

AGENDA
LEXINGTON COUNTY COUNCIL
Committee Meetings
Tuesday, February 22, 2005
Second Floor - County Administration Building
212 South Lake Drive, Lexington, SC 29072
Telephone - 803-359-8103 -- FAX 803-359-8101

12:40 p.m. - 12:50 p.m. - Planning and Administration

- (1) Needed Changes to the Zoning Ordinance - Mr. Gerald Meetze - 355 Eptings Camp Rd., Chapin, SC 29036
- (2) Old Business/New Business
- (3) Adjournment

12:50 p.m. - 1:00 p.m. - Health & Human Services

- (1) State Homeland Security Program for Third Year of Funding - Public Safety - Timothy M. James, Deputy County Administrator A
- (2) Old Business/New Business
- (3) Adjournment

1:00 p.m. - 1:45 p.m. - Public Works

- (1) Paving of Northcutt Rd. - Ms. Donna Crumpton, Vice-President, D & T Steel Fabricators, Inc. - 225 Northcutt Rd., Pelion, SC 29123
- (2) Changes to Franchise Garbage Collection Agreement - Solid Waste Management - Joe Mergo, Director
- (3) Old Business/New Business
- (4) Adjournment

1:45 p.m. - 2:30 p.m. - Committee of the Whole

- (1) Dredging of Pond on Swanee Drive
- (2) Library Proposal for Additions and/or Renovations - Library Services - Ms. Susie Hendrix, Chairwoman
- (3) The Honorable Randy Halfacre, Mayor, Town of Lexington - Contractual Matter
- (4) Old Business/New Business
- (5) Adjournment

2:30 p.m. - 4:15 p.m. - Dedication Ceremony of The Honorable Marc H. Westbrook, Judge, Eleventh Judicial Circuit, Courtroom

Planning & Administration

J. Owens, Chairman
J. Jeffcoat, V Chairman
J. Carrigg, Jr.
B. Derrick
D. Summers
B. Rucker

Health & Human Services

J. Carrigg, Jr., Chairman
D. Summers, V Chairman
J. Owens
B. Keisler
J. Jeffcoat
B. Rucker

Public Works

B. Derrick, Chairman
B. Keisler, V Chairman
S. Davis
J. Owens
T. Cullum
B. Rucker

Committee of the Whole

B. Rucker, Chairman
T. Cullum, V Chairman
B. Derrick
S. Davis
D. Summers
B. Keisler
J. Jeffcoat
J. Carrigg, Jr.
J. Owens

A G E N D A
LEXINGTON COUNTY COUNCIL

Tuesday, February 22, 2005

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

Appointment of Parliamentarian

Lexington County Recreation & Aging Commission - Letter of Support for a RFP Through the Central Midlands Area Agency on Aging - Jay Criscione, Executive Director B

Employee Recognition - Art Brooks, County Administrator

Resolution

(1) Larry Livingston C

Appointments D

Bids/Purchases/RFPs

(1) Implementation of the Web Based Version of Banner - Information Services E

(2) One (1) 750 GPM Tanker and (1) 1500 GPM Pumper - Public Safety/Fire Service F

(3) Fire Station Renovations - Hollow Creek, Boiling Springs, Fairview and Gilbert -
Public Safety/Fire Service G

Chairman's Report

Administrator's Report

Zoning Amendment

- (1) Zoning Map Amendment - M05-02 - North Lake Drive Between Elton Meetze Lane and Regency Drive - Announcement of 1st Reading H

Ordinance

- (1) Ordinance 04-11 - Approving the Fee-in-Lieu of Tax Agreement Between Lexington County and Nucor Corporation - 3rd and Final Reading I

Committee Reports

Planning & Administration, J. Owens, Chairman

- (1) Boards & Commissions Banquet J

Health & Human Services, J. Carrigg, Jr., Chairman

- (1) State Homeland Security Program for Third Year of Funding - Public Safety - (TAB A)

Justice, S. Davis, Chairman

- (1) Bulletproof Vest Grant - Law Enforcement/Public Safety K

Committee of the Whole, B. Rucker, Chairman

- (1) Request for Proposal to Provide Review for all Residential & Commercial Development L

Airport Committee, T. Cullum, Chairman

- (1) Five-Year Plan and Airport Name Change

Budget Amendment Resolutions

OLD BUSINESS/NEW BUSINESS

EXECUTIVE SESSION/LEGAL BRIEFING

MATTERS REQUIRING A VOTE AS A RESULT OF EXECUTIVE SESSION

ADJOURNMENT



Project Overview for County Council

To: Members of County Council

From: Timothy M. James, ^{TMJ} Deputy County Administrator
Law Enforcement / Public Safety

Council Meeting Date: Tuesday, February 22nd, 2005

Reference: State Homeland Security Program for Third Year
Funding

In 2003, the County of Lexington was awarded a State Homeland Security Grant through the South Carolina Law Enforcement Division. The funding received from this grant was used to augment Homeland Security and Emergency Operations initiatives for Lexington County Public Safety and area municipalities.

The FY 2005 grant has allocated the County of Lexington \$535,721 to continue support of the State of South Carolina's Homeland Security Goals. These goals include, but are not limited to the detection of security threats and prevention of terrorist attacks; the reduction of the state's vulnerability at critical infrastructures; rapid response to critical incidents; and to minimize damage as well as accelerate recovery from terrorist attacks.

A committee comprised of representatives from Fire Service, EMS, Municipal Police Departments, the Emergency Management Director, the Sheriff and the Homeland Security Director will manage the expenditure of these funds on the county and municipal levels.

We are respectfully requesting your approval to apply for a third year, 100%, no match required grant. The grant application is due to the South Carolina Law Enforcement Division on or before March 11, 2005.

COUNTY OF LEXINGTON
FINANCE DEPARTMENT

interoffice
MEMORANDUM

to: County Council

from: Thomas Marino, Manager of Grants Administration

subject: State Homeland Security Program for Third Year of Funding

date: February 16, 2005

The Sheriff's Department is asking your approval to apply for a grant from South Carolina Law Enforcement Department (SLED). This grant is a third year grant for State Homeland Security Program and is funded 100% with no match required. This grant will initiate new and continue previously funded homeland security and emergency operations preparedness efforts in the area of planning, equipment, training, and local exercises. Lexington County has a 2005 allocation of over \$500,000 and indirect cost for management and administration are allowed.

This grant application must be submitted to South Carolina Law Enforcement by March 11, 2005.

Lexington County Recreation & Aging Commission

563 South Lake Drive, Lexington, South Carolina 29072

803-359-4048

John J. Criscione
Executive Director

February 9, 2005

Bruce Rucker, Chairman
Lexington County Council
212 South Lake Drive
Lexington, SC 29072

Dear Bruce;

Lexington County Recreation & Aging Commission's Council on Aging is in the process of responding to a Request for Proposal through the Central Midlands Area Agency on Aging to provide the following services throughout Lexington County:

- Home Delivered Meals (Meals on Wheels)
- Group Dining Congregate Meals
- Transportation
- Home Care
- Disease Prevention & Health Promotion Activities

These services are federally funded through Title III of the Older Americans Act. We will be sub-contracting with Irmo-Chapin Recreation Commission for the provision of these services in District 5.

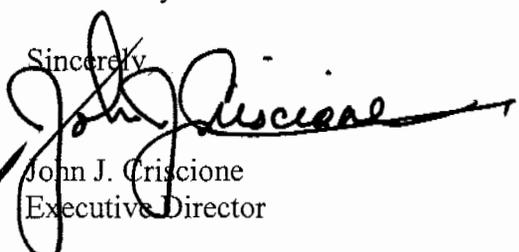
Lexington County Recreation & Aging Commission has been providing services to the elderly in Lexington County for 25 years and has extensive knowledge and experience in the provision of these services. Last year alone, we provided 13,702 hours of physical fitness for health promotion activities, 114,815 home delivered meals, 2,978 hours of home care, 49,446 group dining congregate meals, and 331,900 passenger miles of transportation.

We would appreciate being able to include a letter of support from Lexington County Council in our grant application packet. We need to receive your letter by February 23, 2005. Please mail it to:

LCRAC Council on Aging
125 Parker Street
Lexington, SC 29072
Attention: Lynda Christison, MPA

A sample letter is enclosed. Please modify it as much as you like. We appreciate your support and thank you.

Sincerely,


John J. Criscione
Executive Director



Long Life & Happiness



COUNTY OF LEXINGTON, SOUTH CAROLINA

RESOLUTION

THE COUNCIL FOR THE COUNTY OF LEXINGTON, SOUTH CAROLINA, MEETING IN GENERAL SESSION THE 22ND DAY OF FEBRUARY, TWO THOUSAND AND FIVE ADOPTED THE FOLLOWING:

WHEREAS, Mr. Larry Livingston served with honor on the Lexington County Health Services District Board of Directors since January 1997; and

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

WHEREAS, during Mr. Livingston's tenure on the Board, he has witnessed such projects as the construction of the Lexington Medical Park, the Irmo Medical Park, the Open MRI Addition, Heart Cath Lab Addition and the construction of the \$150 million expansion to Lexington Medical Center that will include complete replacement of the Operating Room, expansion to the Laboratory and other departments and the addition of an inpatient bed tower that can accommodate 150 new beds; and

WHEREAS, Mr. Livingston has also served on the Lexington Medical Center Building Committee and the board of Lexington Medical Center-Extended Care where he served as Vice Chairman.

NOW, THEREFORE, BE IT RESOLVED that we, the members of Lexington County Council, extend to LARRY LIVINGSTON our sincere thanks and gratitude for the tremendous job he has done for the Board, the County, and the citizens of Lexington County.

Bruce E. Rucker, Chairman

M. Todd Cullum, V Chairman

William C. "Billy" Derrick

George H. "Smokey" Davis

Debra B. Summers

Bobby C. Keisler

Johnny W. Jeffcoat

John W. Carrigg, Jr.

Joseph W. "Joe" Owens

ATTEST:

Diana W. Burnett, Clerk

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

February 22, 2005

BRUCE RUCKER

Health Services District Board of Directors - Heather W. Jackson

BILLY DERRICK

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

SMOKEY DAVIS

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

DEBBIE SUMMERS

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

JOHN CARRIGG

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

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

Health Services District Board of Directors - Herbert J. Hames - Term expires 3/10/05 - Not eligible for reappointment

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

JOE OWENS

Accommodations Tax Board - Vacant - Term expires 12/31/06

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 - Vacant - Term expired 8/13/04

Plumbing - Ashton A. "Bo" Shuler

Member at Large (new)

LEXINGTON/RICHLAND ALCOHOL & DRUG ABUSE COUNCIL

At-Large Appointments

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

TEMPORARY SIGN AND PERMITTING COMMITTEE

Vacant - District 7

**LEXINGTON COUNTY COUNCIL
BOARD/COMMISSION NOMINATION FORM**

Name of Board/Commission: Hospital Board
Nominee: Heather W. Jackson
Address: PO Box 545 Pelion, SC 29123
Employed by: Lex. School District #1 - Pelion Middle School
Address: 758 Magnolia St. Pelion, SC 29123
Home Telephone: 803-894-5107 Business Telephone: 803-894-2057
Mobile Phone: 803-206-4335 Beeper Number: _____
Fax Number: 803-894-0563

Is nominee aware of board/commission activities and responsibilities: yes

Background information (include education, community service activities, previous service on county boards/commissions or any other boards/commissions on which you are currently serving):

In May of 1990, I graduated from Pelion High School. Right after graduating, I started at Richland Memorial Hospital as a Student Nurse Tech on a surgical floor. I worked as a nurse tech and unit secretary until 1994 when I graduated from Orangeburg-Calhoun Technical College with my Licensed Practical Nurse Degree. I worked at Richland Memorial until 1995 when I then went to work for Dr. Lawrence Weiner in his allergy & asthma office. My specialty is Allergy & Asthma, but I loved the Hospital atmosphere. I worked with Dr. Weiner until 1999 when I started as a school nurse for Lex. County, School District #1.

