

AGENDA
LEXINGTON COUNTY COUNCIL
Committee Meetings

Tuesday, November 9, 2004
Second Floor - County Administration Building
212 South Lake Drive, Lexington, SC 29072
Telephone - 803-359-8103 -- FAX 803-359-8101

3:00 p.m. - 3:05 p.m. - Planning and Administration

- (1) Zoning Map Amendment M04-04 - Torrey Pine Lane, Little Gap Court, Little Gap Lane
Located in Crystal Pines **A**
- (2) Zoning Map Amendment M04-05 - 1675 Lake Murray Blvd. **B**
- (3) Old Business/New Business
- (4) Adjournment

3:05 p.m. - 3:15 p.m. - Justice

- (1) Evidence Locker - Clerk of Court **C**
- (2) Old Business/New Business
- (3) Adjournment

3:15 p.m. - 4:00 p.m. - Public Works

- (1) "C" Fund Bond Alternative - Public Works - John Fechtel, Director **D**
- (2) Subdivision of Property with Excess Material (dirt) Requirement - Public Works
- John Fechtel, Director **E**
- (3) Old Business/New Business
- (4) Adjournment

4:00 p.m. - 4:15 p.m. - Economic Development

- (1) Adoption of Resolution of the Inducement and Millage Rate Agreement Between Lexington
County and Nucor Corporation **F**
- (2) Old Business/New Business
- (3) Adjournment

Planning & Administration

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

Justice

J. Carrigg, Jr., Chairman
J. Jeffcoat, V Chairman
J. Wilkerson
J. Owens
B. Keisler
S. Davis

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

A G E N D A
LEXINGTON COUNTY COUNCIL
Tuesday, November 9, 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

Appointments G

Bids/Purchases/RFPs

- (1) HVAC Air Handler Replacement - Administration Building - Emergency Procurement
 - Building Services **H**
- (2) Happy Town Road and Boggy Branch Court Roadway and Waterline Project -
 Community and Economic Development **I**
- (3) Trees - County Council **J**
- (4) EMS Equipment and Accessories - Public Safety/EMS **K**
- (5) Motorola 800 MHZ Radios and Accessories - Sheriff's Department **L**

Chairman's Report

Administrator's Report

Budget Amendment Resolutions

Approval of Minutes - Meeting of October 12, 2004 M

Economic Development Project

Shakespeare Composite Structures LLC

- (1) Ordinance 04-10 - Expanding Multi-County Park Between Lexington and Newberry Counties - 2nd Reading **N**

6:00 P.M. - Public Hearings

- (1) **Shakespeare Composite Structures LLC** - Ordinance 04-10 - Expanding Multi-County Park Between Lexington and Newberry Counties (Tab **N**)
- (2) **Pella Corporation** - Ordinance 04-08 - Authorizing the Execution and Delivery of a Fee Agreement by and Between Lexington County, South Carolina, and Pella Corporation Providing for Payment of a Fee in Lieu of Taxes **O**
- (3) **Pella Corporation** - Ordinance 04-09 - An Ordinance to Amend an Agreement Relating to the Joint County Industrial and Business Park of Lexington and Calhoun Counties **P**
- (4) Zoning Map Amendment M04-06 - 6172 Bush River Road, Columbia, SC 29212 **Q**

Pella Corporation

- (1) Ordinance 04-08 - Authorizing the Execution and Delivery of a Fee Agreement by and Between Lexington County, South Carolina, and Pella Corporation Providing for Payment of a Fee in Lieu of Taxes - 3rd and Final Reading (Tab **O**)
- (2) Ordinance 04-09 - An Ordinance to Amend an Agreement Relating to the Joint County Industrial and Business Park of Lexington and Calhoun Counties - 3rd and Final Reading (Tab **P**)

OLD BUSINESS/NEW BUSINESS

EXECUTIVE SESSION/LEGAL BRIEFING

MATTERS REQUIRING A VOTE AS A RESULT OF EXECUTIVE SESSION

ADJOURNMENT



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 # M 04 - 04

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

Torrey Pine Lane, Little Gap Court, Little Gap Lane TMS# 1542

Zoning classifications: Local (L) Residential Local Four (RL4)
(current) (proposed)

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

All roads in Crystal Pines are privately maintained and not designed to carry the potential loads or traffic possible at the present road classification. The reclassification will also bring the above mentioned roads into agreement with the classification of RL4 for Red Fox Trail that is also contained within the Crystal Pines Subdivision.

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

Date 8/04/04

Signature [Handwritten Signature]

(X) Owner?
() Agent?

Name(print) Maryann Lapine

Telephone # 932-9060

Address 302 Little Gap Court
Chapin SC 29036

- 1. 8/04/04 Application Received
2. 8/04/04 Fee Received
3. 9/9/04 Newspaper Advertisement
4. 9/13/04 Property Posted
5. 9/13/04 Notices Sent

10/21/04 Planning Commission Recommendation: RECOMMEND APPROVAL
VOTE: 8/0

8/24/04 First Reading 9/29/04 Public Hearing / / Second Reading / / Third Reading

Results:

STAFF SUMMARY ZONING MAP AMENDMENT #M04-04

Description of the Amendment: The request is for a change in road classification from “Local (L)” to “Residential Local Four (RL4)” for Torrey Pine Lane, an approximate distance of 2640', Little Gap Lane, a distance of 2140' & Little Gap Court, a distance of 213'. All roads in this subdivision are privately maintained.

Character of the Area: This is a residential subdivision with a mix of vacant property and improved residential use property. Lot sizes vary from approximately 0.47 acre to 26.6 acres. Most lots are one acre more or less but there is a 22.7 acre tract and an 8.85 acre tract in addition to the 26.6 acre parcel. This is located in the Northern Lexington County Planning Area zoned in August, 1987. The area is zoned “RD (Restrictive Development).” No other amendment requests have been made for this general area.

Implications of Amendment: An “RL4” road is described in the Ordinance as one that is intended to accommodate some residential activities at four dwelling units per gross acre. Access via these roads is limited to this type development and allowed home occupations or accessory activities. A “Local” road allows eight dwelling units per gross acre and is described as a street that primarily provides access to nonresidential land uses and connects residential streets with Arterials and Collectors. Deed restrictions are in place that would prohibit commercial use so allowable density, especially on the larger tracts, remains the most obvious issue.

Council District: Six - Councilman Johnny W. Jeffcoat

Attachments: Chart of Allowed Uses by Road Classification
Location Maps
Political Boundaries Maps

Chapter 2. General Requirements

22.00 Street Classifications and Access

All streets on the zoning maps shall be designated one of the following classifications as shown on the Right-of-Way Plan. The columnar chart which follows in Section 22.02 identifies the type street required to provide access to each activity.

Arterial (A): A street of regional importance or a main road of the community which is expected to carry either heavy vehicular traffic volumes or high-speed traffic or both. Traffic intensive commercial, industrial and high-density residential activities should be encouraged to develop on Arterial roads.

Collector (C): A street which is used or intended to be used for moving traffic from local streets to Arterials. Collectors are generally shorter than Arterials, but carry high volumes of traffic. Therefore, development of land along Collectors should be compatible with high traffic volumes.

Local (L): A street which primarily provides access to nonresidential land uses and connects residential streets to the Arterials and Collectors. Land uses should be compatible with higher traffic volumes. However, the most intensive land uses which generate extremely high levels of traffic should be prohibited from direct access. The following additional categories of Local streets are established to handle the special circumstances described:

Residential Local Six (RL6): A street with frontage over 50% residentially developed at the time of enactment of this Ordinance or platted as a residential subdivision. This type street is intended to accommodate residential activities at six dwelling units per acre. Access will be limited to this type development and allowed home occupations or accessory activities.

Residential Local Five (RL5): A street with frontage over 50% residentially developed at the time of enactment of this Ordinance or platted as a residential subdivision. This type street is intended to accommodate some residential activities at five dwelling units per acre. Access will be limited to this type development and allowed home occupations or accessory activities.

Residential Local Four (RL4): A street with frontage over 50% residentially developed at the time of enactment of this Ordinance or platted as a residential subdivision. This type street is intended to accommodate some residential activities at four dwelling units per acre. Access will be limited to this type development and allowed home occupations or accessory activities.

Limited Local (LL): A street that contains a locational or design flaw which limits traffic volume. The conditions of the problem should be virtually impossible to correct or very unlikely to be improved. Access to this type street will be limited to those activities expected to generate traffic volumes equal to or less than Detached Residential development at four dwelling units per acre.

22.01 New Streets Created

Whenever new streets are added to the roadway system within the zoning jurisdiction of Lexington County, these streets shall be classified according to the criteria specified within this section. The Zoning Administrator, upon the approval and confirmation of the classification by the Planning Commission, shall cause same to be placed upon the zoning map.

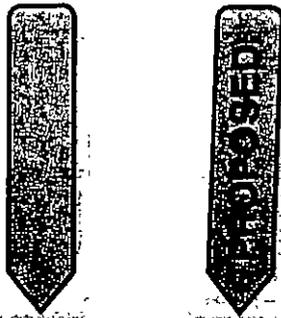
22.02 Chart of Permitted Access by Street Classification

The following chart designates the street classifications necessary to access each of the major activities. A principal activity which is restricted from access to a specific street classification may not locate where the activity is reachable only through the use of a street with such a restricted classification.

There are limits placed on some activities allowed to access a Limited Local (LL) street classification. The last column in the chart describes the specific nature of these limits where they exist. They are expressed in either maximum number of dwelling units (DU) per acre, maximum number of beds per acre, or maximum floor area ratio (FAR). A floor area ratio is an expression of the total floor area of a structure or building, including useable basements, compared to the total lot area. For example, a 1000 square foot building on a 10,000 square foot lot would have a floor area ratio of .10



A	C	L	RL6	RES	RL4	LE & Max. Limits	ACTIVITIES
X	X	X				X 09 FAR	Administrative Offices
X							Advertising Signs
X	X	X					Airports
X	X	X					Animal Raising
X	X	X					Boat Docks
X	X						Bus and Transit Terminals
X	X	X				X 05 FAR	Business Services
X	X	X				X	Cemeteries
X	X	X					Child or Adult Day Care
X	X	X					Churches
X	X	X				X 03 FAR	Communication Towers
X	X	X					Community Education
X	X	X					Construction Services
X	X	X				X	Crops
X	X						Detention Centers
X	X	X				X	Essential Services (Limited)
X	X	X					Essential Services (Extensive)
X	X	X					Food Services
X	X	X					General Repair and Maintenance Services
X	X	X				X 03 FAR	General Retail (Limited)
X	X	X				X 03 FAR	General Retail (Extensive)
X	X	X	X*	X*	X*		Group Assembly (Limited)
X	X	X	X*	X*	X*		Group Assembly (Intermediate)
X	X	X#					Group Assembly (Extensive)
X	X	X	X			X 5.5 DU/acre	Group Housing
X	X	X#					Hospitals
X	X	X					Kennels and Stables
X	X	X					Landfills (Limited)
X	X	X**					Landfills (Intermediate)
X	X**						Landfills (Extensive)
X	X	X					Manufacturing (Light Assembly)
X	X	X					Manufacturing (Limited)
X	X	X					Manufacturing (Intermediate)
X	X						Manufacturing (Extensive)
X	X	X					Marinas
X	X	X				X 07 FAR	Medical Services
X	X						Military Installations
X	X	X					Mining (Limited)
X	X	X					Mining (Intermediate)
X	X						Mining (Extensive)
X	X	X	X	X	X	X	Mini-Parks
X	X	X					Mini-Warehouses
X	X	X	X	X	X	X 4 DU/acre	Mobile Homes
X	X	X	X			X 6 DU/acre	Mobile Home Parks
X	X	X	X	X	X	X	Natural Reserves
X	X	X	X				Non-Assembly Cultural
X	X	X				X 12 Beds/acre	Nursing Homes
X	X	X				X .03 FAR	Personal Convenience Services



A	C	L	REG. USE	RES.	LL & Max. Limits	ACTIVITIES	
X	X	X			X	Plant Nurseries	
X	X					Power Plants	
X	X	X			X .09 FAR	Professional Services	
X	X					Radioactive Materials Handling	
X	X					Railroad	
X	X	X				Recycling Centers	
X	X	X			X .09 FAR	Research Services	
X	X	X	X	X	X	4 DU/acre	Residential Detached
X	X	X	X	X	X	4 DU/acre	Residential Attached(2 Dwelling Units)
X	X	X	X		X	6 DU/acre	Residential Attached(3 or more Dwelling Units)
X	X	X	X		X	6 DU/acre	Retirement Centers/Assisted Living
X	X	X					Salvage/Wrecking Yard
X	X	X					Scrap Operations
X	X	X					Business Parks
X	X	X					Shopping Centers
X	X	X					Industrial Parks
X	X	X					Towing and Impoundment Lot
X	X	X					Trade Enterprises
X	X	X					Transient Habitation
X	X	X					Transport & Warehousing (Limited)
X	X	X					Transport & Warehousing (Extensive)
X	X	X					Transport Services
X	X	X					Undertaking
X	X	X	X	X	X	X	Utilities
X	X	X					Vehicle Parking
X	X	X			X		Vehicle Repair
X	X	X			X	.03 FAR	Vehicle Sales
X	X	X					Vehicle Servicing (Limited)
X	X	X					Vehicle Servicing (Extensive)
X	X	X					Veterinarian
X	X	X					Zoos

* Access by these classifications is allowed only if the Group Assembly (Limited) activity is a membership facility owned, operated, and used by the property owners in the surrounding residential area for which the facility is being established.

** Access by these classifications is allowed only if the street is paved.

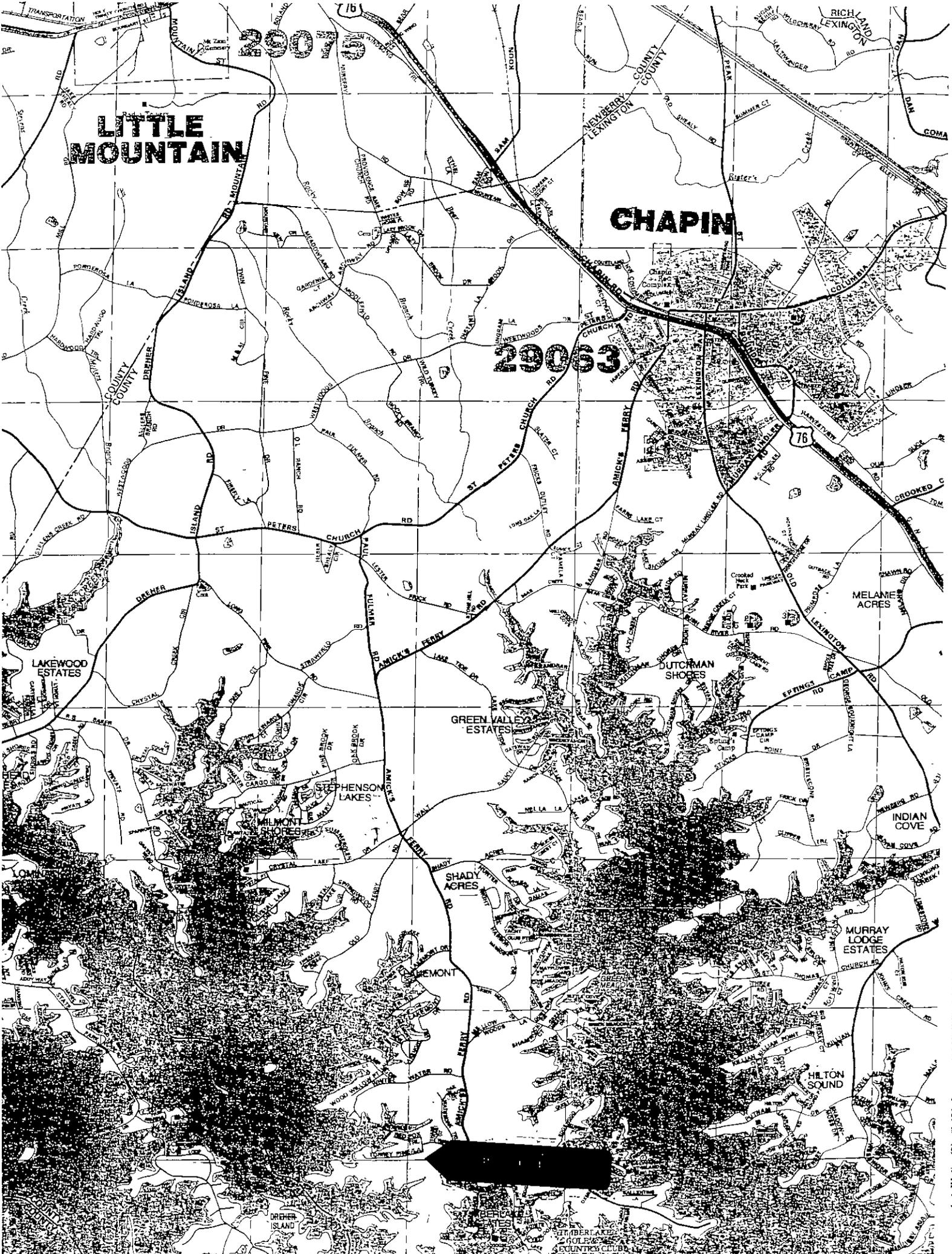
Access by this classification is allowed only if the activity also has access to an Arterial or Collector Street.

22.10 Driveway and Street Restrictions

22.11 Vision Clearance

For the safety of the traveling and pedestrian public, all intersections will maintain a vision clearance triangle. These triangles must be kept clear of all vegetation, walls, or structures between a height of two and one-half (2.5) feet and ten (10) feet to provide for safer movement of motorists and pedestrians. Depending on the location, intersections must meet one of the following criteria:

- a. Intersections with stop signs must provide vision clearance by meeting intersection sight distance as described in Section 22.14 (a).
- b. Intersections that either presently contain automated traffic control signals, or have the potential to become thus signalized in the future, shall be designed with a vision clearance triangle as described below. This vision clearance is applied in addition to any sight distance requirements.

