEXINGTON COUNTY

Dated

_____ 2004

relating to

Isle of Pines Water System

South Carolina Drinking Water Revolving Loan Fund

Loan Number X3 019 04 3210008 01

No ____ of Two Executed Original Counterparts

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LOAN AGREEMENT

THIS LOAN AGREEMENT is entered into as of the ___ day of _____ 2004 between the SOUTH CAROLINA WATER QUALITY REVOLVING FUND AUTHORITY a public instrumentality of the State of South Carolina (the '*Authority*') and LEXINGTON COUNTY a political subdivision of the State of South Carolina (the '*Project Sponsor*')

WITNESSETH

WHEREAS the Authority is authorized by Title 48 Chapter 5 Code of Laws of South Carolina 1976 as amended (the '*Act*') to administer the South Carolina Drinking Water Revolving Loan Fund (the '*Fund*') for the purpose of assisting Project Sponsors (as defined in the Act) in the construction of among other things public drinking water supply storage treatment and distribution facilities as defined in the Federal Safe Drinking Water Act Title 42 United States Code Section 300f et seq as amended and

WHEREAS the South Carolina Department of Health and Environmental Control (the '*Department*') is authorized by the Act to among other things develop a priority system and prepare an annual plan to insure compliance with the Federal Safe Drinking Water Act and

WHEREAS the Authority is authorized by the Act to enter into Loan Agreements (as defined in the Act) with Project Sponsors in order to finance Projects (as defined in the Act) and

WHEREAS the Act authorizes Project Sponsors among other things to undertake Projects to receive assistance in the financing of such Projects by way of loans made from the Fund and to enter into loan agreements providing for the repayment of amounts received from the Fund together with interest thereon and

WHEREAS the Project Sponsor proposes to acquire and construct the facilities described in Appendix A hereto (the '*Project*') and

WHEREAS the Project Sponsor proposes to finance the Project with a loan from the Fund such loan to be secured by the full faith credit and taxing power of the Project Sponsor

NOW THEREFORE BE IT AGREED AS FOLLOWS

ARTICLE I

LOAN

SECTION 1.1 Loan Made and Accepted, Repayment In consideration of the mutual promises of this Agreement and upon and subject to its terms and conditions the Authority agrees to make and the Project Sponsor agrees to accept the loan herein provided for (the "*Loan*") The obligation of the Project Sponsor to repay the Loan and interest thereon is evidenced by this Agreement and a promissory note (the "*Note*") registered in the name of the Authority The amount of the Loan (the "*Loan Amount*") the interest rate on the Loan and the repayment schedule with respect to the Loan (the "*Repayment Schedule*") shall be as set forth in Appendix B hereto as may be changed or modified pursuant to Section 1.4 hereof the terms and form of the Note are set out in Appendix E The Project Sponsor shall make payments with respect to the Loan at the times and in the amounts set forth in Appendix B as modified on the due date of any such payment

SECTION 1.2 Purpose Limited to Project The Project Sponsor shall use the proceeds of the Loan only to pay the actual eligible costs of the Project The Project is described in Appendix A and more specifically as approved in the Project files of the Department Except to the extent otherwise approved in writing by the Authority only the costs shown in the Project budget set forth in Appendix A shall be allowed and only in the amounts provided for each category Costs of construction shall be allowed only for work called for in plans and specifications approved by the Department Proceeds may not be used to pay for labor performed by employees of the Project Sponsor but may be used to pay for materials installed by them

SECTION 1.3 Disbursements

1.3.1 The Authority shall make and the Project Sponsor shall accept full or partial disbursements only against incurred actual eligible costs up to the Loan Amount and by category as provided in this Agreement

1.3.2 For purposes of making requests for disbursement and representing the Project Sponsor in all administrative matters pertaining to administration of this Agreement the Project Sponsor shall designate a single officer or employee (the "*Sponsor Representative*") prior to the first disbursement request

1.3.3 In those cases when the Project Sponsor has paid the incurred Project costs and is seeking reimbursement for payment of such costs theretofore paid by the Project Sponsor any check for disbursement from the Fund for reimbursement to the Project Sponsor shall be drawn and mailed to the Project Sponsor In those cases when the Project Sponsor is seeking funds with which to pay incurred project costs any check for disbursement from the Fund to pay such costs may at the option of the Authority be drawn to the Project Sponsor alone or jointly to the Project Sponsor and contractor engaged by the Project Sponsor for the Project Such check will be mailed to the Project Sponsor

1 3 4 Before any disbursement the Project Sponsor shall execute any documents requested by the Authority reasonably necessary or convenient to the foregoing and shall have satisfied all conditions of Section 1 6 hereof

1 3 5 Requests for disbursement may be made only after the costs for which the draw is requested have been incurred The Project Sponsor may not request a disbursement until all construction contracts are signed The first request for disbursement submitted by the Project Sponsor pursuant to this Agreement shall include an amount for incurred construction costs and all amounts requested by the Project Sponsor for payment or reimbursement of amounts set forth in any of the categories Planning and Design Engineering Land Acquisition Legal and Appraisal Fees and SRF Loan Closing Fee which appear in the Project Budget in Appendix A hereto The Project Sponsor shall not request disbursement against retainage until retainage is paid and shall not request disbursement for change orders unless such change orders have been approved by the Department Unless the Authority otherwise approves when the Project budget indicates that the Loan shall bear only a portion of the eligible costs of the Project or a portion of certain itemized costs any draw shall not exceed the same proportion of such costs reported for disbursement

1 3 6 Requests for disbursement shall be made on forms of the Department unless the Authority or Department otherwise directs and shall be accompanied by such invoices and other proofs as the Authority and Department may reasonably require The final disbursement shall not be released until the Permit to Operate is issued by the Department No disbursement requests will be accepted more than one hundred twenty (120) days after the date of such Permit to Operate

1 3 7 The Authority may require that each draw request shall be submitted to the Authority and Department at least twenty one (21) days before the day disbursement is needed and may limit draw requests to one per month The Authority will exert its best efforts to mail its check in response to a disbursement request within twenty one (21) days of receiving such request but no assurance is given by the Authority that such schedule will be met and the Authority shall incur no liability to any Project Sponsor Processing on shorter notice or faster schedule shall not amend this provision

SECTION 1 4 Changes in Payment Initiation Date, the Loan Amount and Repayment Schedule

1 4 1 The Loan Amount has been determined in part upon the basis of the projected cost of the Project as shown in Appendix A The Payment Initiation Date shown in Appendix B (the "**Payment Initiation Date**") is determined by a combination of factors including but not limited to the expected Project schedule shown in Appendix A Appendix B shows the Repayment Schedule anticipated by the parties on this basis and provides for repayment of the Loan including interest thereon in sixty (60) equal or approximately equal quarterly payments beginning on the first day of the third month after the month of the Payment Initiation Date The Loan Amount the Payment Initiation Date and the Repayment Schedule may be changed but only as provided in paragraph 1 4 2 below

1 4 2 (a) At the written request of the Project Sponsor submitted to the Authority no later than sixty (60) days prior to the original Payment Initiation Date in Appendix B the Payment Initiation Date may be extended once by the Authority to any date not later than the earlier to occur of (i) six (6) months from the original Payment Initiation Date in Appendix B or (ii) thirty (30) months from the first day of the month following the date of this Agreement or (iii) the first day of the month following the date of the permit issued by the Department for the operation of the Project

(b) In the event the permit to operate the Project is issued by the Department more than one (1) month prior to the Payment Initiation Date stated in Appendix B the Authority shall require that either the Payment Initiation Date be accelerated to the first day of the month following the date of the permit issued by the Department for the operation of the Project or the term of the loan be shortened by a minimum of three (3) months

(c) The Project Sponsor may request that the Loan Amount be increased by including in principal on the Payment Initiation Date the interest which has accrued on amounts theretofore advanced from the Fund Any such request shall be submitted in writing to the Authority by the Project Sponsor not less than thirty (30) days prior to the Payment Initiation Date

(d) The Authority or the Project Sponsor may initiate a reduction to the Loan Amount at any time there is a determination that a lesser amount is required for completion of the Project

(e) The initial Repayment Schedule with respect to the Loan set forth in Appendix B shall be modified to reflect (i) changes in the Loan Amount (ii) extension or acceleration of the Payment Initiation Date and (iii) any other modification thereto agreed to by the Authority and the Project Sponsor

(f) Modification of the Repayment Schedule resulting from a change in the Loan Amount subsequent to the Payment Initiation Date shall be made such that

(i) at the time of final disbursement pursuant to Section 1 3 the Authority shall determine the final Loan Amount

(ii) a revised Repayment Schedule shall be calculated by the Authority based on the final Loan Amount the interest rate set forth in Appendix B and payment in sixty (60) equal or substantially equal quarterly installments beginning on the first day of the third month after the month of the Payment Initiation Date and

(iii) any difference between the amount theretofore paid by the Project Sponsor prior to the revision of the Repayment Schedule and the amount which would have been paid had the revised schedule been in effect from and after the Payment Initiation Date shall be credited against the next payment or payments due under the revised Repayment Schedule

(g) For purposes of the Repayment Schedule any amounts disbursed subsequent to the Payment Initiation Date shall be considered to have been advanced on the Payment Initiation Date

1.4.3 Any change in the Loan Amount extension or acceleration of the Payment Initiation Date or modification of the Loan Repayment Schedule shall be documented administratively by notice under this Agreement and shall be reflected in the substitution of a revised Appendix B hereto reflecting any such change or modification. In connection with any such change or modification the Authority may but need not impose new terms and conditions including cancellation of the Note and execution of a new Note

SECTION 1.5 Deadline for Borrowing and Termination of Promise to Lend The Authority in its sole discretion may terminate its promise to lend all or any unadvanced portion of the Loan Amount which has not been advanced if

1.5.1 The Project Sponsor has not entered into a construction contract with respect to the Project within six (6) months of the date of this Agreement or

1.5.2 The Project Sponsor does not request disbursement of the unborrowed balance of the Loan Amount on or before the one hundred twentieth (120th) day following the date of the permit issued by the Department for the operation of the Project or

1.5.3 An Event of Default (as defined in Section 5.1 hereof) occurs (in which event the remedies for default likewise shall be available) or

1.5.4 A circumstance arises or becomes known which in the Authority's sole discretion and opinion (a) substantially impairs the ability of the Project Sponsor to complete the Project to operate the Project or to repay the Loan or (b) substantially impairs the merit of the Project

SECTION 1.6 Conditions Precedent to Disbursement of Loan Proceeds In addition to any other conditions herein provided the Authority's obligation hereunder to make disbursements from the Fund for advances on the Loan shall be subject to satisfaction of the following conditions

1.6.1 The Project Sponsor's representations and warranties shall remain true and correct

1.6.2 No Event of Default shall have occurred under this Agreement or the Note

1.6.3 The Project Sponsor has complied with the requirements of Sections 1.3, 1.4 and 1.5 hereof and

1.6.4 There shall be on deposit in any debt service reserve fund required by this Agreement the amount required at such time to be on deposit therein

1.6.5 The initial draw request if received more than 120 days after the date of this Agreement shall also be accompanied by the following

(a) Evidence of the establishment of any debt service reserve fund required by this Agreement and the deposit therein of such amounts as shall be required by this Agreement and

(b) A letter to the Authority from counsel for the Project Sponsor to the effect that the Project Sponsor has received its fully executed counterpart of this Agreement from the Authority that no intervening circumstances or other factors detracted from the Project Sponsor's execution and delivery of this Agreement before its subsequent execution by the Authority that the Note has been duly authorized executed and delivered that the opinions expressed in the letter of counsel submitted to the Authority by the Project Sponsor with this Agreement remain valid including without limitation the advice that this Agreement and the Note are authorized binding and of full force and effect and that the Project Sponsor has filed a transcript of proceedings with respect to the Note and its obligations under this Agreement in accordance with Section 11-15-10 Code of Laws of South Carolina 1976 as amended Such opinion shall also address such other matters as may be requested by the Authority

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ARTICLE II

REPRESENTATIONS AND WARRANTIES

The Project Sponsor represents and warrants to the Authority as follows

SECTION 2 1 Status of Project Sponsor The Project Sponsor is a political subdivision of the State authorized to acquire and construct the Project and to operate the Project and provide wastewater treatment services