I have been a school nurse at Pelion Elementary (1999-2003), Swansea Primary (2003-2004), and currently Pelion Middle School. I am a team captain for our school Relay For Life team. This is a fundraising event for The American Cancer Society. My husband and I own a Trucking business as well as my husband is Mayor Pro-Tem for the Town of Pelion.

Submitted by: [Signature]

Date: 12-11-05

Lexington County Council

FAX - 359-8101

LEXINGTON COUNTY COUNCIL
BOARD/COMMISSION NOMINATION FORM

Name of Board/Commission: Building Codes Board of Appeals
Nominnee: Ashton A. '86 Shuler
Address: 3217 Platt Springs Rd West Columbia, S.C 29170
Employed by: Retired
Address: _____
Home Telephone: 803-796-7287 Business Telephone: _____
Mobile Phone: _____ Beeper Number: _____
Fax Number: _____

Is nominnee aware of board/commission activities and responsibilities: yes

Background information (include education, community service activities, previous service on county boards/commissions or any other boards/commissions on which you are currently serving):

- Retired Plumbing Contractor (Residential, Commercial, Industrial)
- 1949 - 1991
- City of Columbia Examining + Appeals Board 1976 - 1988
- S.C. Municipal ^W Examining Board 1985 - 1992
- Pres. S.C. Mechanical Contractors Assn - 1983 - 1984
- S.C. Building Code Board 1978 - 1990
- Site Inspector, Mechanical Design Engineers - 1991 - Present
- American ~~Arbitration~~ Arbitration Assn Board 1985 - 1998

Submitted by: Dellin Jensen
Date: 2-14-05

Lexington County Council
FAX - 359-8101

COUNTY OF LEXINGTON

Procurement Services

MEMORANDUM

(O) 359-8319

(F) 359-2240

DATE: February 11, 2005

TO: Art Brooks
County Administrator

FROM: Sheila R. Fulmer, CPPB
Procurement Manager



THROUGH: Donna J. Harris, CPPB
Procurement Officer



SUBJECT: Implementation of the Web Based Version of Banner - Information Services

We received a purchase request and recommendation from Jim Schafer, Director of Information Services, (see attached memorandum) for the purchase of one (1) Dell server, one (1) Microsoft license, one (1) Oracle server license and technical currency for the implementation of a Web Based Version of Banner. The Dell server will be purchased directly from the manufacturer (Dell Computer) through the South Carolina State Contract #05-S6656-A11104. The Microsoft license will be purchased from Software House International through the South Carolina State Contract #01-S4072-A7243. The Oracle server license and technical currency will be purchased through SCT/ACS through the County contract.

The cost of the Dell server is \$2,735.79, the cost of the Microsoft license is \$493.30, the cost of the Oracle service license is \$8,400.00 and the cost of the Technical currency is \$2,000.00 including applicable sales tax for a grand total of \$13,629.09.

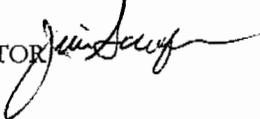
Funds are appropriated in the following accounts:

#1000-101400-5A5507 - Server	\$2,735.79
#1000-101400-5A5506 - Software Licenses	\$8,893.30
#1000-101400-520702 - Technical Currency	\$2,000.00

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 February 22, 2005.

copy: Larry Porth, Director of Finance/Assistant County Administrator
Jim Schafer, Director of Information Services

MEMORANDUM

DATE: 2/11/2005
TO: ART BROOKS, COUNTY ADMINISTRATOR
CC: LARRY PORTH, FINANCE DIRECTOR AND ASSISTANT ADMINISTRATOR; SHEILA FULMER,
PROCUREMENT MANAGER
FROM: JIM SCHAFFER, INFORMATION SERVICES DIRECTOR 
RE: MOVE TO WEB BASED VERSION OF "BANNER"

This memo replaces my memo of February 3, 2005, to reflect updated prices for the implementation of the web-based version of "Banner" shown in the Recommendations section, below. Banner is the line-of-business application supporting Finance, Human Resources, Payroll and Position Control.

Background. The County initially purchased Banner in 1997 from SCT. It was implemented over an 18-month period. For the first time since then, Banner has introduced a change in system architecture, to move from a "client-server" to a "web-based" architecture. Instead of having software loaded on each user desktop PC (the "client") to process information, the web browser built into PC's will communicate with the Banner Application which will be on its own server, separate from the database.

Reasons for the Change.

1. Greater processing speed and efficiency. By consolidating business logic and data processing on the application server and communicating with users through web page technology to their desktop browsers, the speed of processing will increase.
2. "Friendlier" user interface. The look and feel of the screens have been improved in the browser-based system.
3. More efficient desktop management. Often, each user PC has had to be visited to implement patches or upgrades to the "client" software. Installing or reinstalling the client software has required approximately 45 minutes per unit. Now these changes would be made at the Application server, only, thus eliminating this overhead and the associated user "down time."
4. Access to system enhancements and support. The web-based architecture is the current direction of Banner. The county's ability to receive system enhancements and trouble resolution support is dependent on our being on the "current" architecture.

Recommendations. To implement this architecture for Banner, the following purchases need to be made:

1. Dell PowerEdge 1750 Server \$2,735.79 (hardware). This purchase would be made under State Contract. The needed amount is available under account number 1000-101400-5A5507 (current balance: \$2,782).
2. Microsoft Windows 2003 Server Operating System \$493.30 for the Application Server and Oracle Internet Application Server, \$8,400 for a total for software of \$8,893.30. The needed amount is available under account number 1000-101400-5A5506 (current balance: \$8,911). The operating system would be purchased under the state contract with Microsoft. We recommend that the Oracle software be purchased through SCT/ACS, the Banner contractor.
3. Oracle Internet Application Server Software Technical Currency, \$2,000. The needed amount is available under account number 1000-101400-520702 (current balance: \$2,000). We recommend that technical currency and support be purchased from SCT/ACS so that all technical currency and support services for the complete Banner system be obtained from one vendor to avoid confusion and delays if problems are encountered with the system.

COUNTY OF LEXINGTON

Procurement Services

MEMORANDUM

(O) 359-8385

(F) 359-2240

DATE: February 10, 2005

TO: Art Brooks
County Administrator

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

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

SUBJECT: (1) 750 GPM Tanker and (1) 1500 GPM Pumper
Bid No. B05014-12/30/04/B

Competitive bids were solicited and advertised for one (1) 750 GPM Tanker and one (1) 1500 GPM Pumper for the Department of Public Safety/Fire Service. The bid document was set up to provide pricing for pumper equipment as an option. A replacement schedule has been established to replace aging tankers as well as increase their water carrying capacity. The new tanker will carry 1500 gallons of water instead of 1000 gallons, which in some cases reduces the number of tankers that are needed to obtain needed water supply. The current pumper in service was purchased in 1975 and has pumping capacities of 750 GPM to 1000 GPM. These pumpers have an anticipated life expectancy of approximately 12-15 years. Based on these facts, a replacement schedule has been developed to replace these older pumpers and increase the pumping capacity to 1500 GPM.

We received two (2) bids of which one (1) was a no bid (see attached bid tabulation). The bids were evaluated by Russell Rawl, Fire Service Coordinator; Ellis Gammons, Fleet Services Manager; and Janice A. Bell, Procurement Officer. (See attached)

Since only one bid was received, we have broadcast our concerns via Internet to the National Institute of Governmental Purchasing to receive information from agencies nationwide. We have also contacted Richland County to receive copies of their bid for their pumpers and tankers.

Russell Rawl, Fire Service Coordinator and Ellis Gammons, Fleet Services Manager have recommended award to Slagle's Fire Equipment Company for a total cost of \$488,649.71 including sales tax and optional equipment.

Funds are appropriated in the following account numbers:

1000-131500-5A5087	(1) Pumper Replacement	\$276,643.71
1000-131500-5A5088	(1) Tanker Replacement	\$212,006.00

I concur with the above recommendation and further recommend that this bid be placed on County Council's agenda for their next scheduled meeting on February 22, 2005.

Attachments

copy: Larry Porth, Director of Finance/Assistant County Administrator
Timothy M. James, Deputy County Administrator
Russell Rawl, Fire Service Coordinator
Ellis Gammons, Fleet Services Manager



County of Lexington

DEPARTMENT OF PUBLIC SAFETY

212 South Lake Drive • Lexington, South Carolina 29072
TELEPHONE: (803) 359-8141 FAX (803) 359-8589

February 7, 2005

MEMORANDUM

To: Janice Bell
Procurement Officer

From: Russell Rawl *RR*
Fire Service Coordinator

Reference: Pumper / Tanker Bids

This project includes providing one pumper and one tanker to replace aging vehicles in the Fire Service Fleet. These apparatus are to be built to specifications developed by the Fire Service to insure capability and standardization with existing apparatus, as well as meet the requirements of the National Fire Protection Agency and Insurance Services offices.

One bid was received from Slagle's Fire Equipment and was determined to meet specifications. The bid submitted is as follows: Pumper \$265,245, Tanker \$211,706 and Equipment \$19,678.

Since only one bid was received, a comparison was made with similar apparatus that was purchased in previous years.

	2003	2004	2005
Pumper	\$244,013	\$251,084	\$265,245
Tanker	\$186,104	\$197,475	\$211,706
Equipment	\$13,064	\$19,393	\$19,678

The attached bid was evaluated by Ellis Gammons, Fleet Manager, Janice Bell, Procurement Officer and Russell Rawl, Fire Service Coordinator. Based on the review of the bid and the comparison of previous bids received for similar apparatus (pumper 5.5% and tanker 7% increase from 2004) it is my recommendation to award this contract to Slagle's Fire Equipment as being the lowest responsive bidder. This to include: Pumper \$265,245, Tanker \$211,706 and Optional Equipment (Less items 1 and 23) \$10,570.

cc: Timothy M. James
Assistant Sheriff / Public Safety Director

COUNTY OF LEXINGTON

BID TABULATION SHEET

BID: B05014-12/30/04B

DATE: February 10, 2005

PROJECT: (1) 750 GPM Tanker and (1) 1500 GPM Pumper

Item	Product	Slagle's Fire Equipment Company	Seagrave Fire Apparatus
1	(1) 1500 GPM Pumper	\$265,245.00	No Bid
2	(1) 750 GPM Pumper	\$211,706.00	No Bid
	Optional Pumper Equipment		
1	(12) 100' section 5" Nitrile Rubber	\$579.00 each \$6,948.00	No Bid
2	(1) 50' Section 5" Nitrile Rubber	\$357.00 each \$357.00	No Bid
3	(1) 25' section 5" Nitrile Rubber	\$245.00 each \$245.00	No Bid
4	(2) 5" Storz Elbow to 2 ½" Female NST Swivel	\$133.00 each \$266.00	No Bid
5	(1) 5-Way Manifold with Relief and Gauge, 5" Storz Inlet, 5" Storz Gated Outlet with Cap & Chain, four 2 ½" NST Gated Outlets	\$1,424.00 each \$1,424.00	No Bid
6	(1) 5" Storz Elbow to 6" Female NST Swivel with Incoming Gate and Relief Valve with Cap & Chain	\$818.00 each \$818.00	No Bid
7	(1) 4 Storz Span Wrench Sets with Mounting Bracket	\$90.00 each \$90.00	No Bid
8	(1) 5" Storz to 6" NST Male	\$126.00 each \$126.00	No Bid
9	(1) Ziamatic Lightweight 6" Float Dock/Low Lever Strainer	\$630.00 each \$630.00	No Bid
10	(1) Pike Poles & More #PP-FHY-6 6 Lb. Flat Head Axe with Fiberglass Handle	\$37.00 each \$37.00	No Bid
11	(1) Pike Poles & More #PP-PHY-6 6 Lb Pick Head Axe with Fiberglass Handle	\$41.00 each \$41.00	No Bid
12	(2) South Park #SPZAH-51 Chrome Plated Axe Blade Holder	\$33.00 each \$66.00	No Bid