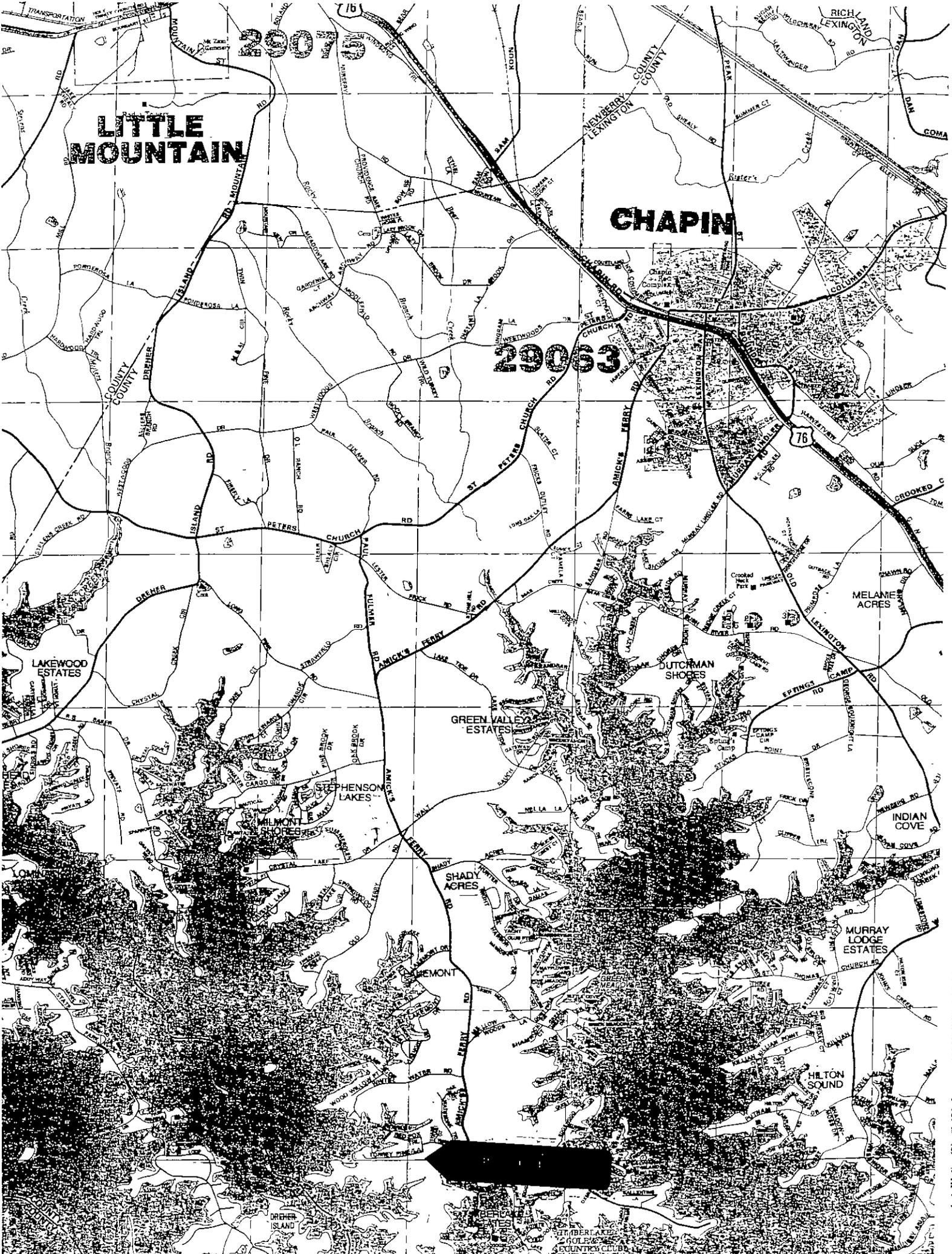


LITTLE MOUNTAIN

CHAPIN

29075

29063

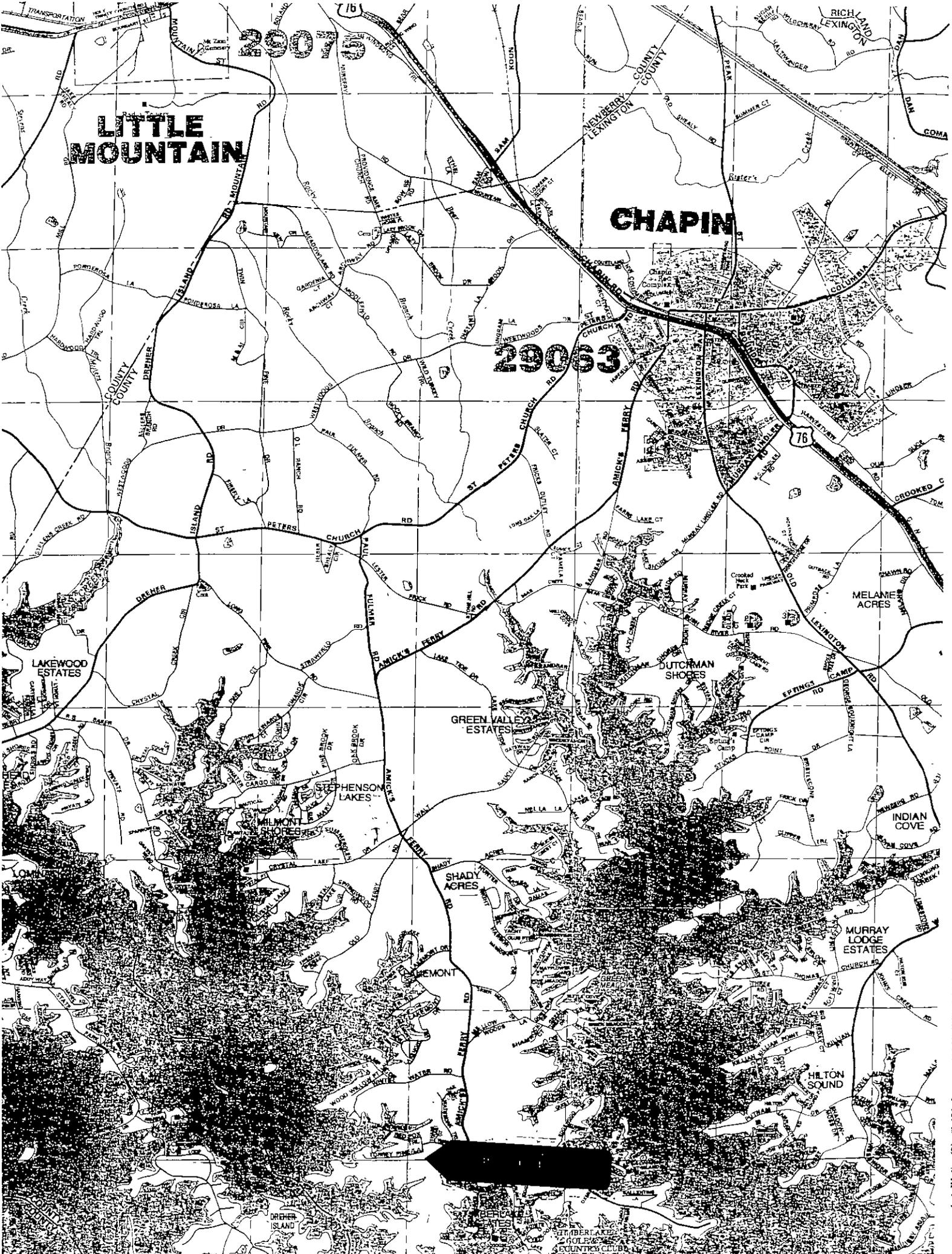


LITTLE MOUNTAIN

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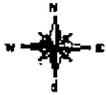
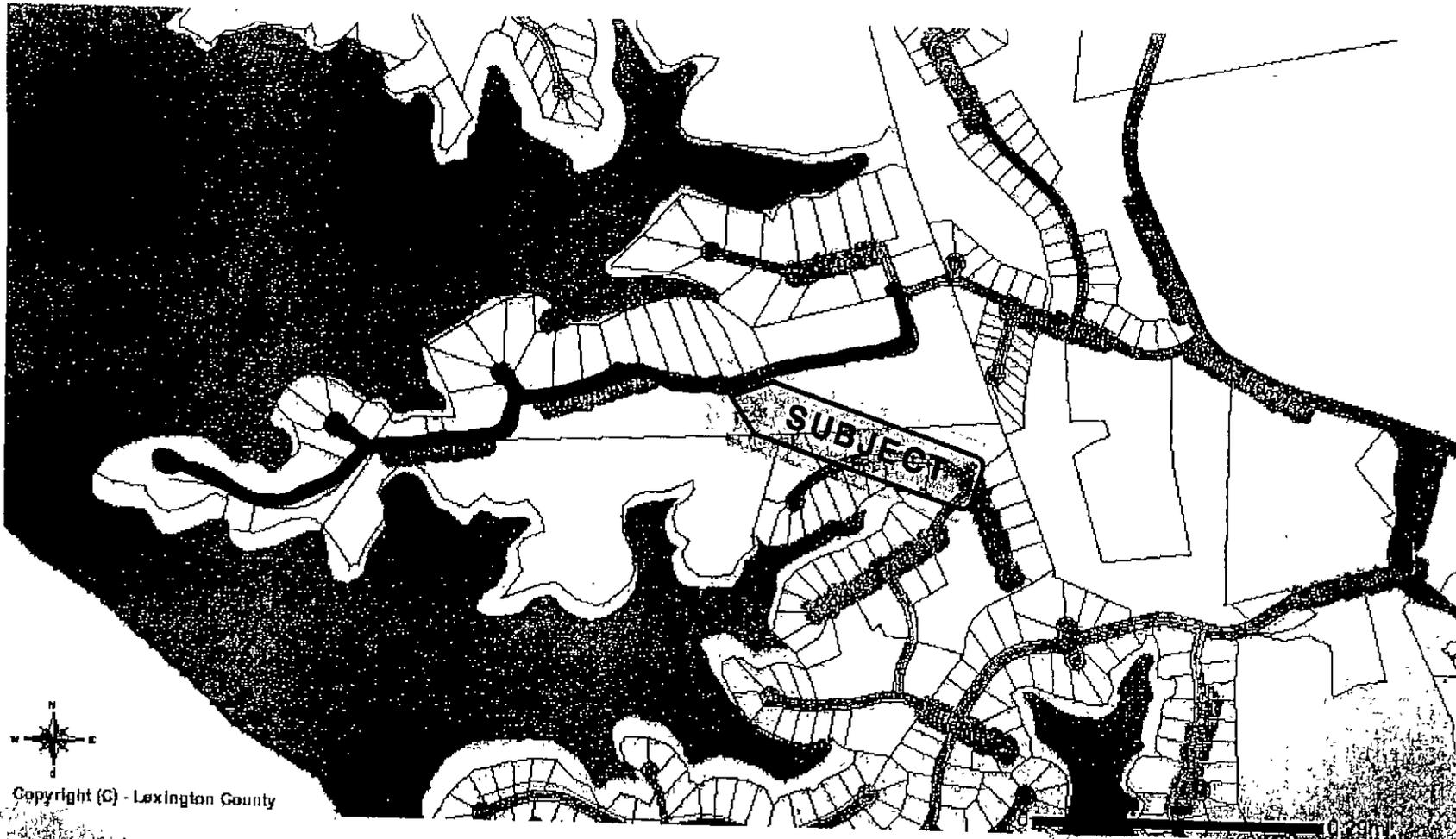


LITTLE MOUNTAIN

CHAPIN

29075

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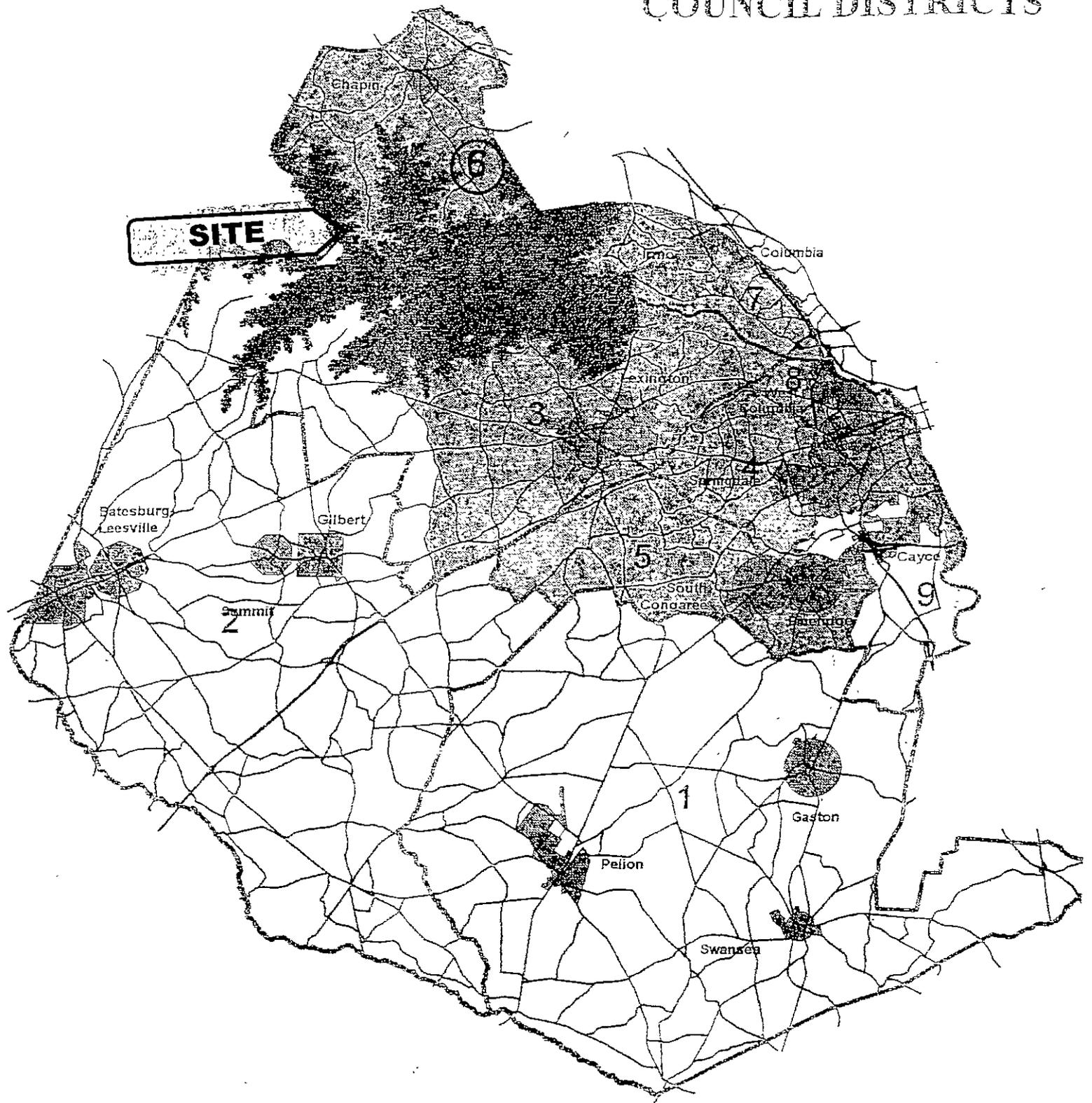


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MAP AMENDMENT # M04-04

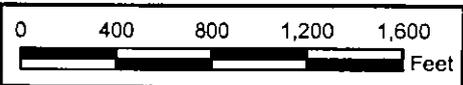
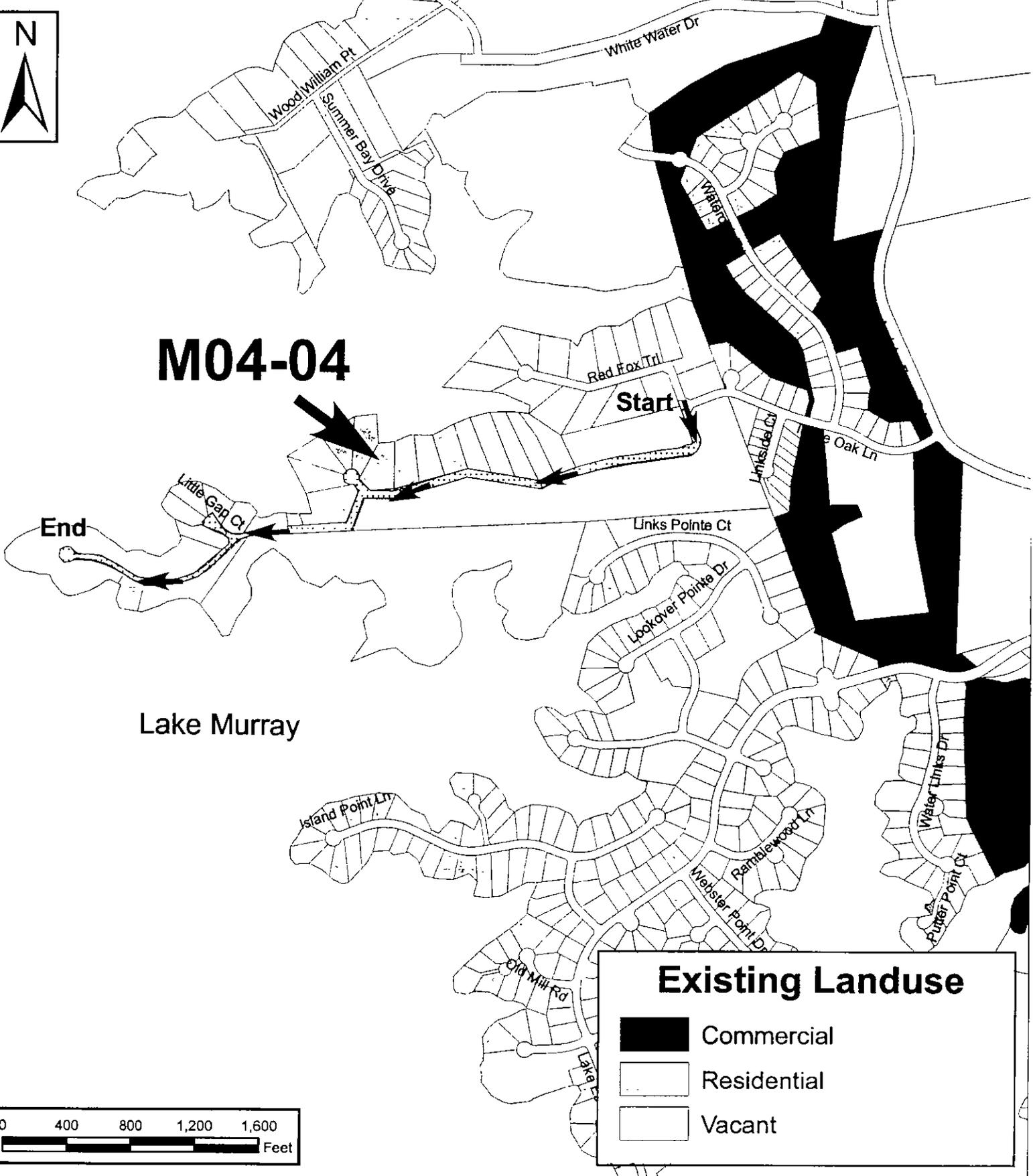
COUNCIL DISTRICTS

SITE





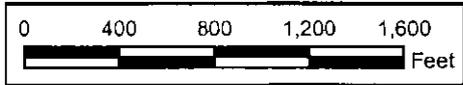
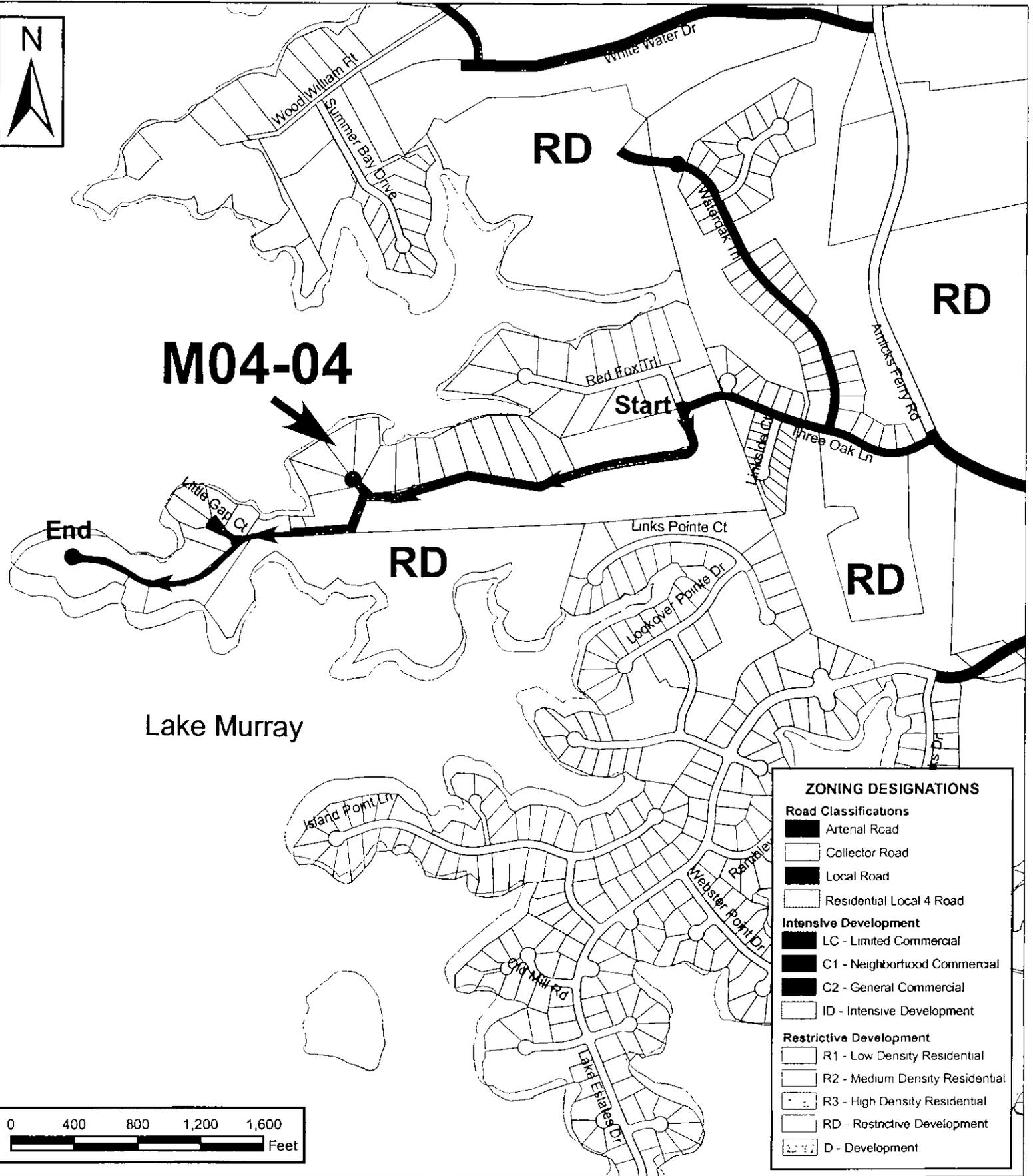
M04-04



Existing Landuse

- Commercial
- Residential
- Vacant

**Existing Landuse
Zoning Map Amendment M04-04
TMS # 001542**



ZONING DESIGNATIONS	
Road Classifications	
	Arterial Road
	Collector Road
	Local Road
	Residential Local 4 Road
Intensive Development	
	LC - Limited Commercial
	C1 - Neighborhood Commercial
	C2 - General Commercial
	ID - Intensive Development
Restrictive Development	
	R1 - Low Density Residential
	R2 - Medium Density Residential
	R3 - High Density Residential
	RD - Restrictive Development
	D - Development

Existing Zoning
Zoning Map Amendment M04-04
TMS # 001542



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 # M 04 - 05

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

1675 Lake Murray Blvd. Columbia 29210 (Just outside of Irmo) TMS# 001998-02-010 P/O

Zoning classifications: R1 Low Density Residential (current) C1 Neighborhood Commercial (proposed)

* Majority of property is already C1; small portion of property is R1;

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

For future sales, it would be better for the entire parcel to be zoned the same rather than have part of the parcel commercial and part of the parcel residential.

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

Date 9/7/2004

(X) Owner?
() Agent?

Telephone # 803-781-9153

Signature Willie H. Weed Jr.

Name(print) Willie H. Weed, Jr.

Address 1473 Fork Ave.
Irmo, SC 29063

- 1. 9/7/04 Application Received
2. 9/7/04 Fee Received
3. 9/23/04 Newspaper Advertisement

- 4. 9/22/04 Property Posted
5. 9/27/04 Notices Sent

10/21/04 Planning Commission Recommendation: RECOMMEND APPROVAL

VOTE: 8/0

9/28/04 First Reading 10/12/04 Public Hearing / / Second Reading / / Third Reading

Results:

STAFF SUMMARY ZONING MAP AMENDMENT #M04-05

Description of the Amendment: This map amendment request is for a change in zoning classification from “Low Density Residential (R1)” to “Neighborhood Commercial (C1)” for a small portion of the applicants property. The majority of the property is already zoned “Neighborhood Commercial (C1).” The applicant believes having the entire parcel zoned “Neighborhood Commercial (C1)” would improve marketability.

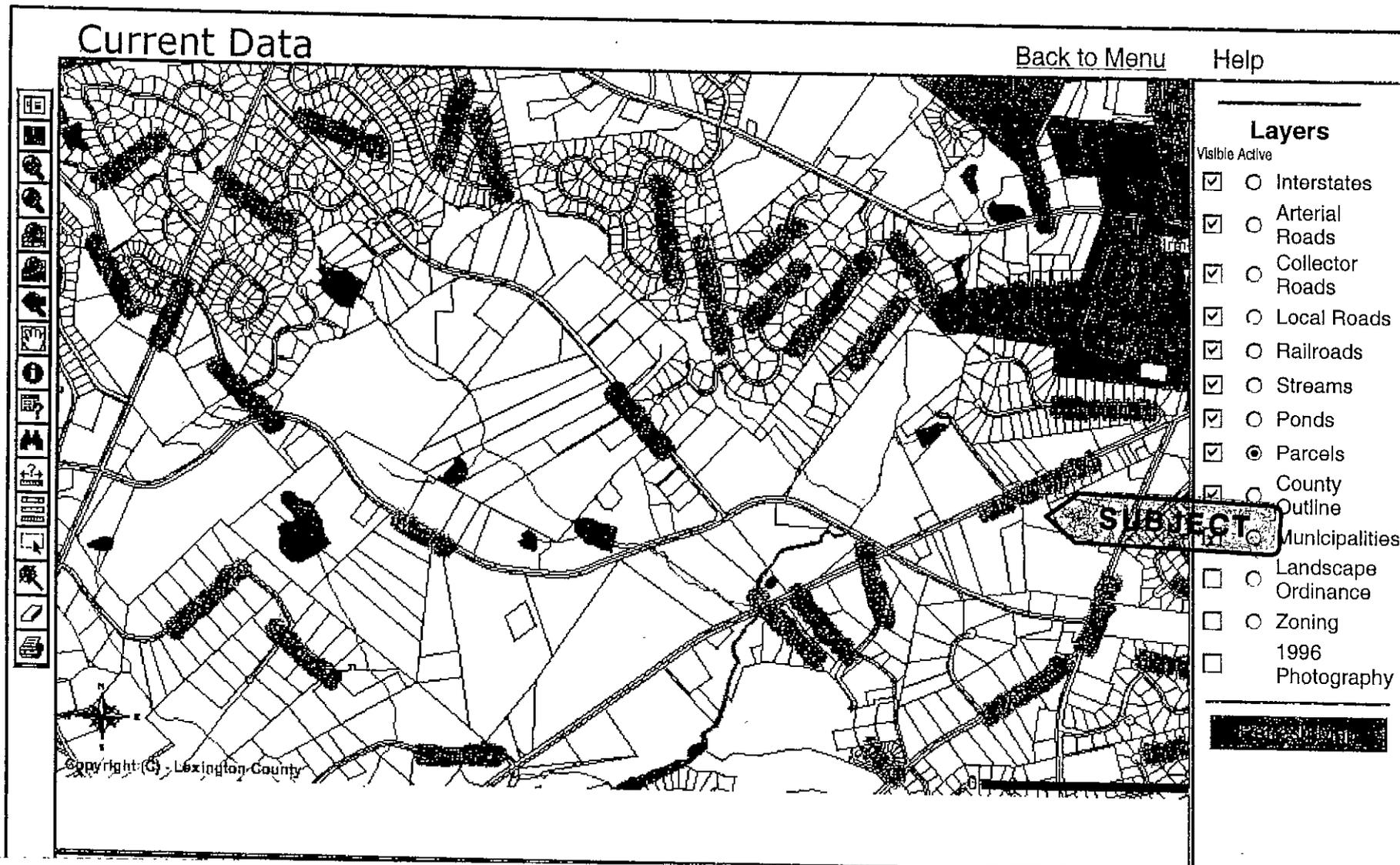
Character of the Area: There is a mix of commercial and residential property use in the immediate area. The subject property is bordered on the north by Lake Murray Blvd., on the east by an equipment sales business & single family residential, the south by single family residential and on the west by a 10.8 acre vacant parcel & single family residential. Commercial use in the immediate area includes a garage, office buildings, warehouses, daycare, plant nursery, animal supply house, convenience store, auto wholesaler, tool repair service, landscape supply and landscape contractor. Property sizes vary from as low as 0.12 acres to 11.85 acres. The subject property is approximately 3 acres and the area of proposed change is approximately 0.38 acres.