SECTION 2 2 Financial Statements The financial statements of the Project Sponsor delivered to the Authority are true and correct in all respects have been prepared in accordance with generally accepted accounting principles for units of government consistently applied and fairly present the respective financial condition of the subjects thereof as of the respective dates thereof No material adverse change has occurred in the financial conditions reflected in the statements since their date and no additional borrowing has been made by the Project Sponsor since then other than borrowing specifically disclosed and approved by the Authority All other information submitted by the Project Sponsor in support of its application for this Loan is true and correct as of the date of this Agreement and no material adverse change with respect to the Project Sponsor has occurred

SECTION 2 3 Pending Litigation There are no actions suits or proceedings at law or in equity in court or before any governmental or administrative agency either pending or to the knowledge of the Project Sponsor reasonably to be considered threatened which may impair the validity or enforceability of the Note or this Agreement or the Project Sponsor's ability to repay the Loan or to construct and operate the Project

SECTION 2 4 No Conflicting Transactions Consummation of the transactions hereby contemplated and performance of this Agreement will not result in any breach of or constitute a default under any deed to secure debt mortgage deed of trust indenture security agreement lease bank loan or credit agreement municipal charter ordinances contracts or other instruments to which the Project Sponsor is a party or by which it may be bound or affected

SECTION 2 5 Ownership of Premises The Project Sponsor owns in fee simple the real property which presently constitutes or which will constitute the main operating facilities of the Project and further owns in fee simple or by sufficient easement the real property upon across or under which the Project Sponsor has or will have its distribution or trunk lines booster pump stations storage tanks and the like including those to be a part of the Project Property of which the Project Sponsor has taken possession pursuant to Section 28 2 90 of the South Carolina Eminent Domain Procedure Act (Title 28 Chapter 2 Code of Laws of South Carolina 1976 as amended) and in connection with which no action pursuant to Section 28 2 470 of such Act has been instituted within thirty (30) days of the Condemnation Notice with respect to such property shall be deemed owned in fee simple by the Project Sponsor pursuant to this Section 2 5 The Project Sponsor has good record title to the real property described above (or has

possession pursuant to the Eminent Domain Procedure Act (as described above) with only such exceptions of record as do not limit the fee simple ownership and do not and will not interfere with the full use and enjoyment of the premises by the Project Sponsor

SECTION 2.6 Other Project Arrangements The Project Sponsor has secured the utilities access governmental approvals and other arrangements reasonably to be considered necessary for the undertaking of the Project

SECTION 2.7 No Construction Default Neither the Project Sponsor nor its contractor architect or engineer for the Project or any related project is in default of any agreement respecting the Project or a related project

SECTION 2.8 No Default There is no default on the part of the Project Sponsor under this Agreement or the Note and no event has occurred and is continuing which with notice or the passage of time would constitute a default under any part of this Agreement or the Note

SECTION 2.9 Governmental Purpose

2.9.1 All property provided by the Loan will be owned by the Project Sponsor in accordance with the rules governing the ownership of property for federal income tax purposes

2.9.2 The Project Sponsor is not party to any contracts with any person for the use or management of any facility provided with the proceeds of the Loan that do not conform to the guidelines set forth in Revenue Procedure 97-13

2.9.3 Payment of amounts due with respect to the Note will not be federally guaranteed within the meaning of Section 149 (b) of the Internal Revenue Code of 1986 as amended (the 'Code')

SECTION 2.10 Effect of Draw Request Each request for and acceptance of disbursement by the Project Sponsor shall be affirmation that the representations and warranties of this Agreement remain true and correct as of the date of the request and acceptance that no breach of other provisions hereof has occurred and that no adverse developments affecting the financial condition of the Project Sponsor or its ability to complete the Project or to repay the Loan plus interest have occurred since the date of this Agreement unless specifically disclosed in writing by the Project Sponsor in the request for disbursement Unless the Authority is notified to the contrary such affirmations shall continue thereafter

ARTICLE III

COVENANTS

SECTION 3 1 Contract Award, Construction Inspection and Completion

3 1 1 The Project Sponsor should not execute construction contracts or issue the notice to proceed with respect to the Project prior to receiving written approval from the Department to award construction contracts

3 1 2 The Project Sponsor shall provide and maintain competent and adequate engineering supervision and continuous inspection of the Project to insure that the construction conforms with the plans and specifications approved by the Department A monthly inspection report shall accompany each disbursement request

3 1 3 The Project Sponsor shall cause the Scope of Work identified in Appendix A to be completed pursuant to the Project Schedule also defined in Appendix A hereto The Project Sponsor shall require all contractors to satisfactorily complete all work within the time stated in the executed construction contract Extension of any contract completion date requires the Department s approval Any costs incurred as a result of a time extension which has not received approval by the Department shall not be eligible for loan participation

3 1 4 The Project Sponsor shall pay all costs to complete the Project not covered by the Loan and commits itself to complete the construction of the operable treatment works

SECTION 3 2 Disbursements The Project Sponsor shall receive and promptly disburse the funds to be provided hereunder as trust funds for the purpose of paying the eligible costs of the Project and for no other purpose

SECTION 3 3 Release of Responsibility The Project Sponsor shall undertake the Project on its own responsibility and shall release and hold harmless the Authority the Department the State and their officers members and employees from any claim arising in connection with the design construction or operation of the Project including any matter due solely to their negligence

SECTION 3 4 Other Agreements The Project Sponsor shall comply with all terms and conditions of any construction contracts architectural or engineering agreements trust indentures security deeds promissory notes loan agreements or the like affecting the Project The Project Sponsor shall require its construction contractor to furnish both a performance bond and payment bond in the full amount of the construction contract The requirement of such bonds shall be for the convenience of the Authority only and shall not be an undertaking by the Authority to the Project Sponsor or any third party

SECTION 3 5 Accounting and Auditing

3 5 1 Accounting The Project Sponsor shall account for the Project according to Generally Accepted Governmental Accounting Principles as defined by Statement 1 Government Accounting and Financial Reporting Principles National Council on Governmental Accounting 1979 as adopted by the Governmental Accounting Standards Board and revisions updates or successor thereto

3 5 2 Audit Within six (6) months of the end of each fiscal year of the Project Sponsor the Project Sponsor shall tender to the Authority an annual financial audit by a certified public accountant The conduct of the audit and the audit shall conform to Generally Accepted Governmental Accounting Principles as defined in the subsection 3 5 1 above and to Generally Accepted Auditing Standards as defined in Standards for Audit of Governmental Organizations, Programs, Activities, and Functions Comptroller General of the United States 1988 and revisions updates or successors thereto An audit as required by OMB Circular No A 133 Audits of States Local Governments and Non Profit Organizations may be necessary for each year program funds are disbursed to the Project Sponsor (CFDA Number 66 468)

SECTION 3 6 Insurance The Project Sponsor covenants and agrees that so long as any amount remains unpaid on the Note

(A) It will insure and at all times keep the Project insured against physical loss or damage with a responsible insurance company or companies authorized and qualified under the laws of the State of South Carolina to assume the risks insured against in an amount equal to the replacement cost of the Project

(B) It will secure adequate fidelity bonds (blanket or individual) of a surety company doing business in the State indemnifying the Project Sponsor against defalcation of all persons handling money derived from the Project or signing checks on any bank accounts relating to the Project

(C) All insurance policies shall be open to the inspection of the Authority at any reasonable time and

(D) All money received by the Project Sponsor as a consequence of any defalcation covered by any fidelity bond shall be used to restore the fund depleted by the defalcation All sums received by the Project Sponsor from insurance policies covering the Project may to the extent necessary be applied to the repair and replacement of the damaged or destroyed property but in the event that such money is not used for such purposes then the same shall be applied to payment of the Note

SECTION 3 7 Compliance with Governmental Authority The Project Sponsor shall comply with all environmental laws rules and other provisions of legal force and effect and all such other provisions which govern the construction or operation of the Project

SECTION 3 8 Disclosure of Events to Authority The Project Sponsor covenants that so long as any amount remains unpaid on the Note it will submit to the Authority event specific information within thirty days of an event adversely affecting more than five percent of tax revenues of the Project Sponsor or the special tax district established for the Project and any other information which is released to a municipal bond information repository service

SECTION 3 9 Procurement Requirements The Project Sponsor shall comply with all procurement requirements of law and to the extent compliance therewith does not contravene any provision of law applicable to the Project Sponsor shall comply with the procurement requirements set forth in Appendix C hereto

SECTION 3 10 Inspection and Information On reasonable notice the Authority or the Department shall have for its own convenience and benefit and without obligation to the Project Sponsor or any third party the right to audit the books and records of the Project Sponsor as they may pertain to or affect the Project and this Agreement and to enter upon the premises to inspect the Project The Project Sponsor shall cause its architects engineers contractors and auditors to cooperate during such inspections including making available any documents records reports or other materials pertinent to the Project and the inspection The Project Sponsor shall comply with all reasonable requests by the Authority or the Department for information pertaining to the Project Sponsor s compliance with this Agreement

SECTION 3 11 Consent to Changes Without consent of the Authority and Department the Project Sponsor shall make no modifications or changes to the Project or allow to continue any defect which would damage or reduce the value of the Project The Project Sponsor shall not divide the Project into component projects in order or in effect so as to defeat the provisions of this Agreement The Project Sponsor covenants that it shall remain the owner of the Project and agrees that it will not convey transfer mortgage or otherwise encumber the Project during the term of this Agreement without the express prior written approval of the Authority

SECTION 3 12 Governmental Purpose The Project Sponsor specifically covenants that

3 12 1 It shall not permit the proceeds of the Loan (or the Project) to be used in any manner that would result in (a) ten percent (10%) or more of such proceeds being considered as having been used directly or indirectly in any trade or business carried on by any natural person or in any activity carried on by a person other than a natural person other than a governmental unit as provided in Section 141 (b) of the Code or (b) five percent (5%) or more of such proceeds being considered as having been used directly or indirectly to make or finance loans to any person other than a governmental unit as provided in Section 141 (c) of the Code

3 12 2 It will not enter into any contracts with any person for the use or management of any facility provided with the proceeds of the Loan that do not conform to the guidelines set forth in Revenue

Procedure 97 13 as modified by subsequent pronouncements of the United States Treasury Department applicable thereto

3.12.3 It will not sell or lease the Project to any person unless it obtains the prior written approval of the Authority and

3.12.4 The Note will not be federally guaranteed within the meaning of Section 149(b) of the Code

ARTICLE IV

SECURITY

SECTION 4 1 Pledge of Full Faith and Credit Order of Tax Levy For the payment of the principal of and interest on the Note as the same shall become due and payable and for the creation of such sinking fund as may be necessary therefor the full faith credit and taxing power of the Project Sponsor are hereby irrevocably pledged There shall be levied annually by the County Auditor of Lexington County and collected by the County Treasurer of Lexington County in the same manner as all other ad valorem taxes are levied and collected a tax without limit on all taxable property in the Isle of Pines Water District a special tax district established pursuant to Ordinance No _____ enacted by the Project Sponsor on _____ 2004 sufficient to pay the principal of and interest on the Note as the same shall become due and payable and to create such sinking fund as may be necessary therefor

SECTION 4 2 Notice to Levy Tax The Auditor and Treasurer of Lexington County shall be notified of the issuance of the Note and directed to levy and collect or cause to be levied and collected respectively upon all taxable property in the Isle of Pines Water District an annual tax sufficient to meet the payment of the principal of and interest on the Note as the same shall become due and payable and to create such sinking fund as may be necessary therefor

SECTION 4 3 Additional Security Upon any failure of the Project Sponsor to make any payment to the Authority in accordance with the provisions of the Note and this Agreement the Authority shall without further action require the State Treasurer to pay to the Authority subject to provisions of the Act the amount of state appropriations as the Project Sponsor may become entitled to until all delinquent payments under the Note have been paid

ARTICLE V

EVENTS OF DEFAULT

SECTION 5.1 Events of Default The following occurrences shall constitute Events of Default hereunder

(A) The Project Sponsor fails to comply with any of the covenants terms and conditions made in this Agreement

(B) The Project Sponsor fails to pay any amount due on the Note at the time and in the manner provided in the Note and this Agreement

(C) Any representation warranty or statement made by the Project Sponsor in this Agreement or in connection with it or the Loan shall be or become untrue incorrect or misleading in any material respect