Item	Product	Slagle's Fire Equipment Company	Seagrave Fire Apparatus
13	(2) South Park #SPZSMA-52 Chrome Plated Axe Handle Bracket	\$36.00 each \$72.00	No Bid
14	(1) Halpin Supply #HSTPGIR Pick Head Axe Guard	\$23.00 each \$23.00	No Bid
15	(1) Pike Poles & More #PP-PP-6 6' Fiberglass Pike Pole	\$49.00 each \$49.00	No Bid
16	(1) Pike Pole & More #PP-PP-10 10' Fiberglass Pike Pole	\$65.00 each \$65.00	No Bid
17	(1) Ziamatic #ZC-SAC-44 Folding Aluminum Wheel Chock	\$188.00 each \$188.00	No Bid
18	(2) Ziamatic #ZC-SQCH-44-H Horizontal Mounting Bracket for Folding Wheel Chock	\$156.50 each \$313.00	No Bid
19	(1) Akron Apollo #3423 Truck Mount Deluge Gun with Staking Tips & shaper Tube	\$2,736.25 each \$2,736.25	No Bid
20	(1) Remove Base for Akron Apollo #3423 Deluge Gun With Dual 2 1/2" Clapper Intakes	Included in Item #19	No Bid
21	(1) SM-100 Fog Nozzle	\$777.00 each \$777.00	No Bid
23	(2) Mobile Radios	\$1,080.00 each \$2,160.00	No Bid
24	(1) Hydrant Holder	\$135.00 each \$135.00	No Bid
	Installation	\$32.50	No Bid
25	(2) Chainsaw Brackets	\$107.00 each \$214.00	No Bid
	Installation	\$65.00	No Bid
26	(3) 1 1/2 - 1 3/4 Post Mounts	\$19.00 each \$57.00	No Bid
	Installation	\$48.75	No Bid
27	(2) 2 1/2 Post Mounts	\$22.00 each \$44.00	No Bid
	Installation	\$32.50	No Bid
28	(1) Bolt Cutter Bracket	\$69.00 each \$69.00	No Bid
	Installation	\$32.50	No Bid
29	(1) Hook Bracket	\$15.00 each \$15.00	No Bid
	Installation	\$16.25	No Bid
30	(1) Rescue Axe Bracket	\$16.00 each \$16.00	No Bid

Item	Product	Slagle's Fire Equipment Company	Seagrave Fire Apparatus
	Installation	\$16.25	No Bid
31	(1) Marriage Set Bracket	\$100.00 each \$100.00	No Bid
	Installation	\$65.00	No Bid
32	(1) Sledge Hammer Bracket	\$59.00 each \$59.00	No Bid
	Installation	\$32.50	No Bid
33	(1) Hose Clamp Bracket	\$45.00 each \$45.00	No Bid
	Installation	\$19.50	No Bid
34	(2) Storz Brackets	\$34.00 each \$68.00	No Bid
	Installation	\$39.00	No Bid
35	(7) Tri-Lock Brackets	\$70.00 each \$490.00	No Bid
	Installation	\$136.50	No Bid
36	(1) Crow Bar Holder	\$33.00 each \$33.00	No Bid
	Installation	\$31.20	No Bid
37	(1) Storz Spanner Set	\$90.00 each \$90.00	No Bid
	Installation	\$19.50	No Bid
38	(2) Spanner Wrench Set	\$80.00 each \$160.00	No Bid
	Installation	\$65.00	No Bid
	Total Optional Tanker Equipment	\$19,678.20	No Bid
	Tanker & Pumper	\$476,951.00	No Bid
	Grand Total	\$496,629.20	No Bid

A "No Bid" was received from Seagrave Fire Apparatus stating they could not meet insurance requirements.

Bids Opened: December 30, 2004 @ 3:00 PM


Janice A. Bell, CPPB
Procurement Officer

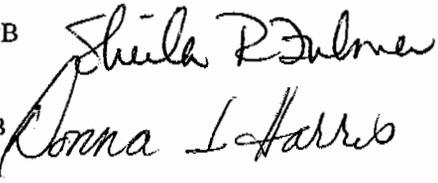
COUNTY OF LEXINGTON

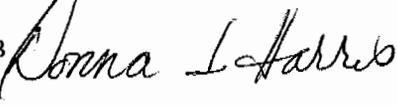
Procurement Services

MEMORANDUM

DATE: February 8, 2005

TO: Art Brooks
County Administrator

THROUGH: Sheila R. Fulmer, CPPB
Procurement Manager 

FROM: Donna J. Harris, CPPB
Procurement Officer 

SUBJECT: **FIRE STATION RENOVATIONS-HOLLOW CREEK, BOILING SPRINGS, FAIRVIEW AND GILBERT - PUBLIC SAFETY / FIRE SERVICE - BID NO. B05013-12/15/04H**

Invitations for Bids were solicited from twenty-three (23) qualified contractors for Fire Station renovations for Hollow Creek, Boiling Springs, Fairview and Gilbert. The project includes all equipment, materials, and labor necessary for the renovation of the existing multi-bay garages at Hollow Creek, Boiling Springs, and Fairview Fire Stations. Included in the renovation of the existing two-bay garage at the Gilbert Fire Station was the new construction of a 40' x 40' steel frame two-bay addition. Grading and site preparation was included in this addition. These Fire Stations are approaching thirty (30) years old and are in need of extensive repairs. A renovation program has been implemented to improve the general appearance and efficiency of these stations. This is a three (3) step program which includes renovation of the office and living quarters, replacing the windows and exterior wooden siding on the office and living areas and replacing the metal panels, insulation and overhead doors on the bay area. The Gilbert Fire Station is in significant need of an addition to replace a pole building addition that is in very poor condition. Ray Disher, Building Services Manager has evaluated and recommended the replacement of the pole building at Gilbert be expedited to prevent further damage to the existing structure. We received one(1) bid and five (5) no bids. Hoover Metal Buildings; Murphy Contracting, Incorporated; Tyler Construction Company, Incorporated; Cannon Associates, Incorporated and Holzheimer Construction, Incorporated stated that their schedule would not permit them to perform.

We received one bid from MAR Construction Company, Incorporated for a lump sum of \$220,175.00 for the three (3) Fire Station renovations. The Town of Gilbert asked the County to obtain optional pricing for block to match the street scape of the Town of Gilbert. The total cost for this option will be funded totally by the Town of Gilbert. At this time, the Gilbert Fire District is in the process of deeding a parcel of land to the County, on which the addition will be constructed. This process has not been completed to date.

It is the recommendation of Public Safety and Procurement to proceed with the three (3) renovations at Fairview, Boiling Springs and Hollow Creek at this time. We would request Council's approval for the Gilbert Fire Station once the Town of Gilbert and the Gilbert Fire District provides the land and funding for the optional block. MAR Construction Company has agreed to this process.

Bids were evaluated by Russell Rawl, Fire Service Coordinator; Brian Hood, Chief Administrative Officer, Fire Service; and Donna J. Harris, Procurement Officer. It is our recommendation to award this contract to MAR Construction Company, Incorporated as being the lowest responsive bidder. The total cost of the project including applicable sales tax is \$220,175.00.

Funds are appropriated in accounts:	1000-131500-5A5081	Boiling Springs	\$ 68,866.00
	1000-131500-5A5082	Fairview	\$ 71,098.00
	1000-131500-5A5083	Hollow Creek	\$ 80,211.00

I concur with the above recommendation and further recommend that this bid be placed on County Council's agenda for their next scheduled meeting on February 22, 2005.

copy: Larry Porth, Director of Finance / Assistant County Administrator
Timothy M. James, Deputy County Administrator
Russell Rawl, Fire Service Coordinator
Brian Hood, Chief Administrative Officer, Fire Service
Ray Disher, Building Services Manager



County of Lexington

Department of Public Safety

212 South Lake Drive Lexington, South Carolina 29072
TELEPHONE: (803) 359-8331 FAX: (803) 359-8589

FIRE SERVICE ADMINISTRATIVE DIVISION

February 7, 2005

**TO: Shelia Fulmer
Procurement Manager**

**FROM: Russell R. Rawl
Fire Service Coordinator**

RE: Station Renovation Bid # B05013-12/15/04H

Sheila,

As I'm sure you are aware, the Town of Gilbert has expressed interest in providing partial funding for the renovation and addition at the Gilbert Fire Station, which is a part of the aforementioned bid. The partial funding would cover the added expense of brick veneer on exterior walls on the bay area of the fire station. Additionally, the Gilbert Fire District is in the process of deeding over a parcel of land, on which the addition will be constructed, to the County. This is a work in process and has not been completed to date.

In an effort to expedite the completion of this project, I recommend proceeding with the three (3) renovations at Fairview, Boiling Springs, and Hollow Creek at this time. Once the Town of Gilbert and the Gilbert Fire District provides the land and partial funding, I will recommend moving forward with the fourth project.

Funds are appropriated in accounts:	1000-131500-5A5081	Boiling Springs	\$68,866.00
	1000-131500-5A5082	Fairview	\$71,098.00
	1000-131500-5A5083	Hollow Creek	\$80,211.00

Thanks again for your assistance with this bid. If you have any questions regarding the recommendation, please do not hesitate to call me.

cc: Chief Tim James, Deputy County Administrator, Assistant Sheriff, Director of Public Safety and Homeland Security



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 # M05-02

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

On North Lake Drive between Elton Meetze Lane and Regency Drive TMS# 001800-01-018

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

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

With the development in recent years of some of the properties in the area to commercial use, I feel that a change in zoning classification will be appropriate to improve the marketability of my property.

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

Date 01-10-05

(X) Owner?
() Agent?

Signature Henry O Thompson

Name(print) HENRY O. THOMPSON

Address 208 AMENITY RD.