Zoning History: Since 1979 there have been 14 requests for a change in zoning classification for the immediate area. Of the 13 approved, two were changed to ID, two to C2, one to C1, one to R2 and one to D. The only denial was a request for a change in zoning classification from R1 to R2. This property is in the Dutch Fork Planning Area zoned in 1974.

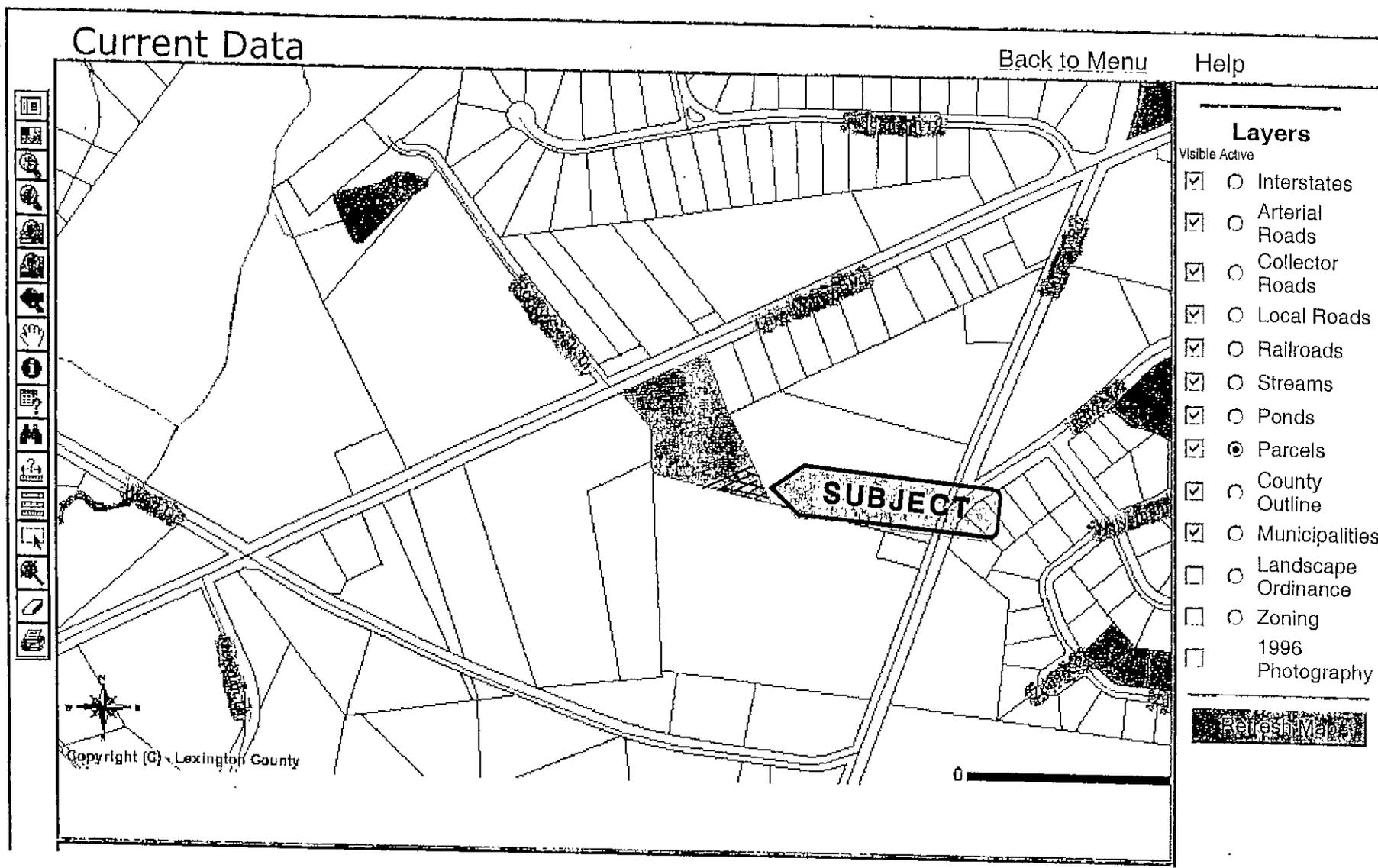
The proposed change in zoning for the Dutch Fork /Seven Oaks Planning Areas would change this parcel from “Neighborhood Commercial (C1)” and “Low Density Residential (R1)” to “General Commercial (C2).”

Council District: Six - Councilman Johnny W. Jeffcoat

Attachments: Location Map
Political Boundaries Maps
Permitted Uses by District

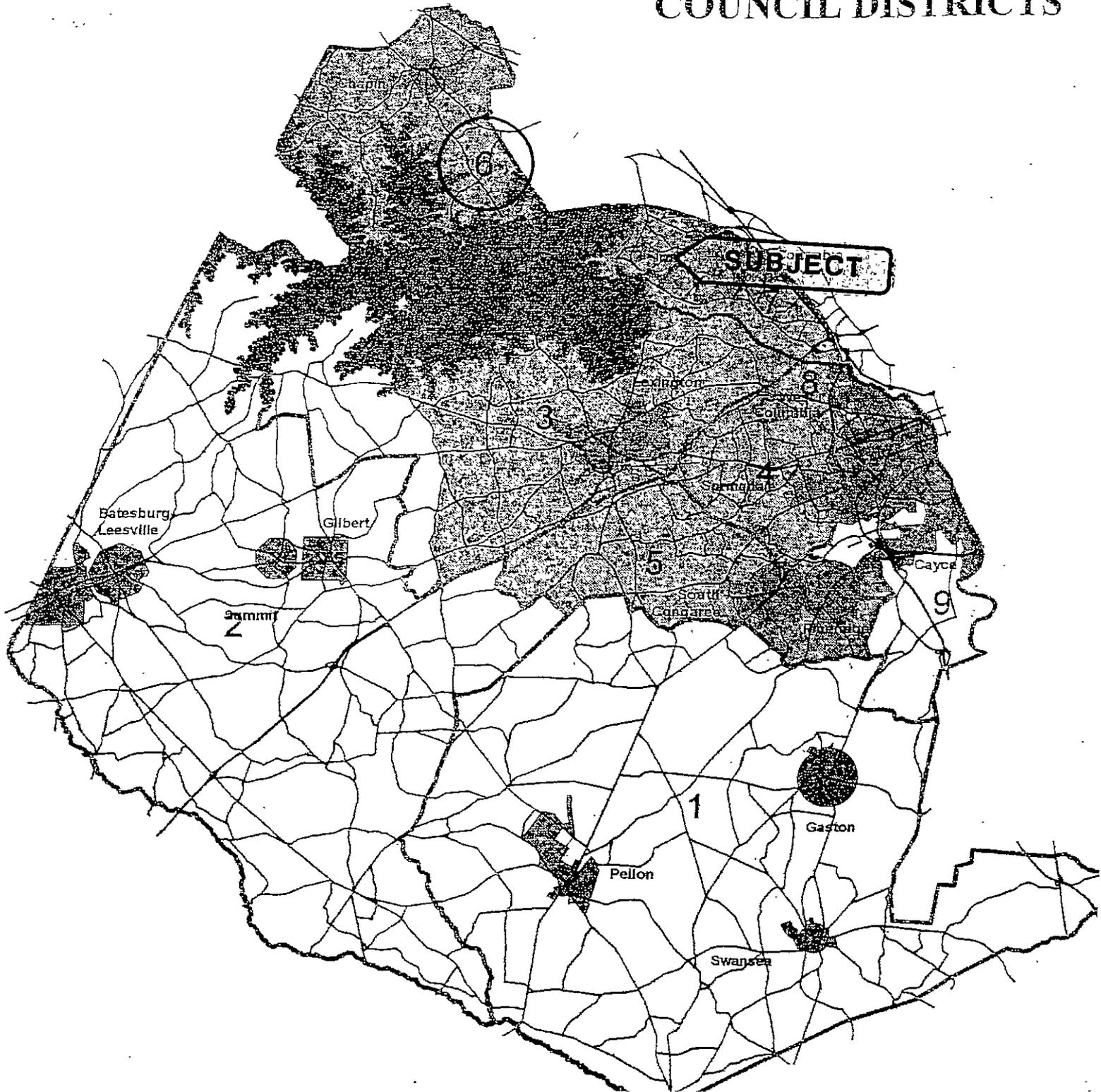


MAP AMENDMENT REQUEST #04-05



MAP AMENDMENT REQUEST #04-05

COUNCIL DISTRICTS



MAP AMENDMENT # M04-05

21.30 Permitted Uses by District

The columnar chart which follows describes the activities permitted within each district. This chart is based upon the list of principal activities defined in Section 21.10 of this Ordinance and the districts established in Section 11.40, and is subject to the following:

- a. The listing of a permitted activity within a district may be voided upon the application of the special overlay district regulations pertaining to flooding, drainage, or airports found in Articles 4 and five of this Ordinance.
- b. The provisions of Chapters 2, 3, and four of this Article shall apply in all districts to all listed activities as applicable. The application of these provisions may prohibit an activity from locating in a particular district.
- c. Within the Limited Restriction (LR) district, all activities except the following are permitted without review for compliance with the specific provisions of this Ordinance:

- Extremely Hazardous Materials as regulated by Article 3
- Mining Operations as regulated by Article 8
- Mobile Home Parks as regulated by Article 7
- Sexually Oriented Businesses as regulated by Article 9

21.31 Chart of Permitted Activities by District

Those activities that are marked by an asterisk (*) are allowed only when granted a special exception by the Board of Planning Appeals as outlined in Article 11 of this Ordinance.

RT	R2	R3	D	RA	RD	LC	CT	C2	ID	LR	ACTIVITIES
					XX	XX	XX	XX	XX	XX	Administrative Offices
					XX		XX	XX	XX	XX	Advertising Signs
				XX	Airports						
			XX	XX	XX				XX	XX	Animal Raising
		XX		XX	XX		XX	XX	XX	XX	Boat Docks
					XX				XX	XX	Bus and Transit Terminals
					XX			XX	XX	XX	Business Services
	XX	XX	XX	XX	XX			XX	XX	XX	Cemeteries
	XX	XX	XX	XX	XX	XX	XX	XX	XX	XX	Child or Adult Day Care
XX	XX	XX	XX	XX	XX	XX	XX	XX	XX	XX	Churches
					XX				XX	XX	Communication Towers
XX	XX	XX	XX	XX	XX			XX	XX	XX	Community Education
					XX			XX	XX	XX	Construction Services
			XX	XX	XX				XX	XX	Crops
					XX				XX	XX	Detention Centers
XX	XX	XX	XX	XX	XX	XX	XX	XX	XX	XX	Essential Services (Limited)
	XX	XX	XX	XX	XX			XX	XX	XX	Essential Services (Extensive)
				XX	XX			XX	XX	XX	Food Services
					XX			XX	XX	XX	General Repair and Maintenance Services
					XX		XX	XX	XX	XX	General Retail (Limited)
					XX			XX	XX	XX	General Retail (Extensive)
XX#	XX#	XX#	XX#	XX	XX		XX	XX	XX	XX	Group Assembly (Limited)
				XX	XX			XX	XX	XX	Group Assembly (Intermediate)
					XX			XX	XX	XX	Group Assembly (Extensive)

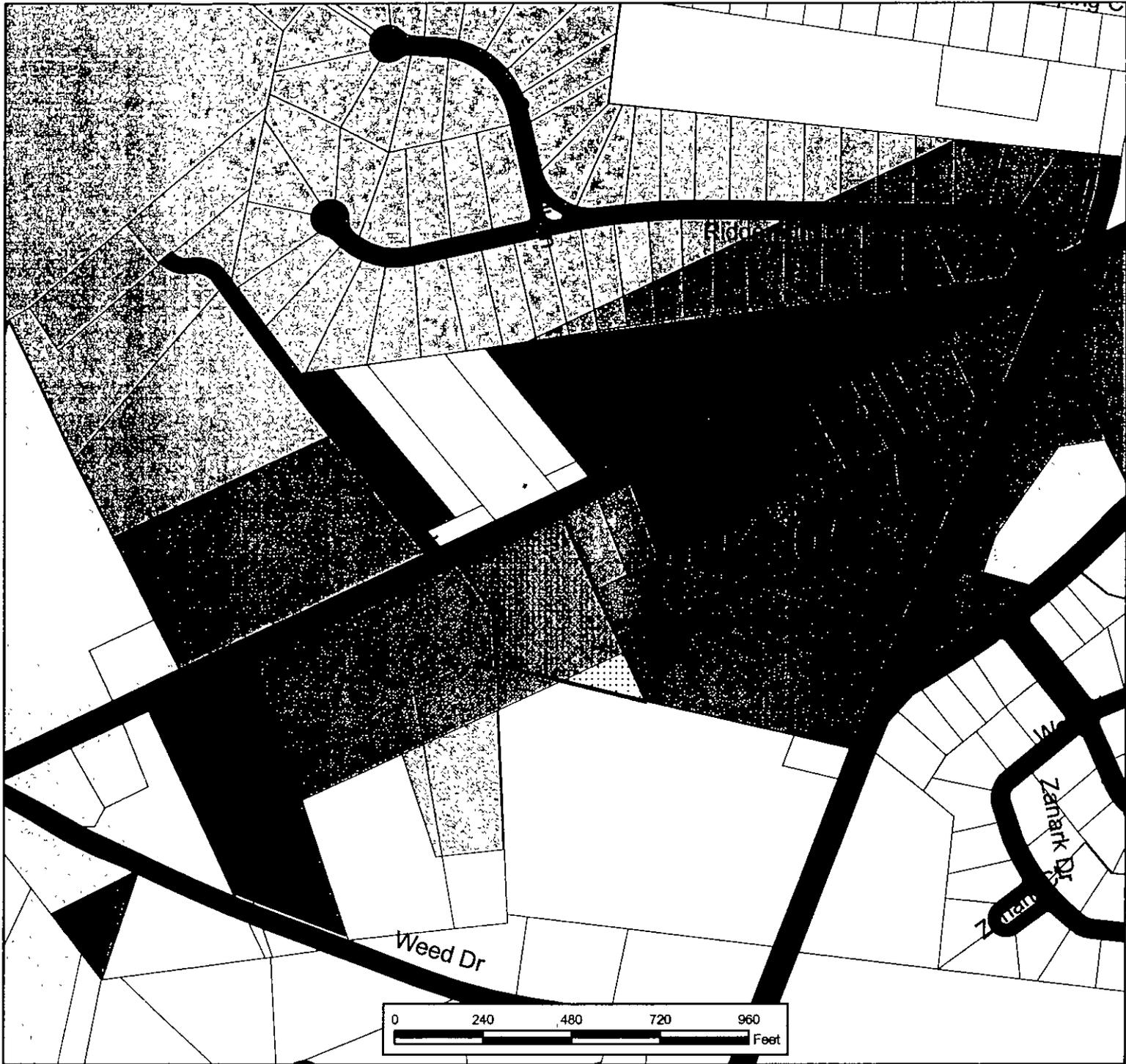


R1	R2	R3	D	RA	RD	LC	CI	C2	ID	LR	ACTIVITIES
		XX	Group Housing								
					XX		XX	XX	XX	XX	Hospitals
			XX	XX	XX				XX	XX	Kennels and Stables
					XX				XX	XX	Landfills (Limited)
					XX				XX	XX	Landfills (Intermediate)
					XX				XX	XX	Landfills (Extensive)
					XX			XX	XX	XX	Manufacturing (Light Assembly)
					XX				XX	XX	Manufacturing (Limited)
					XX				XX	XX	Manufacturing (Intermediate)
					XX				XX	XX	Manufacturing (Extensive)
					XX			XX	XX	XX	Marinas
					XX	XX	XX	XX	XX	XX	Medical Services
					XX				XX	XX	Military Installations
			XX		XX				XX	XX	Mining (Limited)
					XX				XX	XX	Mining (Intermediate)
					XX				XX	XX	Mining (Extensive)
XX	Mini-Parks										
					XX			XX	XX	XX	Mini-Warehouses
	XX	XX	XX	XX	XX		XX	XX	XX	XX	Mobile Homes
		XX			XX			XX	XX	XX	Mobile Home Parks (Limited) *
		XX			XX			XX	XX	XX	Mobile Home Parks (Extensive) *
XX	Natural Reserves										
				XX	Non-Assembly Cultural						
	XX	Nursing Homes									
					XX		XX	XX	XX	XX	Personal Convenience Services
			XX	Plant Nurseries							
					XX				XX	XX	Power Plants
					XX	XX	XX	XX	XX	XX	Professional Services
					XX				XX	XX	Radioactive Materials Handling
					XX				XX	XX	Railroad
					XX				XX	XX	Recycling Centers
					XX			XX	XX	XX	Research Services
XX	Residential Detached										
	XX	XX			XX	XX	XX	XX	XX	XX	Residential Attached (2 dwelling units)
		XX			XX			XX	XX	XX	Residential Attached (3 or more dwelling units)
		XX			XX			XX	XX	XX	Retirement Centers/Assisted Living
					XX				XX	XX	Salvage/Wrecking Yard
					XX				XX	XX	Scrap Operations
					XX		XX	XX	XX	XX	Business Parks
					XX			XX	XX	XX	Shopping Centers
											Speculative Development



R1	R2	R3	D	RA	RD	LC	C1	C2	ID	LR	ACTIVITIES
					XX				XX	XX	Industrial Parks
					XX			XX	XX	XX	Towing and Impoundment Lot
					XX			XX	XX	XX	Trade Enterprises
					XX			XX	XX	XX	Transient Habitation
					XX			XX	XX	XX	Transport and Warehousing (Limited)
					XX				XX	XX	Transport and Warehousing (Extensive)
					XX		XX	XX	XX	XX	Transport Services
					XX			XX	XX	XX	Undertaking
XX	Utilities										
					XX			XX	XX	XX	Vehicle Parking
					XX			XX	XX	XX	Vehicle Repair
					XX			XX	XX	XX	Vehicle Sales
					XX		XX	XX	XX	XX	Vehicle Servicing (Limited)
					XX			XX	XX	XX	Vehicle Servicing (Extensive)
				XX	XX			XX	XX	XX	Veterinarian
				XX	XX			XX	XX	XX	Zoos

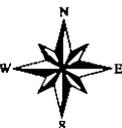
The permitting of this activity in these districts is allowed only if the Group Assembly (Limited) activity is a membership facility owned, operated, and used by the property owners in the surrounding residential area for which the facility is being established.

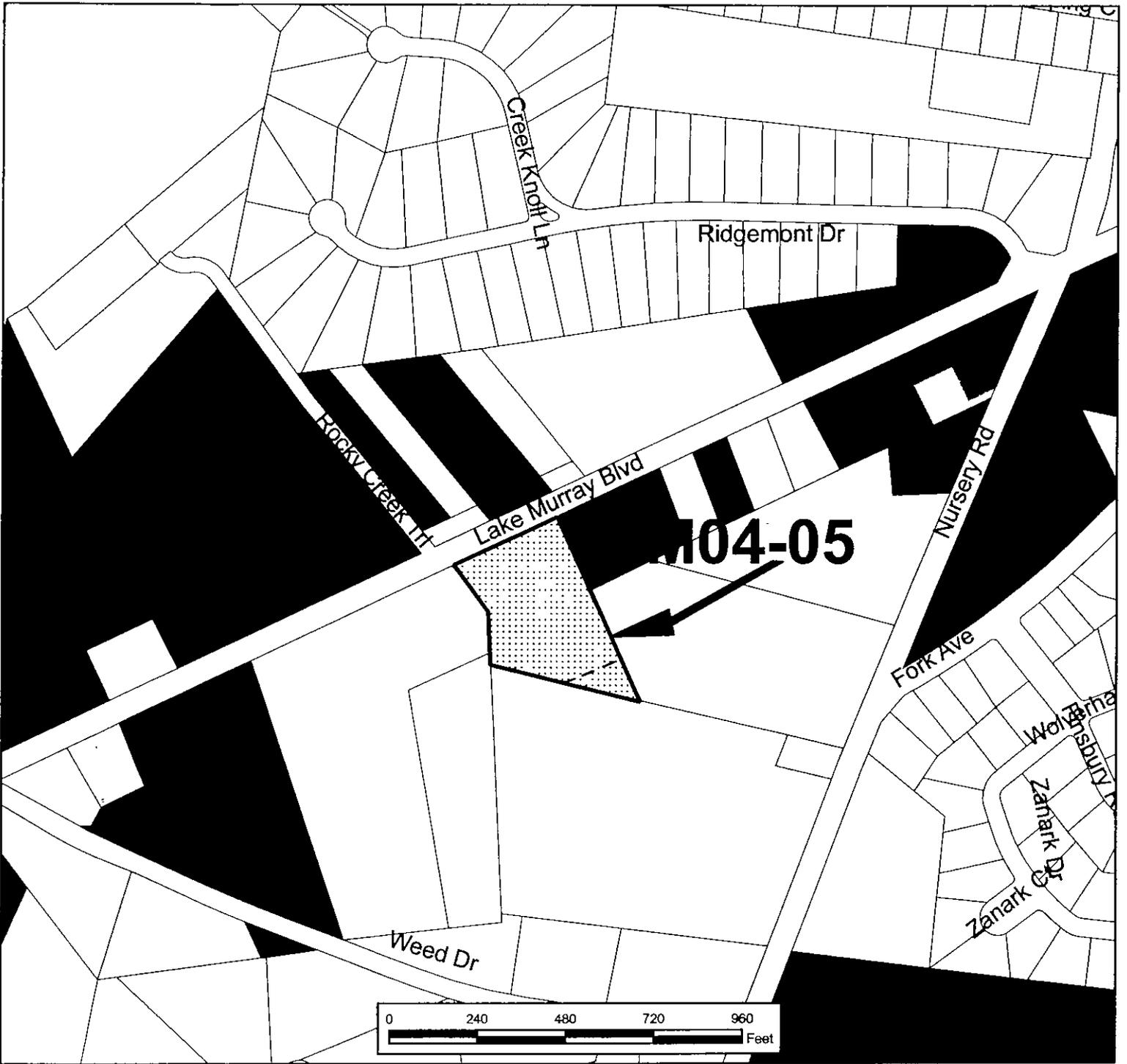


ZONING MAP AMENDMENT #M04-05

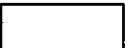
TMS #001998-02-010

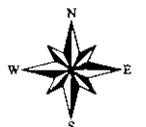
Zoning Legend	
	I - Interstates
	A - Arterial Road
	C - Collector Road
	L - Local Road
	LL - Limited Local Road
	RL4 - Residential Local 4
	RL5 - Residential Local 5
	RL6 - Residential Local 6
	LC - Limited Commercial
	C1 - Neighborhood Commercial
	C2 - General Commercial
	D - Development
	ID - Intensive Development
	PD - Planned Development
	R1 - Low Density Residential
	R2 - Medium Density Residential
	R3 - High Density Residential
	RA - Recreational/Agricultural
	RD - Restrictive Development





ZONING MAP AMENDMENT #M04-05
TMS #001998-02-010
EXISTING LANDUSE

-  VACANT PROPERTY
-  COMMERCIAL PROPERTY
-  RESIDENTIAL PROPERTY



*denied
Assigned to
Justice Committee*

COUNTY OF LEXINGTON

Procurement Services

MEMORANDUM

(O) 359-8385

(F) 359-2240

DATE: October 14, 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: Evidence Locker - Clerk of Court

Competitive telephone bids were solicited for the purchase of an evidence locker requested by Thomas Comerford, Clerk of Court for the Clerk of Court's office. We received four (4) bids of which two (2) were no bids (see attached bid tabulation). This locker is required to store evidence such as guns and drugs for General Sessions Court. The evidence is currently being stored in the old Courthouse. Since moving into the new Judicial Center, the Clerk of Court's office has gained two (2) evidence rooms which are equipped with key locks. This evidence locker will provide the additional security that is needed for the guns and drugs so that anyone entering the room illegally would not have access to these items.