(D) The Project Sponsor makes an assignment for benefit of creditors files a petition in bankruptcy is adjudicated insolvent or bankrupt petitions for appointment of a receiver or trustee for any substantial part of its property or is the subject of such a petition or commences or has commenced against it or its property (a) any similar proceeding under any bankruptcy law or other debtor relief or similar law or (b) any foreclosure of any mortgage or similar implementation of a trust indenture or like instrument

(E) Dissolution of the existence of the Project Sponsor

(F) Any legal or equitable action is commenced against the Project Sponsor which if adversely determined could reasonably be expected to impair substantially the ability of the Project Sponsor to perform each and every obligation under this Agreement

(G) Construction of the Project is not carried out with reasonable dispatch ceases and is not resumed for forty five (45) days or is abandoned and

(H) The Authority reasonably suspects the occurrence of any default or Event of Default by the Project Sponsor and following request by the Authority the Project Sponsor fails to provide evidence reasonably satisfactory to the Authority that such default or Event of Default has not in fact occurred

ARTICLE VI

REMEDIES

SECTION 6.1 Remedies and Enforcement of Remedies Upon the occurrence and continuance of any Event of Default the Authority may proceed forthwith to protect and enforce its rights by such suits actions or proceedings as the Authority shall deem expedient including but not limited to

(A) Requiring the Project Sponsor to carry out its duties and obligations under the terms of this Agreement and under the Act

(B) Suit upon all or any part of the Note

(C) Civil action to require the Project Sponsor to account as if it were the trustee of an express trust for the Authority

(D) Civil action to enjoin any acts or things which may be unlawful or in violation of the rights of the Authority and

(E) Enforcement of any other right of the Authority including the right to require the levy and collection of sufficient taxes to provide for the payment of all amounts due for payment of the Note

SECTION 6.2 Remedies Not Exclusive No remedy by the terms of this Agreement conferred upon or reserved to the Authority is intended to be exclusive of any other remedy but each and every such remedy shall be cumulative and shall be in addition to every other remedy given under this Agreement or existing at law or in equity or by statute (including the Act) on or after the date hereof

SECTION 6.3 Termination of Proceedings In case any proceeding taken by the Authority on account of any Event of Default shall have been discontinued or abandoned for any reason or shall have been determined adversely to the Authority the Authority and the Project Sponsor shall be restored to their former positions and rights hereunder and all rights remedies and powers of the Authority shall continue as if no such proceeding had been taken

ARTICLE VII

SPECIAL REVOLVING FUND PROVISIONS

SECTION 7.1 Compliance The Project Sponsor agrees that no date reflected in this Agreement or in the project completion schedule or extension of any such date shall modify any compliance date established in an NPDES permit. It is the Project Sponsor's obligation to request any required modification of applicable permit terms or other enforceable requirements.

SECTION 7.2 Standard Conditions The Project Sponsor acknowledges and agrees to comply with the following Federal and/or State requirements:

(A) The Project Sponsor shall provide access to the project work whenever it is in preparation or progress and provide proper facilities for access and inspection. The Project Sponsor shall allow the Regional Administrator, the Comptroller General of the United States, the Department and the Authority or any authorized representative to have access to any books, documents, plans, reports, papers, and other records of the contractor which are pertinent to the Project for the purpose of making audit, examination, excerpts, copies, and transcriptions.

ARTICLE VIII

GENERAL CONDITIONS

SECTION 8 1 No Waiver No disbursements shall waive any provision of this Agreement or the Note or preclude the Authority from declaring a default if the Project Sponsor is unable to satisfy any such provisions or perform hereunder

SECTION 8 2 Satisfactory Proceedings All proceedings taken in connection with transactions provided for in this Agreement shall be satisfactory to the Authority

SECTION 8 3 Evidence Any condition of this Agreement which requires a submission of evidence of the existence or nonexistence of facts shall imply as a condition the existence or nonexistence as the case may be of such fact or facts and the Authority shall at all times be free independently to establish to its satisfaction and in its absolute discretion such existence or nonexistence

SECTION 8 4 No Beneficiaries All conditions of the obligations of the Authority to make disbursements are imposed solely and exclusively for its benefit its successors and assigns and no other person shall have standing to require satisfaction of such conditions or to assume that the Authority will refuse to make disbursements in the absence of strict compliance No person shall be deemed the beneficiary of any such conditions or any other provisions of this Agreement

SECTION 8 5 Review and Inspection of Work Any audit or review of plans and specifications and any inspection of the work shall be for the convenience of the Authority and Department only in order to determine that they are within the approved scope of the Project No such review and inspection approvals and disapprovals shall be an undertaking by the Authority or Department of responsibility for design or construction

SECTION 8 6 Notices All notices hereunder shall be in writing and shall be deemed to have been sufficiently given or served for all purposes when presented personally or sent by registered or certified mail to the other party hereto with instruction to show to whom delivered and return receipt requested addressed as follows

If to the Project Sponsor

Lexington County
212 South Lake Drive
Lexington South Carolina 29072

Attention County Administrator

If to the Authority

South Carolina Water Quality Revolving Fund
Authority
c/o Office of Local Government SRF
South Carolina State Budget and Control Board
1201 Main Street Suite 910
Columbia South Carolina 29201
Attention Patricia A Comp

Each party may notify the other by the same process of any change of such address. Loan requests and disbursements and other routine loan administration may be conducted by regular mail.

SECTION 8 7 No Joint Venture, Etc. The Authority is not a partner, joint venturer, or in any other way a party to the Project. The Authority shall not be in any way liable or responsible by reason of the provisions hereof to the Project Sponsor or any third party for the payment of any claims in connection therewith.

SECTION 8 8 Assignment. This Agreement may not be assigned by the Project Sponsor without the prior written consent of the Authority. The Authority may assign the Note and this Agreement and any such holder and assignee of same shall succeed to and be possessed of the same rights as the Authority under both to the extent so transferred or assigned.

SECTION 8 9 Entire Agreement. This Agreement and the Note contain the entire terms of this Agreement and transaction. They may not be changed, waived or discharged in whole or in part, except by written instrument executed by the party sought to be charged therewith.

SECTION 8 10 Continuity. This Agreement shall be binding upon the legal representatives, successors and assigns of each party and shall inure to their benefit, provided, however, that nothing herein said shall be deemed to limit any restriction on assignment impressed upon the Project Sponsor.

SECTION 8 11 South Carolina Contract. This Agreement shall be governed by and construed in accordance with the laws of the State of South Carolina.

SECTION 8 12 Limitations on Actions by Project Sponsor. No action shall be commenced by the Project Sponsor against the Authority for any claim under this Agreement unless notice thereof, specifically setting forth the claim, shall have been given to the Authority within thirty (30) days after the occurrence of the event or omission which the Project Sponsor alleges gave rise to such claim. Failure to give such notice shall constitute a waiver of any such claim. Liability of the Authority to the Project Sponsor for any breach of the terms of this Agreement shall not exceed a sum equal to the amount which the Authority shall have failed to disburse in consequence of a breach by the Authority of its obligations under this Agreement. Upon the making of any such payment by the Authority to the Project Sponsor, it shall be treated as a disbursement under this Agreement.

SECTION 8 13 Counterparts. This Agreement is executed in two counterparts, which are separately numbered, but each of which is deemed an original of equal dignity with the other and which is deemed one and the same instrument as the other.

SECTION 8 14 Appendices. The appendices attached to this Agreement are a part of it.

SECTION 8 15 Special Conditions. The Statements of Special Conditions in Appendix D shall govern the matters they address.

SECTION 8 16 Time of Essence. Time is of the essence of this Agreement.

SECTION 8.17 Severability If any provision of this Agreement or any portion thereof should be ruled void, invalid, unenforceable or contrary to public policy by any court of competent jurisdiction, any remaining provisions of this Agreement shall survive and be applied, and together with the invalid or unenforceable portion shall be construed or reformed to preserve as much of the original words, terms, purpose and intent as shall be permitted by law.

IN WITNESS WHEREOF the Project Sponsor and the Authority have caused these presents to be signed sealed and delivered all as of the date hereof

LEXINGTON COUNTY

(SEAL)

By _____

Name _____

Title _____

Attest

Its _____

SOUTH CAROLINA WATER QUALITY REVOLVING FUND AUTHORITY

By _____

Michael S Gullede Director
Office of Local Government
South Carolina State Budget and Control Board

SCOPE OF WORK

Project Sponsor Lexington County

Project Name Isle of Pines Water System

Loan Number X3 019 04 3210008 01

Installation of approximately 4 058 linear feet of 4 inch C900 CL150 PVC piping 415 linear feet of 2 inch CL200 PVC piping with 37 service connections and all necessary appurtenances

PROJECT BUDGET

Project Sponsor Lexington County
Project Name Isle of Pines Water System
Loan Number X3 019 04 3210008 01

<u>ITEM</u>	<u>SRF LOAN</u>	<u>TOTAL ELIGIBLE COSTS</u>
Planning and Design Engineering	\$ 6 000	\$ 6 000
Legal and Appraisal Fees	23 000	23 000
SRF Loan Closing Fee	1 569	1 569
Construction	64 885	64 885
Construction Contingency	3 244	3 244
Construction Inspection and Engineering	<u>7,500</u>	<u>7,500</u>
TOTAL	\$106 198	\$106 198

SUBJECT TO REVISION PRIOR TO CLOSING

PROJECT SCHEDULE

Project Sponsor Lexington County
Project Name Isle of Pines Water System
Loan Number X3 019 04 3210008 01

<u>ACTION</u>	<u>DATE</u>
Bid Opening	July 15 2004
Contract Execution	September 15 2004
Notice to Proceed	September 20 2004
Start of Construction	October 4 2004
DHEC Permit to Operate	December 7 2004

SUBJECT TO REVISION PRIOR TO CLOSING

REPAYMENT SCHEDULE

Project Sponsor Lexington County
Project Name Isle of Pines Water System
Loan Number X3 019 04 3210008 01

Loan Amount	\$106 198	Payment Initiation Date	January 1 2005
Interest Rate	1 00% per annum	First Payment Due Date	April 1 2005
Loan Term	15 years	Payment Frequency	Quarterly

- (1) Prior to the Payment Initiation Date amounts disbursed shall bear interest from the date of the Authority's check for each disbursement and accrued interest only shall be due on the Payment Initiation Date
- (2) Repayment of the principal and interest shall be due in 60 installments commencing on the first day of the third month after the month of the Payment Initiation Date and continuing quarterly on the first day of each third month thereafter
- (3) Repayment shall be in 59 equal installments in the amount of One Thousand Nine Hundred Eight and 24/100 Dollars (\$1 908 24) each and one final installment in the amount of One Thousand Nine Hundred Eight and 15/100 Dollars (\$1 908 15)

SUBJECT TO REVISION PRIOR TO CLOSING

Project Sponsor Lexington County

Loan Number Isle of Pines Water System

PROCUREMENT REQUIREMENTS

Recycled Funds

- I Prior to construction contract award the Project Sponsor shall
 - A Advertise publicly in local newspapers of general circulation MBE/WBE publications and statewide or regional newspapers of general circulation Advertise for a minimum of thirty (30) days in advance of bid opening
 - B Modify bid documents only by written addenda which require prior Department approval
 - C Utilize competitive sealed construction bids
 - D Require one hundred percent (100%) payment and performance bonds
 - E Require the contractor during construction to provide fire extended coverage vandalism and malicious mischief insurance equal to the actual value of the insured property
 - F Require at least a five percent (5%) bid bond or certified check
 - G Hold a public bid opening
 - H If other funding sources are included which have stricter bidding requirements or if applicable Federal State or local laws or ordinances have stricter requirements these stricter requirements govern
 - I Within 14 days after bid opening provide the Department with the following
 - 1 Project construction summary form
 - 2 A certified copy of the advertisement with date(s) of publication
 - 3 Detailed bid tabulation certified by Project Sponsor s engineer
 - 4 Proposal of successful bidder(s)
 - 5 Bid bond
 - 6 Engineer s award recommendation of low bidder(s) to Project Sponsor If the award is recommended to other than the low bidder(s) provide justification for decision
 - 7 Certified copy of Project Sponsor s tentative award resolution
 - 8 Documentation outlining how the Project Sponsor will provide continuous inspection during construction such as
 - a an executed engineering service agreement or
 - b a contract with an independent construction inspector or
 - c a statement from the Project Sponsor that construction inspection will be performed by the sponsor s staff (force account work is not eligible for SRF funding)
 - J Receive Department approval to award the construction contract(s)
- II Subsequent to construction contract award the Project Sponsor shall submit the following to the Department as proof of compliance with procurement requirements
 - A Executed contract documents
 - B Notice to Proceed