CHAPIN, SC. 29036

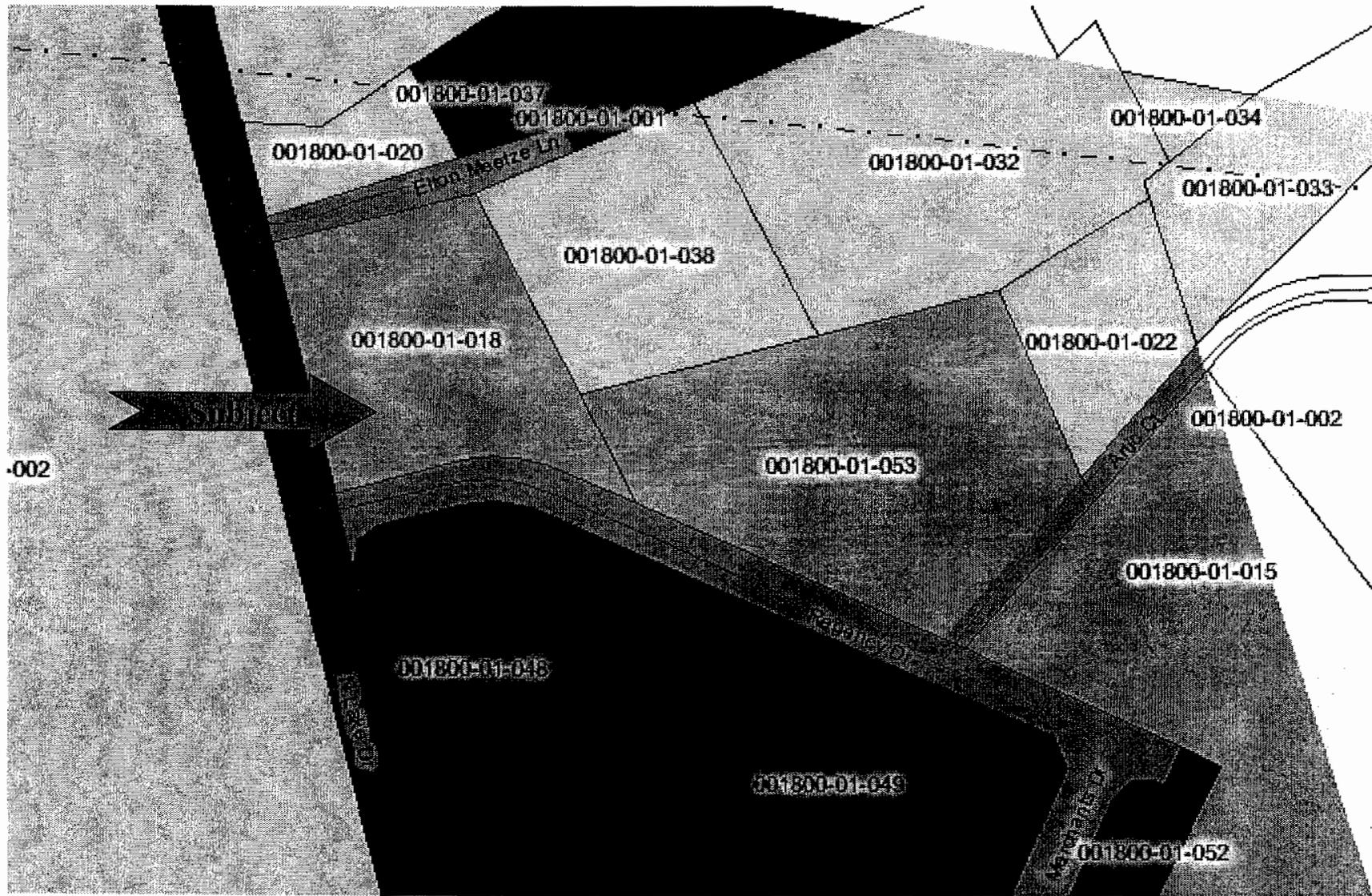
Telephone (803) 781-5525

- 1. 2/4/05 Application Received
2. 2/4/05 Fee Received
3. Newspaper Advertisement
4. Property Posted
5. Notices Sent

Planning Commission Recommendation:

2/22/05 First Reading Public Hearing Second Reading Third Reading

Results:



ZONING MAP AMENDMENT #M05-02

ORDINANCE NO. 2004- 11

AN ORDINANCE AUTHORIZING THE EXECUTION AND DELIVERY OF A LEASE-PURCHASE AGREEMENT BY AND BETWEEN LEXINGTON COUNTY, SOUTH CAROLINA, AS LESSOR, AND NUCOR CORPORATION, AS LESSEE, WITH RESPECT TO THE CONSTRUCTION OF CERTAIN MODIFICATIONS AND IMPROVEMENTS TO NUCOR CORPORATION'S MANUFACTURING FACILITY FOR METAL BUILDINGS AND COMPONENTS, WHEREBY THE COUNTY WILL ACCEPT TITLE TO SUCH MODIFICATIONS AND IMPROVEMENTS, THE MODIFICATIONS AND IMPROVEMENTS WILL BE SUBJECT TO CERTAIN FEE PAYMENTS IN LIEU OF TAXES AND THE MODIFICATIONS AND IMPROVEMENTS WILL BE RECONVEYED TO NUCOR CORPORATION UNDER CERTAIN CONDITIONS; AND OTHER MATTERS RELATED THERETO.

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 Chapter 44 of Title 12 of the Code of Laws of South Carolina, 1976, as amended (the "Act"), to acquire, or cause to be acquired, properties (which properties constitute a "project" as defined in the Act) and to enter into agreements with any industry whereby the industry would pay fees in lieu of taxes with respect to such project, through which powers the industrial development of the State of South Carolina (the "State") will be promoted and trade developed by inducing manufacturing and commercial enterprises to locate or remain in the State and thus utilize and employ the manpower, products and resources of the State and benefit the general public welfare of the County by providing services, employment, recreation or other public benefits not otherwise provided locally; and

WHEREAS, the County is further authorized by the Act to accept title to projects located in the County and to lease such projects to any investor pursuant to a lease or lease purchase agreement by and between the County and such investor; and

WHEREAS, pursuant to the Act, and in order to induce certain investment in the County, the County has entered into that certain Inducement and Millage Rate Agreement with Nucor Corporation, a Delaware corporation (the "Company"), dated December 14, 2004 (the "Inducement and Millage Rate Agreement"), with respect to the modification and improvement by the Company of its metal building systems and components plant in the County (the "Project"); and

WHEREAS, the County has determined on the basis of the information supplied to it by the Company that the Project would be a "project" as that term is defined in the Act and that the Project would serve the purposes of the Act; and

WHEREAS, the County has determined to enter into sale-leaseback arrangement, which includes a Lease-Purchase Agreement, to be dated as of the date of first reading of this

ordinance, with the Company (the "Lease Agreement"), whereby the County would accept title to the Project and lease the same back to the Company and provide therein for a payment of fees in lieu of taxes by the Company with respect to the Project and the reconveyance of the Project to the Company, all upon satisfaction of the conditions contained therein; and

WHEREAS, the County Council has caused to be prepared and presented to this meeting the form of the Lease Agreement which the County proposes to execute and deliver; and

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

NOW, THEREFORE, BE IT ORDAINED, by the County Council as follows:

Section 1. In order to promote industry, develop trade and utilize and employ the manpower, agricultural products and natural resources of the State by assisting the Company to locate or expand its industrial facilities in the County, (i) the acquisition by the County and the subsequent lease to the Company of the Project, and (ii) the reconveyance of the Project to the Company upon the satisfaction of the conditions set forth in the Lease Agreement, are hereby authorized 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 in the Lease Agreement are beneficial to the County;

(c) The Project will benefit the general public welfare of the County by providing service, employment, recreation and other public benefits not otherwise provided locally;

(d) The purposes to be accomplished by the Project, *i.e.*, economic development and addition to the tax base of the County, are proper governmental and public purposes;

(e) The Project will give rise to no pecuniary liability of the County or incorporated municipality or a charge against the general credit or taxing power of either;

(f) The inducement of the location or expansion of the Project within the County and the State is of paramount importance;

(g) The dollar amount and nature of the investment, in addition to other criteria described in this Section, support the Project's classification as economic development property;

(h) The benefits of the Project will be greater than the costs; and

(i) The Project will be made available by the County to the Company upon terms which require the Company, at its own expense, to maintain the Project in good repair and to carry all proper insurance with respect thereto.

Section 3. The form, terms and provisions of the Lease Agreement presented to this meeting and attached hereto as Exhibit A are hereby approved and all of the terms and provisions thereof are hereby incorporated herein by reference as if the Lease Agreement were set out in this Ordinance in its entirety. The Chairman of the County Council and the Clerk of the County Council be and they are hereby authorized, empowered and directed to execute, acknowledge and deliver the Lease Agreement in the name of and on behalf of the County, and thereupon to cause the Lease Agreement to be delivered to the Company and cause the Lease Agreement to be recorded in the Register of Deeds for Lexington County. The Lease Agreement is to be in substantially the form now before this meeting and hereby approved, or with such changes therein as shall be approved by the officials of the County executing the same, their execution thereof to constitute conclusive evidence of their approval of any and all changes or revisions therein from the form of Lease Agreement now before this meeting.

Section 4. The form, terms and provisions of the Mortgage and Security Agreement and Fixture Filing (the "Security Agreement") presented to this meeting and attached hereto as Exhibit B are hereby approved and all of the terms and provisions thereof are hereby incorporated herein by reference as if the same were set out in this Ordinance in its entirety. The Chairman of the County Council and the Clerk of the County Council be and they are hereby authorized, empowered and directed to execute, acknowledge and deliver the Security Agreement in the name of and on behalf of the County, and thereupon to cause the Security Agreement to be delivered to the Company. The Security Agreement is to be in substantially the form now before this meeting and hereby approved, or with such changes therein as shall be approved by the officials of the County executing the same, their execution thereof to constitute conclusive evidence of their approval of any and all changes or revisions therein from the form of Security Agreement now before this meeting.

Section 5. The Chairman of the County Council and the Clerk of the County Council, for and on behalf of the County, are hereby each authorized and directed to do any and all things necessary to effect the execution and delivery of the Lease Agreement and the Security Agreement and the performance of all obligations of the County under and pursuant to the Lease Agreement and the Security Agreement.

Section 6. The provisions of this Ordinance are hereby declared to be separable and if any section, phrase or provisions 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 7. It is the intention of the County Council that the date of first reading of this ordinance shall constitute the date of official action in the part of the County, reflecting or identifying the Project as economic development property within the meaning of the Act.

Section 8. All ordinances, resolutions, and parts thereof in conflict herewith are, to the extent of such conflict, hereby repealed. This resolution shall take effect and be in full force from and after its passage by the County Council.

Enacted in meeting duly assembled this 14th day of December, 2004.

LEXINGTON COUNTY, SOUTH CAROLINA

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

ATTEST:

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

First Reading:
Second Reading:
Third Reading:

Public Hearing:

STATE OF SOUTH CAROLINA

COUNTY OF LEXINGTON

I, the undersigned Clerk to County Council of Lexington County, South Carolina, do hereby certify that attached hereto is a true, accurate and complete copy of an ordinance which was given reading, and received [**unanimous**] approval, by the County Council at its meetings of December 14, 2004 and _____, 2005, at which meetings a quorum of members of County Council were present and voted, and an original of which ordinance is filed in the permanent records of the County Council.

Clerk, County Council of Lexington County

Dated: _____, 2005

LEASE-PURCHASE AGREEMENT

Between

LEXINGTON COUNTY, SOUTH CAROLINA
Lessor

and

NUCOR CORPORATION
Lessee

Dated as of December 14, 2004

This document prepared by:
Ernest S. DeLaney, III
Moore & Van Allen PLLC
100 North Tryon Street, Suite 4700
Charlotte, NC 28202-4003

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LEASE-PURCHASE AGREEMENT

This LEASE-PURCHASE AGREEMENT (this "Agreement"), dated effective as of _____, 2004 (the "Commencement Date"), is between LEXINGTON COUNTY, SOUTH CAROLINA (hereinafter called "Lessor"), a political subdivision and body corporate of the State of South Carolina, as lessor, and NUCOR CORPORATION (hereinafter called "Lessee"), a corporation organized and existing under the laws of the State of Delaware, as lessee.

WITNESSETH:

WHEREAS, Lessor is authorized and empowered by the provisions of Title 12, Chapter 44, Code of Laws of South Carolina, 1976, as amended (the "Act"), to allow for the payment of certain fees in lieu of ad valorem taxes with respect to industrial properties through which the industrial development of the State will be promoted and trade developed by inducing new industries to locate in the State and by encouraging industries now located in the State to expand their investments and thus utilize and employ manpower and other resources of the State and benefit the general public welfare of Lessor by providing services, employment, recreation or other public benefits not otherwise provided locally; and

WHEREAS, Lessee has constructed and operates a manufacturing facility for metal buildings and components in Lexington County, South Carolina (the "County"); and

WHEREAS, by action taken on December 14, 2004 (the "Official Action"), the County Council of Lexington County, South Carolina, agreed to provide certain incentives to Lessee with respect to the modification and improvement during the Project Period (as hereinafter defined) of its existing manufacturing facility through the acquisition, construction and installation of real and personal property, including but not limited to, improvements, leasehold improvements, buildings, machinery, equipment and furniture, which would constitute a project within the meaning of the Act (hereinafter collectively referred to as the "Project") and the County recognized and identified the Project as economic development property within the meaning of the Act; and

WHEREAS, in accordance with the Official Action and an Inducement and Millage Rate Agreement by and between Lessor and Lessee dated December 14, 2004, and amended as of the Commencement Date (the "Inducement and Millage Rate Agreement"), Lessor has agreed to provide for fees in lieu of taxes in the manner permitted under Title 12, Chapter 44 of the Act; and

WHEREAS, this Lease Agreement shall constitute a "fee agreement" within the meaning of the Act; and

WHEREAS, the Project has been conveyed to Lessor by Lessee, and Lessor has agreed to lease the Project to Lessee pursuant to the terms hereof; and

WHEREAS, Lessee and Lessor each have full right and lawful authority to enter into this Lease Agreement and to perform and observe the provisions hereof on their respective parts to be performed and observed.