We recommend award to The Rembert Company as the low bidder meeting specifications. The cost for this locker is \$5,496.75 including applicable tax.

If approved, the Clerk of Court has proposed a budget amendment for funds from the Professional Bond Fees account.

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 October 26, 2004.

Attachment

copy: Larry Porth, Director of Finance/Assistant County Administrator
Thomas Comerford, Clerk of Court
Kathy Brazell, Clerk of Court's Office

COUNTY OF LEXINGTON

BID TABULATION SHEET

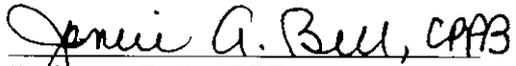
DATE: October 14, 2004

EVIDENCE LOCKER

BIDDER	One (1) Evidence Locker
The Rembert Company	\$5,235.00
J. E. Pope Company, Inc.	\$6,661.50
Barloworld Handling	No Bid
Lyon Workspace Products	No Bid

Barloworld declined quote as this locker is a specialized "police" product.

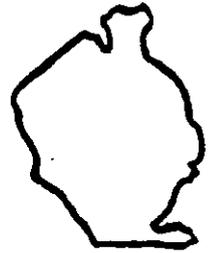
Lyon Workspace Products was not able to quote at this time.



Janice A. Bell, CPPB
Procurement Officer



COUNTY OF LEXINGTON
PUBLIC WORKS DEPARTMENT
ENGINEERING



MEMORANDUM

DATE: November 1, 2004
TO: Art Brooks, County Administrator
FROM: John Fechtel, Public Works Director 
Asst. County Administrator
RE: "C" Fund Bond Alternative

I recently met with Haynsworth Sinkler Boyd, PA on the possibility of issuing bonds, not through SCDOT and the Budget and Control Board but as a cooperative effort with other counties. As you are aware, going directly with the State of South Carolina, we are limited to an annual bond repayment of 15 percent as it relates to our annual revenues. According to what was discussed with us at that meeting, we could have a bond issue for more than the State allows.

Basically, Haynsworth Sinkler Boyd, PA is promoting a larger overall issue with multiple counties involved to take advantage of the economies of scale and to provide a larger amount of funds.

I have asked Haynsworth Sinkler Boyd, PA to explain this alternative at the next Public Works Committee meeting (November 9, 2004). Attached is some of the information they provided at that meeting.

Please add this to the Public Works Committee agenda.

SECURITIZING “C” FUNDS: A PROPOSAL FOR SOUTH CAROLINA COUNTIES

COLUMBIA

CHARLESTON

FLORENCE

GREENVILLE

Haynsworth
Sinkler Boyd, PA

ATTORNEYS AND COUNSELORS AT LAW

SECTION 12-28-2740. Distribution of gasoline user fee among counties.

(A) The proceeds from two and sixty-six one-hundredths cents a gallon of the user fee on gasoline only as levied and provided for in this chapter must be deposited with the State Treasurer and expended for purposes set forth in this section. The monies must be apportioned among the counties of the State in the following manner:

- (1) one-third distributed in the ratio which the land area of the county bears to the total land area of the State;
- (2) one-third distributed in the ratio which the population of the county bears to the total population of the State as shown by the latest official decennial census;
- (3) one-third distributed in the ratio which the mileage of all rural roads in the county bears to the total rural road mileage in the State as shown by the latest official records of the Department of Transportation. The Department of Revenue shall collect the information required pursuant to Section 12-28-1390 regarding the number of gallons sold in each county for use in making allocations of donor funds as provided in subsection (H). The Department of Revenue shall submit the percentage of the total represented by each county to the Department of Transportation and to each county transportation committee annually by May first of the following calendar year. Upon request of a county transportation committee, the Department of Transportation shall continue to administer the funds allocated to the county.

All interest earnings on the County Transportation Fund in the State Treasury must be added to the distribution to counties under this section in proportion to each county's portion of the entire County Transportation Fund. Except for those funds being used in connection with highway projects administered by the Department of Transportation on behalf of counties administering their own "C" funds, these distributions of earnings and the calculation required to determine the appropriate amount shall not include those counties administering their own "C" funds.

(B) The funds expended must be approved by and used in furtherance of a countywide transportation plan adopted by a county transportation committee. The county transportation committee must be appointed by the county legislative delegation and must be made up of fair representation from municipalities and unincorporated areas of the county. County transportation committees may join in approving a regional transportation plan, and the funds must be used in furtherance of the regional transportation plan. This subsection does not prohibit the county legislative delegation from making project recommendations to the county transportation committee. A county transportation committee may expend from the funds allocated under this section an amount not to exceed two thousand dollars for reasonable administrative expenses directly related to the activities of the committee. Administrative expenses may include costs associated with copying, mailings, public notices, correspondence, and recordkeeping but do not include the payment of per diem or salaries for members of the committee.

(C) At least twenty-five percent of a county's apportionment of "C" funds, based on a biennial averaging of expenditures, must be expended on the state highway system for construction, improvements, and maintenance. The Department of Transportation shall administer all funds expended on the state highway system unless the department has given explicit authority to a county or municipal government or other agent acting on behalf of the county transportation committee to design, engineer, construct, and inspect projects using their own personnel. The county transportation committee, at its discretion, may expend up to seventy-five percent of "C" construction funds for activities including other local paving or improving county roads, for street and traffic signs, and for other road and bridge projects.

(D) The funds allocated to the county also may be used to issue county bonds or state highway bonds as provided in subsection (J), pay directly for appropriate highway projects, including engineering, contracting, and project supervision, and match federal funds available for appropriate projects. Beginning July 1, 2002, for any new "C" fund allocations received on or after this date, the balance of uncommitted funds carried forward from one year into the next may not exceed three hundred percent of the county's total apportionment for the most recent year. Expenditures must be documented on a per-project basis upon the completion of each project in reports to the respective county transportation committees. This documentation must be provided by the agency or local government actually expending the funds and it shall include a description of the completed project and a general accounting of all expenditures made in connection with the project summaries of these reports then must be forwarded by each county transportation committee to the department using guidelines established by the department and the department shall compile these reports into an annual statewide report to be submitted to the General Assembly by the second Tuesday of January of each year. The documentation and reporting requirements of this subsection apply only to counties administering their own "C" funds. For purposes of this section, "uncommitted funds" means funds held in the county's "C" fund account that have not been designated for specific projects.

(E) All unexpended "C" funds allocated to a county remain in the account allocated to the county for the succeeding fiscal year and must be expended as provided in this section.

(F) The countywide and regional transportation plans provided for in this section must be reviewed and approved by the Department of Transportation. Before the expenditure of funds by a county transportation committee, the committee shall adopt specifications for local road projects. In counties electing to expend their allocation directly pursuant to subsection (A), specifications of roads built with "C" funds are to be established by the countywide or regional transportation committee. In counties in which the county transportation committee elects to have "C" funds administered by the Department of Transportation, primary and secondary roads built using "C" funds must meet Department of Transportation specifications.

(G) This section must not be construed as affecting the plans and implementation of plans for a Statewide Surface Transportation System as developed by the Department of Transportation.

(H) For purposes of this subsection, "donor county" means a county that contributes to the "C" fund an amount in excess of what it receives under the allocation formula as stated in subsection (A). In addition to the allocation to the counties pursuant to subsection (A), the Department of Transportation annually shall transfer from the state highway fund to the donor counties an amount equal to nine and one-half million dollars in the ratio of the individual donor county's contribution in excess of "C" fund revenue allocated to the county under subsection (A) to the total excess contributions of all donor counties.

(I)(1) In expending funds pursuant to this section, counties that administer their own "C" funds shall use a procurement system that requires competitive sealed bids, no bid preferences not required by state or federal law, and public advertisement of all projects. All bids for contracts in excess of one hundred thousand dollars must be accompanied by certified bid bonds, and all work awarded under the contracts must be covered by performance and payment bonds for one hundred percent of the contract value. Bid summaries must be published in a newspaper of general distribution following each award.

(2) The requirement of a bond for bid security or a bond for payment and performance may not include the requirement that the surety bond be furnished by a particular surety company or through a particular agent or broker.

(J) State highway bonds may be issued for the completion of projects for which "C" funds may be expended for projects as determined by the county transportation committee. **The applicable source for payment of principal and interest on the bonds is the share of "C" fund revenues available for use by the county transportation committee.** The application for the bonds must be filed by the county transportation committee with the Commission of the Department of Transportation and the State Treasurer, which shall forward the application to the State Budget and Control Board. The Budget and Control Board shall consider the application in the same manner that it considers state highway bonds, mutatis mutandis.

(K) Members of the committee are insulated from all personal liability arising out of matters related directly to and within the scope of the performance of official duties and functions conferred upon the committee pursuant to this section.

(L) In Berkeley County, appointments made pursuant to this section are governed by the provisions of Act 159 of 1995.

(M) In Dorchester County, appointments made pursuant to this section are governed by the provisions of Act 512 of 1996.

(N) In Georgetown County, appointments made pursuant to this section are governed by the provisions of Act 515 of 1996 and Section 2, Act 141 of 2001.

(O) Notwithstanding other provisions of this section, the legislative delegation of a county may by delegation resolution abolish the county transportation committee and devolve its powers and duties on the governing body of the county. This devolution may be reversed and the county transportation committee reestablished by a subsequent delegation resolution. The exercise of county transportation committee powers and duties by a county governing body is not deemed to constitute dual office holding.

(P) The Department of Transportation shall perform reviews to ensure compliance with subsections (C), (D), (F), and (I). A county failing to comply with these subsections must have all subsequent "C" fund allocations withheld until the requirements of those subsections are met. If a county fails to comply with those subsections within twenty-four months, the county forfeits fifty percent of its allocations for the following year and the forfeited amount must be divided among the other counties as provided in subsection (A).

(Q) A county subject to a proposed withholding or forfeiture of "C" fund allocations pursuant to this section must be notified in writing of the department's decision. The county, within sixty days of receipt of notice of the decision, may request a review of the decision by a panel consisting of the state highway engineer or his designee, the chairman of the affected county's transportation committee or his designee, and a third person named by mutual agreement between the state highway engineer and the county transportation committee chairman. The panel shall meet and render a decision within ninety days of the request by the county transportation committee. The decision of the panel may be appealed by requesting a contested case hearing before the Administrative Law Judge Division pursuant to Section 1-23-600 and the rules of procedure for the Administrative Law Judge Division. The request for a hearing must be made within thirty days of receipt of the panel's decision.

TRANSPORTATION COMMITTEE FUNDS AKA "C FUNDS"
FUNDING LEVELS OF SELECTED COUNTIES FY 1998 - FY 2005

<u>Fiscal Year</u>	<u>Aiken</u>	<u>Calhoun</u>	<u>Chester</u>	<u>Darlington</u>	<u>Florence</u>	<u>Kershaw</u>	<u>Lexington</u>	<u>Newberry</u>	<u>Totals</u>	<u>1.50x Coverage</u>	<u>1.25x Coverage</u>
1998	\$2,008,500	\$512,000	\$843,900	\$1,063,300	\$2,231,702	\$1,147,700	\$3,317,422	\$922,700	\$12,047,224	\$8,031,483	\$9,637,779
1999	2,157,652	512,600	850,600	1,059,000	2,315,877	1,149,100	3,176,214	946,300	12,167,343	8,111,562	9,733,875
2000	2,104,400	539,400	895,100	1,114,400	2,363,495	1,209,300	3,177,781	990,000	12,393,875	8,262,584	9,915,100
2001	2,150,700	545,300	914,800	1,139,000	2,326,202	1,235,900	3,188,200	1,011,800	12,511,902	8,341,268	10,009,522
2002	2,176,600	553,300	899,800	1,124,800	2,368,180	1,252,500	3,439,334	1,009,300	12,823,814	8,549,210	10,259,052
2003	2,307,500	585,000	955,500	1,196,000	2,426,679	1,326,000	3,917,144	1,059,500	13,773,323	9,182,215	11,018,658
2004	2,201,000	558,000	911,400	1,140,800	2,291,827	1,264,800	3,899,915	1,010,600	13,278,343	8,852,228	10,622,674
2005	2,289,700	580,500	948,200	1,186,800	2,358,818	1,315,800	3,846,511	1,051,400	13,577,729	9,051,820	10,862,183
Totals	\$17,396,052	\$4,386,100	\$7,219,300	\$9,024,100	\$18,682,780	\$9,901,100	\$27,962,521	\$8,001,600	\$102,573,553	\$8,547,796 (Average)	\$10,257,355 (Average)
8 Year Average	\$2,174,507	\$548,263	\$902,413	\$1,128,013	\$2,335,347	\$1,237,638	\$3,495,315	\$1,000,200	\$12,821,694		
Share of Average	16.96%	4.28%	7.04%	8.80%	18.21%	9.65%	27.26%	7.80%	100.00%		

RATE OF ANNUAL GROWTH IN "C" FUND DISTRIBUTIONS

<u>Fiscal Year</u>	<u>Total State Allocation</u>	<u>Growth Rate</u>	<u>Aiken Allocation</u>	<u>Growth Rate</u>	<u>Darlington Allocation</u>	<u>Growth Rate</u>	<u>Lexington Allocation</u>	<u>Growth Rate</u>
1998	\$65,761,000		\$2,008,500		\$1,063,300		\$3,317,422	
1999	65,828,000	0.10%	2,157,652	7.43%	1,059,000	-0.40%	3,176,214	-4.26%
2000	68,779,000	4.48%	2,104,400	-2.47%	1,114,400	5.23%	3,177,781	0.05%
2001	70,084,000	1.90%	2,150,700	2.20%	1,139,000	2.21%	3,188,200	0.33%
2002	70,300,000	0.31%	2,176,600	1.20%	1,124,800	-1.25%	3,439,334	7.88%
2003	74,500,000	5.97%	2,307,500	6.01%	1,196,000	6.33%	3,917,144	13.89%
2004	71,500,000	-4.03%	2,201,000	-4.62%	1,140,800	-4.62%	3,899,915	-0.44%
2005	74,000,000	3.50%	2,289,700	4.03%	1,186,800	4.03%	3,846,511	-1.37%
	Average Rate:	1.75%	Average Rate:	1.97%	Average Rate:	1.65%	Average Rate:	2.30%

Name of Issue: S.C. COUNTIES C FUND POOL BONDS
SERIES 2004

Coverage Factor: 1.50x

Dated: DECEMBER 1, 2004

Average Interest Rate: 3.50%

Calendar Year	Principal Due June 1	Interest Rate	Interest Due June 1	Interest Due Dec. 1	Total Due
2005	\$7,195,000	3.50%	\$675,062.50	\$549,150.00	\$8,419,212.50
2006	7,445,000	3.50%	549,150.00	418,862.50	8,413,012.50
2007	7,705,000	3.50%	418,862.50	284,025.00	8,407,887.50
2008	7,975,000	3.50%	284,025.00	144,462.50	8,403,487.50
2009	8,255,000	3.50%	144,462.50	0.00	8,399,462.50
TOTAL	\$38,575,000		\$847,350.00	\$428,487.50	\$25,210,837.50

PROCEEDS DISTRIBUTION

<u>Aiken</u>	<u>Calhoun</u>	<u>Chester</u>	<u>Darlington</u>	<u>Florence</u>	<u>Kershaw</u>	<u>Lexington</u>	<u>Newberry</u>	<u>Total</u>
\$6,542,161	\$1,649,488	\$2,714,974	\$3,393,708	\$7,026,063	\$3,723,522	\$10,515,910	\$3,009,174	\$38,575,000

DEBT SERVICE REQUIREMENTS

Calendar Year	Debt Service	Debt Service Aiken	Debt Service Calhoun	Debt Service Chester	Debt Service Darlington	Debt Service Florence	Debt Service Kershaw	Debt Service Lexington	Debt Service Newberry	Debt Service Total
2005	\$8,419,213	\$1,427,864	\$360,010	\$592,558	\$740,696	\$1,533,478	\$812,680	\$2,295,157	\$656,769	\$8,419,213
2006	8,413,013	1,426,812	359,745	592,122	740,150	1,532,349	812,081	2,293,467	656,286	8,413,013
2007	8,407,888	1,425,943	359,526	591,761	739,700	1,531,415	811,587	2,292,070	655,886	8,407,888
2008	8,403,488	1,425,197	359,338	591,452	739,313	1,530,614	811,162	2,290,870	655,543	8,403,488
2009	8,399,463	1,424,514	359,166	591,168	738,958	1,529,881	810,773	2,289,773	655,229	8,399,463

RESIDUAL FUNDS

Calendar Year	Residual Aiken	Residual Calhoun	Residual Chester	Residual Darlington	Residual Florence	Residual Kershaw	Residual Lexington	Residual Newberry
2005	\$746,643	\$188,252	\$309,854	\$387,317	\$801,869	\$424,958	\$1,200,158	\$343,431
2006	747,694	188,518	310,290	387,862	802,999	425,556	1,201,848	343,914
2007	748,563	188,737	310,651	388,313	803,932	426,051	1,203,245	344,314
2008	749,310	188,925	310,961	388,700	804,734	426,475	1,204,445	344,657
2009	749,992	189,097	311,244	389,054	805,467	426,864	1,205,542	344,971

Name of Issue: S.C. COUNTIES C FUND POOL BONDS
SERIES 2004

Coverage Factor: 1.25x

Dated: DECEMBER 1, 2004

Average Interest Rate: 3.50%

Calendar Year	Principal Due June 1	Interest Rate	Interest Due June 1	Interest Due Dec. 1	Total Due
2005	\$8,615,000	3.50%	\$820,750.00	\$822,755.04	\$10,258,505.04
2006	9,075,000	3.50%	669,987.50	511,175.00	10,256,162.50
2007	9,400,000	3.50%	511,175.00	346,675.00	10,257,850.00
2008	9,730,000	3.50%	346,675.00	176,400.00	10,253,075.00
2009	10,080,000	3.50%	176,400.00	0.00	10,256,400.00
TOTAL	\$46,900,000		\$1,034,250.00	\$523,075.00	\$30,767,325.00

PROCEEDS DISTRIBUTION

Aiken	Calhoun	Chester	Darlington	Florence	Kershaw	Lexington	Newberry	Total
\$7,954,047	\$2,005,469	\$3,300,901	\$4,126,115	\$8,542,381	\$4,527,108	\$12,785,384	\$3,658,595	\$46,900,000

DEBT SERVICE REQUIREMENTS

Calendar Year	Debt Service	Debt Service Aiken	Debt Service Calhoun	Debt Service Chester	Debt Service Darlington	Debt Service Florence	Debt Service Kershaw	Debt Service Lexington	Debt Service Newberry	Debt Service Total
2005	\$10,258,505	\$1,739,800	\$438,659	\$722,011	\$902,511	\$1,868,487	\$990,221	\$2,796,566	\$800,250	\$10,258,505
2006	10,256,163	1,739,403	438,559	721,846	902,305	1,868,061	989,995	2,795,927	800,067	10,256,163
2007	10,257,850	1,739,689	438,631	721,965	902,454	1,868,368	990,158	2,796,387	800,199	10,257,850
2008	10,253,075	1,738,879	438,427	721,629	902,033	1,867,498	989,697	2,795,085	799,826	10,253,075
2009	10,256,400	1,739,443	438,569	721,863	902,326	1,868,104	990,018	2,795,992	800,085	10,256,400

RESIDUAL FUNDS

Calendar Year	Residual Aiken	Residual Calhoun	Residual Chester	Residual Darlington	Residual Florence	Residual Kershaw	Residual Lexington	Residual Newberry
2005	\$434,706	\$109,603	\$180,402	\$225,501	\$466,860	\$247,417	\$698,750	\$199,950
2006	435,104	109,704	180,566	225,707	467,287	247,643	699,388	200,133
2007	434,817	109,631	180,448	225,559	466,979	247,480	698,928	200,001
2008	435,627	109,836	180,784	225,979	467,849	247,941	700,230	200,374
2009	435,063	109,693	180,550	225,687	467,243	247,620	699,323	200,115

**COMPARISON OF INFLATION COST v.
INTEREST COST**

INFLATION FACTOR: 6.46205%

<u>Fiscal Year</u>	<u>Base Year Costs</u> <u>Darlington</u>	<u>Inflation</u> <u>2002</u>	<u>Inflation</u> <u>2003</u>	<u>Inflation</u> <u>2004</u>	<u>Actual Cost</u>	
2001	\$1,139,000				\$1,139,000	
2002	1,124,800	1,197,485			1,197,485	
2003	1,196,000	1,273,286	1,355,567		1,355,567	
2004	675,200	718,832	765,283	814,736	814,736	Cost of Inflation
	\$4,135,000				\$4,506,788	\$371,788

INTEREST ON BONDS: 3.50%

<u>Calendar Year</u>	<u>Principal Due June 1</u>	<u>Interest Rate</u>	<u>Interest Due June 1</u>	<u>Interest Due Dec. 1</u>	<u>Total Due</u>	
2001	\$770,000	3.50%	\$72,362.50	\$58,887.50	\$901,250.00	
2002	800,000	3.50%	58,887.50	44,887.50	903,775.00	
2003	825,000	3.50%	44,887.50	30,450.00	900,337.50	
2004	855,000	3.50%	30,450.00	15,487.50	900,937.50	
2005	885,000	3.50%	15,487.50	0.00	900,487.50	Cost of Interest
TOTAL	\$4,135,000		\$222,075.00	\$149,712.50	\$4,506,787.50	\$371,788