C Monthly Construction Inspection Reports

- III Subsequent to contract award the Project Sponsor shall submit the following for Department review and approval on any proposed change orders
- A Need for the change
 - B Clear description of the change
 - C Cost and pricing data
 - D Documentation of negotiation
 - E For claims information showing the claim did not result from the Project Sponsor s or contractor s mismanagement

SPECIAL CONDITIONS

Project Sponsor Lexington County
Project Name Isle of Pines Water System
Loan Number X3 019 04 3210008 01

None

STATE OF SOUTH CAROLINA

APPENDIX E

COUNTY OF LEXINGTON

**PROMISSORY NOTE TO SOUTH CAROLINA
WATER QUALITY REVOLVING FUND AUTHORITY FOR
SOUTH CAROLINA DRINKING WATER
REVOLVING LOAN FUND LOAN**

LEXINGTON COUNTY SOUTH CAROLINA GENERAL OBLIGATION BOND 2004
(ISLE OF PINES SEWER SYSTEM)

FOR VALUE RECEIVED Lexington County (the "*Project Sponsor*") promises to pay to the order of the South Carolina Water Quality Revolving Fund Authority (the '*Authority* ') the principal sum owing from time to time by the Project Sponsor pursuant to and in accordance with the Loan Agreement (the '*Agreement* ') the terms of which are incorporated herein by reference between the Project Sponsor and the Authority relating to Loan Number X3 019 04 3210008 01 Isle of Pines Water System principal sum rate of interest and amount and due date of payments thereunder being set forth in Appendix B to the Loan Agreement The records of the Authority with respect to the date and amount of payments on this Note shall be conclusive as to such matters Interest shall be computed on a three hundred sixty five day year basis and compounded annually the principal of this Note and any installment thereof shall bear interest until paid in full

Time is of the essence of this Note

The Project Sponsor may prepay the outstanding principal balance of this Note in whole or in part together with any accrued interest thereon at any time without penalty or premium all such prepayments shall be applied against principal installments due on this Note in the inverse order of the maturity dates thereof

All payments of principal and interest shall be made in money of the United States at the office of the Authority in Columbia South Carolina or at such place as the Authority may designate in writing and shall be made in funds immediately available in Columbia South Carolina

The Project Sponsor agrees to pay at the time any such late payment hereunder is made a late charge of three percent (3%) of any payment not made on or before the tenth day of the month in which such payment is due Interest which accrues after maturity of this Note or after its earlier acceleration shall be due and payable upon demand

Payments shall be applied first to any late charge then to interest then to principal There is no intent for any payment to exceed any legal limit on interest if any such legal limit applies If an excess sum occurs it shall be applied to principal unless the Project Sponsor elects its return in writing

For the prompt payment of both the principal of and interest on this Note as the same shall become due the full faith credit and taxing power of the Project Sponsor are irrevocably pledged

The failure of the Project Sponsor to make any payment of principal or interest or both shall not constitute a default until thirty (30) days following the due date but the Authority shall have no obligation to give the Project Sponsor notice of any failure to make such payments Upon any such payment default the Authority shall immediately avail itself of the provisions of Section 4.3 of the Agreement relating to additional security for payment of amounts due on this Note

The Project Sponsor waives presentment for payment demand protest and notice of non payment Neither a failure to accelerate for default nor acceptance of a past due installment shall be a novation of this Note or constitute a waiver of the right to insist upon strict compliance with it and any related agreements and documents

The Project Sponsor shall pay all costs of collection including but not limited to reasonable attorney's fees if the Authority endeavors to collect this Note in any manner through an attorney at law The rights and remedies of the Authority provided in this Note are cumulative and not exclusive of any other rights and remedies afforded the Authority by law or by any other document

This Note shall be governed by and construed and interpreted in accordance with the laws of the State of South Carolina

IN WITNESS WHEREOF the Project Sponsor has caused this Note to be executed under its seal and to be registered in the name of the South Carolina Water Quality Revolving Fund Authority as of this ____ day of _____ 2004

LEXINGTON COUNTY

[SEAL]

By _____

Typed Name _____

Title _____

Attest

Its _____

EXHIBIT C

[ISLE OF PINES WATER SYSTEM NOTE]

STATE OF SOUTH CAROLINA

APPENDIX E

COUNTY OF LEXINGTON

**PROMISSORY NOTE TO SOUTH CAROLINA
WATER QUALITY REVOLVING FUND AUTHORITY FOR
SOUTH CAROLINA DRINKING WATER
REVOLVING LOAN FUND LOAN**

LEXINGTON COUNTY SOUTH CAROLINA GENERAL OBLIGATION BOND 2004
(ISLE OF PINES SEWER SYSTEM)

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Payments shall be applied first to any late charge then to interest then to principal There is no intent for any payment to exceed any legal limit on interest if any such legal limit applies If an excess sum occurs it shall be applied to principal unless the Project Sponsor elects its return in writing

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This Note shall be governed by and construed and interpreted in accordance with the laws of the State of South Carolina

IN WITNESS WHEREOF the Project Sponsor has caused this Note to be executed under its seal and to be registered in the name of the South Carolina Water Quality Revolving Fund Authority as of this ____ day of _____ 2004

LEXINGTON COUNTY

[SEAL]

By _____

Typed Name _____

Title _____

Attest

Its _____

[ISLE OF PINES SEWER SYSTEM LOAN AGREEMENT]

LOAN AGREEMENT

between

SOUTH CAROLINA WATER QUALITY REVOLVING FUND AUTHORITY

and

LEXINGTON COUNTY

Dated

_____ 2004

relating to

Isle of Pines Sewer System

South Carolina Water Pollution Control Revolving Fund

Loan Number X1 094 04 740 01

No ____ of Two Executed Original Counterparts

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LOAN AGREEMENT

THIS LOAN AGREEMENT is entered into as of the ___ day of _____ 2004 between the SOUTH CAROLINA WATER QUALITY REVOLVING FUND AUTHORITY a public instrumentality of the State of South Carolina (the "*Authority*") and LEXINGTON COUNTY a political subdivision of the State of South Carolina (the '*Project Sponsor*')

WITNESSETH

WHEREAS the Authority is authorized by Title 48 Chapter 5 Code of Laws of South Carolina 1976 as amended (the "*Act*") to administer the South Carolina Water Pollution Control Revolving Fund (the '*Fund*') for the purpose of assisting Project Sponsors (as defined in the Act) in the construction of among other things publicly owned treatment works as defined in the Federal Water Pollution Control Act Chapter 26 Title 33 United States Code as amended and

WHEREAS the South Carolina Department of Health and Environmental Control (the *Department*) is authorized by the Act to among other things develop a priority system and prepare an annual plan to insure compliance with the Federal Water Pollution Control Act and

WHEREAS the Authority is authorized by the Act to enter into Loan Agreements (as defined in the Act) with Project Sponsors in order to finance Projects (as defined in the Act) and

WHEREAS the Act authorizes Project Sponsors among other things to undertake Projects to receive assistance in the financing of such Projects by way of loans made from the Fund and to enter into loan agreements providing for the repayment of amounts received from the Fund together with interest thereon and

WHEREAS the Project Sponsor proposes to acquire and construct the facilities described in Appendix A hereto (the *Project*) and

WHEREAS the Project Sponsor proposes to finance the Project with a loan from the Fund such loan to be secured by the full faith credit and taxing power of the Project Sponsor

NOW THEREFORE BE IT AGREED AS FOLLOWS

ARTICLE I

LOAN

SECTION 1.1 Loan Made and Accepted, Repayment In consideration of the mutual promises of this Agreement and upon and subject to its terms and conditions the Authority agrees to make and the Project Sponsor agrees to accept the loan herein provided for (the '*Loan*') The obligation of the Project Sponsor to repay the Loan and interest thereon is evidenced by this Agreement and a promissory note (the '*Note*') registered in the name of the Authority The amount of the Loan (the "*Loan Amount*") the interest rate on the Loan and the repayment schedule with respect to the Loan (the '*Repayment Schedule*') shall be as set forth in Appendix B hereto as may be changed or modified pursuant to Section 1.4 hereof the terms and form of the Note are set out in Appendix E The Project Sponsor shall make payments with respect to the Loan at the times and in the amounts set forth in Appendix B as modified on the due date of any such payment

SECTION 1.2 Purpose Limited to Project The Project Sponsor shall use the proceeds of the Loan only to pay the actual eligible costs of the Project The Project is described in Appendix A and more specifically as approved in the Project files of the Department Except to the extent otherwise approved in writing by the Authority only the costs shown in the Project budget set forth in Appendix A shall be allowed and only in the amounts provided for each category Costs of construction shall be allowed only for work called for in plans and specifications approved by the Department Proceeds may not be used to pay for labor performed by employees of the Project Sponsor but may be used to pay for materials installed by them

SECTION 1.3 Disbursements

1.3.1 The Authority shall make and the Project Sponsor shall accept full or partial disbursements only against incurred actual eligible costs up to the Loan Amount and by category as provided in this Agreement

1.3.2 For purposes of making requests for disbursement and representing the Project Sponsor in all administrative matters pertaining to administration of this Agreement the Project Sponsor shall designate a single officer or employee (the '*Sponsor Representative*') prior to the first disbursement request

1.3.3 In those cases when the Project Sponsor has paid the incurred Project costs and is seeking reimbursement for payment of such costs theretofore paid by the Project Sponsor any check for disbursement from the Fund for reimbursement to the Project Sponsor shall be drawn and mailed to the Project Sponsor In those cases when the Project Sponsor is seeking funds with which to pay incurred project costs any check for disbursement from the Fund to pay such costs may at the option of the Authority be drawn to the Project Sponsor alone or jointly to the Project Sponsor and contractor engaged by the Project Sponsor for the Project Such check will be mailed to the Project Sponsor

1 3 4 Before any disbursement the Project Sponsor shall execute any documents requested by the Authority reasonably necessary or convenient to the foregoing and shall have satisfied all conditions of Section 1 6 hereof

1 3 5 Requests for disbursement may be made only after the costs for which the draw is requested have been incurred The Project Sponsor may not request a disbursement until all construction contracts are signed The first request for disbursement submitted by the Project Sponsor pursuant to this Agreement shall include an amount for incurred construction costs and all amounts requested by the Project Sponsor for payment or reimbursement of amounts set forth in any of the categories Planning and Design Engineering Land Acquisition and Legal and Appraisal Fees which appear in the Project Budget in Appendix A hereto The Project Sponsor shall not request disbursement against retainage until retainage is paid and shall not request disbursement for change orders unless such change orders have been approved by the Department Unless the Authority otherwise approves when the Project budget indicates that the Loan shall bear only a portion of the eligible costs of the Project or a portion of certain itemized costs any draw shall not exceed the same proportion of such costs reported for disbursement

1 3 6 Requests for disbursement shall be made on forms of the Department unless the Authority or Department otherwise directs and shall be accompanied by such invoices and other proofs as the Authority and Department may reasonably require The final disbursement shall not be released until the Permit to Operate is issued by the Department No disbursement requests will be accepted more than one hundred twenty (120) days after the date of such Permit to Operate

1 3 7 The Authority may require that each draw request shall be submitted to the Authority and Department at least twenty one (21) days before the day disbursement is needed and may limit draw requests to one per month The Authority will exert its best efforts to mail its check in response to a disbursement request within twenty one (21) days of receiving such request but no assurance is given by the Authority that such schedule will be met and the Authority shall incur no liability to any Project Sponsor Processing on shorter notice or faster schedule shall not amend this provision

SECTION 1 4 Changes in Payment Initiation Date, the Loan Amount and Repayment Schedule