NOW, THEREFORE, in consideration of the respective representations and agreements hereinafter contained, Lessor and Lessee agree as follows (provided, that in the performance of the agreements of Lessor herein contained, any obligation it may thereby incur for the payment of money shall not be a general debt on its part, but shall be payable solely out of the proceeds derived from this Agreement, and the insurance and condemnation awards as herein provided):

ARTICLE I DEFINITIONS AND RULES OF CONSTRUCTION

Section 1.1 Definitions.

In addition to the words and terms elsewhere defined in this Agreement, the following words and terms as used in this Agreement shall have the following meanings unless the context or use clearly indicates another or different meaning or intent:

“Act” means Section 12-44-10, *et seq.*, of the State Code. References herein to various sections of the Act are to corresponding sections in the State Code comprising the Act.

“Additional Rent” shall have the meaning ascribed to it in Section 3.6 hereof.

“Administration Expenses” means the reasonable and necessary expenses incurred by Lessor with respect to this Agreement, including reasonable attorneys’ fees; provided, however, that no such expense shall be considered an Administration Expense until Lessor has furnished to Lessee a statement in writing indicating the amount of such expense and the reason it has been or will be incurred.

“Authorized Lessee Representative” means the person or persons at the time designated to act on behalf of Lessee by written certificate furnished to Lessor containing the specimen signature(s) of such person(s) and signed on behalf of Lessee by an authorized officer. Such certificate may designate an alternate or alternates.

“Authorized Lessor Representative” means the Chairman or person or persons at the time designated to act on behalf of Lessor by written certificate furnished to Lessee containing the specimen signature(s) of such person(s) and signed on behalf of Lessor by the Chairman. Such certificate may designate an alternate or alternates.

“Base Rent” shall have the meaning ascribed to it in Section 3.5 of this Lease Agreement.

“Bill of Sale” means the document of that name dated as of or after the Commencement Date by which Lessee transfers title to the Equipment to Lessor.

“Buildings” means those certain buildings or additions to buildings and fixtures forming a part of the Project, and not constituting part of the Equipment, which are located on the Land, as they may at any time exist.

“Business Day” means any day other than a Saturday or Sunday or legal holiday or a day on which banking institutions in the city of Charlotte, North Carolina, are authorized or required by law to close.

“Chairman” means the Chairman of County Council (or anyone authorized to act in his stead whenever he is unavailable to act).

“Clerk” means the Clerk of County Council (or anyone authorized to act in her stead whenever she is unavailable to act).

“Code” means the Internal Revenue Code of 1986, as heretofore or hereafter amended.

“County Assessor” means the Lexington County Assessor, or the holder of any successor position.

“County Auditor” means the Lexington County Auditor, or the holder of any successor position.

“County Council” means the County Council of Lexington County, South Carolina.

“Department” means the South Carolina Department of Revenue, or any successor agency.

“Equipment” means all personal property including, but not limited to, machinery and equipment acquired, constructed, and installed in the Buildings and conveyed to Lessor, but specifically excluding any equipment covered by the 1996 Lease. To the extent permitted by law, such Equipment shall remain personal property regardless of the manner or fashion in which such machinery and/or equipment is affixed to the premises.

“Fee” shall have the meaning ascribed to it in Section 5.1 hereof.

“Indemnified Parties” shall have the meaning ascribed to it in Section 6.4 hereof.

“Independent Counsel” means an attorney duly admitted to practice before the highest court of any state in the United States of America who is not a full-time employee of either Lessor or Lessee.

“Inducement and Millage Rate Agreement” shall have the meaning ascribed thereto in the Recitals hereof.

“Land” means the real estate described in Exhibit A, attached hereto and incorporated herein by reference.

“Lease Term” means the duration of Lessee’s right to use and occupy the Project as specified in Section 3.4 hereof.

“Lessee” means Nucor Corporation, a Delaware corporation, and any surviving, resulting or transferee entity.

“Lessor” means Lexington County, South Carolina, a political subdivision and body corporate under the laws of the State.

“1996 Lease” means that certain Lease-Purchase Agreement between Lessee and Lessor dated as of December 31, 1996, and recorded on March 14, 1997, in Book 4084, Page 334, in the Office of the Register of Deeds of Lexington County, South Carolina, as amended or supplemented time to time.

“Non-Project Improvements” means those buildings, structures and fixtures on the Land, other than the Project and any Replacement Property, as may become subject to this Agreement.

“Permitted Encumbrances” means any Permitted Encumbrance under the 1996 Lease.

“Premises” means all of the Land and improvements thereon, including the Buildings and Equipment.

“Project” shall have the meaning ascribed to such term in the recitals hereto.

“Project Documents” means the Inducement and Millage Rate Agreement, this Agreement, the Bill of Sale, and the Security Agreement.

“Project Period” means the period which begins on January 1, 2004, and ends on December 31, 2013.

“Replacement Property” means all property installed in the buildings, improvements and personal property theretofore constituting part of the Project to the extent that Section 12-44-60 of the Act permits such property to be included in the Project.

“Security Agreement” means the Security Agreement and Fixture Filing dated as of the Commencement Date (including the related UCC Financing Statements filed in Lexington County and with the Secretary of State of South Carolina) by which Lessor grants Lessee a security interest in the Equipment for the purpose of securing the performance of certain obligations of Lessor to Lessee arising hereunder.

“State” means the State of South Carolina.

“State Code” means the Code of Laws of South Carolina, 1976, as amended.

Section 1.2 Rules of Construction.

Unless the context clearly indicates to the contrary, the following rules shall apply to the construction of this Agreement:

(a) Words importing the singular number shall include the plural number and vice versa.

(b) The table of contents, captions and headings herein are solely for convenience of reference only and shall not constitute a part of this Agreement nor shall they affect its meaning, construction or effect.

(c) Words of the masculine gender shall be deemed and construed to include correlative words of the feminine and neuter genders, and words of the neuter gender shall be deemed and construed to include correlative words of the masculine and feminine genders.

(d) All references in this Agreement to particular Articles or Sections are references to Articles and Sections of this Agreement, unless otherwise indicated.

[End of Article I]

ARTICLE II
REPRESENTATIONS, WARRANTIES AND COVENANTS

Section 2.1 Representations, Warranties and Covenants by Lessor.

Lessor makes the following representations and warranties to Lessee and covenants with Lessee as follows:

(a) Lessor is a body politic and corporate and a political subdivision of the State and is authorized and empowered by the provisions of the Act to execute and fulfill its obligations described in the Project Documents to which it is a party. Lessor has been authorized by proper action of the County Council to execute and deliver such of the Project Documents as require execution by it and to enter into and fully perform the transactions required of it under those documents.

(b) Neither the execution and delivery of the Project Documents to which it is a party, nor the consummation and performance of the transactions described in the Project Documents to which it is a party, violate, conflict with or will result in a breach of any of the terms, conditions or provisions of any agreement, restriction, statute, law, rule, order or regulation to which Lessor is now a party or by which it is bound.

(c) To the best of its knowledge, there is no action, suit, proceeding, inquiry or investigation at law or in equity before or by any judicial or administrative court or agency, public board or body, pending or threatened, against or affecting Lessor, wherein an unfavorable decision, ruling or finding may or would adversely affect Lessor or the consummation of the transactions described in the Project Documents to which it is a party.

(d) Neither the existence of Lessor nor the rights of the Chairman or any members of County Council to their offices is being contested and none of the proceedings taken to authorize the execution, delivery and performance of such of the Project Documents as require execution, delivery and performance by Lessor has been repealed, revoked, amended or rescinded.

(e) The Project Documents to which it is a party are (or, when executed, will be) legal, valid and binding obligations of Lessor, enforceable against Lessor in accordance with their respective terms, except as such terms may be limited by laws affecting creditors' rights generally.

(f) The Chairman is fully authorized to execute the Project Documents to which Lessor is a party on behalf of Lessor and the Clerk is authorized to attest to his signature and to seal such Project Documents.

(g) Effective as of the Commencement Date, as an accommodation to assist Lessee in achieving the intended benefits and purposes of the Act, Lessor acquired from Lessee ownership of the Equipment and will authorize, and does hereby authorize, Lessee to acquire and install any additional Equipment, and to do all other things deemed by Lessee to be necessary or desirable in connection with the Premises.

Section 2.2 Representations, Warranties and Covenants of Lessee.

Lessee makes the following representations and warranties to Lessor and covenants with Lessor as follows:

(a) Lessee is a corporation existing under the laws of the State of Delaware and is qualified to do business in the State. Lessee has all necessary power to execute and fulfill its obligations described in the Project Documents to which it is a party and has been authorized to do so. Lessee has been authorized by proper action of Lessee to execute and deliver this Lease Agreement. Lessee shall continue to be qualified to do business in the State during the Lease Term.

(b) Neither the execution and delivery of the Project Documents to which it is a party nor the consummation and performance of the transactions described in the Project Documents to which it is a party violate, conflict with, or will result in a breach of any of the terms, conditions or provisions of any agreement, restriction, statute, law, rule, order or regulation to which Lessee is now a party or by which it is bound.

(c) To the best of its knowledge, there is no action, suit, proceeding, inquiry or investigation at law or in equity before or by any judicial or administrative court or agency, public board or body, pending or threatened, against or affecting Lessee wherein an unfavorable decision, ruling or finding may or would adversely affect Lessee or the transactions described in the Project Documents.

(d) The Project Documents to which it is a party are (or, when executed, will be) legal, valid and binding obligations of Lessee enforceable against Lessee in accordance with their respective terms, except as such terms may be limited by laws affecting creditors' rights generally.

(e) The Project when completed will represent an aggregate Minimum Investment (including exempt property) of not less than \$5,000,000.

(f) The Project when completed will employ not less than forty-five full-time employees at an average annual wage (including benefits) of not less than \$50,000.

[End of Article II]

**ARTICLE III
TERM, PROPERTY AND RENTAL**

Section 3.1 Demise of the Premises.

Lessor demises and leases to Lessee, and Lessee leases from Lessor, the Project, subject to Permitted Encumbrances, at the rental set forth in this Article III and in accordance with the provisions of this Agreement.

Section 3.2 Warranties of Title and Condition of Project.

Lessor shall not be liable to Lessee or any other person for any damages resulting from failure of or any defect in Lessor's title to the Project which interferes with, prevents or renders burdensome the use or occupancy of the Project or the compliance by Lessee with any of the terms of this Agreement. No failure or defect in Lessor's title to any of the Project shall terminate this Agreement or entitle Lessee to any abatement, in whole or in part, of any of the rental or any other sums to be paid by the Lessee pursuant to any of the terms of this Agreement.

Lessee acknowledges that it has examined so much of the Project as is in existence on the date of execution and delivery hereof, as well as title thereto, prior to the making of this Agreement and is aware of the condition and state thereof as of the day of the execution hereof, and accepts the same in said condition and state; that no warranties or representations as to the condition or state thereof have been made by representatives of Lessor; and that Lessee in entering into this Agreement is relying solely upon its own examination thereof and of any Buildings, Equipment or Land which shall hereinafter become subject to the demise hereof. Lessor makes no warranty, either express or implied, as to title to any of the Project or the design, capabilities or condition of the Project or that it will be suitable for Lessee's purposes or needs.

Section 3.3 Quiet Enjoyment.

Lessor covenants and agrees that Lessee, upon paying the Base Rent herein and upon performing and observing the covenants, conditions and agreements hereof, shall and may peaceably hold and enjoy the Project during the Lease Term without any interruption or disturbance, subject however, to the terms of this Agreement.

Section 3.4 Term.

This Agreement shall become effective upon the Commencement Date, and the leasehold estate created herein shall then begin, and subject to the provisions hereof, including, without limitation, Article XI, the leasehold estate shall continue in effect through the conclusion of the twenty (20)-year period after the last portion of the Project is placed in service or until such time as Lessor conveys the Project to Lessee at the direction of Lessee.