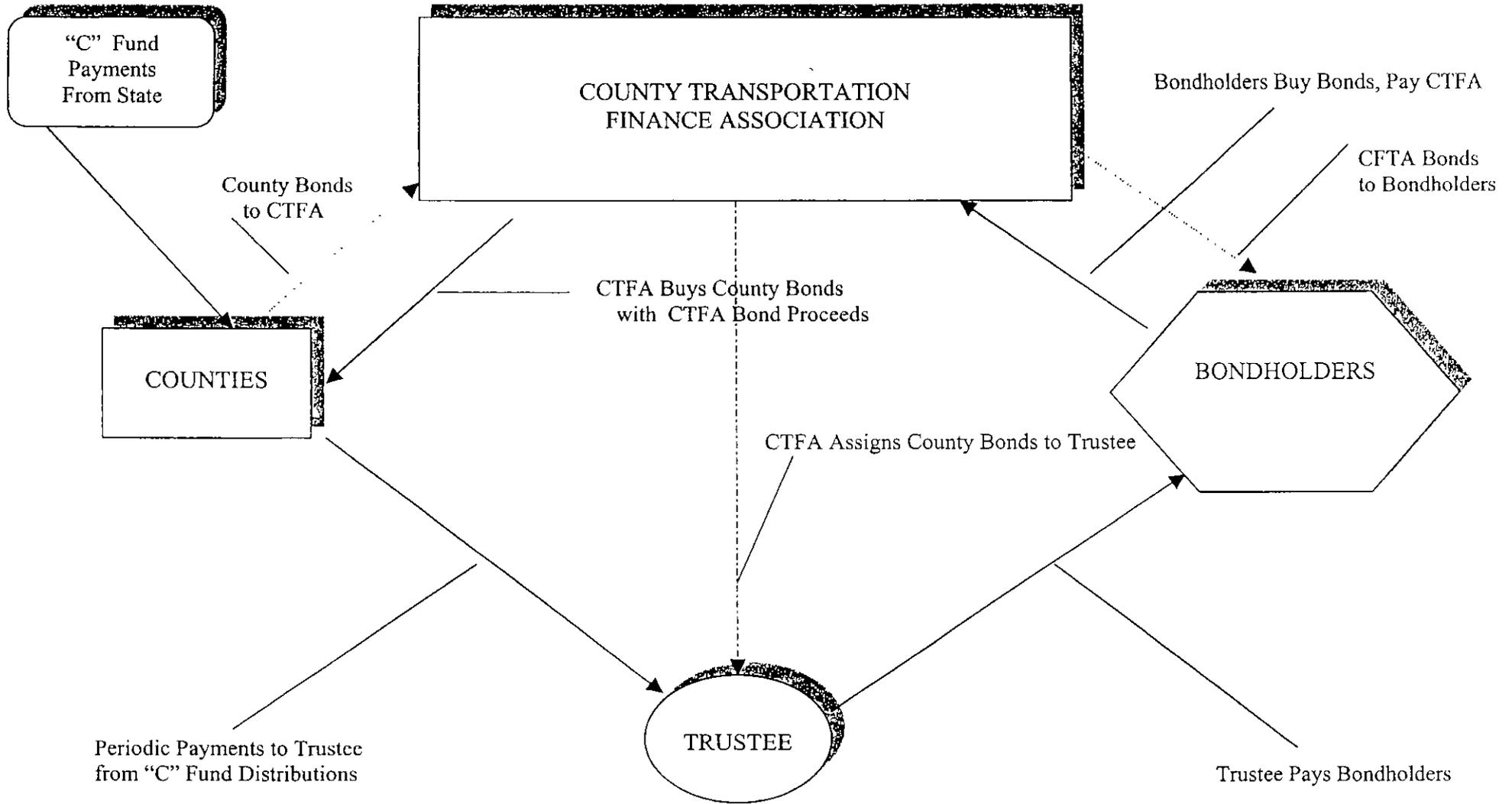
**CASH FLOW COMPARISON: PAY-AS-YOU-GO v.
BOND FINANCING**

PAY-AS-YOU-GO -- INFLATION AT 6.462%

<u>Fiscal Year</u>	<u>Fund Balance</u>	<u>"C" Fund Allocation</u>	<u>Project Expenditures</u>	<u>Carry-Forward</u>
2005	0	\$1,139,000	\$1,139,000	0
2006	0	1,124,800	1,124,800	0
2007	0	1,196,000	1,196,000	0
2008	0	1,140,800	1,140,800	0
2009	0	1,186,800	1,186,800	0
2010	0	1,186,800	1,186,800	0
Total Projects:			\$6,974,200	

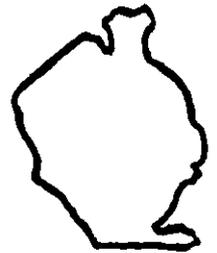
BOND FINANCING--5 YEARS, 3.5% AVERAGE ANNUAL INTEREST COST

<u>Fiscal Year</u>	<u>Fund Balance</u>	<u>"C" Fund Allocation</u>	<u>Bond Proceeds</u>	<u>Project Expenditures</u>	<u>Debt Service</u>	<u>Carry-Forward</u>
2005	0	\$1,139,000	\$4,135,000	\$2,067,500		\$3,206,500
2006	\$3,206,500	1,124,800		3,430,050	\$901,250	-
2007	-	1,196,000		292,225	903,775	-
2008	-	1,140,800		240,463	900,338	-
2009	-	1,186,800		285,863	900,938	-
2010	-	1,186,800	\$4,135,000	2,067,500	900,488	2,353,813
Total Projects:			\$8,383,600			





COUNTY OF LEXINGTON
PUBLIC WORKS DEPARTMENT
ENGINEERING



M E M O R A N D U M

DATE: November 1, 2004

TO: Art Brooks, County Administrator

FROM: John Fechtel, Public Works Director 
Asst. County Administrator

RE: Subdivision of Property with Excess Material (dirt)
Requirement

Our current Stormwater Management and Sediment Control Ordinance allows unlimited removal of proposed excess material (dirt) through an approved grading permit. State law section 48-20-40 (1) (b) (attached) basically states mining does not include excavation when conducted solely in aid of on-site farming or of on-site construction. Since we are under the delegated review law of the state, an approved grading plan issued by the County would exclude it from the Mining Act.

In light of this, there is the potential of by-passing the Mining Act by having a grading permit issued through our normal process but yet have the sole intent of mining a site to bypass regulations.

In order to prevent this from happening, we propose an addition to the Stormwater Management and Sediment Control Ordinance and/or our Subdivisions Regulations to require an approved bonding mechanism to ensure to the County that the proposed grading plan will be utilized in the manner proposed. Therefore, only proposed developments that have an excess material of a certain quantity would have this requirement. For example: subdivision xyz plans indicate excess material of 20,000* cubic yards or more to be removed. Before a permit is issued, a bond corresponding to the proposed site improvements will be posted with the County.

This is just a recommendation that could be modified as County Council sees fit.

Also, our Land Disturbance Permits are Issued for five (5) years and are valid as long as there is not a lapse of activity for a period of twelve (12) months. We think this permit period should also be discussed by County Council.

Please refer this to the Public Works Committee for the November 9, 2004 meeting.

* For discussion purposes only.

SECTION 48-20-30. Department responsible for administration of chapter. [SC ST SEC 48-20-30]

The South Carolina Department of Health and Environmental Control is responsible for administering provisions and requirements of this chapter. This includes the process and issuance of **mining** permits and approval of reclamation plans, collection of reclamation performance bonds, conduct of environmental appraisals, technical assistance to mine operators and the public, implementation of research and demonstration projects, and inspections of all **mining** operations and reclamation as set forth in this chapter. Proper performance of these responsibilities may necessitate that the department seek comment from other relevant state agencies regarding matters within their respective areas of statutory responsibility or primary interests. The department has the ultimate authority, subject to the appeal provisions of this chapter, over all **mining**, as defined in this section and the provisions of this chapter regulating and controlling such activity.

SECTION 48-20-40. Definitions. [SC ST SEC 48-20-40]

As used in this chapter:

(1) "**mining**" means:

(a) the breaking of the surface soil to facilitate or accomplish the extraction or removal of ores or mineral solids for sale or processing or consumption in the regular operation of a business;

(b) removal of overburden lying above natural deposits of ore or mineral solids and removal of the minerals exposed, or by removal of ores or mineral solids from deposits lying exposed in their natural state.

Removal of overburden and the **mining** of limited amounts of ores or mineral solids are not considered **mining** when done only for the purpose of determining location, quantity, or quality of a natural deposit of ores or mineral solids removed during exploratory excavation or **mining** if the ores or mineral solids removed are sold, processed for sale, or consumed in the regular operation of a business and if the affected land does not exceed two acres in area. **mining** does not include plants engaged in processing minerals except as the plants are an integral part of the removal of ores or mineral solids from natural deposits. **mining** does not include excavation when conducted solely in aid of on-site farming or of on-site construction. **mining** does not include operations where the operations are engaged in the harvesting of oysters, clams, or the removal of shellfish from coastal bottoms.

(2) "Council" means the **mining** Council created by Sections 48-21-10 and 48-21-20.

(3) "Department" means the South Carolina Department of Health and Environmental Control. Whenever under this chapter the department is assigned duties, they may be performed by the director or by subordinates as designated.

(4) "Minerals" means soil, clay, coal, stone, gravel, sand, phosphate, rock, metallic ore, and any other mineral or substance found in natural deposits on or in the earth.

(5) "Affected land" means:

(a) the area of land from which overburden or minerals have been removed or upon which overburden has been deposited, or both, including an area on which a plant is located which is an integral part of the process of removal of ores or mineral solids from natural deposits; or

(b) stockpiles and settling ponds located on or adjacent to lands from which overburden or minerals have been removed.

3.60 Expiration of Permit



A Land Disturbance Permit will remain valid for up to five(5) years from the date of issuance, provided that the project is in compliance with this Ordinance and is not inactive for a period of twelve consecutive months.

3.70 Responsibility of Applicant

During any land disturbance operation, the applicant shall be responsible for carrying out the proposed work in accordance with the permit, approved plan, specifications, and time schedule, and in compliance with all requirements of this Ordinance.

On the advice from the County Attorney, this section has been omitted.

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

November 09, 2004

BILLY DERRICK

Board of Zoning Appeals - Ronnie E. Garner - Term expires 12/31/04 - Not eligible for reappointment

SMOKEY DAVIS

Assessment Appeals Board - James S. Cleckler - Term expired 9/21/04 - Eligible for reappointment

BOBBY KEISLER

Assessment Appeals Board - Barry Clonts - Term expired 9/21/04 - Eligible for reappointment, however does not attend meetings

Museum Commission - Deborah J. Senn - Term expired 11/1/04 - Eligible for reappointment

JOHNNY JEFFCOAT

Planning Commission - Eddie Wilder - Term expired 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

Museum Commission - Toni L. Greer - Term expired 11/01/04 - Eligible for reappointment

Board of Zoning Appeals - Robert N. Senn - Term expires 12/31/04 - Not eligible for reappointment

TODD CULLUM

Accommodations Tax Board - Vacant - Term expired 12/31/03

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

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

BUILDING CODE BOARD OF APPEALS

Building - E. D. Sturkie - Term expired 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

LEXINGTON/RICHLAND ALCOHOL & DRUG ABUSE COUNCIL

At-Large Appointments

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

Fred Steppe - Term expires 12/31/04 - Eligible for reappointment

William L. Rawl, Jr. - Term expires 12/31/04 - Not eligible for reappointment

TEMPORARY SIGN AND PERMITTING COMMITTEE

Vacant - District 7

COUNTY OF LEXINGTON

Procurement Services

MEMORANDUM

(O) 359-8385

(F) 359-2240

DATE: October 29, 2004

TO: Art Brooks
County Administrator

FROM: Sheila R. Fulmer, CPPB
Procurement Manager



SUBJECT: HVAC Air Handler Replacement-Administration Building
Emergency Procurement - Building Services

We have received a requisition from Ray Disher, Building Services Manager to purchase a new HVAC Air Handler for the County Administration Building. This purchase includes all equipment, labor, and materials for the removal and proper disposal of the existing unit, and complete installation of the new unit. The existing unit is approximately thirty (30) years old and can no longer be repaired. This is an emergency purchase as the new equipment will take three to four weeks to receive once the order has been placed. The administration building could be without heating or air conditioning for an extended period of time, if not ordered immediately. In order to replace the old air handler, it will be necessary to remove existing brick facade, doors, and walls in this area. This work will be handled by the Building Services Department.

The County has standardized with Carrier for all HVAC requirements. This has been deemed a sole source through Walker-White as they are the contracted vendor for the existing campus plan construction and renovation contractors. The cost for the HVAC portion is \$24,260.00. The cost of the interior work to be performed by Building Services is \$5,740.00.

The total cost of this project is \$30,000.00 including applicable tax.

Funding will be requested under a separate budget amendment together with this recommendation.

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 November 09, 2004.

copy: Larry Porth, Director of Finance/Assistant County Administrator
Ray Disher, Building Services Manager

COUNTY OF LEXINGTON

Procurement Services

MEMORANDUM

(O) 359-8385

(F) 359-2240

DATE: October 29, 2004

TO: Art Brooks
County Administrator

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

FROM: Janice A. Bell, CPPB Procurement Officer *J Bell*

SUBJECT: Happy Town Road and Boggy Branch Court Roadway and Waterline Project
Community and Economic Development
BID NO. B05005-10/27/04B

Invitations for bids were advertised and solicited from qualified contractors for the Happy Town Road and Boggy Branch Court Project. The project includes the construction of approximately 1.65 miles of roadway on Happy Town Road and 0.13 miles of Boggy Branch Court. There is an estimated 2,737 L.F. of 18"; 5,098 L.F. of 24"; 907 L.F. of 30"; and 1,047 L.F. of 36" R.C. pipe, 13,252 C.Y. of Unclassified Excavation, 65 Type 9 Catch Basins, 17 Tons Rip Rap (Class A), 34,326 S.Y. of Macadam Base Crusher Run (8" Uniform) and 126 Tons of Maintenance Stone. We received bids from five (5) contractors (see attached bid tab).

Bids were evaluated by George Bistany, Community Development Administrator; Brian Nickerson, E.I.T., Civil Engineering Consulting Services Incorporated; and Janice A. Bell, Procurement Officer. It is our recommendation to award this contract to Walter L. Hunter Construction as being the lowest responsive bidder. The Boggy Branch Court portion of this project will not be awarded at this time due to the County not being able to secure the proper right of way easements. The total bid for the Happy Town Road Phase I, Phase II and Waterline portion of this project, based on estimated quantities, is \$1,363,526.85.

Funds are appropriated in the following accounts:

2400-131201-537104	Urban Entitlement Community Develop Happy Town Water/Fire Improvement	\$418,997.50
2400-131201-537105	Urban Entitlement Community Develop Happy Town - Happy Town Road	\$794,859.10

If approved, a budget amendment will be processed for \$149,670.25 to cover the balance needed.

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 November 9, 2004.

Attachment

copy: Larry Porth, Director of Finance / Assistant County Administrator
Tammy Coghill, Director of Community and Economic Development
George Bistany, Community Development Administrator
Jim Starling, Public Works

COUNTY OF LEXINGTON

BID TABULATION SHEET

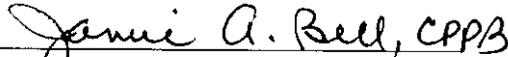
BID: B05005-10/27/04B

DATE: October 29, 2004

HAPPY TOWN ROAD AND BOGGY BRANCH COURT - WATERLINE

BIDDER	Boggy Branch Court	Happy Town Road Phase I	Happy Town Road Phase II	Waterline	TOTAL BID
Walter L. Hunter Construction	\$90,890.10	\$340,337.65	\$604,191.70	\$418,997.50	\$1,454,416.95
Cherokee, Inc.	\$87,735.05	\$357,378.55	\$654,400.25	\$439,995.00	\$1,539,508.85
McClam & Associates	\$100,110.41	\$388,244.95	\$682,881.15	\$376,606.00	\$1,547,842.51
C. R. Jackson, Inc.	\$104,069.25	\$381,656.90	\$693,964.75	\$443,379.50	\$1,623,070.40
L-J, Inc.	\$102,631.75	\$392,020.40	\$697,267.30	\$492,127.50	\$1,684,046.95

Bids Opened: October 27, 2004 @ 3:00 p.m.


Janice A. Bell, CPPB
Procurement Officer

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★ Swansea, SC

A: Road Paving and Waterline
B: Waterline
C: Fire Hydrants



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COUNTY OF LEXINGTON

Procurement Services

MEMORANDUM

(O) 359-8385

(F) 359-2240

DATE: November 2, 2004

TO: Art Brooks
County Administrator

THROUGH: Sheila R. Fulmer, CPPB
Procurement Manager



FROM: Janice A. Bell, CPPB
Procurement Officer



SUBJECT: Trees - B05011-11/01/04B
County Council

Competitive bids were solicited for the purchase of 200 trees requested by County Council. We received seven (7) bids (see attached bid tabulation). Bids were evaluated by Rhett Bickley, Landscape Administrator and Janice Bell, Procurement Officer. We recommend award to Alex's Nursery Incorporated as the low bidder meeting specifications. The cost for these trees is \$12,029.33 including applicable tax.

These trees are to be planted throughout the County in celebration of Lexington County's 200th birthday and in recognition of the business communities support of the landscape ordinance and awareness of natural resources.

Funding will be requested under a separate budget amendment together with this recommendation.

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 November 9, 2004.

Attachment

copy: Larry Porth, Director of Finance/Assistant County Administrator
Tammy Coghill, Director of Community and Economic Development
Rhett Bickley, Landscape Administrator

COUNTY OF LEXINGTON
BID TABULATION SHEET

BID: B05011-11/01/04B

TREES

Description	A. P. Bowden Construction Co.	Green Acres Services, Inc.	Alex's Nursery, Inc.	Ponyhill Nursery & Landscaping, LLC	Jim Ken Nursery, Inc.	Clean Cut Lawn Maintenance, LLC	Southern Vistas, Inc.
40 each - Live Oak	\$67.00 each - \$2,680.00	\$82.00 each - \$3,280.00	\$60.00 each - \$2,400.00	\$85.00 each - \$3,400.00	\$65.00 each - \$2,600.00	\$145.00 each - \$5,800.00	\$95.00 each - \$3,800.00
40 each - Willow Oak	\$67.00 each - \$2,680.00	\$82.00 each - \$3,280.00	\$60.00 each - \$2,400.00	\$75.00 each - \$3,000.00	\$128.00 each - \$5,120.00	\$145.00 each - \$5,800.00	\$90.00 each - \$3,600.00
40 each - Shumard Oak	\$67.00 each - \$2,680.00	\$82.00 each - \$3,280.00	\$60.00 each - \$2,400.00	\$75.00 each - \$3,000.00	\$66.00 - each \$2,640.00	\$145.00 each - \$5,800.00	\$95.00 each - \$3,800.00
30 each - Lacebark Elm	\$79.00 each - \$2,370.00	\$82.00 each - \$2,460.00	\$65.00 each - \$1,950.00	\$114.00 each - \$3,420.00	No Bid	\$145.00 each - \$4,350.00	\$90.00 each - \$2,700.00
25 each - Crapemyrtle Natchez/white	\$67.00 each - \$1,675.00	\$70.00 each - \$1,750.00	\$35.00 each - \$875.00	\$65.00 each - \$1,625.00	\$65.00 each - \$1,625.00	\$140.00 each - \$3,500.00	\$60.00 each - \$1,500.00
25 each - Crapemyrtle Tuscarora/red	\$67.00 each - \$1,675.00	\$72.00 each - \$1,800.00	\$35.00 each - \$875.00	\$65.00 each - \$1,625.00	No Bid	\$140.00 each - \$3,500.00	\$60.00 each \$1,500.00
650 cu ft - Hardwood Mulch	\$1.15 cu ft - \$747.50	\$1.18 cu. ft - \$767.00	\$0.85616 cu. ft. - \$556.50	\$1,275.00 cu. ft. - \$9,562.50	No Bid	\$1.29 cu ft. - \$838.50	\$1.00 cu ft. - \$650.00
Sub-total	\$14,507.50	\$16,617.00	\$11,456.50	\$25,632.50		\$29,588.50	\$17,550.00
Tax	\$725.38	\$830.85	\$572.83	\$1,281.63		\$1,479.43	\$877.50
Total	\$15,232.88	\$17,447.85	\$12,029.33	\$26,914.13		\$31,067.93	\$18,427.50

Bids Opened November 1, 2004

Janice A Bell, CPPB
Procurement Officer



COUNTY OF LEXINGTON

Procurement Services

MEMORANDUM

(O) 359-8385

(F) 359-2240

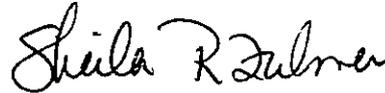
DATE: October 29, 2004

TO: Art Brooks
County Administrator

THROUGH: Sheila R. Fulmer, CPPB
Procurement Manager

FROM: Janice A. Bell, CPPB
Procurement Officer

SUBJECT: EMS Equipment and Accessories
Bid No. B05008-10/18/04B
Public Safety/EMS



Competitive bids were solicited and advertised for EMS Equipment and Accessories for Public Safety/EMS. Bidders were allowed to submit bids on one or a multiple of items, depending on the products that they can provide.

We received eight (8) bids (bid tabulation is attached). Bids were evaluated by Mike Gillis, EMS Logistics Officer and Janice A. Bell, Procurement Officer. It is our recommendation to make multiple awards to the lowest bidders meeting specifications for a total cost including sales tax of \$21,331.82 as follows:

Items #1, #2, & #4	Southeastern Emergency Equipment	\$ 2,375.63
Item #3	Armstrong Medical Ind. Inc.	\$ 436.80
Items #5, #6, #8, #9, & #10	Matrx Medical Inc.	\$18,072.22
Item #7	Moore Medical Corp.	\$ 447.17

Funds are appropriated in the following accounts:

#1000-131400-5A5062	\$ 496.13
#1000-131400-5A5063	\$ 447.17
#1000-131400-5A5064	\$5,742.45
#1000-131400-5A5065	\$ 934.50
#1000-131400-5A5066	\$1,381.80
#1000-131400-5A5069	\$5,979.75
#1000-131400-5A5072	\$1,823.85
#1000-131400-5A5074	\$4,526.17

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 November 9, 2004.

Attachments

copy: Larry Porth, Director of Finance/Assistant County Administrator
Tom Gross, Emergency Services Coordinator
Mike Gillis, EMS Logistics Officer

COUNTY OF LEXINGTON

BID TABULATION SHEET

BID: B05008-10/18/04B

EMS EQUIPMENT AND ACCESSORIES

Description	Southeastern Emergency Equipment	Henry Schein, Inc.	Tri-Anim Health Services, Inc.	Tech & Med Ind.	Moore Medical Corp.	Armstrong Medical Ind. Inc.	Laerdal Medical Corporation	Matrix Medical Inc.
20 - "D" Size Aluminum Oxygen Cylinder	\$44.50 ea/ \$890.00	\$84.04 ea/ \$1,680.80	\$49.36 ea/ \$987.20	\$48.14 ea/ \$962.80	\$52.30 ea/ \$1,046.00	\$67.20 ea/ \$1,344.00	No Bid	\$54.00 ea/ \$1,080.00
10 - M1733A ECG Cable	\$47.25 ea/ \$472.50	No Bid	\$57.81 ea/ \$578.10	No Bid	No Bid	No Bid	No Bid	\$65.00 ea/ \$650.00
1 - Laerdal FR2 AED Trainer	\$422.00 ea/ \$422.00	\$342.90 ea/ \$342.90	\$421.88 ea/ \$421.88	\$434.36 ea/ \$434.36	\$431.94 ea/ \$431.94	\$416.00 ea/ \$416.00	\$495.00 ea/ \$495.00	\$439.00 ea/ \$439.00
6 - Laerdal FR2 AED Battery	\$150.00 ea/ \$900.00	No Bid	No Bid	\$192.46 ea/ \$1924.60	No Bid	No Bid	No Bid	\$195.00 ea/ \$1,950.00
4 - Nonin Brand Pulse Oximeter	Discontinued	\$1,052.50 ea/ \$4,210.00	No Bid	No Bid	No Bid	No Bid	No Bid	\$1,390.00 ea/ \$5,560.00
3 - Nonin Pulse Oximeter Carrying Case	Discontinued	\$51.09 ea/ \$153.27	No Bid	No Bid	No Bid	No Bid	No Bid	\$45.00 ea/ \$135.00

Description	Southeastern Emergency Equipment	Henry Schein, Inc.	Tri-Anim Health Services, Inc.	Tech & Med Ind.	Moore Medical Corp.	Armstrong Medical Ind. Inc.	Laerdal Medical Corporation	Matrx Medical Inc.
2 - Ultra Breathsaver Trauma/Air way Bag	\$233.40 ea/ \$466.80	No Bid	No Bid	\$228.15 ea/ \$456.30	\$212.94 ea/ \$425.88	\$230.00 ea/ \$460.00	No Bid	\$239.00 ea/ \$478.00
3 - CAS Medical Oscillomate 9001 BP Monitor	\$1,500.00 ea/ \$4,500.00	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	\$1,436.88 ea/ \$4,310.64
3 - Ferno Model 42 combo Stretcher Chair	\$594.85 ea/ \$1,784.55	\$759.89 ea/ \$2,279.67	\$626.49 ea/ \$1,879.47	\$631.69 ea/ \$1,895.07	No Bid	No Bid	No Bid	\$579.00 ea/ \$1,737.00
3 - Ferno Model 35- A Stretcher	\$1,900.00 ea/ \$5,700.00	\$2,670.94 ea/ \$8,012.82	\$1,956.27 ea/ \$5,868.81	\$1,972.55 ea/ \$5,917.65	No Bid	No Bid	No Bid	\$1,823.00 ea/ \$5,469.00

Henry Schein, Inc. does not meet specifications on item #3 and item #5.