1 4 1 The Loan Amount has been determined in part upon the basis of the projected cost of the Project as shown in Appendix A The Payment Initiation Date shown in Appendix B (the *Payment Initiation Date*) is determined by a combination of factors including but not limited to the expected Project schedule shown in Appendix A Appendix B shows the Repayment Schedule anticipated by the parties on this basis and provides for repayment of the Loan including interest thereon in sixty (60) equal or approximately equal quarterly payments beginning on the first day of the third month after the month of the Payment Initiation Date The Loan Amount the Payment Initiation Date and the Repayment Schedule may be changed but only as provided in paragraph 1 4 2 below

1.4.2 (a) At the written request of the Project Sponsor submitted to the Authority no later than sixty (60) days prior to the original Payment Initiation Date in Appendix B the Payment Initiation Date may be extended once by the Authority to any date not later than the earlier to occur of (i) six (6) months from the original Payment Initiation Date in Appendix B or (ii) thirty (30) months from the first day of the month following the date of this Agreement or (iii) the first day of the month following the date of the permit issued by the Department for the operation of the Project

(b) In the event the permit to operate the Project is issued by the Department more than one (1) month prior to the Payment Initiation Date stated in Appendix B the Authority shall require that either the Payment Initiation Date be accelerated to the first day of the month following the date of the permit issued by the Department for the operation of the Project or the term of the loan be shortened by a minimum of three (3) months

(c) The Project Sponsor may request that the Loan Amount be increased by including in principal on the Payment Initiation Date the interest which has accrued on amounts theretofore advanced from the Fund Any such request shall be submitted in writing to the Authority by the Project Sponsor not less than thirty (30) days prior to the Payment Initiation Date

(d) The Authority or the Project Sponsor may initiate a reduction to the Loan Amount at any time there is a determination that a lesser amount is required for completion of the Project

(e) The initial Repayment Schedule with respect to the Loan set forth in Appendix B shall be modified to reflect (i) changes in the Loan Amount (ii) extension or acceleration of the Payment Initiation Date and (iii) any other modification thereto agreed to by the Authority and the Project Sponsor

(f) Modification of the Repayment Schedule resulting from a change in the Loan Amount subsequent to the Payment Initiation Date shall be made such that

(i) at the time of final disbursement pursuant to Section 1.3 the Authority shall determine the final Loan Amount

(ii) a revised Repayment Schedule shall be calculated by the Authority based on the final Loan Amount the interest rate set forth in Appendix B and payment in sixty (60) equal or substantially equal quarterly installments beginning on the first day of the third month after the month of the Payment Initiation Date and

(iii) any difference between the amount theretofore paid by the Project Sponsor prior to the revision of the Repayment Schedule and the amount which would have been paid had the revised schedule been in effect from and after the Payment Initiation Date shall be credited against the next payment or payments due under the revised Repayment Schedule

(g) For purposes of the Repayment Schedule any amounts disbursed subsequent to the Payment Initiation Date shall be considered to have been advanced on the Payment Initiation Date

1.4.3 Any change in the Loan Amount extension or acceleration of the Payment Initiation Date or modification of the Loan Repayment Schedule shall be documented administratively by notice under this Agreement and shall be reflected in the substitution of a revised Appendix B hereto reflecting any such change or modification. In connection with any such change or modification the Authority may but need not impose new terms and conditions including cancellation of the Note and execution of a new Note

SECTION 1.5 Deadline for Borrowing and Termination of Promise to Lend The Authority in its sole discretion may terminate its promise to lend all or any unadvanced portion of the Loan Amount which has not been advanced if

1.5.1 The Project Sponsor has not entered into a construction contract with respect to the Project within six (6) months of the date of this Agreement or

1.5.2 The Project Sponsor does not request disbursement of the unborrowed balance of the Loan Amount on or before the one hundred twentieth (120th) day following the date of the permit issued by the Department for the operation of the Project or

1.5.3 An Event of Default (as defined in Section 5.1 hereof) occurs (in which event the remedies for default likewise shall be available) or

1.5.4 A circumstance arises or becomes known which in the Authority's sole discretion and opinion (a) substantially impairs the ability of the Project Sponsor to complete the Project to operate the Project or to repay the Loan or (b) substantially impairs the merit of the Project

SECTION 1.6 Conditions Precedent to Disbursement of Loan Proceeds In addition to any other conditions herein provided the Authority's obligation hereunder to make disbursements from the Fund for advances on the Loan shall be subject to satisfaction of the following conditions

1.6.1 The Project Sponsor's representations and warranties shall remain true and correct

1.6.2 No Event of Default shall have occurred under this Agreement or the Note

1.6.3 The Project Sponsor has complied with the requirements of Sections 1.3, 1.4 and 1.5 hereof and

1.6.4 There shall be on deposit in any debt service reserve fund required by this Agreement the amount required at such time to be on deposit therein

1.6.5 The initial draw request if received more than 120 days after the date of this Agreement shall also be accompanied by the following

(a) Evidence of the establishment of any debt service reserve fund required by this Agreement and the deposit therein of such amounts as shall be required by this Agreement and

(b) A letter to the Authority from counsel for the Project Sponsor to the effect that the Project Sponsor has received its fully executed counterpart of this Agreement from the Authority that no intervening circumstances or other factors detracted from the Project Sponsor's execution and delivery of this Agreement before its subsequent execution by the Authority that the Note has been duly authorized executed and delivered that the opinions expressed in the letter of counsel submitted to the Authority by the Project Sponsor with this Agreement remain valid including without limitation the advice that this Agreement and the Note are authorized binding and of full force and effect and that the Project Sponsor has filed a transcript of proceedings with respect to the Note and its obligations under this Agreement in accordance with Section 11-15-10 Code of Laws of South Carolina 1976 as amended Such opinion shall also address such other matters as may be requested by the Authority

ARTICLE II

REPRESENTATIONS AND WARRANTIES

The Project Sponsor represents and warrants to the Authority as follows

SECTION 2 1 Status of Project Sponsor The Project Sponsor is a political subdivision of the State authorized to acquire and construct the Project and to operate the Project and provide wastewater treatment services

SECTION 2 2 Financial Statements The financial statements of the Project Sponsor delivered to the Authority are true and correct in all respects have been prepared in accordance with generally accepted accounting principles for units of government consistently applied and fairly present the respective financial condition of the subjects thereof as of the respective dates thereof No material adverse change has occurred in the financial conditions reflected in the statements since their date and no additional borrowing has been made by the Project Sponsor since then other than borrowing specifically disclosed and approved by the Authority All other information submitted by the Project Sponsor in support of its application for this Loan is true and correct as of the date of this Agreement and no material adverse change with respect to the Project Sponsor has occurred

SECTION 2 3 Pending Litigation There are no actions suits or proceedings at law or in equity in court or before any governmental or administrative agency either pending or to the knowledge of the Project Sponsor reasonably to be considered threatened which may impair the validity or enforceability of the Note or this Agreement or the Project Sponsor's ability to repay the Loan or to construct and operate the Project

SECTION 2 4 No Conflicting Transactions Consummation of the transactions hereby contemplated and performance of this Agreement will not result in any breach of or constitute a default under any deed to secure debt mortgage deed of trust indenture security agreement lease bank loan or credit agreement municipal charter ordinances contracts or other instruments to which the Project Sponsor is a party or by which it may be bound or affected

SECTION 2 5 Ownership of Premises The Project Sponsor owns in fee simple the real property which presently constitutes or which will constitute the main operating facilities of the Project and further owns in fee simple or by sufficient easement the real property upon across or under which the Project Sponsor has or will have its collection or trunk lines manholes pump stations and the like including those to be a part of the Project Property of which the Project Sponsor has taken possession pursuant to Section 28 2 90 of the South Carolina Eminent Domain Procedure Act (Title 28 Chapter 2 Code of Laws of South Carolina 1976 as amended) and in connection with which no action pursuant to Section 28 2 470 of such Act has been instituted within thirty (30) days of the Condemnation Notice with respect to such property shall be deemed owned in fee simple by the Project Sponsor pursuant to this Section 2 5 The Project Sponsor has good record title to the real property described above (or has possession pursuant to the

Eminent Domain Procedure Act as described above) with only such exceptions of record as do not limit the fee simple ownership and do not and will not interfere with the full use and enjoyment of the premises by the Project Sponsor

SECTION 2 6 Other Project Arrangements The Project Sponsor has secured the utilities access governmental approvals and other arrangements reasonably to be considered necessary for the undertaking of the Project

SECTION 2 7 No Construction Default Neither the Project Sponsor nor its contractor architect or engineer for the Project or any related project is in default of any agreement respecting the Project or a related project

SECTION 2 8 No Default There is no default on the part of the Project Sponsor under this Agreement or the Note and no event has occurred and is continuing which with notice or the passage of time would constitute a default under any part of this Agreement or the Note

SECTION 2 9 Governmental Purpose

2 9 1 All property provided by the Loan will be owned by the Project Sponsor in accordance with the rules governing the ownership of property for federal income tax purposes

2 9 2 The Project Sponsor is not party to any contracts with any person for the use or management of any facility provided with the proceeds of the Loan that do not conform to the guidelines set forth in Revenue Procedure 97 13

2 9 3 Payment of amounts due with respect to the Note will not be federally guaranteed within the meaning of Section 149 (b) of the Internal Revenue Code of 1986 as amended (the ' Code ')

SECTION 2 10 Effect of Draw Request Each request for and acceptance of disbursement by the Project Sponsor shall be affirmation that the representations and warranties of this Agreement remain true and correct as of the date of the request and acceptance that no breach of other provisions hereof has occurred and that no adverse developments affecting the financial condition of the Project Sponsor or its ability to complete the Project or to repay the Loan plus interest have occurred since the date of this Agreement unless specifically disclosed in writing by the Project Sponsor in the request for disbursement Unless the Authority is notified to the contrary such affirmations shall continue thereafter

ARTICLE III

COVENANTS

SECTION 3 1 Contract Award, Construction Inspection and Completion

3 1 1 The Project Sponsor should not execute construction contracts or issue the notice to proceed with respect to the Project prior to receiving written approval from the Department to award construction contracts

3 1 2 The Project Sponsor shall provide and maintain competent and adequate engineering supervision and continuous inspection of the Project to insure that the construction conforms with the plans and specifications approved by the Department. A monthly inspection report shall accompany each disbursement request

3 1 3 The Project Sponsor shall cause the Scope of Work identified in Appendix A to be completed pursuant to the Project Schedule also defined in Appendix A hereto. The Project Sponsor shall require all contractors to satisfactorily complete all work within the time stated in the executed construction contract. Extension of any contract completion date requires the Department's approval. Any costs incurred as a result of a time extension which has not received approval by the Department shall not be eligible for loan participation

3 1 4 The Project Sponsor shall pay all costs to complete the Project not covered by the Loan and commits itself to complete the construction of the operable treatment works

SECTION 3 2 Disbursements The Project Sponsor shall receive and promptly disburse the funds to be provided hereunder as trust funds for the purpose of paying the eligible costs of the Project and for no other purpose

SECTION 3 3 Release of Responsibility The Project Sponsor shall undertake the Project on its own responsibility and shall release and hold harmless the Authority, the Department, the State and their officers, members and employees from any claim arising in connection with the design, construction or operation of the Project including any matter due solely to their negligence

SECTION 3 4 Other Agreements The Project Sponsor shall comply with all terms and conditions of any construction contracts, architectural or engineering agreements, trust indentures, security deeds, promissory notes, loan agreements, or the like affecting the Project. The Project Sponsor shall require its construction contractor to furnish both a performance bond and payment bond in the full amount of the construction contract. The requirement of such bonds shall be for the convenience of the Authority only and shall not be an undertaking by the Authority to the Project Sponsor or any third party

SECTION 3 5 Accounting and Auditing

3 5 1 Accounting The Project Sponsor shall account for the Project according to Generally Accepted Governmental Accounting Principles as defined by Statement 1 Government Accounting and Financial Reporting Principles National Council on Governmental Accounting 1979 as adopted by the Governmental Accounting Standards Board and revisions updates or successor thereto

3 5 2 Audit Within six (6) months of the end of each fiscal year of the Project Sponsor the Project Sponsor shall tender to the Authority an annual financial audit by a certified public accountant The conduct of the audit and the audit shall conform to Generally Accepted Governmental Accounting Principles as defined in the subsection 3 5 1 above and to Generally Accepted Auditing Standards as defined in Standards for Audit of Governmental Organizations, Programs, Activities, and Functions Comptroller General of the United States 1988 and revisions updates or successors thereto An audit as required by OMB Circular No A 133 Audits of States Local Governments and Non Profit Organizations may be necessary for each year program funds are disbursed to the Project Sponsor (CFDA Number 66 458)