Section 3.5 Base Rent.

Rent payable by Lessee under this Agreement shall be equal to \$100.00 per year (herein called the "Base Rent") commencing on August 1, 2005 and each August 1 thereafter during the Lease Term.

Section 3.6 Additional Rent.

In addition to Base Rent, Lessee will pay on demand, as additional rent, all other amounts, liabilities and obligations which Lessee assumes or agrees to pay hereunder (hereinafter collectively called "Additional Rent"). As part of the Additional Rent hereunder, Lessee agrees to pay Administration Expenses to Lessor. Lessee shall pay such Administration Expenses and indemnification payments pursuant to Section 6.4 of this Agreement when and as

they shall become due, but in no event later than sixty (60) days after receiving written notice from Lessor specifying the nature of such expense and requesting payment of same.

Section 3.7 Certain Income Tax Matters.

It is the intention of the parties that any tax benefits resulting from ownership of the Project and any tax credit or comparable credit which may ever be available shall accrue to the benefit of Lessee, and Lessee may, and Lessor upon advice of counsel may, make any election and take other action in accordance with the Code and the regulations promulgated thereunder as may be necessary to entitle Lessee to have such benefit and credit.

[End of Article III]

**ARTICLE IV
PROPERTY TAX EXEMPTION AND ABATEMENT**

Section 4.1 Protection of Tax-Exempt Status of the Project.

In order to ensure that the Project is not and will not become subject to State, county or other local property taxes (or other similar or substitute taxes), Lessor and Lessee covenant that:

(a) all rights and privileges granted to Lessor and Lessee under this Agreement or any other Project Document shall be exercised so that if any conflict between this Section and any other provision in any document shall arise, then in that case, this Section shall control;

(b) Lessor and Lessee have not committed or permitted and will not commit or permit (as to any act over which either has control) any act which would cause the Project to be subject to county or other local property taxes (or other similar or substitute taxes); and

(c) Lessor and Lessee will not do anything to impair the identity of the Project as a "project" in accordance with the Act.

Section 4.2 Rescission and Reversion in the Event of Termination.

In the event for any reason it should be conclusively and finally determined by a court of competent jurisdiction that the Project is subject to State, county, or other local property taxes (or other similar or substitute taxes), then the provisions of Sections 11.2 and 11.3 hereof shall apply.

[End of Article IV]

ARTICLE V
FEE IN LIEU OF TAX PAYMENT; IMPROVEMENT COST CREDIT

Section 5.1 Fee in Lieu of Tax; Impositions.

Lessor agrees that from and after the date that any part of the Project is placed in service and titled in Lessor, Lessee may make fee in lieu of tax payments (the "Fee") in the amounts set forth in this Section 5.1 at the times and places, and in the same manner and subject to the same penalty assessments as prescribed by Lessor or the Department for *ad valorem* taxes. The amount of such annual Fee payments as provided in Section 12-44-50 of the Act are as follows:

- (a) the Fee will be paid to Lessor as required under this Agreement;
- (b) the Fee on each part of the Project shall be calculated on the basis of an assessment ratio of six percent (6%);
- (c) the Fee on each part of the Project shall be payable in twenty (20) annual installments beginning on December 31 of the year succeeding the year in which each part of the Project is placed in service by Lessee, with the first installment for the part of the Project placed in service in 2004 being due on January 15, 2006;
- (d) the Fee on each part of the Project shall be calculated on the basis of a fixed millage rate of 385.814 mills, which is the cumulative property tax millage rate applicable at the site of the Project as of June 30, 2003;
- (e) the total Fee on all parts of the Project will be calculated as provided in Section 12-44-50(A) of the Code, taking into consideration changes in and additions to the investment in the Project, and property which has been disposed of, or other factors which under the Act affect the calculation of Fee payments; and
- (f) the Fee shall be available for a twenty (20)-year period beginning on the last day of the property tax year during which each part of the Project is placed in service by Lessee. At the conclusion of the twenty (20)-year period after each part of the Project is placed in service, and until such time as the Project is conveyed to Lessee by Lessor, Lessee shall pay a fee to Lessor on such part of the Project equal to the property taxes that would be due on such part if it were taxable.

Section 5.2 Taxes, Utilities and Other Governmental Charges.

Lessor and Lessee acknowledge that: (a) pursuant to the Act, no part of the Project owned by Lessor will be subject to *ad valorem* taxation in the State but will be subject to fees in lieu of taxes as provided for in Section 5.1 of this Agreement; and (b) under present law, the income and profits (if any) of Lessor from the Project are not subject to either Federal or South Carolina income taxation and under present law there is no tax imposed upon leasehold estates in the State. However, in addition to the Fee referred to in Section 5.1 hereof and any other taxes and governmental charges that may lawfully be assessed, levied or imposed against it, Lessee will pay as the same respectively become due: (i) all taxes and governmental charges of any kind whatsoever that may be lawfully assessed, levied or imposed against Lessor with respect to the

Project or any machinery, equipment or other property installed or brought by Lessee therein or thereon; (ii) all utility and other charges incurred in the operation, maintenance, use and occupancy of the Project; and (iii) all assessments and charges lawfully made by any governmental body for public improvement to the Project. If Lessee shall contest any such tax, assessment, lien or charge, excepting the payment in lieu of taxes referred to in Section 5.1 hereof, then, as long as any such contest does not result in a lien against the Project which has not been bonded to the reasonable satisfaction of Lessor (or against the consequences of which lien Lessee has not provided adequate security of such character as may be acceptable to Lessor), such action by Lessee shall not be considered as a breach by it of any of its covenants under this Agreement while the action to contest such tax, assessment, lien or charge remains pending; provided, at the time of the execution of this Agreement no tax or charge which is at such time due and payable as described in (i) hereinabove is known to exist.

Section 5.3 Fee Payment Secured by Tax Lien.

Lessor's right to receive the Fee payments hereunder shall have a first-priority lien status pursuant to Sections 12-44-90(E) and (F) of the Act and Chapters 4, 49, 51, 53 and 54 of Title 12 of the State Code.

[End of Article V]

ARTICLE VI
MAINTENANCE, MODIFICATIONS, IMPOSITIONS AND INSURANCE

Section 6.1 Maintenance and Modifications of Premises by Lessee.

(a) Lessee agrees that during the Lease Term it will at its own expense
(i) keep the Premises in reasonably safe condition as its operations shall permit and
(ii) keep the Building and the Equipment and all other improvements forming a part of the Premises in good repair and in good operating condition, making from time to time all necessary repairs thereto and renewals and replacements thereof as Lessee deems appropriate in its sole and absolute discretion.

(b) Lessee may from time to time, in its sole discretion and at its own expense, make any additions or modifications to the Premises, including installation of such additional machinery, equipment, furniture or fixtures in the Building or on the Land, which it may deem desirable for its business purposes. All fixtures and substitutions, additions, or modifications of Equipment so installed by Lessee shall automatically become the sole property of Lessor (other than an interest of a secured party) and shall be subject to each term and provision of this Agreement.

(c) Subject to the applicable provisions of the Act:

(i) Replacement Property is not required to serve the same function as the property it is replacing.

(ii) Replacement Property shall be deemed to replace the oldest property subject to the Fee, whether real or personal, which is disposed of in the same property tax year as the Replacement Property is placed in service.

(iii) Replacement Property shall qualify for the Fee only to the extent of the original income-tax basis of the property in which is being disposed of in the same property tax year.

(iv) More than one piece of Replacement Property can replace a single piece of property.

(v) 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 annual payments calculated as if the exemption for economic development property were not allowed.

(vi) Replacement Property is entitled to the Fee payment for the period of time remaining under this Agreement for the property which it is replacing.

(vii) The Replacement Property shall be recorded by Lessee using its income-tax basis, and the Fee calculated pursuant to Section 5.1.

(d) Lessee may in good faith contest any mechanics' or other liens filed or established against the Premises, and in such event may permit the items so contested to remain undischarged and unsatisfied during the period of such contest and any appeal therefrom.

Section 6.2 Removal of Equipment.

Lessor shall not be under any obligation to renew, repair or replace any inadequate, obsolete, worn-out, unsuitable, undesirable or unnecessary Equipment. In any instance where Lessee in its sole discretion determines that any items of Equipment have become inadequate, obsolete, worn-out, unsuitable, undesirable or unnecessary, Lessee may remove such items of Equipment from the Premises and (on behalf of Lessor) sell, trade-in, exchange or otherwise dispose of them (as a whole or in part) without any responsibility or accountability to Lessor therefor.

Upon the removal of any Equipment in accordance with the preceding provisions of this Section, such Equipment shall no longer be considered part of the Premises. Whenever any removal occurs, Lessor shall, upon the request of Lessee, promptly take such steps and execute and deliver such instruments as may be specified by Lessee to effectively transfer to Lessee or its designee Lessor's interest in the Equipment removed.

Section 6.3 Insurance Required.

(a) Lessee shall keep the Premises continuously insured by self-insurance or by policy against such risks both as to type and limits of coverage as are customarily insured against by Lessee with respect to assets of Lessee which are comparable to the Project.

(b) All insurance required hereunder shall be by self-insurance or taken out and maintained in generally recognized responsible insurance companies selected by Lessee.

Section 6.4 Indemnity.

(a) Lessee shall and covenants and agrees to indemnify, protect, defend and save Lessor, including the members of the governing body of Lessor, its employees, officers and agents (the "Indemnified Parties"), harmless from and against any and all claims, demands, liabilities and costs, including attorneys' fees, arising from damage or injury of whatsoever kind or character, to property or persons, occurring or arising in any manner from:

(i) any loss or damage to property or any injury to or death of any person that may be occasioned by any cause pertaining to the Project or the use thereof;

(ii) any breach or default on the part of Lessee in the performance of any of its obligations hereunder;

(iii) any material violation by Lessee of law, ordinance or regulation affecting the Property, or

(iv) any act of negligence, gross negligence, fraud, misrepresentation or intentional misconduct by Lessee.

(b) Notwithstanding the foregoing, Lessee shall not indemnify the Indemnified Parties from any act(s) of gross negligence, fraud, intentional misconduct, or bad faith by the Indemnified Parties.

(c) An Indemnified Party shall, promptly after receipt of notice of the commencement of any action against it in respect of which indemnification will be sought against Lessee pursuant to this Section 6.4, notify Lessee in writing of the commencement thereof. In case any such action shall be brought against an Indemnified Party, Lessee may, or if requested by the Indemnified Party shall, participate therein or assume the defense thereof with counsel of Lessee's choosing.

(d) In no event shall Lessee be liable for any compromise or settlement of claim under this Section 6.4 consummated or effected without its prior written consent. The provisions of this Section 6.4 shall pertain only to the transaction contemplated under this Agreement but shall in any event survive the termination of this Agreement.

[End of Article VI]

ARTICLE VII
DAMAGE, DESTRUCTION AND CONDEMNATION

Section 7.1 Damage and Destruction.

If the Project is destroyed (in whole or in part) or is damaged by fire or other casualty and the continued operation of the Project is in the judgment of Lessee thereby made impracticable, uneconomical or undesirable for any reason, Lessee may, at its option (to be exercised in its sole and absolute discretion), promptly repair, rebuild or restore the property damaged with such changes, alterations and modifications (including the substitution and addition of other property) as may be desired by Lessee.

Any balance of insurance proceeds remaining after payment of all the costs of any repair, rebuilding or restoration shall be paid to Lessee.

Lessee shall control all negotiations with all relevant insurance companies relative to the settlement of any and all insurance claims relating to any damage to the Project.

Section 7.2 Rights of Parties in Event of Condemnation.