Bids Opened. October 18, 2004

Janice A. Bell, CPPB
Procurement Officer



COUNTY OF LEXINGTON

Procurement Services

MEMORANDUM

(O) 359-8385

(F) 359-2240

DATE: October 29, 2004

TO: Art Brooks
County Administrator

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

FROM: Janice A. Bell, CPPB *J Bell*
Procurement Officer

**SUBJECT: Motorola 800 MHZ Radios and Accessories
Sheriff's Department**

We are in receipt of requisitions for the purchase of two (2) Motorola 800 MHZ Radios and Accessories for the Sheriff's Department. The radios and accessories will be purchased directly from the manufacturer (Motorola) through the South Carolina State Contract #OIR2002.07. These items are required for officer safety to investigate undercover operations and to perform duties as a narcotic investigator. The grant procedures have been approved by the South Carolina Department of Public Safety. Total cost of these items including tax is \$9,923.36.

Funds are appropriated in the following accounts:

2436-151200-5A5204	LE/Multijurisdictional Task Force (1) 800 MHZ Radio - Lexington Police Department	\$4,961.68
2436-151200-5A5199	LE/Multijurisdictional Task Force (1) 800 MHZ Radio - Swansea	\$4,961.68

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 November 9, 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

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

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STATE OF SOUTH CAROLINA
COUNTY COUNCIL FOR LEXINGTON COUNTY
ORDINANCE NO. 04-16

AUTHORIZING AN AMENDMENT TO THE AGREEMENT FOR DEVELOPMENT OF JOINT COUNTY INDUSTRIAL PARK BY AND BETWEEN LEXINGTON COUNTY, SOUTH CAROLINA AND NEWBERRY COUNTY, SOUTH CAROLINA, IN ORDER TO EXPAND THE BOUNDARIES OF THE PARK TO INCLUDE CERTAIN PROPERTY OWNED BY SHAKESPEARE COMPOSITE STRUCTURES LLC, TO AMEND CERTAIN PROVISIONS RELATED TO FEE IN LIEU OF TAXES AND OTHER MATTERS RELATED THERETO.

WHEREAS, Newberry County, South Carolina ("Newberry County") and Lexington County, South Carolina ("Lexington County") (collectively, the "Counties"), as authorized under Article VIII, Section 13(D) of the South Carolina Constitution and Section 4-1-170 of the Code of Laws of South Carolina, 1976, as amended (the "Act"), have jointly developed an Industrial Park (the "Park") pursuant to the Agreement for Development of Joint County Industrial Park dated July 28, 1998 (the "Park Agreement"); and

WHEREAS, in response to requests from companies seeking to invest in either Newberry County or Lexington County, the Counties have heretofore expanded the boundaries of the Park to include additional property, which inclusion has afforded the requesting companies additional tax benefits under South Carolina law; and

WHEREAS, Shakespeare Composite Structures LLC (the "Company"), has requested that the Counties expand the boundaries of the Park to include the Company's property located in Newberry County and described in the attached **Exhibit A** (the "Property"); and

WHEREAS, the Counties now desire to expand the boundaries to include the Company's property; and

WHEREAS, the Counties further desire to amend Section 11 of the Park Agreement related to certain fee in lieu of taxes matters.

NOW, THEREFORE, BE IT ORDAINED BY THE LEXINGTON COUNTY COUNCIL AS FOLLOWS:

Section 1. Expansion of Park Boundaries. There is hereby authorized an expansion of the Park boundaries to include the Property. The County Council Chair, the County Administrator and the Clerk to the County Council are hereby authorized to execute such documents and take such further actions as may be necessary to complete the expansion of the Park boundaries. The expansion shall be complete upon the adoption of this Ordinance by the Lexington County Council and a companion Ordinance by the Newberry County Council.

Section 2. Additional Amendment to Park Agreement. Section 11 of the Park Agreement is hereby amended and restated to provide:

11. Fees in Lieu of Taxes Pursuant to Section 4-29-67 or Section 4-12-10 et. Seq. or Section 12-44-10 et seq., Code of Laws of South Carolina. It is hereby agreed that the entry by Newberry County or Lexington County into any one or

more agreements pursuant to Section 4-29-67 or Section 4-12-10 et. Seq. or Section 12-44-10 et seq. with respect to property located within the Newberry Park or the Lexington Park and the terms of such agreements shall be at the sole discretion of the County in which the park site is located.

The County Council Chair, the County Administrator and the Clerk to County Council are hereby authorized to execute such documents and take such further actions as may be necessary to evidence this amendment. This amendment to the Park Agreement shall be complete upon the adoption of this Ordinance by the Lexington County Council and a companion Ordinance by the Newberry County Council.

Section 3. Savings Clause. If any portion of this Ordinance shall be deemed unlawful, unconstitutional or otherwise invalid, the validity and binding effect of the remaining portions shall not be affected thereby.

Section 4. General Repealer. Any prior Ordinance, the terms of which are in conflict herewith, is, only to the extent of such conflict, hereby repealed

Section 5. Effectiveness This Ordinance shall be effective after third and final reading.

LEXINGTON COUNTY, SOUTH CAROLINA

Chair, County Council
Lexington County, South Carolina

(SEAL)

ATTEST:

Clerk to County Council
Lexington County, South Carolina

READINGS:

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

Exhibit A

Legal Description

(19845 US Highway 76, Newberry, SC)

All that certain piece, parcel or tract of land, situate, lying and being in Tax District No. 1, in the County of Newberry, in the State of South Carolina, containing twenty-four and twenty-four one-hundredths (24.24) acres, more or less, and being shown on a plat of same prepared by Walton B. Halfacre, Surveyor, dated September 30, 1964, which plat is recorded in the Clerk's office for Newberry County in Plat Book U at page 78 and being bounded as shown on said plat as follows: on the north by right of way of CN&L Railroad; on the east by lands of Ralph Granville Boozer; on the south by State Highway No. 76; and on the west by lands of Ralph S. Boazman and Harriett B. Boazman.

TOGETHER WITH AN EASEMENT RECORDED IN MISC. BOOK 18, PAGE 30.

LESS AND EXCEPTING:

That certain parcel of land conveyed to Ralph Granville Boozer from C/P Corporation dated 07/14/1966, recorded in Book 91, page 107.

TMS#337-1-11

STATE OF SOUTH CAROLINA) AMENDMENT TO THE
) AGREEMENT FOR DEVELOPMENT OF
 COUNTY OF NEWBERRY) JOINT COUNTY INDUSTRIAL PARK
)
 COUNTY OF LEXINGTON)

THIS AMENDMENT (this "Amendment") to the Agreement for Development of Joint County Industrial Park dated July 28, 1998 by and between Lexington County and Newberry County (the "Agreement"), each a political subdivision of the State of South Carolina, is entered into as of this ___ day of _____, 2004.

WHEREAS, Newberry County, South Carolina ("Newberry County") by Ordinance dated _____, 2004, and Lexington County, South Carolina ("Lexington County") by Ordinance dated _____, 2004, have each approved an amendment to Section 11 of the Agreement and desire to evidence such amendment by this Amendment;

NOW THEREFORE, in consideration of the recitals above and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereby agree as follows:

1. Section 11 of the Park Agreement is hereby amended and restated in its entirety as follows:

11. Fees in Lieu of Taxes Pursuant to Section 4-29-67 or Section 4-12-10 et. Seq. or Section 12-44-10 et seq., Code of Laws of South Carolina. It is hereby agreed that the entry by Newberry County or Lexington County into any one or more agreements pursuant to Section 4-29-67 or Section 4-12-10 et. Seq. or Section 12-44-10 et seq. with respect to property located within the Newberry Park or the Lexington Park and the terms of such agreements shall be at the sole discretion of the County in which the park site is located.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK.]

WITNESS our Hands and Seals this _____ day of _____, 2004.

NEWBERRY COUNTY, SOUTH CAROLINA

By: _____
Chair, County Council

By: _____
County Administrator

ATTEST:

Clerk to County Council

LEXINGTON COUNTY, SOUTH CAROLINA

By: _____
Chair, County Council

By: _____
County Administrator

ATTEST:

Clerk to County Council

COUNTY OF LEXINGTON

AN ORDINANCE AUTHORIZING THE EXECUTION AND DELIVERY OF A FEE AGREEMENT BY AND BETWEEN LEXINGTON COUNTY, SOUTH CAROLINA, AND PELLA CORPORATION PROVIDING FOR PAYMENT OF A FEE IN LIEU OF TAXES.

WHEREAS, Lexington County, South Carolina (the "County") acting by and through its County Council (the "County Council") is authorized and empowered under and pursuant to the provisions of Title 12, Chapter 44, Code of Laws of South Carolina 1976, as amended (the "Act"), to enter into a fee agreement (the "Fee Agreement") with any industry which identifies certain properties of such industries as economic development property (thereby reducing the tax burden on such industries), through which powers the industrial development of the State of South Carolina (the "State") and the County will be promoted and trade developed by inducing manufacturing and commercial enterprises to locate, remain, and expand in the State and the County and thus to utilize and employ the manpower, products, and natural resources of the State of South Carolina to benefit the general public welfare of the County by providing services, employment, or other public benefits not otherwise provided locally; and

WHEREAS, Pella Corporation, a corporation organized and existing under the laws of the State of Iowa (referred to hereinafter as the "Company") desires to enter into a Fee Agreement with the County for the purpose of authorizing a fee in lieu of tax arrangement with the Company for its investment in the County in a facility for the production of windows and doors, which is expected to be in excess of \$22,000,000 over five years and expected to result in the creation of at least 450 new jobs (the "Project"), all as more fully set forth in the Fee Agreement attached hereto; and

WHEREAS, the County previously entered into an Inducement Agreement with the Company, authorized by the County's resolution dated _____, 2004; and

WHEREAS, the County has caused to be presented to this meeting the form of the Fee Agreement by and between the County and the Company (the "Fee Agreement") which contains the agreement for the Company to pay a fee-in-lieu of tax for the Project in the County; and

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

NOW, THEREFORE, BE IT ORDAINED by Lexington County, South Carolina as follows:

Section 1. In order to promote industry, develop trade, and utilize and employ the manpower, products and natural resources of the State of South Carolina by assisting the Company to locate, acquire, and/or expand an industrial facility in the State of South Carolina, the Fee Agreement and the Inducement Agreement are hereby authorized, ratified and approved.

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

- (a) The Project will constitute a “project” as said term is referred to and defined in the Act, and the County’s actions herein will subserve the purposes and in all respects conform to the provisions and requirements of the Act.
- (b) The Project and the payments in lieu of taxes set forth herein are beneficial to the County and the County has evaluated the Project based upon all criteria prescribed by law and has, to the extent needed, sought and received the assistance of the Department of Revenue or the Board of Economic Advisors.
- (c) The Project will benefit the general public welfare of the County by providing services, employment, recreation or other public benefits not otherwise adequately provided locally.
- (d) The Project gives rise to no pecuniary liability of the County or any incorporated municipality or a charge against the general credit or taxing power of either.
- (e) The purposes to be accomplished by the Project, *i.e.*, economic development, creation and retention of jobs, and addition to the tax base of the County, are proper governmental and public purposes.
- (f) The inducement of the location, acquisition, and/or expansion of the Project within the County and State is of paramount importance.
- (g) Taking into account all criteria prescribed by law, the benefits of the Project will be greater than the costs.

Section 3. The form, terms and provisions of the Fee Agreement presented to this meeting are hereby approved and all of the terms, provisions and conditions thereof are hereby incorporated herein by reference as if the Fee Agreement was set out in this Ordinance in their entirety. The Chairman of the County Council is hereby authorized, empowered and directed to execute, acknowledge, and deliver the Fee Agreement in the name of and on behalf of the County, and thereupon to cause the Fee Agreement to be delivered to the Company. The Fee Agreement is to be in substantially the form now before this meeting and is hereby approved, with such changes therein as shall be approved by the officials of the County executing the same, with advice of counsel, their execution thereof to constitute conclusive evidence of their approval of any and all changes or revisions therein from the form of Fee Agreement now before this meeting.

Section 4. The Chairman of the County Council for and on behalf of the County, is hereby authorized and directed to do any and all things necessary to effect the execution and delivery of the Fee Agreement and the performance of all obligations of the County under and pursuant to the Fee Agreement, including the execution of any certificates in connection therewith.

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

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

Passed and approved this ____ day of _____, 2004.

**LEXINGTON COUNTY,
SOUTH CAROLINA**

By: _____
Chairman, County Council of
Lexington County, South Carolina

ATTEST:

By: _____
Clerk to County Council of
Lexington County, South Carolina

First Reading: _____, 2004
Second Reading: _____, 2004
Public Hearing: _____, 2004
Third Reading: _____, 2004

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FEE AGREEMENT

Between

LEXINGTON COUNTY, SOUTH CAROLINA

and

PELLA CORPORATION

an Iowa Corporation

Dated _____, 2004

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FEE AGREEMENT

THIS FEE AGREEMENT (the "Fee Agreement") is made and entered into as of _____, 2004, by and between LEXINGTON COUNTY, SOUTH CAROLINA (the "County"), a body politic and corporate and a political subdivision of the State of South Carolina (the "State"), acting by and through the Lexington County Council (the "County Council") as the governing body of the County, and PELLA CORPORATION (the "Company"), a corporation organized and existing under the laws of the State of Iowa.

RECITALS:

1. The County is authorized by Title 12, Chapter 44, Code of Laws of South Carolina, 1976, as amended (the "Act") (i) to enter into a fee agreement with entities meeting the requirements of such Act, which identifies certain property of such entities as economic development property, (ii) to induce industries to locate in the State, and (iii) to encourage industries now located in the State to expand their investments and thus make use of and employ manpower, products, and other resources of the State.

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

3. The County Council has evaluated the Project based on all criteria required by law that include, but are not limited to, the purposes to be accomplished by the Project, the

anticipated dollar amount and nature of the investment to be made, and the anticipated costs and benefits to the County.

4. Pursuant to an Inducement Agreement authorized by County resolution dated _____, 2004 (the "Inducement Agreement") between the County and the Company, the County agreed to provide certain incentives to the Company provided the Company invests at least \$22,000,000 in the County through the acquisition of land and improvements (including a building or buildings thereon), the renovation of buildings and the acquisition of personal property, including, but not limited to, machinery, equipment, and furniture which, when completed, will constitute a project within the meaning of the Act.

Pursuant to an Ordinance adopted on _____, 2004 (the "Fee Ordinance"), the County Council authorized the County to enter into a Fee Agreement with the Company which classifies the property comprising the Project as Economic Development Property under the Act as further described herein.

NOW, THEREFORE, FOR AND IN CONSIDERATION of the respective representations and agreements hereinafter contained, the parties hereto agree as follows:

ARTICLE I

DEFINITIONS

Section 1.01 The terms defined in this Article shall for all purposes of this Fee Agreement have the meanings herein specified, unless the context clearly requires otherwise:

"Act" shall mean Title 12, Chapter 44, Code of Laws of South Carolina, 1976, as amended, and all future acts supplemental thereto or amendatory thereof.

"Commencement Date" shall mean the last day of the property tax year during which the Project or the first Phase thereof is placed in service, which date must not be later than the last

day of the property tax year which is three years from the year in which the County and the Company enter into this Fee Agreement.

“Company” shall mean Pella Corporation, an Iowa Corporation.

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

“County Council” shall mean the Lexington County Council, the governing body of the County.

“Diminution in Value” in respect of the Project or any Phase of the Project shall mean any reduction in the value based on original fair market value as determined in Step 1 of Section 4.1(a) of this Fee Agreement, of the items which constitute a part of the Project or such Phase which may be caused by *(i)* the Company’s removal and/or disposal of equipment pursuant to Section 4.7 of this Fee Agreement; *(ii)* a casualty to the Project or such Phase of the Project, or any part thereof, described in Section 4.8 of this Fee Agreement; or *(iii)* a condemnation of the Project or such Phase of the Project, or any part thereof, described in Section 4.9 of this Fee Agreement.

“Economic Development Property” shall mean each item of real and tangible personal property comprising the Project which is eligible for inclusion as economic development property under the Act, and which is identified by the Company in its annual filing of a SCDOR PT-300S or comparable form with the South Carolina Department of Revenue and Taxation (as such filing may be amended from time to time) for each year within the Investment Period.

“Equipment” shall mean all of the machinery, equipment, furniture and fixtures, together with any and all additions, accessions, replacements and substitutions thereto or therefor used or to be used in the County for the purposes described in Section 2.2(b) hereof.

“Event of Default” shall mean any event of default specified in Section 5.1 of this Fee Agreement.

“Exemption Period” shall mean the period beginning on the first day of the property tax year after the property tax year in which an applicable piece of Economic Development Property is placed in service and ending on the Termination Date. In case there are Phases of the Project, the Exemption Period applies to each year’s investment made during the Investment Period.

“Fee Agreement” shall mean this Fee Agreement.

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

“Improvements” shall mean all improvements to the Real Property, including buildings, building additions, roads, sewer lines, and infrastructure, together with any and all additions, fixtures, accessions, replacements, and substitutions thereto or therefor used or to be used in the county for the purposes described in Section 2.2(b) hereof.

“Inducement Agreement” shall mean the Inducement Agreement entered into between the County and the Company pursuant to County resolution dated _____, 2004.

“Investment Period” shall mean the period beginning the first day Economic Development property is purchased or acquired and ending five years after the Commencement Date; provided a later date may be agreed to by the Company and the County pursuant to Section 12-44-30(13) of the Act.

“Minimum Investment Requirements” shall mean an investment in the Project in the County of at least \$22,000,000 all as calculated and within the limits set forth in the Inducement Agreement.

“Phase” or “Phases” in respect of the Project shall mean that the Equipment, Improvements and Real Property, if any, of the Project are placed in service during more than one year in the Investment Period and the word “Phase” shall therefore refer to the applicable portion of the Project placed in service in a given year in the Investment Period.

“Project” shall mean any and all of the Equipment, Improvements, and Real Property used or to be used in the County for the purposes described in Section 2.2(b) hereof located at 375 Metropolitan Drive, West Columbia, County of Lexington, State of South Carolina, together with the costs of the acquisition, construction, installation, design and engineering thereof to the fullest extent permitted by law.

“Real Property” shall mean all real property used or to be used in the County for the purposes described in Section 2.2(b) hereof located at 375 Metropolitan Drive, West Columbia, County of Lexington, State of South Carolina, consisting of approximately 62.1 acres of land more particularly described on Exhibit A attached hereto, together with all and singular the rights, members, hereditaments and appurtenances belonging or in any way incident or appertaining thereto.

“Removed Components” shall mean the following types of components or Phases of the Project or portions thereof, all of which the Company shall be entitled to remove from the Project with the result that the same shall no longer be subject to the terms of the Fee Agreement:
(a) components or Phases of the Project or portions thereof which the Company, in its sole discretion, determines to be inadequate, obsolete, worn-out, uneconomic, damaged, unsuitable,

undesirable or unnecessary pursuant to Section 4.7 hereof or otherwise; or (b) components or Phases of the Project or portions thereof which the Company in its sole discretion elects to be treated as removed pursuant to Section 4.8(c) or Section 4.9(b)(iii) of this Fee Agreement.

“Replacement Property” shall mean any property which is placed in service as a replacement for any item of Equipment or any Improvement previously subject to this Fee Agreement regardless of whether such property serves the same functions as the property it is replacing and regardless of whether more than one piece of property replaces any item of Equipment or any Improvement.

“Statutory Investment Requirement” shall mean an investment in the Project in the County of at least \$5,000,000, as required by the Act.

“Termination Date” shall mean the last day of a property tax year which is the nineteenth (19th) year following the first property tax year in which an applicable piece of Economic Development Property is placed in service, provided, that if this Fee Agreement is terminated earlier in accordance with the Act or the terms hereof, the Termination Date is the date this Fee Agreement is terminated, and provided further that it is the intention of the parties that at least twenty (20) fee-in-lieu of tax payments as calculated under 4.1 hereof shall have been made with respect to each phase of the Project.

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

Section 1.02 The term “investment” or “invest” as used herein shall include not only investments made by the Company, but also to the fullest extent permitted by law, those

investments made by or for the benefit of the Company in connection with the Project through federal, state or local grants.

Section 1.03 The recitals above are incorporated into the operative provisions of this document.

ARTICLE II

REPRESENTATIONS AND WARRANTIES

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

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

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

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

(d) The County has designated the Real Property an industrial development park (as defined in the Simplified FILOT) in accordance with South Carolina Code § 4-1-170.

(e) The Real Property was incorporated in such industrial development park prior to any improvements and buildings having been placed in service (as defined under the applicable South Carolina property tax laws, regulations and decisions).

(f) The Real Property is in an unincorporated part of the County. Previously, there was a question whether a portion of approximately 9.22 acres was in the unincorporated part of the County. The County has confirmed that it is in the unincorporated part of the County.

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

(a) The Company is duly organized and in good standing under the laws of the State of Iowa, is qualified to do business in the State of South Carolina, has power to enter into this Fee Agreement, and has duly authorized the execution and delivery of this Fee Agreement.

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

(c) Inasmuch as at present the Company anticipates that the cost of the Project will exceed \$5,000,000, the cost of the Project will exceed the minimum investment required by the Act.

ARTICLE III

COMMENCEMENT AND COMPLETION OF THE PROJECT

Section 3.1 The Project. The Company has made plans for the acquisition of land with real estate improvements thereon and the acquisition and installation of fixtures, machinery and equipment, which together comprise the Project and which are anticipated to constitute

approximately \$22,000,000 in investment in the County and are anticipated to create approximately 450 new full-time jobs in the County.

Pursuant to the Act and subject to Section 4.3 hereof, the Company and the County hereby agree that the property comprising the Project shall be Economic Development Property as defined under the Act and shall therefore be exempt from all *ad valorem* taxation during the Exemption Period. Anything contained in this Agreement to the contrary notwithstanding the Company shall not be obligated to complete the acquisition of the Project. However, if the Company does not meet the Minimum Investment Requirements, this Fee Agreement shall be modified as provided in Section 4.3 hereof.