SECTION 3 6 Insurance The Project Sponsor covenants and agrees that so long as any amount remains unpaid on the Note

(A) It will insure and at all times keep the Project insured against physical loss or damage with a responsible insurance company or companies authorized and qualified under the laws of the State of South Carolina to assume the risks insured against in an amount equal to the replacement cost of the Project

(B) It will secure adequate fidelity bonds (blanket or individual) of a surety company doing business in the State indemnifying the Project Sponsor against defalcation of all persons handling money derived from the Project or signing checks on any bank accounts relating to the Project

(C) All insurance policies shall be open to the inspection of the Authority at any reasonable time and

(D) All money received by the Project Sponsor as a consequence of any defalcation covered by any fidelity bond shall be used to restore the fund depleted by the defalcation All sums received by the Project Sponsor from insurance policies covering the Project may to the extent necessary be applied to the repair and replacement of the damaged or destroyed property but in the event that such money is not used for such purposes then the same shall be applied to payment of the Note

SECTION 3 7 Compliance with Governmental Authority The Project Sponsor shall comply with all environmental laws rules and other provisions of legal force and effect and all such other provisions which govern the construction or operation of the Project

SECTION 3 8 Disclosure of Events to Authority The Project Sponsor covenants that so long as any amount remains unpaid on the Note it will submit to the Authority event specific information within thirty days of an event adversely affecting more than five percent of tax revenues of the Project Sponsor or the special tax district established for the Project and any other information which is released to a municipal bond information repository service

SECTION 3 9 Procurement Requirements The Project Sponsor shall comply with all procurement requirements of law and to the extent compliance therewith does not contravene any provision of law applicable to the Project Sponsor shall comply with the procurement requirements set forth in Appendix C hereto

SECTION 3 10 Inspection and Information On reasonable notice the Authority or the Department shall have for its own convenience and benefit and without obligation to the Project Sponsor or any third party the right to audit the books and records of the Project Sponsor as they may pertain to or affect the Project and this Agreement and to enter upon the premises to inspect the Project The Project Sponsor shall cause its architects engineers contractors and auditors to cooperate during such inspections including making available any documents records reports or other materials pertinent to the Project and the inspection The Project Sponsor shall comply with all reasonable requests by the Authority or the Department for information pertaining to the Project Sponsor s compliance with this Agreement

SECTION 3 11 Consent to Changes Without consent of the Authority and Department the Project Sponsor shall make no modifications or changes to the Project or allow to continue any defect which would damage or reduce the value of the Project The Project Sponsor shall not divide the Project into component projects in order or in effect so as to defeat the provisions of this Agreement The Project Sponsor covenants that it shall remain the owner of the Project and agrees that it will not convey transfer mortgage or otherwise encumber the Project during the term of this Agreement without the express prior written approval of the Authority

SECTION 3 12 Governmental Purpose The Project Sponsor specifically covenants that

3 12 1 It shall not permit the proceeds of the Loan (or the Project) to be used in any manner that would result in (a) ten percent (10%) or more of such proceeds being considered as having been used directly or indirectly in any trade or business carried on by any natural person or in any activity carried on by a person other than a natural person other than a governmental unit as provided in Section 141 (b) of the Code or (b) five percent (5%) or more of such proceeds being considered as having been used directly or indirectly to make or finance loans to any person other than a governmental unit as provided in Section 141 (c) of the Code

3.12.2 It will not enter into any contracts with any person for the use or management of any facility provided with the proceeds of the Loan that do not conform to the guidelines set forth in Revenue Procedure 97-13 as modified by subsequent pronouncements of the United States Treasury Department applicable thereto

3.12.3 It will not sell or lease the Project to any person unless it obtains the prior written approval of the Authority and

3.12.4 The Note will not be federally guaranteed within the meaning of Section 149(b) of the Code

ARTICLE IV

SECURITY

SECTION 4 1 Pledge of Full Faith and Credit Order of Tax Levy For the payment of the principal of and interest on the Note as the same shall become due and payable and for the creation of such sinking fund as may be necessary therefor the full faith credit and taxing power of the Project Sponsor are hereby irrevocably pledged There shall be levied annually by the County Auditor of Lexington County and collected by the County Treasurer of Lexington County in the same manner as all other ad valorem taxes are levied and collected a tax without limit on all taxable property in the Isle of Pines Sewer District a special tax district established pursuant to Ordinance No _____ enacted by the Project Sponsor on _____ 2004 sufficient to pay the principal of and interest on the Note as the same shall become due and payable and to create such sinking fund as may be necessary therefor

SECTION 4 2 Notice to Levy Tax The Auditor and Treasurer of Lexington County shall be notified of the issuance of the Note and directed to levy and collect or cause to be levied and collected respectively upon all taxable property in the Isle of Pines Sewer District an annual tax sufficient to meet the payment of the principal of and interest on the Note as the same shall become due and payable and to create such sinking fund as may be necessary therefor

SECTION 4 3 Additional Security Upon any failure of the Project Sponsor to make any payment to the Authority in accordance with the provisions of the Note and this Agreement the Authority shall without further action require the State Treasurer to pay to the Authority subject to provisions of the Act the amount of state appropriations as the Project Sponsor may become entitled to until all delinquent payments under the Note have been paid

ARTICLE V

EVENTS OF DEFAULT

SECTION 5.1 Events of Default The following occurrences shall constitute Events of Default hereunder

(A) The Project Sponsor fails to comply with any of the covenants terms and conditions made in this Agreement

(B) The Project Sponsor fails to pay any amount due on the Note at the time and in the manner provided in the Note and this Agreement

(C) Any representation warranty or statement made by the Project Sponsor in this Agreement or in connection with it or the Loan shall be or become untrue incorrect or misleading in any material respect

(D) The Project Sponsor makes an assignment for benefit of creditors files a petition in bankruptcy is adjudicated insolvent or bankrupt petitions for appointment of a receiver or trustee for any substantial part of its property or is the subject of such a petition or commences or has commenced against it or its property (a) any similar proceeding under any bankruptcy law or other debtor relief or similar law or (b) any foreclosure of any mortgage or similar implementation of a trust indenture or like instrument

(E) Dissolution of the existence of the Project Sponsor

(F) Any legal or equitable action is commenced against the Project Sponsor which if adversely determined could reasonably be expected to impair substantially the ability of the Project Sponsor to perform each and every obligation under this Agreement

(G) Construction of the Project is not carried out with reasonable dispatch ceases and is not resumed for forty five (45) days or is abandoned and

(H) The Authority reasonably suspects the occurrence of any default or Event of Default by the Project Sponsor and following request by the Authority the Project Sponsor fails to provide evidence reasonably satisfactory to the Authority that such default or Event of Default has not in fact occurred

ARTICLE VI

REMEDIES

SECTION 6.1 Remedies and Enforcement of Remedies Upon the occurrence and continuance of any Event of Default the Authority may proceed forthwith to protect and enforce its rights by such suits actions or proceedings as the Authority shall deem expedient including but not limited to

(A) Requiring the Project Sponsor to carry out its duties and obligations under the terms of this Agreement and under the Act

(B) Suit upon all or any part of the Note

(C) Civil action to require the Project Sponsor to account as if it were the trustee of an express trust for the Authority

(D) Civil action to enjoin any acts or things which may be unlawful or in violation of the rights of the Authority and

(E) Enforcement of any other right of the Authority including the right to require the levy and collection of sufficient taxes to provide for the payment of all amounts due for payment of the Note

SECTION 6.2 Remedies Not Exclusive No remedy by the terms of this Agreement conferred upon or reserved to the Authority is intended to be exclusive of any other remedy but each and every such remedy shall be cumulative and shall be in addition to every other remedy given under this Agreement or existing at law or in equity or by statute (including the Act) on or after the date hereof

SECTION 6.3 Termination of Proceedings In case any proceeding taken by the Authority on account of any Event of Default shall have been discontinued or abandoned for any reason or shall have been determined adversely to the Authority the Authority and the Project Sponsor shall be restored to their former positions and rights hereunder and all rights remedies and powers of the Authority shall continue as if no such proceeding had been taken

ARTICLE VII

SPECIAL REVOLVING FUND PROVISIONS

SECTION 7.1 Compliance The Project Sponsor agrees that no date reflected in this Agreement or in the project completion schedule or extension of any such date shall modify any compliance date established in an NPDES permit. It is the Project Sponsor's obligation to request any required modification of applicable permit terms or other enforceable requirements.

SECTION 7.2 Standard Conditions The Project Sponsor acknowledges and agrees to comply with the following Federal and/or State requirements:

(A) The Project Sponsor shall provide access to the project work whenever it is in preparation or progress and provide proper facilities for access and inspection. The Project Sponsor shall allow the Regional Administrator, the Comptroller General of the United States, the Department and the Authority or any authorized representative to have access to any books, documents, plans, reports, papers, and other records of the contractor which are pertinent to the Project for the purpose of making audit, examination, excerpts, copies, and transcriptions.

ARTICLE VIII

GENERAL CONDITIONS

SECTION 8 1 No Waiver No disbursements shall waive any provision of this Agreement or the Note or preclude the Authority from declaring a default if the Project Sponsor is unable to satisfy any such provisions or perform hereunder

SECTION 8 2 Satisfactory Proceedings All proceedings taken in connection with transactions provided for in this Agreement shall be satisfactory to the Authority

SECTION 8 3 Evidence Any condition of this Agreement which requires a submission of evidence of the existence or nonexistence of facts shall imply as a condition the existence or nonexistence as the case may be of such fact or facts and the Authority shall at all times be free independently to establish to its satisfaction and in its absolute discretion such existence or nonexistence

SECTION 8 4 No Beneficiaries All conditions of the obligations of the Authority to make disbursements are imposed solely and exclusively for its benefit its successors and assigns and no other person shall have standing to require satisfaction of such conditions or to assume that the Authority will refuse to make disbursements in the absence of strict compliance No person shall be deemed the beneficiary of any such conditions or any other provisions of this Agreement

SECTION 8 5 Review and Inspection of Work Any audit or review of plans and specifications and any inspection of the work shall be for the convenience of the Authority and Department only in order to determine that they are within the approved scope of the Project No such review and inspection approvals and disapprovals shall be an undertaking by the Authority or Department of responsibility for design or construction

SECTION 8 6 Notices All notices hereunder shall be in writing and shall be deemed to have been sufficiently given or served for all purposes when presented personally or sent by registered or certified mail to the other party hereto with instruction to show to whom delivered and return receipt requested addressed as follows

If to the Project Sponsor

Lexington County
212 South Lake Drive
Lexington South Carolina 29072

Attention County Administrator

If to the Authority

South Carolina Water Quality Revolving Fund
Authority
c/o Office of Local Government SRF
South Carolina State Budget and Control Board
1201 Main Street Suite 910
Columbia South Carolina 29201
Attention Patricia A Comp

Each party may notify the other by the same process of any change of such address. Loan requests and disbursements and other routine loan administration may be conducted by regular mail.

SECTION 8.7 No Joint Venture, Etc. The Authority is not a partner, joint venturer, or in any other way a party to the Project. The Authority shall not be in any way liable or responsible by reason of the provisions hereof to the Project Sponsor or any third party for the payment of any claims in connection therewith.

SECTION 8.8 Assignment. This Agreement may not be assigned by the Project Sponsor without the prior written consent of the Authority. The Authority may assign the Note and this Agreement and any such holder and assignee of same shall succeed to and be possessed of the same rights as the Authority under both to the extent so transferred or assigned.

SECTION 8.9 Entire Agreement. This Agreement and the Note contain the entire terms of this Agreement and transaction. They may not be changed, waived or discharged in whole or in part except by written instrument executed by the party sought to be charged therewith.

SECTION 8.10 Continuity. This Agreement shall be binding upon the legal representatives, successors and assigns of each party and shall inure to their benefit provided, however, that nothing herein said shall be deemed to limit any restriction on assignment impressed upon the Project Sponsor.