(a) If during the Lease Term title to all or a substantial portion of the Project shall be taken or condemned by a competent authority for any public use or purpose, then this Agreement shall terminate as of the date of vesting of title in such authority and the Base Rent shall be paid to and adjusted as of that day. In that event, the condemnation award shall be paid to Lessee. For the purposes of this Article VII, "all or a substantial portion of the Project" shall be deemed to mean a taking of all of the Premises or a taking of such substantial portion of the Premises that Lessee, as determined by Lessee in its sole discretion, cannot reasonably operate in a manner acceptable to Lessee. Lessor agrees that it will not voluntarily accept, without the prior approval of Lessee, any condemnation award, and Lessor agrees that it will cooperate with Lessee with the end in view of obtaining the maximum justifiable condemnation award.

(b) If less than a substantial portion of the Project (defined to mean any taking or condemnation that is not of "all or a substantial portion of the Project" (as defined in subparagraph (a) of this Section 7.2)) shall be taken or condemned by a competent authority for any public use or purpose, the obligations of either party under this Agreement shall not be affected or reduced in any way, and

(i) If any part of the Buildings or Equipment comprising the Project is taken or condemned, Lessee, in its discretion, may repair, rebuild or restore as it deems necessary or appropriate; and

(ii) The entire condemnation award shall be paid to Lessee, and Lessor hereby assigns the same to Lessee for the use of Lessee in repairing and rebuilding as provided in (i) above.

Section 7.3 Right of Lessee to Participate in Condemnation Proceedings.

Lessee shall control any and all negotiations or condemnation proceedings and shall have the right to resist or defend any and all condemnation proceedings and to make any presentation or conduct any proceeding which in its discretion is necessary or desirable to obtain any proper relief and, if the condemnation is concluded, to obtain the maximum award justified by the taking.

Section 7.4 Lessor's Covenant Not to Condemn.

Lessor covenants that, except to the extent reasonably deemed a necessity by Lessor to perform essential governmental functions under its sovereign power, it will not take or condemn any part of the Premises, or attempt to do so, without the prior written consent of Lessee.

[End of Article VII]

**ARTICLE VIII
SPECIAL COVENANTS**

Section 8.1 No Warranty of Condition or Suitability by Lessor.

Lessor makes no warranty, either express or implied, as to the condition of the Project or that they will be suitable for Lessee's purposes or needs. Lessee releases Lessor from, agrees that Lessor shall not be liable for, and agrees to hold Lessor harmless against, any loss or damage to property or any injury to or death of any person that may be occasioned by any negligent or willful act or omission of Lessee relating to the Project or the use thereof. The provisions of this Section shall pertain only to the transaction contemplated hereunder but shall in any event survive any termination hereof.

Section 8.2 Service of Process in the State.

Lessee acknowledges and agrees that its entry into this Agreement is an action subjecting it to the personal jurisdiction of the courts of the State and that service of process upon Lessee may be effected by service upon Lessee as provided under Rule 4(d)(3) of the South Carolina Rules of Civil Procedure, or any successor provision.

Section 8.3 No Annexation.

Lessor covenants not to consent to the annexation of any part of the Project and acknowledges and agrees that annexation of any part of the Project shall be subject to the express written consent of Lessee.

Section 8.4 Granting of Easements or Restrictive Covenants; Entering into Agreements.

Lessee may, at its sole discretion at any time or times during the Lease Term, grant easements, licenses, rights of way (including the dedication of public highways), restrictive covenants, and other rights or privileges in the nature of easements or restrictive covenants with respect to any property included in the Premises, or Lessee may, at its sole discretion, release existing easements, licenses, rights of way, covenants, and other rights or privileges with or without consideration, and Lessor agrees that it shall promptly execute and deliver any instrument necessary or appropriate to confirm and grant or release any such easement, license, right of way, covenant, or other right or privilege. In addition, Lessee shall have the unfettered right to enter into any agreement that it deems necessary or advisable in connection with the operations conducted on the Premises.

Section 8.5 Maintenance of Corporate Existence.

Lessee agrees during the Lease Term it will maintain its separate corporate existence, will not dissolve or otherwise dispose of all or substantially all of its assets, except as provided pursuant to Section 9.1 hereof, and will not consolidate with or merge into any other entity without the prior written consent of Lessor, which consent shall not be unreasonably withheld, conditioned or delayed; provided, however, that in the event of a consolidation or merger, this Section 8.5 shall not apply if the successor entity agrees to assume this Agreement.

Section 8.6 Lessor Undertakings.

Lessor will perform such other acts and adopt such further proceedings as may be necessary or appropriate to faithfully implement its covenants and to consummate the proposed financing, including but not limited to the execution of the Security Agreement to Lessee in order to secure Lessor's obligation to convey the Project to Lessee at the termination of this Agreement as described in Section 11.4 or upon Lessee's exercise of an option to acquire legal title to the Project as described in Section 11.3.

Section 8.7 Records and Reports, Non-Disclosure.

Lessee agrees to maintain complete books and records accounting for the acquisition, financing, construction and operation of the Project. Such books and records shall:

- (i) permit ready identification of the Project and components thereof;
 - (ii) confirm the dates on which each part of the Project was placed in service;
- and
- (iii) include copies of all filings made by Lessee with the County Auditor, the County Assessor or the Department with respect to property placed in service as part of the Project.

Notwithstanding any other provision of this Agreement, Lessee may designate with respect to any filings or reports delivered to Lessor pursuant to the provisions of this Agreement, or segments thereof, that Lessee believes contain proprietary, confidential or trade secret matters. Except as required by the South Carolina Freedom of Information Act ("SCFOIA"), the County Council, Lessor, its officers and employees shall not disclose any such confidential information regarding the Project, the Premises, Lessee, Lessee's operations and manufacturing processes, and any other competitively sensitive information which is not generally and independently known by the public, without the prior written authorization of Lessee. Lessor shall notify Lessee in the event of Lessor's receipt of any SCFOIA request concerning the aforesaid confidential information and, to the extent permitted by law, will not respond to such request until such time as Lessee has reviewed the request and taken any action authorized by law to prevent its disclosure. If Lessee fails to act to prevent any disclosure of such information under the SCFOIA within ten (10) days after Lessee's receipt of notice of such request, Lessor may provide such information as in its judgement is required to comply with such law and Lessor will have no liability to Lessee in connection therewith.

Section 8.8 Compliance with Laws.

Lessee shall conduct the operation of the Project in all material respects in compliance with all applicable federal, state, local and municipal laws; provided, however, that it shall not be considered a breach of this Section if Lessee fails to comply with any law and such failure does not have a material adverse effect on Lessor.

[End of Article VIII]

**ARTICLE IX
ASSIGNMENT, SUBLEASING, PLEDGING AND SELLING;
REDEMPTION; RENT PREPAYMENT AND ABATEMENT**

Section 9.1 Assignment, Subleasing and Pledging.

Lessee may not assign this Agreement or sublet the Premises or any part thereof without the prior written consent of Lessor, which consent shall not be unreasonably withheld, conditioned or delayed. Notwithstanding the foregoing, (i) Lessee shall have the right to assign this Agreement or sublet the Premises or any part thereof to an affiliate of Lessee without Lessor consent, and (ii) no assignment or subletting and no dealings or transactions between Lessor and any sublessee or assignee shall relieve Lessee of any of its obligations under this Agreement, Lessee shall remain as fully bound as though no assignment or subletting had been made, and performance by any assignee or sublessee shall be considered as performance *pro tanto* by Lessee.

Section 9.2 Restrictions on Sale, Mortgage or other Conveyance of Premises by Lessor.

Lessor agrees that it will not sell, assign, mortgage, pledge, transfer or convey the Premises during the Lease Term, except as specifically provided in this Agreement.

Section 9.3 Prepayment of Rents.

There is expressly reserved to Lessee the right, and Lessee is authorized and permitted, at any time it may choose, to prepay all or any part of the rents payable under Section 3.5 hereof.

[End of Article IX]

ARTICLE X
EVENTS OF DEFAULT AND REMEDIES

Section 10.1 Events of Default Defined.

The following shall be "events of default" under this Agreement and the terms "event of default" or "default" shall mean, whenever they are used in this Agreement, any one or more of the following events:

(a) Failure by Lessee to pay any part of the Base Rent, Additional Rent or Fee hereunder when due and continuation of said failure for a period of thirty (30) days after notice of the same has been provided to Lessee by Lessor.

(b) Failure by Lessee to observe and perform any material covenant, condition or agreement on its part to be observed or performed, other than as referred to in subsection (a) of this Section 10.1, for a period of ninety (90) days after written notice of the same has been provided to Lessee by Lessor, specifying such failure and requesting that it be remedied, unless Lessor shall agree in writing to an extension of such time prior to its expiration; provided, however, that if such failure cannot reasonably be remedied within ninety (90) days and if Lessee has within the ninety (90)-day period begun a good faith effort to cure such failure, Lessee should have such time as reasonably necessary to cure such failure.

(c) Lessee shall file a voluntary petition seeking an order for relief in bankruptcy, or shall be adjudicated insolvent, or shall file any petition or commence a case seeking any reorganization, composition, readjustment, liquidation or similar order for relief or relief for itself under any present or future statute, law or regulation, or shall seek or consent to or acquiesce in the appointment of any receiver or liquidator of Lessee or of the Project, or shall make any general assignment for the benefit of creditors.

(d) A petition shall be filed or a case shall be commenced against Lessee seeking an order for relief in bankruptcy or any reorganization, composition, readjustment, liquidation or similar relief under any present or future statute, law or regulation, and shall remain undismissed or unstayed for an aggregate of one hundred eighty (180) days or if any receiver or liquidator of Lessee or of all or any substantial part of its properties or of the Project shall be appointed without the consent or acquiescence of Lessee and such appointment shall remain unvacated or unstayed for an aggregate of one hundred eighty (180) days.

The foregoing provisions of Section 10.1, except Section 10.1(a), are subject to the following limitations: if by reason of *force majeure* Lessee is unable in whole or in part to carry out its agreements on its part herein contained, Lessee shall not be deemed in default during the continuance of such inability. The term "*force majeure*" as used herein shall mean, without limitation, the following: acts of God, strikes, lockouts or other industrial disturbances; acts of public enemies, orders of any kind of the government of the United States or of the State or any of their respective departments, agencies, or officials, or any civil or military authority; insurrections; riots; epidemics; landslides; lightning; earthquake; fire; hurricanes; storms; floods;

washouts; droughts; arrests; restraint of government and people; civil disturbances; explosions; breakage or accident to machinery, transmission pipes or canals; partial or entire failure of utilities; or any other like cause or event not reasonably within the control of Lessee.

Section 10.2 Remedies on Default.

Whenever any event of default shall happen, Lessor may take any of the following remedial steps:

(a) Whatever action at law or in equity may appear necessary or desirable to collect the Base Rent, Additional Rent, Fee and any other amounts payable by Lessee hereunder, then due and thereafter to become due, or to enforce performance and observance of any obligation, agreement or covenant of Lessee under this Agreement.

(b) Upon ninety (90) days' written notice to Lessee and Lessee's failure to cure such event of default, terminate this Agreement.

Section 10.3 Remedies Not Exclusive.

No remedy herein conferred upon or reserved to Lessor is intended to be exclusive of any other available remedy or remedies, but each and every such remedy shall be cumulative and shall be in addition to every other remedy given under this Agreement or now or hereafter existing at law or in equity or by statute. No delay or omission to exercise any right or power shall impair any such right or power or shall be construed to be a waiver thereof but any such right or power may be exercised from time to time as often as may be deemed expedient.

Section 10.4 Equitable Relief.

Lessor and Lessee shall each be entitled to specific performance and injunctive or other appropriate equitable relief for any breach or threatened breach of any of the provisions of this Agreement, notwithstanding the availability of an adequate remedy at law, and each party hereby waives the right to raise such defense in any proceeding in equity.

[End of Article X]

ARTICLE XI

OPTIONS IN FAVOR OF LESSEE

Section 11.1 Option to Terminate Lease.