Section 3.2 Diligent Completion. The Company agrees to use its reasonable efforts to cause the acquisition, construction, and installation of the Project to be completed as soon as practicable, but in any event on or prior to the end of the Investment Period.

Section 3.3 Filing.

The Company shall cause a copy of this Agreement, as well as a copy of the completed form PT-443 of the Department, to be filed with the County Auditor, the County Assessor and the Department within thirty (30) days after the date of execution and delivery hereof, as well as with the auditors and assessors for all counties participating in the industrial development park if the Project is located in such a park. The Company also agrees to deliver to the County Auditor, the County Assessor, and the County Treasurer a copy of any form or return filed with the South Carolina Department of Revenue. The County agrees to make these forms and returns available to any County Auditor or any County participating in the industrial development park (as defined in the Act) in which the Project is located.

Section 3.4 Waiver of Recapitulation of Contents of Fee Agreement. The parties agree to waive the recapitulation of the contents of this Fee Agreement as allowed by Section 12-44-55 of the Act

ARTICLE IV

PAYMENTS IN LIEU OF TAXES

Section 4.1 Negotiated Payments.

(a) Pursuant to Section 12-44-50 of the Act, the Company is required to make payments in lieu of *ad valorem* taxes to the County with respect to the Project. Inasmuch as the Company anticipates the Project will involve an initial investment of sums sufficient to qualify to enter into a negotiated fee in lieu of tax arrangement under Section 12-44-50(A)(1) of the Act and this Agreement, the County and the Company have negotiated the amount of the payments in lieu of taxes. In accordance therewith, the Company shall make payments in lieu of *ad valorem* taxes on all Economic Development Property which comprises the Project and is placed in service, as follows: the Company shall make payments in lieu of *ad valorem* taxes during the Exemption Period with respect to the entire Project or, if there are Phases of the Project, with respect to each Phase of the Project, said payments to be made annually and to be due and payable and subject to penalty assessments on the same dates and in the same manner as prescribed by the County for *ad valorem* taxes. The amount of such annual payments in lieu of taxes shall be determined by the following procedure (subject, in any event, to the required procedures under the Act):

- Step 1: Determine the fair market value of the Project (or Phase of the Project) placed in service during the Exemption Period, provided (i) if Real Property is constructed for the fee or is purchased in an arms length transaction, fair market value is deemed to equal the original income tax basis for State income tax purposes without regard to depreciation, otherwise, the property must be reported at its fair market value for ad

valorem taxes as determined by appraisal (the fair market value estimate established for the first year of the fee remains the fair market value of the real property for the life of the fee); and (ii) fair market value for personal property is determined by using the original income tax basis for State income tax purposes less depreciation allowable for property tax purposes, except that no extraordinary obsolescence shall be allowable. These values shall be determined by taking into account all applicable property tax exemptions which would be allowed to the Company under State law, if the property were taxable, except those exemptions specifically disallowed under Section 12-44-50(A)(2) of the Act.

Step 2: Apply an assessment ratio of seven (7.0%) percent to the fair market value as determined for each year in Step 1 to establish the taxable value of the Project (or each Phase of the Project) in the year it is placed in service and in each of the nineteen years thereafter, or such longer period of years that the annual fee payment is permitted to be made by the Company under the Act if such longer period is approved by the County in writing.

Step 3: Use a fixed millage rate equal to the millage rate in effect on June 30, 2004 (which the parties believe is 380.844 mills) during the Exemption Period against the taxable value determined in Step 2, above, to determine the amount of the payments in lieu of taxes which would be due during the Exemption Period on the payment dates prescribed by the County for such payments or such longer period of years that the annual fee payment is permitted to be made by the Company under the Act, as amended.

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

(c) In the event that the Act and/or the above-described payments in lieu of taxes are declared invalid or unenforceable, in whole or in part, for any reason, the parties express their intentions that such payments be reformed so as to most closely effectuate the intent thereof and so as to afford the Company with the benefits to be derived herefrom, it being the intention of the County to offer the Company a strong inducement to locate the Project in the County. Subject to

Section 4.2 hereof, if the Project is deemed to be subject to *ad valorem* taxation, this Agreement shall terminate and the Company shall pay regular property taxes from that point forward as levied on the Project by the County, municipality or municipalities, school district or school districts, and other political units but with appropriate reductions equivalent to all tax exemptions which would be afforded to the Company if the Project was and had not been Economic Development Property under the Act. In such event, any amount determined to be due and owing to the County from the Company, with respect to a year or years for which payments in lieu of *ad valorem* taxes have been previously remitted by the Company to the County hereunder, shall be reduced by the total amount of payments in lieu of *ad valorem* taxes made by the Company with respect to the Project pursuant to the terms hereof to the maximum extent permitted by law.

Section 4.2 Infrastructure Credit. The County agrees that in case the FILOT incentive described herein is found to be invalid or otherwise does not provide the Company with the economic benefit it is intended to receive from the County as an inducement to locate in the County, the savings lost as a result of such invalidity will be considered a special source revenue credit or infrastructure improvement credit to the Company to the maximum extent permitted by law and the County will provide a special source revenue credit or infrastructure improvement credit against all FILOT payments or fee payments made or to be made by the Company equal to the amount that the Company would have saved if the FILOT had been valid, to the maximum extent permitted by law.

Section 4.3 Failure to Achieve Minimum Investment Requirements.

(a) In the event that: (i) the Project has not reached the Minimum Investment Requirement, or (ii) the Project has not resulted in the creation of at least 450 new fulltime jobs,

each no later than by the end of the Investment Period, the payment in lieu of *ad valorem* taxes to be paid to the County by the Company shall terminate retroactively and the Company shall become obligated from that point forward to pay either: (i) a fee (assuming the Project remains exempt from property taxes due to its location in an industrial development park) equal to the normally applicable property taxes (with all applicable exemptions), with a credit to the Company for all fee payments previously made; or (ii) regular property taxes (in case the Project is no longer located in an industrial development park) with appropriate reductions equivalent to all tax exemptions which would be afforded to the Company in such a case and a credit for all fee payments previously made. In case the Project does not maintain the Minimum Investment Requirement (without regard to depreciation) or the minimum job creation of 450 jobs, after the Investment Period and during the term of the Agreement, the FILOT incentive shall terminate prospectively only.

Section 4.4 Payments in Lieu of Taxes on Replacement Property. If the Company elects to replace any Removed Components and to substitute such Removed Components with Replacement Property as a part of the Project, or the Company otherwise utilizes Replacement Property, then, pursuant and subject to Section 12-44-60 of the Act, the Company shall make statutory payments in lieu of *ad valorem* taxes with regard to such Replacement Property as follows:

- (i) Replacement Property does not have to serve the same function as property it is replacing. Replacement Property is deemed to replace the oldest property subject to the FILOT, whether real or personal, which is disposed of in the same property tax year as the Replacement Property is placed in service. Replacement Property qualifies for FILOT treatment as Economic Development

Property up to the original income tax basis of Economic Development Property which is disposed of in the same property tax year. More than one piece of property can replace a single piece of Economic Development Property. To the extent that the income tax basis of the Replacement Property exceeds the original income tax basis of the property which it is replacing, the excess amount is subject to payments equal to the *ad valorem* taxes which would have been paid on such property but for the FILOT Agreement. Replacement Property is entitled to the FILOT payment for the period of time remaining during the Exemption Period for the Economic Development Property which it is replacing; and

(ii) The new Replacement Property which qualifies for the FILOT payment shall be recorded using its income tax basis and the FILOT payment shall be calculated using the millage rate and assessment ratio provided on the original property subject to FILOT payment.

Section 4.5 Reductions in Payments of Taxes Upon Removal, Condemnation, or Casualty. In the event of a Diminution in Value of the Project or any Phase of the Project, the payment in lieu of taxes with regard to the Project or that Phase of the Project shall be reduced in the same proportion as the amount of such Diminution in Value bears to the original fair market value of the Project or that Phase of the Project as determined pursuant to Step 1 of Section 4.1(a) hereof; *provided, however*, and in any event, that if at any time subsequent to the end of the Investment Period, the total value of the Project based on the original income tax basis of the Equipment, Real Property, and Improvements contained therein, without deduction for depreciation, is less than \$22,000,000 beginning with the first payment thereafter due hereunder and continuing until the end of the Fee Term, the FILOT incentive shall terminate.

Section 4.6 Place and Allocation of Payments in Lieu of Taxes. The Company shall make the above-described payments in lieu of taxes directly to the County in accordance with applicable law.

Section 4.7 Removal of Equipment. Subject, always, to Section 4.5 hereof, the Company shall be entitled to remove components or Phases of the Project from the Project in its sole discretion with the result that said components or Phases shall no longer be considered a part of the Project and shall no longer be subject to the terms of this Fee Agreement to the fullest extent allowed by the Act, as amended. Economic Development Property is disposed of only when it is scrapped or sold or if it is removed from the Project. If it is removed from the Project, it is subject to ad valorem taxes to the extent the Economic Development Property remains in the State.

Section 4.8 Damage or Destruction of Project.

(a) Election to Terminate. In the event the Project is damaged by fire, explosion, or any other casualty, the Company shall be entitled to terminate this Agreement provided, however, in such event, and to the extent permitted by law, the Company shall only be required to make fee-in-lieu of tax payments as to all or any part of the tax year in which the damage or casualty occurs to the extent property subject to *ad valorem* taxes would otherwise have been subject to such taxes under the same circumstances for the period in question.

(b) Election to Rebuild. In the event the Project is damaged by fire, explosion, or any other casualty, and if the Company does not elect to terminate this Agreement, the Company may commence to restore the Project with such reductions or enlargements in the scope of the Project, changes, alterations, and modifications (including the substitution and addition of other property) as may be desired by the Company, subject always to Section 4.5, hereof. All such

restorations and replacements shall be considered, to the fullest extent permitted by law, substitutions of the destroyed portions of the Project and shall be considered part of the Project for all purposes hereof, including, but not limited to any amounts due by the Company to the County under Section 4.1 hereof. To the extent allowed by law, the Company shall only be required to make fee-in-lieu of tax payments after such damage or other casualty occurs to the extent property subject to ad valorem taxes would otherwise have been subject to such taxes under the same circumstances for the period in question.

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

Section 4.9 Condemnation.

(a) Complete Taking. If at any time during the Fee Term title to or temporary use of the entire Project should become vested in a public or quasi-public authority by virtue of the exercise of a taking by condemnation, inverse condemnation or the right of eminent domain, or by voluntary transfer under threat of such taking, or in the event that title to a portion of the Project shall be taken rendering continued occupancy of the Project commercially unfeasible in the judgment of the Company, the Company shall have the option to terminate this Fee Agreement as of the time of vesting of title by sending written notice to the County within a reasonable period of time following such vesting, provided, however, in such event, and to the extent allowed by law, the Company shall only be required to make fee-in-lieu of tax payments as to all or any part of the tax year in which the damage or casualty occurs to the extent property subject to *ad valorem* taxes would otherwise have been subject to such taxes under the same circumstances for the period in question.

(b) Partial Taking. In the event of a partial taking of the Project or a transfer in lieu thereof, the Company may elect: (i) to terminate this Fee Agreement, provided, however, in such event, and to the extent allowed by law, the Company shall only be required to make fee-in-lieu of tax payments as to all or any part of the tax year in which the taking occurs to the extent property subject to *ad valorem* taxes would otherwise have been subject to such taxes under the same circumstances for the period in question.; (ii) subject to Section 4.5 hereof, to repair and restore the Project, with such reductions or enlargements in the scope of the Project, changes, alterations, and modifications (including the substitution and addition of other property) as may be desired by the Company and all such changes, alterations, and modifications shall be considered as substitutions of the taken parts of the Project; or (iii) to treat the portions of the Project so taken as Removed Components.

Section 4.10 Confidentiality/Limitation on Access to Project. The County acknowledges and understands that the Company utilizes confidential and proprietary “state of the art” manufacturing equipment and techniques and that any disclosure of any information relating to such equipment or techniques, including but not limited to disclosures of financial or other information concerning the Company’s operations could result in substantial harm to the Company and could thereby have a significant detrimental impact on the Company’s employees and also upon the Company. Therefore, the County agrees that, except as required by law and pursuant to the County’s police powers, or as otherwise required herein, neither the County nor any employee, agent or contractor of the County: (i) shall request or be entitled to receive any such confidential or proprietary information; (ii) shall request or be entitled to inspect the Project, or any property associated therewith; *provided, however*, that if an Event of Default shall have occurred and be continuing hereunder, the County shall be entitled to inspect the Project

provided they shall comply with the remaining provisions of this Section; or *(iii)* shall knowingly and voluntarily disclose or otherwise divulge any such confidential or proprietary information to any other person, firm, governmental body or agency, or any other entity unless specifically required to do so by State law. Prior to disclosing any confidential or proprietary information or allowing inspections of the Project, or any property associated therewith, the Company may require the execution of reasonable, individual, confidentiality and non-disclosure agreements by any officers, employees or agents of the County or any supporting or cooperating governmental agencies who would gather, receive, or review such information or conduct or review the results of any inspections.

Section 4.11 Assignment . With the prior written consent of the County (unless such consent is expressly not required pursuant to Section 12-44-120 of the Act or any successor provision), this Fee Agreement may be assigned in whole or in part by the Company. The transferee, for purposes of calculating the fee due hereunder, assumes the current basis the Company has in the Economic Development Property.

ARTICLE V

DEFAULT

Section 5.1 Events of Default. The following shall be “Events of Default” under this Fee Agreement, and the term “Events of Default” shall mean, whenever used with references to this Fee Agreement, any one or more of the following occurrences:

(a) Failure by the Company to make the payments in lieu of taxes described in Section 4.1 hereof, provided, however, the Company shall further be entitled to all notices, cure periods and redemption rights granted by applicable statutes; or

(b) Failure by the County to perform any of the terms, conditions, obligations, or covenants hereunder, which failure shall continue for a period of thirty (30) days after written notice from the Company to the County specifying such failure and requesting that it be remedied, unless the County shall have instituted corrective action within such time period and is diligently pursuing such action until the default is corrected, in which case the thirty (30) day period shall be extended to cover such additional period during which the County is diligently pursuing corrective action.

Section 5.2 Remedies on Default.

(a) Whenever any Event of Default by the Company shall have occurred and shall be continuing, the County may take any one or more of the following remedial actions:

- (1) terminate the Fee Agreement; or
- (2) take whatever action at law or in equity may appear necessary or desirable to collect the amounts due hereunder, including the remedies for the collection of property taxes as provided for in Section 12-44-90. In no event shall the Company be liable to the County or any third party or otherwise for monetary damages resulting from the Company's failure to meet the Minimum Investment Requirements.

(b) Whenever any Event of Default by the County shall have occurred or shall be continuing, the Company may take one or more of the following actions:

- (1) bring an action for specific enforcement; or
- (2) terminate the Fee Agreement; or
- (3) withhold so much of the payment as is in dispute with the County until such dispute is fully and finally resolved; or

(4) bring such other action as it deems necessary or appropriate.

Section 5.3 Delays No Waiver. No delay or omission to exercise any right or power accruing upon any continuing default hereunder shall impair any such right or power or shall be construed to be a waiver thereof, but any such right and power may be exercised from time to time and as often as may be deemed expedient.

Section 5.4 Reimbursement of Legal Fees and Expenses. Upon the occurrence of an Event of Default hereunder, should a party be required to employ attorneys or incur other reasonable expenses for the successful collection of payments due hereunder or for the successful enforcement of performance or observance of any obligation or agreement on the part of the other party contained herein, such other party will, within thirty (30) days of demand therefor, reimburse the customary and reasonable fees of such attorneys and such other reasonable expenses so incurred by the prevailing party.

ARTICLE VI

MISCELLANEOUS

Section 6.1 Notices. Any notice, election, demand, request or other communication to be provided under this Fee Agreement shall be effective when delivered to the party named below or when deposited with the United States Postal Service, certified mail, restricted delivery, return receipt requested, postage prepaid, addressed as follows (or addressed to such other address as any party shall have previously furnished in writing to the other party), except where the terms hereof require receipt rather than sending of any notice, in which case such provision shall control:

Pella Corporation

Lexington County, South Carolina
Attention: County Manager
Lexington County Courthouse
Lexington, S.C. 29072

Section 6.2 Binding Effect. This Fee Agreement and each document contemplated hereby or related hereto shall be binding upon and inure to the benefit of the Company and the County and their respective successors and assigns, to the extent permitted by law. In the event of the dissolution of the County or the consolidation of any part of the County with any other political subdivision or the transfer of any rights of the County to any other such political subdivision, all of the covenants, stipulations, promises and agreements of this Fee Agreement shall, to the extent permitted by law, bind and inure to the benefit of the successors of the County from time to time and any entity, officer, board, commission, agency or instrumentality to whom or to which any power or duty of the County has been transferred.

Section 6.3 Counterparts. This Fee Agreement may be executed in any number of counterparts, and all of the counterparts taken together shall be deemed to constitute one and the same instrument.

Section 6.4 Governing Law. This Fee Agreement and all documents executed in connection herewith shall be construed in accordance with and governed by the laws of the State.

Section 6.6 Amendments; Inducement Agreement. The provisions of this Fee Agreement may only be modified or amended in writing by any agreement or agreements entered into between the parties. All terms of the Inducement Agreement not inconsistent with this Agreement are hereby incorporated in this Agreement.

Section 6.7 Further Assurance. From time to time, and at the expense of the Company, the County agrees to execute and deliver to the Company such additional instruments as the Company may reasonably request to effectuate the purposes of this Fee Agreement.

Section 6.8 Severability. If any provision of this Fee Agreement is declared illegal, invalid or unenforceable for any reason, the remaining provisions hereof shall be unimpaired and such illegal, invalid or unenforceable provision shall be reformed so as to most closely effectuate the legal, valid and enforceable intent thereof and so as to afford the Company with the maximum benefits to be derived herefrom, it being the intention of the County to offer the Company the strongest inducement possible to locate the Project in the County.

Section 6.9 Force Majeure. The Company shall not be responsible for any delays or non-performance caused in whole or in part, directly or indirectly, by war or national emergency, acts of god, any and other cause, similar or dissimilar, beyond the Company's reasonable control.

Section 6.10 Termination by Company. The Company is authorized to terminate this Fee Agreement at any time upon providing the County with 30 days' notice; *provided, however,* that any monetary obligations existing hereunder and due and owing at the time of termination to a party hereto shall survive such termination. Upon such termination (or any other termination of this Agreement) the Project shall become subject to regular property taxes again (or a fee equivalent to such regular property taxes in case the Project is in an industrial development park), it being the intention of the parties that none of the components of the Project shall, at any time, be subject to both regular ad valorem taxation and fee in lieu of tax payments which would result in double taxation.

IN WITNESS WHEREOF, the County, acting by and through the County Council, has caused this Fee Agreement to be executed in its name and behalf by the County Chairman and to

be attested by the Clerk of the County Council; and the Company has caused this Fee Agreement to be executed by its duly authorized officer, all as of the day and year first above written.

[Remainder of Page Intentionally Left Blank]

**LEXINGTON COUNTY,
SOUTH CAROLINA**

By: _____
Chairman of County Council
Lexington County, South Carolina

ATTEST:

Clerk to County Council
Lexington County, South Carolina

PELLA CORPORATION

By: _____
Its: _____
Date: _____

EXHIBIT A

Land Description

STATE OF SOUTH CAROLINA)
)
COUNTY OF LEXINGTON) ORDINANCE NO. 04-09

AN ORDINANCE TO AMEND AN AGREEMENT RELATING TO THE JOINT COUNTY INDUSTRIAL AND BUSINESS PARK OF LEXINGTON AND CALHOUN COUNTIES.

WHEREAS, pursuant to an Ordinance enacted September 11, 1995, by Lexington County Council, Lexington County entered into an Agreement for Development of Joint County Industrial Park dated December 11, 1995 (as subsequently amended), with Calhoun County (the "Agreement"); and

WHEREAS, it is now desired that the Agreement be amended as provided in the attached Amendment to Agreement for Development of Joint County Industrial Park dated December 11, 1995, as amended (the "Amendment").

NOW, THEREFORE, be it ordained by Lexington County Council that the Agreement is hereby and shall be amended as provided in the Amendment attached to this Ordinance, and that the Chairman of Lexington County Council and the Clerk to said County Council are hereby authorized to execute and deliver the Amendment.

DONE in meeting duly assembled this ____ day of _____, 2004.

LEXINGTON COUNTY, SOUTH CAROLINA

Chairman, Lexington County Council

ATTEST:

Clerk to County Council

1st Reading: _____

2nd Reading: _____

3rd Reading: _____

Public Hearing: _____

STATE OF SOUTH CAROLINA)
COUNTY OF LEXINGTON)
COUNTY OF CALHOUN)

AMENDMENT TO AGREEMENT FOR
DEVELOPMENT OF JOINT COUNTY
INDUSTRIAL PARK

THIS AMENDMENT is entered into as of this ____ day of _____, 2004, between LEXINGTON COUNTY, SOUTH CAROLINA and CALHOUN COUNTY, SOUTH CAROLINA.

1. By authority of ordinance enacted by the County Council of Lexington County on _____, 2004, and ordinance no. _____ enacted by the County Council of Calhoun County on _____, 2004, for value received, Lexington County and Calhoun County hereby agree as follows:

a. Section 10(C) of the Agreement is hereby amended by adding the following language thereto:

“Notwithstanding the above, in all cases (i) all taxing districts which overlap the applicable properties within the Park shall receive some portion of the revenues generated from such properties, and (ii) all revenues received by a taxing entity in a fiscal year shall be allocated by the governing body thereof to operations and maintenance and/or debt service, and such governing body shall report such allocation to the auditor of the County by August of such year.”

b. The site more particularly described on Exhibit A attached hereto which was previously added to the Agreement is hereby affirmed to be a part of the Agreement and is therefore located in a Multi-County Business/Industrial Park or Industrial Development Park as provided in S.C. Code §4-1-170.

c. All other terms and provisions of said Agreement shall remain in full force and effect.

WITNESS our hands and seals as of the day first above written.

**LEXINGTON COUNTY,
SOUTH CAROLINA**

By: _____
Chairman, Lexington County Council

ATTEST:

Clerk, Lexington County Council

**CALHOUN COUNTY,
SOUTH CAROLINA**

By: _____
Chairman, Calhoun County Council

ATTEST:

Clerk, Calhoun County Council



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 # M04-06

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

6172 Bush River Road, Columbia SC 29212 TMS # 2697-01-003 p/o

Zoning classifications: High Density Residential (R3) General Commercial (C2)
(current) (proposed)

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

To rezone a portion of our property for commercial & residential development. The commercial portion would consist of eight (8) deed restricted sites for free-standing, architecturally approved office buildings. The residential development would consist of 20-27 architecturally approved, deed restricted individual home sites. (See attached land plan)

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

Date 9/17/2004

Signature Jerry D. Rothstein

(X) Owner?

Name(print) Jerry D. Rothstein

() Agent?

Address 6172 Bush River Road

Telephone # 803-772-6755

Columbia, SC 29212-0933

- 1. 9/17/04 Application Received
2. 9/17/04 Fee Received
3. 10/21/04 Newspaper Advertisement
4. 10/21/04 Property Posted
5. ___/___/___ Notices Sent

___/___/___ Planning Commission Recommendation: _____

10/26/04 First Reading 11/9/04 Public Hearing ___/___/___ Second Reading ___/___/___ Third Reading

Results: _____

STAFF SUMMARY
ZONING MAP AMENDMENT #M04-06

Description of the Amendment: This map amendment request is for a change in zoning classification from “High Density Residential (R3)” to “General Commercial (C2)” for a portion of the applicants property, approximately 6 acres.