SECTION 8.11 South Carolina Contract. This Agreement shall be governed by and construed in accordance with the laws of the State of South Carolina.

SECTION 8.12 Limitations on Actions by Project Sponsor. No action shall be commenced by the Project Sponsor against the Authority for any claim under this Agreement unless notice thereof specifically setting forth the claim shall have been given to the Authority within thirty (30) days after the occurrence of the event or omission which the Project Sponsor alleges gave rise to such claim. Failure to give such notice shall constitute a waiver of any such claim. Liability of the Authority to the Project Sponsor for any breach of the terms of this Agreement shall not exceed a sum equal to the amount which the Authority shall have failed to disburse in consequence of a breach by the Authority of its obligations under this Agreement. Upon the making of any such payment by the Authority to the Project Sponsor, it shall be treated as a disbursement under this Agreement.

SECTION 8.13 Counterparts. This Agreement is executed in two counterparts, which are separately numbered, but each of which is deemed an original of equal dignity with the other and which is deemed one and the same instrument as the other.

SECTION 8.14 Appendices. The appendices attached to this Agreement are a part of it.

SECTION 8.15 Special Conditions. The Statements of Special Conditions in Appendix D shall govern the matters they address.

SECTION 8.16 Time of Essence. Time is of the essence of this Agreement.

SECTION 8.17 Severability If any provision of this Agreement or any portion thereof should be ruled void, invalid, unenforceable or contrary to public policy by any court of competent jurisdiction, any remaining provisions of this Agreement shall survive and be applied, and together with the invalid or unenforceable portion shall be construed or reformed to preserve as much of the original words, terms, purpose and intent as shall be permitted by law.

IN WITNESS WHEREOF the Project Sponsor and the Authority have caused these presents to be signed sealed and delivered all as of the date hereof

LEXINGTON COUNTY

(SEAL)

By _____
Name _____
Title _____

Attest

Its _____

SOUTH CAROLINA WATER QUALITY REVOLVING FUND AUTHORITY

By _____

Michael S Gullede Director
Office of Local Government
South Carolina State Budget and Control Board

SCOPE OF WORK

Project Sponsor Lexington County

Project Name Isle of Pines Sewer System

Loan Number X1 094 04 740 01

Installation of approximately 1 820 linear feet (LF) of 4 inch 1 290 LF of 3 inch and 420 LF of 2 inch force main 3 air relief valves with 37 services and all other necessary appurtenances

PROJECT BUDGET

Project Sponsor Lexington County
Project Name Isle of Pines Sewer System
Loan Number X1 094 04 740 01

<u>ITEM</u>	<u>SRF LOAN</u>	<u>TOTAL ELIGIBLE COSTS</u>
Planning and Design Engineering	\$6 000	\$6 000
Legal and Appraisal Fees	23 000	23 000
Construction	82 995	82 995
Construction Contingency	4 150	4 150
Construction Inspection and Engineering	<u>4,000</u>	<u>4,000</u>
TOTAL	\$120 145	\$120 145

PROJECT SCHEDULE

Project Sponsor Lexington County
Project Name Isle of Pines Sewer System
Loan Number X1 094 04 740 01

<u>ACTION</u>	<u>DATE</u>
Bid Opening	July 15 2004
Contract Execution	September 15 2004
Notice to Proceed	September 20 2004
Start of Construction	October 4 2004
DHEC Permit to Operate	December 7 2004

SUBJECT TO REVISION PRIOR TO CLOSING

LOAN CLOSING FEE

Project Sponsor Lexington County
Project Name Isle of Pines Sewer System
Loan Number X1 094 04 740 01

Loan Amount \$120 145

1 0% Loan Closing Fee \$1 201

The Loan Closing Fee identified above shall be due and paid at the time of delivery of the Loan Agreement Note and other required Loan closing documents. Such fee is not reimbursable through the Loan

SUBJECT TO REVISION PRIOR TO CLOSING

Project Sponsor Lexington County

Loan Number X1 094 04 740 01

PROCUREMENT REQUIREMENTS

Recycled Funds

- I Prior to construction contract award the Project Sponsor shall
 - A Advertise publicly in local newspapers of general circulation MBE/WBE publications and statewide or regional newspapers of general circulation Advertise for a minimum of thirty (30) days in advance of bid opening
 - B Modify bid documents only by written addenda which require prior Department approval
 - C Utilize competitive sealed construction bids
 - D Require one hundred percent (100%) payment and performance bonds
 - E Require the contractor during construction to provide fire extended coverage vandalism and malicious mischief insurance equal to the actual value of the insured property
 - F Require at least a five percent (5%) bid bond or certified check
 - G Hold a public bid opening
 - H If other funding sources are included which have stricter bidding requirements or if applicable Federal State or local laws or ordinances have stricter requirements these stricter requirements govern
 - I Within 14 days after bid opening provide the Department with the following
 - 1 Project construction summary form
 - 2 A certified copy of the advertisement with date(s) of publication
 - 3 Detailed bid tabulation certified by Project Sponsor's engineer
 - 4 Proposal of successful bidder(s)
 - 5 Bid bond
 - 6 Engineer's award recommendation of low bidder(s) to Project Sponsor If the award is recommended to other than the low bidder(s) provide justification for decision
 - 7 Certified copy of Project Sponsor's tentative award resolution
 - 8 Documentation outlining how the Project Sponsor will provide continuous inspection during construction such as
 - a an executed engineering service agreement or
 - b a contract with an independent construction inspector or
 - c a statement from the Project Sponsor that construction inspection will be performed by the sponsor's staff (force account work is not eligible for SRF funding)
 - J Receive Department approval to award the construction contract(s)
- II Subsequent to construction contract award the Project Sponsor shall submit the following to the Department as proof of compliance with procurement requirements
 - A Executed contract documents
 - B Notice to Proceed

C Monthly Construction Inspection Reports

- II Subsequent to contract award the Project Sponsor shall submit the following for Department review and approval on any proposed change orders
 - A Need for the change
 - B Clear description of the change
 - C Cost and pricing data
 - D Documentation of negotiation
 - E For claims information showing the claim did not result from the Project Sponsor s or contractor s mismanagement

SPECIAL CONDITIONS

Project Sponsor Lexington County
Project Name Isle of Pines Sewer System
Loan Number X1 094 04 740 01

None

STATE OF SOUTH CAROLINA

APPENDIX E

COUNTY OF LEXINGTON

**PROMISSORY NOTE TO SOUTH CAROLINA
WATER QUALITY REVOLVING FUND AUTHORITY FOR
SOUTH CAROLINA WATER POLLUTION CONTROL
REVOLVING FUND LOAN**

LEXINGTON COUNTY SOUTH CAROLINA GENERAL OBLIGATION BOND 2004
(ISLE OF PINES SEWER SYSTEM)

FOR VALUE RECEIVED Lexington County (the "*Project Sponsor*") promises to pay to the order of the South Carolina Water Quality Revolving Fund Authority (the "*Authority*") the principal sum owing from time to time by the Project Sponsor pursuant to and in accordance with the Loan Agreement (the "*Agreement*") the terms of which are incorporated herein by reference between the Project Sponsor and the Authority relating to Loan Number X1 094 04 740 01 Isle of Pines Sewer System principal sum rate of interest and amount and due date of payments thereunder being set forth in Appendix B to the Loan Agreement The records of the Authority with respect to the date and amount of payments on this Note shall be conclusive as to such matters Interest shall be computed on a three hundred sixty five day year basis and compounded annually the principal of this Note and any installment thereof shall bear interest until paid in full

Time is of the essence of this Note

The Project Sponsor may prepay the outstanding principal balance of this Note in whole or in part together with any accrued interest thereon at any time without penalty or premium all such prepayments shall be applied against principal installments due on this Note in the inverse order of the maturity dates thereof

All payments of principal and interest shall be made in money of the United States at the office of the Authority in Columbia South Carolina or at such place as the Authority may designate in writing and shall be made in funds immediately available in Columbia South Carolina

The Project Sponsor agrees to pay at the time any such late payment hereunder is made a late charge of three percent (3%) of any payment not made on or before the tenth day of the month in which such payment is due Interest which accrues after maturity of this Note or after its earlier acceleration shall be due and payable upon demand

Payments shall be applied first to any late charge then to interest then to principal There is no intent for any payment to exceed any legal limit on interest if any such legal limit applies If an excess sum occurs it shall be applied to principal unless the Project Sponsor elects its return in writing

For the prompt payment of both the principal of and interest on this Note as the same shall become due the full faith credit and taxing power of the Project Sponsor are irrevocably pledged

The failure of the Project Sponsor to make any payment of principal or interest or both shall not constitute a default until thirty (30) days following the due date but the Authority shall have no obligation to give the Project Sponsor notice of any failure to make such payments Upon any such payment default the Authority shall immediately avail itself of the provisions of Section 4.3 of the Agreement relating to additional security for payment of amounts due on this Note

The Project Sponsor waives presentment for payment demand protest and notice of non payment Neither a failure to accelerate for default nor acceptance of a past due installment shall be a novation of this Note or constitute a waiver of the right to insist upon strict compliance with it and any related agreements and documents

The Project Sponsor shall pay all costs of collection including but not limited to reasonable attorney's fees if the Authority endeavors to collect this Note in any manner through an attorney at law The rights and remedies of the Authority provided in this Note are cumulative and not exclusive of any other rights and remedies afforded the Authority by law or by any other document

This Note shall be governed by and construed and interpreted in accordance with the laws of the State of South Carolina

IN WITNESS WHEREOF the Project Sponsor has caused this Note to be executed under its seal and to be registered in the name of the South Carolina Water Quality Revolving Fund Authority as of this ____ day of _____ 2004

LEXINGTON COUNTY

[SEAL]

By _____

Typed Name _____

Title _____

Attest

Its _____

[ISLE OF PINES SEWER SYSTEM LOAN NOTE]

STATE OF SOUTH CAROLINA

APPENDIX E

COUNTY OF LEXINGTON

**PROMISSORY NOTE TO SOUTH CAROLINA
WATER QUALITY REVOLVING FUND AUTHORITY FOR
SOUTH CAROLINA WATER POLLUTION CONTROL
REVOLVING FUND LOAN**

LEXINGTON COUNTY SOUTH CAROLINA GENERAL OBLIGATION BOND 2004
(ISLE OF PINES SEWER SYSTEM)

FOR VALUE RECEIVED Lexington County (the '*Project Sponsor*') promises to pay to the order of the South Carolina Water Quality Revolving Fund Authority (the '*Authority*') the principal sum owing from time to time by the Project Sponsor pursuant to and in accordance with the Loan Agreement (the '*Agreement*') the terms of which are incorporated herein by reference between the Project Sponsor and the Authority relating to Loan Number X1 094 04 740 01 Isle of Pines Sewer System principal sum rate of interest and amount and due date of payments thereunder being set forth in Appendix B to the Loan Agreement The records of the Authority with respect to the date and amount of payments on this Note shall be conclusive as to such matters Interest shall be computed on a three hundred sixty five day year basis and compounded annually the principal of this Note and any installment thereof shall bear interest until paid in full

Time is of the essence of this Note

The Project Sponsor may prepay the outstanding principal balance of this Note in whole or in part together with any accrued interest thereon at any time without penalty or premium all such prepayments shall be applied against principal installments due on this Note in the inverse order of the maturity dates thereof

All payments of principal and interest shall be made in money of the United States at the office of the Authority in Columbia South Carolina or at such place as the Authority may designate in writing and shall be made in funds immediately available in Columbia South Carolina

The Project Sponsor agrees to pay at the time any such late payment hereunder is made a late charge of three percent (3%) of any payment not made on or before the tenth day of the month in which such payment is due Interest which accrues after maturity of this Note or after its earlier acceleration shall be due and payable upon demand

Payments shall be applied first to any late charge then to interest then to principal There is no intent for any payment to exceed any legal limit on interest if any such legal limit applies If an excess sum occurs it shall be applied to principal unless the Project Sponsor elects its return in writing

For the prompt payment of both the principal of and interest on this Note as the same shall become due the full faith credit and taxing power of the Project Sponsor are irrevocably pledged

The failure of the Project Sponsor to make any payment of principal or interest or both shall not constitute a default until thirty (30) days following the due date but the Authority shall have no obligation to give the Project Sponsor notice of any failure to make such payments Upon any such payment default the Authority shall immediately avail itself of the provisions of Section 4.3 of the Agreement relating to additional security for payment of amounts due on this Note