Character of the Area: There is a mix of commercial and residential use property. The subject property is bordered on the north by single family residential and on the west by Langsdale Rd. To the east is a church, with the subject property bordered on the south by Bush River Road. The SCE&G McMeekin Power Facility and Saluda Dam property is across Bush River Road to the south. The subject parcel is approximately 16.37 acres.

Zoning History: This property is in the Dutch Fork Planning Area zoned in 1971/1974. From 1986-1988 there were six requests granted in the immediate area for a change from R1, C1 or R3 to C2. From 1992 to 1994 two requests were granted for a change in zoning classification. One from “General Commercial (C2)” to “High Density Residential (R3)” and the other included “Restrictive Development (RD)” to “Low Density Residential (R1)” and “Low Density Residential (R1)” to “High Density Residential (R3)”.

A request for change in zoning of this entire tract from “High Density Residential (R3)” to “General Commercial (C2)” was denied on December 9, 2003. Additionally, there was also a denial at first reading for a plan of rezoning a lesser, more defined acreage.

Council District: Six - Councilman Johnny W. Jeffcoat

Attachments: Chart of Allowed Uses by Zoning District
Political Boundaries Maps
Location Maps

21.30 Permitted Uses by District

The columnar chart which follows describes the activities permitted within each district. This chart is based upon the list of principal activities defined in Section 21.10 of this Ordinance and the districts established in Section 11.40, and is subject to the following:

- a. The listing of a permitted activity within a district may be voided upon the application of the special overlay district regulations pertaining to flooding, drainage, or airports found in Articles 4 and five of this Ordinance.
- b. The provisions of Chapters 2, 3, and four of this Article shall apply in all districts to all listed activities as applicable. The application of these provisions may prohibit an activity from locating in a particular district.
- c. Within the Limited Restriction (LR) district, all activities except the following are permitted without review for compliance with the specific provisions of this Ordinance:

- *Extremely Hazardous Materials as regulated by Article 3
- *Mining Operations as regulated by Article 8
- *Mobile Home Parks as regulated by Article 7
- *Sexually Oriented Businesses as regulated by Article 9

21.31 Chart of Permitted Activities by District

Those activities that are marked with an asterisk (*) are allowed only when granted a special exception by the Board of Zoning Appeals as outlined in Article 11 of this Ordinance.

R1	R2	R3	D	RA	RD	LC	C1	C2	ID	LR	ACTIVITIES
					XX	XX	XX	XX	XX	XX	Administrative Offices
					XX		XX	XX	XX	XX	Advertising Signs
				XX	Airports						
			XX	XX	XX				XX	XX	Animal Raising
		XX		XX	XX		XX	XX	XX	XX	Boat Docks
					XX				XX	XX	Bus and Transit Terminals
					XX			XX	XX	XX	Business Services
	XX	XX	XX	XX	XX			XX	XX	XX	Cemeteries
	XX	XX	XX	XX	XX	XX	XX	XX	XX	XX	Child or Adult Day Care
XX	XX	XX	XX	XX	XX	XX	XX	XX	XX	XX	Churches
					XX				XX	XX	Communication Towers
XX	XX	XX	XX	XX	XX			XX	XX	XX	Community Education
					XX			XX	XX	XX	Construction Services
			XX	XX	XX				XX	XX	Crops
					XX				XX	XX	Detention Centers
XX	XX	XX	XX	XX	XX	XX	XX	XX	XX	XX	Essential Services (Limited)
	XX	XX	XX	XX	XX			XX	XX	XX	Essential Services (Extensive)
				XX	XX			XX	XX	XX	Food Services
					XX			XX	XX	XX	General Repair and Maintenance Services
					XX		XX	XX	XX	XX	General Retail (Limited)
					XX			XX	XX	XX	General Retail (Extensive)
XX#	XX#	XX#	XX#	XX	XX		XX	XX	XX	XX	Group Assembly (Limited)
				XX	XX			XX	XX	XX	Group Assembly (Intermediate)
					XX			XX	XX	XX	Group Assembly (Extensive)

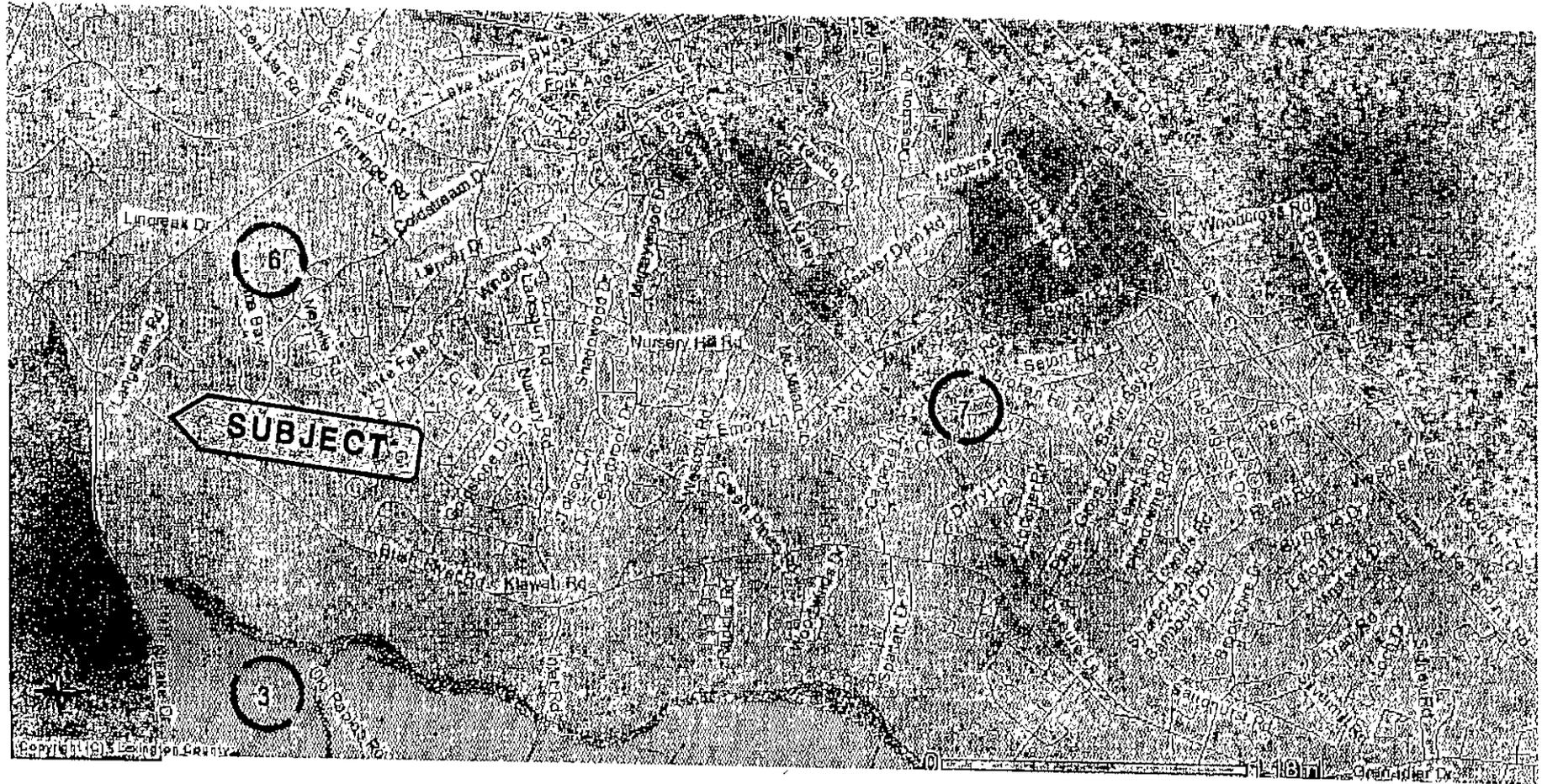


R1	R2	R3	D	RA	RD	LC	C1	C2	ID	LR	ACTIVITIES
		XX	Group Housing								
					XX		XX	XX	XX	XX	Hospitals
			XX	XX	XX				XX	XX	Kennels and Stables
					XX				XX	XX	Landfills (Limited)
					XX				XX	XX	Landfills (Intermediate)
					XX				XX	XX	Landfills (Extensive)
					XX			XX	XX	XX	Manufacturing (Light Assembly)
					XX				XX	XX	Manufacturing (Limited)
					XX				XX	XX	Manufacturing (Intermediate)
					XX				XX	XX	Manufacturing (Extensive)
					XX			XX	XX	XX	Marinas
					XX	XX	XX	XX	XX	XX	Medical Services
					XX				XX	XX	Military Installations
			XX		XX			XX	XX	XX	Mining (Limited)
					XX				XX	XX	Mining (Intermediate)
					XX				XX	XX	Mining (Extensive)
XX	Mini-Parks										
					XX			XX	XX	XX	Mini-Warehouses
	XX	XX	XX	XX	XX		XX	XX	XX	XX	Mobile Homes
		XX			XX			XX	XX	XX	Mobile Home Parks (Limited) *
		XX			XX			XX	XX	XX	Mobile Home Parks (Extensive) *
XX	Natural Reserves										
				XX	Non-Assembly Cultural						
	XX	Nursing Homes									
					XX		XX	XX	XX	XX	Personal Convenience Services
			XX	Plant Nurseries							
					XX				XX	XX	Power Plants
					XX	XX	XX	XX	XX	XX	Professional Services
					XX				XX	XX	Radioactive Materials Handling
					XX				XX	XX	Railroad
					XX				XX	XX	Recycling Centers
					XX			XX	XX	XX	Research Services
XX	Residential Detached										
	XX	XX			XX	XX	XX	XX	XX	XX	Residential Attached (2 dwelling units)
		XX			XX			XX	XX	XX	Residential Attached (3 or more dwelling units)
		XX			XX			XX	XX	XX	Retirement Centers/Assisted Living
					XX				XX	XX	Salvage/Wrecking Yard
					XX				XX	XX	Scrap Operations
					XX		XX	XX	XX	XX	Business Parks
					XX			XX	XX	XX	Shopping Centers
											Speculative Development



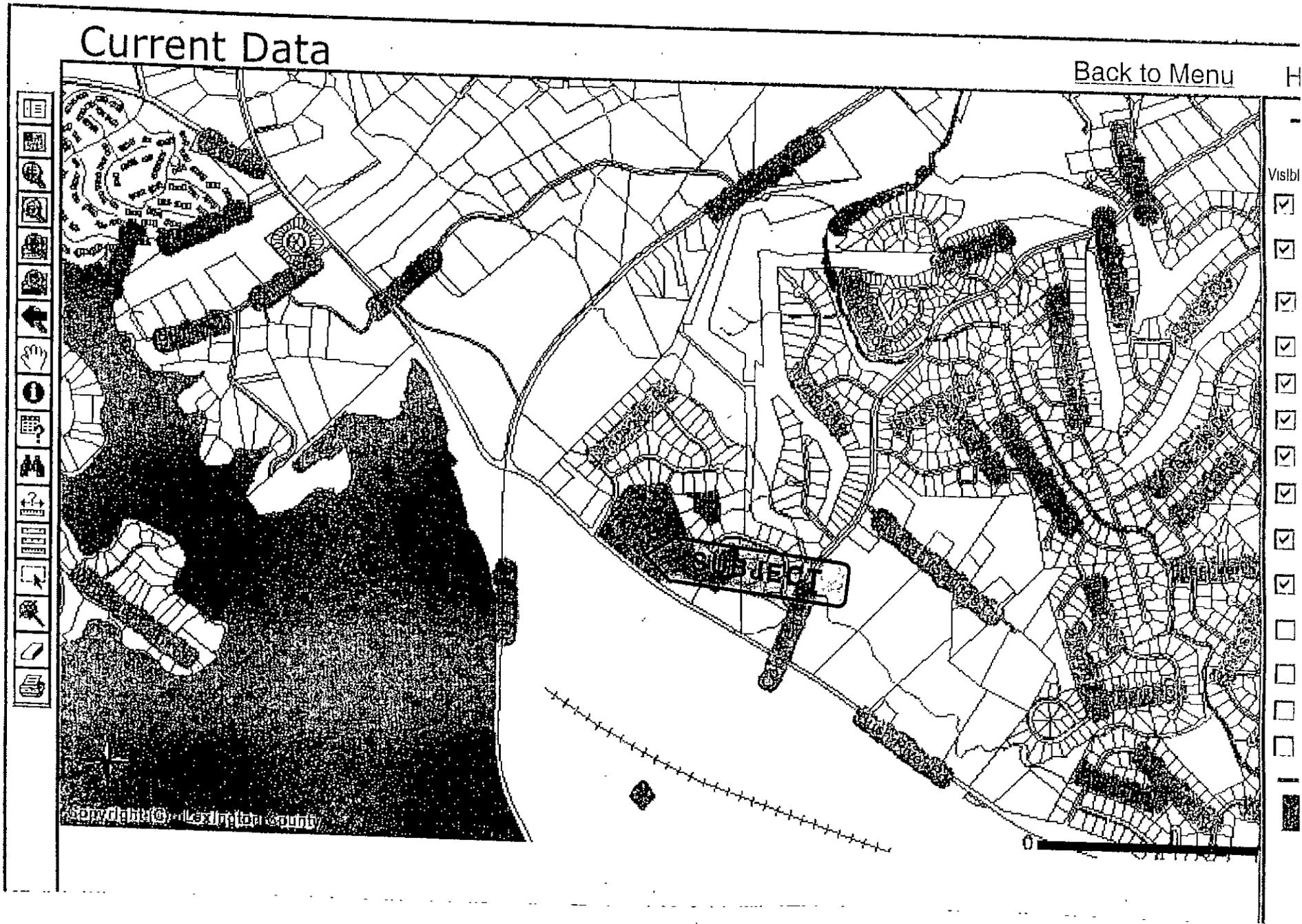
R1	R2	R3	D	RA	RD	EC	CI	C2	ID	LR	ACTIVITIES
					XX				XX	XX	Industrial Parks
					XX			XX	XX	XX	Towing and Impoundment Lot
					XX			XX	XX	XX	Trade Enterprises
					XX			XX	XX	XX	Transient Habitation
					XX			XX	XX	XX	Transport and Warehousing (Limited)
					XX				XX	XX	Transport and Warehousing (Extensive)
					XX		XX	XX	XX	XX	Transport Services
					XX			XX	XX	XX	Undertaking
XX	Utilities										
					XX			XX	XX	XX	Vehicle Parking
					XX			XX	XX	XX	Vehicle Repair
					XX			XX	XX	XX	Vehicle Sales
					XX		XX	XX	XX	XX	Vehicle Servicing (Limited)
					XX			XX	XX	XX	Vehicle Servicing (Extensive)
				XX	XX			XX	XX	XX	Veterinarian
				XX	XX			XX	XX	XX	Zoos

The permitting of this activity in these districts is allowed only if the Group Assembly (Limited) activity is a membership facility owned, operated, and used by the property owners in the surrounding residential area for which the facility is being established.



Council Districts

ZONING MAP AMENDMENT #M04-06

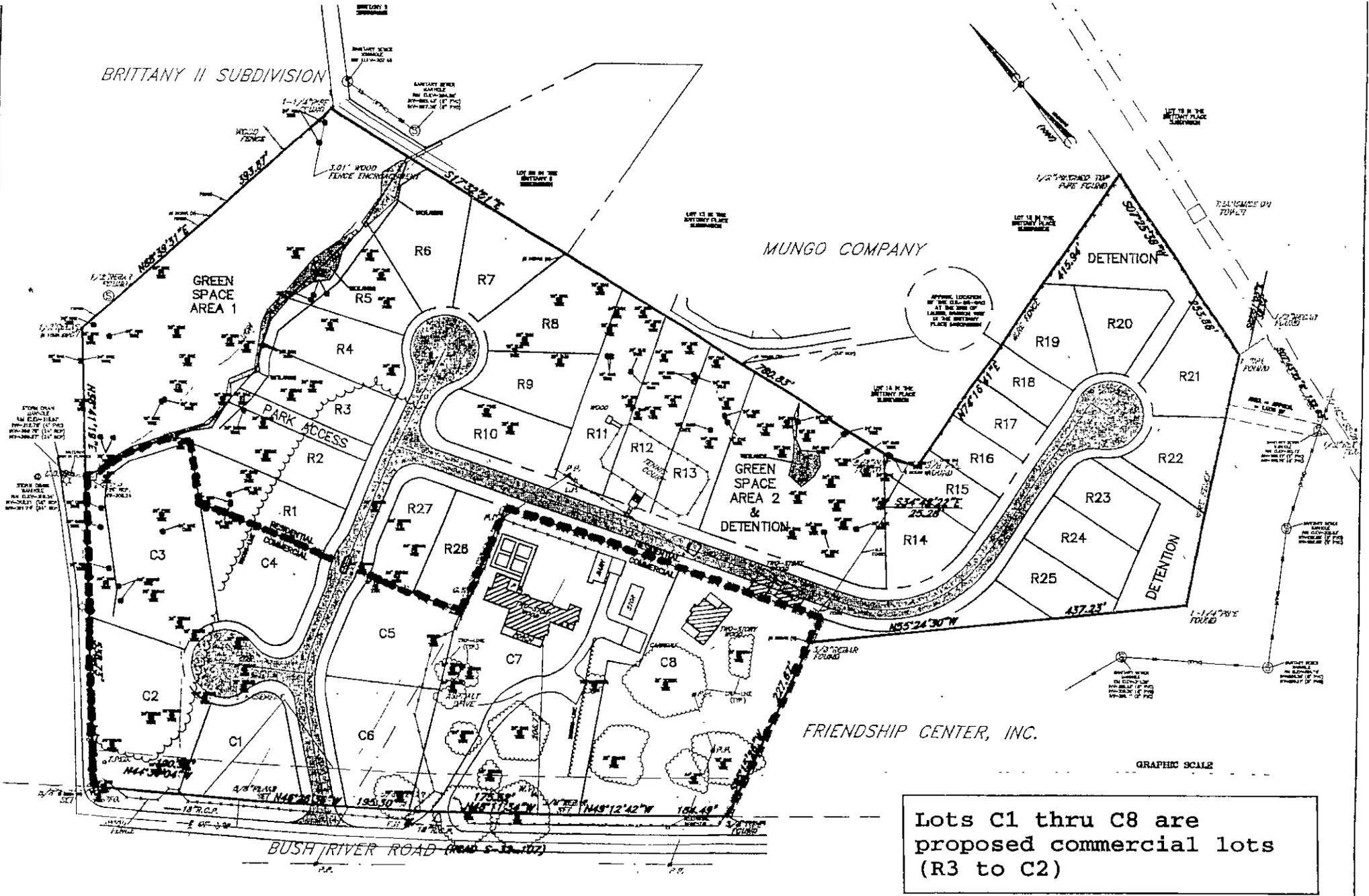


MAP AMENDMENT # M04-06

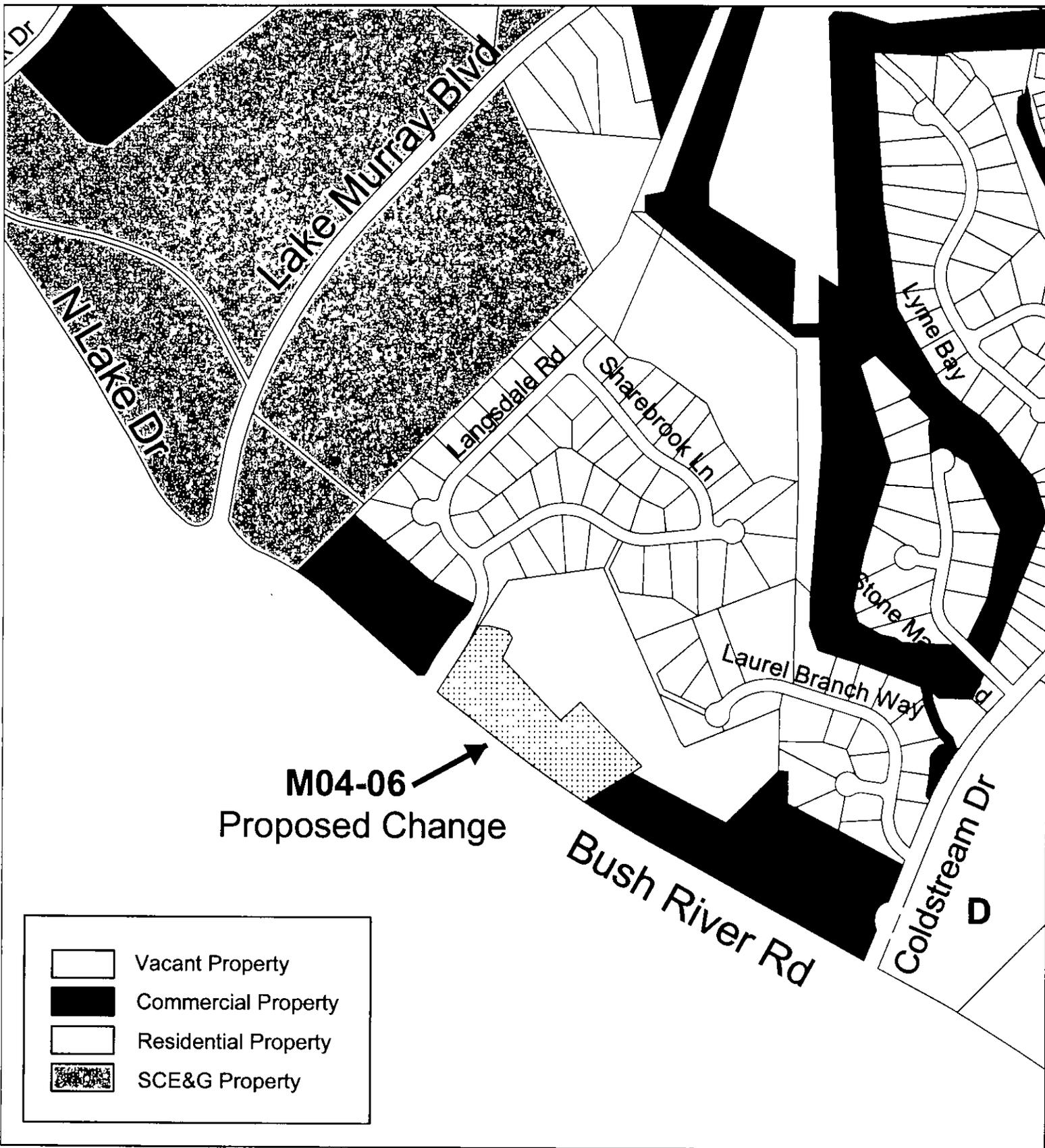
BRITTANY II SUBDIVISION

MUNGO COMPANY

FRIENDSHIP CENTER, INC.

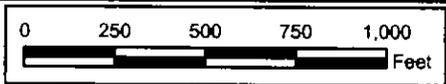


Lots C1 thru C8 are
proposed commercial lots
(R3 to C2)



M04-06 →
Proposed Change

-  Vacant Property
-  Commercial Property
-  Residential Property
-  SCE&G Property



Map Amendment # M04-06
TMS # 002697-01-003





Map Amendment # M04-06
TMS # 002697-01-003