The Project Sponsor waives presentment for payment demand protest and notice of non payment Neither a failure to accelerate for default nor acceptance of a past due installment shall be a novation of this Note or constitute a waiver of the right to insist upon strict compliance with it and any related agreements and documents

The Project Sponsor shall pay all costs of collection including but not limited to reasonable attorney's fees if the Authority endeavors to collect this Note in any manner through an attorney at law The rights and remedies of the Authority provided in this Note are cumulative and not exclusive of any other rights and remedies afforded the Authority by law or by any other document

This Note shall be governed by and construed and interpreted in accordance with the laws of the State of South Carolina

IN WITNESS WHEREOF the Project Sponsor has caused this Note to be executed under its seal and to be registered in the name of the South Carolina Water Quality Revolving Fund Authority as of this _____ day of _____ 2004

LEXINGTON COUNTY

[SEAL]

By _____

Typed Name _____

Title _____

Attest

Its _____

A RESOLUTION

AUTHORIZING THE ENTRY BY LEXINGTON COUNTY SOUTH CAROLINA INTO AN INTERGOVERNMENTAL SERVICES AGREEMENT WITH THE TOWN OF CHAPIN SOUTH CAROLINA AND OTHER MATTERS RELATING THERETO

BE IT RESOLVED BY THE COUNTY COUNCIL OF LEXINGTON COUNTY SOUTH CAROLINA AS FOLLOWS

SECTION 1 Findings The County Council of Lexington County South Carolina (the *County Council*) as the governing body of Lexington County South Carolina (the *County*) hereby finds and determines

(a) The Town of Chapin South Carolina (the *Town*) presently owns and operates a waterworks and sewer system (the *Chapin System*)

(b) The County has been requested to assist in providing water and sewer service to an area within the County commonly referred to as the Isle of Pines (*Isle of Pines*) and therefore intends to design and construct a water distribution system (the *Isle of Pines Water System*) and a sewage collection system (the *Isle of Pines Sewer System* and together with the Isle of Pine Water System the *Isle of Pines Systems*) to serve such area. The cost of installing the Isle of Pines Systems will be defrayed with the proceeds of general obligation bonds (the *Bonds*) to be issued by the County. Debt service on the Bonds will be paid from the receipts of *ad valorem* property taxes imposed upon all taxable property located in the Isle of Pines.

(c) The Town and the County have jointly determined and agreed that the only practical means for providing potable water to and the treatment of wastewater from the area located in the Isle of Pines is through the Chapin System.

(d) The County has therefore requested that the Town assume responsibility for the operation and maintenance of the Isle of Pines Systems. Because the County will be the issuer of the Bonds, the County will retain ownership of the Isle of Pines Systems until the Bonds are repaid in full. Upon such repayment of the Bonds, the County will transfer ownership of the Isle of Pines Systems without representation or warranty to the Town.

(e) The County Council, after due deliberation, has determined that requesting that the Town assume responsibility for the operation and maintenance of the Isle of Pines Systems and thereafter accept ownership thereof is in the best interests of the residents of the Town and the County.

(f) The financing and construction of the Isle of Pines Water System and the Isle of Pines Sewer System have been separately voted on and approved in a special referendum held in the Isle of Pines area.

SECTION 2 Approval of Intergovernmental Services Agreement The entry of the County into the Intergovernmental Services Agreement in substantially the form appearing as Exhibit A hereto with such changes as the executing officer shall approve (his execution thereof to be conclusive evidence of such approval) with the Town is hereby approved. The Intergovernmental Services Agreement shall be executed and delivered on behalf of the County by the Chairman of the County Council. The consummation of the transactions and undertakings described in the Intergovernmental Services Agreement and such additional transactions and undertakings as may be determined by the Chairman in consultation with counsel to be necessary or advisable in connection therewith are hereby approved. In connection with the execution and delivery of the Intergovernmental Services Agreement, the Chairman

is hereby authorized to prepare review negotiate execute deliver and agree to such additional agreements certifications documents closing proofs and undertakings as he shall deem necessary or advisable

DONE RATIFIED AND ADOPTED this ___ day of July 2004

COUNTY COUNCIL OF LEXINGTON COUNTY
SOUTH CAROLINA

(SEAL)

George H Davis Chairman

Attest

Dorothy K Black Clerk to Council

STATE OF SOUTH CAROLINA) INTERGOVERNMENTAL SERVICE AGREEMENT
)
COUNTY OF LEXINGTON) (ISLE OF PINES)

This Agreement is entered into this ____ day of _____ 2004 by and between the County of Lexington State of South Carolina (hereinafter referred to as the *County*) and the Town of Chapin (hereinafter referred to as the *Town*)

WHEREAS the County intends to design and construct a water distribution system (the *Water System*) and a sewage collection system (the *Sewer System* and together with the Water System the *Systems*) to serve the area located within the Isle of Pines tax district as such area is shown on the attached map (the *Tax District*) The cost of installing the Systems is being paid from the proceeds of general obligation bonds of the County in an aggregate principal amount of not exceeding \$400 000 (the *Bonds*) Debt service on the Bonds is to be paid initially from the receipts of ad valorem property taxes imposed upon all taxable property located in the Tax District and

WHEREAS because of the general obligation debt incurred by the County to finance the Systems which is to be retired over a period of 15 years through the collection of ad valorem property taxes from property owners located in the Tax District the County shall retain ownership of the Systems until the indebtedness is satisfied and

WHEREAS the only practical means for obtaining potable water and the treatment of wastewater from the area located in the Tax District is through the existing water and sewer system owned and operated by the Town

NOW THEREFORE FOR AND IN CONSIDERATION of the mutual covenants contained herein the parties agree as follows

Section 1 The County shall design and construct the Systems to serve the parcels located in the Tax District in compliance with all of the Town s standards applicable to potable water and sanitary sewer design and construction The Town will be afforded the opportunity to inspect the Systems as the Town s designated engineer (the *Town Engineer*) may deem appropriate during construction The Systems shall be constructed within easements acquired if necessary by the County

Section 2 Upon completion of the initial construction of the Systems to the Town s standards as provided in Section 1 above the Town and the County will jointly execute and deliver a certificate stating that such initial construction is mutually agreed to be complete as of a date determined by the Town Engineer (the *Completion Date*) Subsequent to the Completion Date the County shall not be responsible for any costs direct or indirect associated with operating maintaining improving repairing upgrading or retrofitting the Systems The Town shall thereafter accept the wastewater at its sewer interceptor nearest the Tax District and transport it to a wastewater treatment facility of the Town for treatment in accordance with criteria established by the South Carolina Department of Health and Environmental Control

Section 3 Water tap fees shall be payable in a reduced amount equal to 50% of the Town s prevailing rate upon those parcels of property within the Tax District that are connected to the Water System within thirty (30) days after the Completion Date From and after such thirty (30) day period each property owner within the Tax District connecting to the Water System shall be required to pay a water

tap fee to the Town at the Town s prevailing rate for water customers located outside the incorporated limits of the Town

Section 4 Each property owner within the Tax District connecting to the Sewer System shall be required to purchase a sewer tap directly from the Town at the Town s prevailing rate for sewer customers outside the incorporated limits of the Town

Section 5 The monthly water and sewer service charges imposed by the Town to customers located within the Tax District shall be the same as for all other customers of the Town located outside the incorporated limits of the Town

Section 6 The County shall impose and collect such ad valorem property taxes upon all taxable property located in the Tax District as shall be sufficient to retire the Bonds

Section 7 Upon payment of all Bonds outstanding the County shall deed the Systems to the Town as is and where without any representation or warranty by the County as to its current condition

Section 8 The Town shall at all times operate maintain and otherwise control the Systems in the same manner as if it were the owner of such Systems and in such regard shall operate and maintain the Systems in good repair and working condition in accordance with all requirements of state and federal regulatory agencies and consistent with generally recognized good practice using industry standards subsequent to the completion of the initial construction of the Systems The Town shall have the right at its own expense to expand extend improve or otherwise modify the Systems in accordance with its ordinary procedures To that end the Systems shall be deemed a part of the Town s combined water and sewer system (the *Town System*) and shall be subject in all respects to the same rights and obligations of the Town as apply to the Town System as a whole

[signatures appear on following page]

WITNESS our hands and seals on the date shown above

WITNESS

COUNTY OF LEXINGTON

By

Chairman
County Council of Lexington County
South Carolina

By

TOWN OF CHAPIN

Mayor
Town of Chapin

COUNTY OF LEXINGTON, SOUTH CAROLINA

ORDINANCE NO 04-02

AN ORDINANCE APPROVING THE CONVEYANCE OF REAL ESTATE FROM THE COUNTY OF LEXINGTON TO THE LEXINGTON COUNTY RECREATION AND AGING COMMISSION

WHEREAS the County of Lexington (hereinafter the County) owns a tract of land consisting of forty and thirty hundredths (40 30) acres more or less located on Buck Corley Road and Nazareth Road in the County of Lexington and shown as Tract A on a Plat prepared by Donald H Rumbaugh P L S dated June 9 2004 and

WHEREAS the Lexington County Recreation and Aging Commission has previously deeded three (3) acres of property located on Oak Drive to the County of Lexington where the County has built a Magistrate s Office and

WHEREAS in return for the conveyance of the three (3) acres the Lexington County Recreation and Aging Commission has requested that the County deed the forty and thirty hundredths (40 30) acres set forth herein to the Lexington County Recreation and Aging Commission and

WHEREAS the County of Lexington has completed its use of the existing forty and thirty hundredths (40 30) acre tract which was used as a borrow pit for purposes of mining clay for use in various County projects and

WHEREAS the County has no current need for the forty and thirty hundredths (40 30) acre tract and

WHEREAS the County finds that it would serve a proper public purpose to provide the forty and thirty hundredths (40 30) acre tract to the Lexington County Recreation and Aging Commission

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

Section 1 The Lexington County Council hereby approves the transfer of the subject property to the Lexington County Recreation and Aging Commission

Section 2 The Chairman of the Lexington County Council is hereby authorized and directed to execute and deliver the Deed attached hereto as Exhibit A and to further execute any and all other appropriate documents for the conveyance of such property

Enacted this _____ day of _____, 2004

George H Davis Chairman

ATTEST

Dorothy K Black Clerk

First Reading _____

Second Reading _____

Public Hearing _____

Third & Final Reading _____

Filed w/Clerk of Court _____

STATE OF SOUTH CAROLINA)
)
COUNTY OF LEXINGTON)

**LIMITED WARRANTY
TITLE TO REAL ESTATE
BY A CORPORATION**

KNOW ALL MEN BY THESE PRESENTS That **County of Lexington, South Carolina** (hereinafter referred to as Grantor) in the State aforesaid for and in consideration of the sum of Five and no/100 (\$5 00) Dollars and no other monetary consideration to it in hand paid at and before the sealing of these presents by **Lexington County Recreation and Aging Commission** (hereinafter referred to as Grantee) in the State aforesaid (the receipt whereof is hereby acknowledged) has granted bargained sold and released and by these Presents does grant bargain sell and release unto the Grantee its successors and assigns the following described property

All that certain piece parcel or tract of land containing **40 30 Acres** more or less situate lyng and being near Red Bank in the County of Lexington State of South Carolina being fully shown and delineated as **Tract "A"** on a Survey for Lexington County prepared by Donald H Rumbaugh P L S dated June 9 2004 which survey is incorporated herein and made a part hereof and to which reference is made for a more complete and accurate description of the metes and bounds of this property

This is a portion of the property conveyed to the County of Lexington South Carolina by Deed of LWS Inc dated September 20 1984 and recorded in the Office of the Register of Deeds for Lexington County on September 24 1984 in Record Book 680 at page 125

TMS # 6500 04 77

This conveyance is made subject to all covenants of record including but not limited to easements and restrictions of record and to all applicable governmental statutes ordinances rules and regulations **The property is sold as is**

GRANTEE S ADDRESS

TOGETHER with all and singular the rights members hereditaments and appurtenances to the said Premises belonging or in anywise incident or appertaining

TO HAVE AND TO HOLD all and singular the said premises before mentioned unto the said Grantee its successors and Assigns forever