Notwithstanding the occurrence of an event of default as described in Section 10.1 hereof, from time to time and at any time Lessee may terminate this Agreement in whole or in part by giving at least thirty (30) days' written notice to Lessor and by paying to Lessor the amount sufficient to pay all of the Base Rent and Additional Rent, if any, payable to Lessor under Sections 3.5 and 3.6 for the balance of the Lease Term. Upon termination pursuant to this Section 11.1, Lessee shall elect in its sole and exclusive discretion to either:

(a) continue to pay to Lessor the Fee pursuant to an agreement mutually agreed upon by Lessor and Lessee which shall preserve the negotiated Fee payments and other rights, benefits and obligations substantially in the form contained in Article V hereof, as well as the Additional Rent and indemnity contemplated by Sections 3.6 and 6.4, respectively; or

(b) From time to time and at any time upon at least thirty (30) days' notice, Lessee may terminate this Agreement in whole or in part by paying to Lessor the amounts specified in Section 4.4 hereof. Upon termination of this Agreement and the conveyance referred to in Section 13.3 hereof, Lessee, as owner of the Building and Equipment, will become liable for *ad valorem* property taxes on the Building and Equipment.

Section 11.2 Option to Acquire Legal Title.

Lessee shall at all times, and from time to time, including during the continuance of an Event of Default, have the option to purchase all or any portion of the Premises for a purchase price of ten dollars (\$10.00) together with all reasonable costs, fees and expenses of Lessor in connection with such sale and together with all amounts due to Lessor under this Agreement and the other Project Documents. Lessor, through its County Council, has expressly determined, and by the granting of this option does reaffirm, that this option to purchase is in the best interest of Lessor and in furtherance of the purpose of the Act.

Section 11.3 Conveyance on Exercise of Option to Acquire Legal Title.

(a) At the closing of the purchase pursuant to the exercise of any option to acquire legal title granted herein, Lessor will upon receipt of the purchase price deliver to Lessee a limited warranty deed for the property being acquired, as such property then exists, subject to the following: (i) those liens and encumbrances (if any) to which title to said property was subject when conveyed to Lessor; (ii) those liens and encumbrances created by Lessee or to the creation or suffering of which Lessee consented; (iii) those liens and encumbrances resulting from the failure of Lessee to perform or observe any of the agreements on its part contained in this Agreement; (iv) Permitted Encumbrances other than this Agreement; and (v) the rights and title of the condemning authority with respect to Section 7.2(a) hereof.

(b) Lessee shall pay all reasonable expenses of Lessor and all other taxes, fees and charges incident to any conveyance, including expenses of document preparation, any escrow fees, recording fees and any applicable federal, State and local taxes and the like.

Section 11.4 Conveyance on Termination of Agreement.

At the termination of the Lease Term and upon payment in full of all rents and Fees due hereunder, Lessor shall reconvey the Premises to Lessee by a limited warranty deed conveying to Lessee title to the Premises subject to the following: (i) those liens and encumbrances (if any) to which title to the Premises was subject when conveyed to Lessor; (ii) those liens and encumbrances created by Lessee or to the creation or suffering of which Lessee consented; (iii) those liens and encumbrances resulting from the failure of Lessee to perform or observe any of the agreements on its part contained in this Agreement; and (iv) Permitted Encumbrances other than this Agreement.

Section 11.5 Option to Extend.

If Lessee pays the rentals herein reserved to Lessor and is not otherwise in default hereunder, Lessee shall have the option, with the prior written consent of Lessor which shall not be unreasonably withheld, conditioned or delayed, to extend this Agreement for additional five (5)-year periods, terminable at any time by Lessee; provided, however, that an appropriate instrument evidencing the exercise of such option shall be executed by Lessor and Lessee and recorded in the same manner as this Agreement, and provided further that this Agreement shall not be renewed or extended for any greater period than permitted by applicable law. In addition to the other amounts as may be payable hereunder, the Basic Rent required to be paid by Lessee to Lessor during such additional term or terms shall be ten dollars (\$10.00) per year, payable January 1 of each year.

Section 11.6 Partial Releases.

To the extent that Lessee is entitled to cause the release of any portion of the Land or the Equipment pursuant to the terms of this Agreement, Lessee, in addition to complying with the other applicable provisions of this Agreement, shall cause to be prepared, as necessary, a deed or bills of sale with respect to such portion of the Land or the Equipment to be acquired by Lessee. Lessee shall provide, in the case of Equipment, appropriate descriptions of the property to be conveyed, and in the case of the Land, the appropriate legal descriptions. Thereafter, Lessor shall as necessary date, execute and deliver to Lessee the deed(s) or bills of sale, as the case may be.

[End of Article XI]

**ARTICLE XII
MISCELLANEOUS**

Section 12.1 Notices.

All notices, certificates or other communications hereunder shall be given and shall be deemed given when provided by facsimile transmission to the applicable party at the facsimile number set forth below, with such transmission being promptly followed by duly mailing the same to such party by registered mail, return receipt requested, postage prepaid, addressed as follows:

If intended for the Lessee:

Nucor Corporation
2100 Rexford Road
Charlotte, NC 28211
Attention: Chief Financial Officer
Facsimile Number (704) 366-4208

and

Nucor Corporation
Post Office Box 2259
Mount Pleasant, SC 29645
Attention: General Manager
Facsimile Number (803) 336-6108

If intended for the Lessor:

Lexington County
212 South Lake Drive
Lexington, SC 29072
Attention: County Administrator
Facsimile Number (803) 359-8101

With a copy to:

Lexington County
212 South Lake Drive
Lexington, SC 29072
Attention: County Attorney

Lessor and Lessee may, by notice given hereunder, designate any further or different address to which subsequent notices, certificates or other communications shall be sent.

Section 12.2 Binding Effect.

This Agreement shall inure to the benefit of and shall be binding upon Lessor, Lessee and their respective successors and assigns, subject, however, to the limitations contained in Section 9.1 hereof.

Section 12.3 Rescission and Severability.

In the event that the Act or the fee-in-lieu-of-taxes arrangement described in Section 5.1 hereof is ever determined to be invalid in its entirety, the parties hereby agree that all transactions described in or contemplated by the Project Documents shall be rescinded as of the dates that they occurred and that the *status quo ante* shall be restored; otherwise, in the event any provision of this Agreement shall be held invalid or unenforceable by any court of competent jurisdiction, that holding shall not invalidate or render unenforceable any other provision of this Agreement.

Section 12.4 Amendments.

This Agreement may not be effectively amended, changed, modified, altered or terminated without the concurring written consent of Lessor and Lessee.

Section 12.5 Execution of Counterparts.

This Agreement may be executed in counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

Section 12.6 Captions.

The captions or headings of this Agreement are for convenience only and in no way define, limit or describe the scope or intent of any provisions of this Agreement.

Section 12.7 Law Governing Construction of Agreement.

This Agreement shall be governed by, and construed in accordance with, the laws of the State.

Section 12.8 Payment Dates.

Whenever any payment to be made hereunder shall be stated to be due on a Saturday, a Sunday or a holiday, such payment shall be made on the next business day.

Section 12.9 Recapitulation Waived.

Lessor and Lessee agree to waive all recapitulation requirements for this Agreement as provided for in Section 12-44-55(B) of the Act.

[SIGNATURES BEGIN ON FOLLOWING PAGE]

IN WITNESS WHEREOF, the parties hereto have executed these presents as of the day and year first above written.

(SEAL)

LEXINGTON COUNTY, SOUTH CAROLINA,
Lessor

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

ATTEST:

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

Witnesses:

NUCOR CORPORATION,
Lessee

By: _____
Name:
Title:

Witnesses:

STATE OF NORTH CAROLINA
COUNTY OF MECKLENBURG

I, _____, a Notary Public for Mecklenburg County and State aforesaid, certify that _____ personally came before me this day and acknowledged that he is _____ of NUCOR CORPORATION, a Delaware corporation, and that he, as _____, being authorized to do so, executed the foregoing instrument on behalf of the corporation.

WITNESS my hand and official stamp or seal, this ____ day of _____, 2004.

Notary Public

My Commission Expires: _____

[Notarial stamp or seal]

EXHIBIT A

DESCRIPTION OF LAND

All that certain piece, parcel or tract of land situated, lying and being near the Town of Swansea, in the County of Lexington, State of South Carolina, containing 111.558 acres and being shown and delineated on a plat prepared for Nucor Corporation by Enfinger & Associates, Professional Land Surveyors, dated February 15, 1996, and recorded as Slide 175, Plat 8, in the Office of the Register of Deeds for Lexington County. Said tract being located on the eastern side of South Carolina Highway S 32-102 and on the northern side of South Carolina Highway 3 and having such boundaries and measurements as will more fully appear by reference to said plat which is incorporated herein and made a specific part hereof.

Being the same property conveyed to Lexington County, South Carolina by Nucor Corporation by Deed dated as of December 31, 1996, and recorded in Book 4084, Page 326, in the Office of the Register of Deeds for Lexington County, South Carolina.

COMMITTEE REPORT

RE: Boards & Commissions Banquet

DATE: February 14, 2005

COMMITTEE: Planning and Administration

MAJORITY REPORT: Yes

As part of the Planning and Administration committee meeting on Tuesday, February 8, 2005, Mr. Derrick asked that the committee consider implementing an annual Boards and Commissions' banquet to recognize those individuals who are appointed by Council that unselfishly volunteer their time and talent as board members.

Mr. Derrick said it is a means by which Council can express our deep appreciation for all they do for the County and its citizens.

The committee voted to recommend that full Council approve the request.

COMMITTEE REPORT

RE: Bulletproof Vest Grant

DATE: February 14, 2005

COMMITTEE: Justice

MAJORITY REPORT: Yes

The Justice Committee met on Tuesday, February 8, 2005 to discuss a grant request from the Sheriff's Department.

Mr. Timothy James, Deputy County Administrator, had requested authorization to apply for a Bulletproof Vest grant through the US Department of Justice, Office of Justice Programs for the Sheriff's Department.

Mr. James stated the Bulletproof Vest grant is a 50/50 percent grant to purchase 35 replacement vests for officers. The total cost of the vests is \$19,000. He stated the 50 percent match of \$9,500 will be appropriated in the FY2005-06 submitted budget request.

The committee voted to recommend to full Council to approve staff's request to move forward with the grant application.



Project Overview for County Council

To: Members of County Council

From: Timothy M. James, Deputy County Administrator
Law Enforcement / Public Safety

Council Meeting Date: Tuesday, February 8th, 2005

Reference: Bulletproof Vest Grant

Each year, the Sheriff's Department incurs costs for the replacement of bulletproof vests. The United States Department of Justice, Office of Justice Programs offers funding on an annual basis through the Bulletproof Vest Program Act of 2000.

The Sheriff's Department has designated approximately \$19,000.00 in our current budget to replace 35 vests this fiscal year. Monies awarded through this particular grant would offset these expenses up to fifty percent.

The deadline for applications is Thursday, March 10th, 2005. At this time, the Sheriff's Department is seeking your permission to proceed with applying for this grant.

COUNTY OF LEXINGTON
FINANCE DEPARTMENT

interoffice
MEMORANDUM

to: County Council

from: Evelyn Babbitt, Manager of Grants Administration

subject: Bulletproof Vest Partnership Program

date: January 31, 2005

The Sheriff's Department is asking your approval to apply for a direct grant from the United States Department of Justice, Office of Justice Programs. The Bulletproof Vest Program Act of 2000 requirement that BJA give funding priority to jurisdictions with populations under 100,000 residents is still in effect, however last year we were awarded \$1,959.66 on a 50%/50% basis.

The application must be submitted by internet service by Thursday, March 10, 2005 and we will again request 35 vests costing approximately \$19,000.00 requiring a 50% match of \$9,500.00. Since the purchase of vests is an annual expense to the Sheriff's Department, the 50% federal award reduces the amount that would be paid out of the General Fund.

The awards will be made in May and the funds would be available for FY2005-2006.

Diana Burnett

From: Evelyn Babbitt [ebabbitt@lex-co.com]
Sent: Monday, January 31, 2005 2:46 PM
To: Timothy James
Cc: Sylvia Dillon; Nandalyn Heaitley; scott prill; tmarino@lex-co.com; Diana Burnett
Subject: Fw: BJA Announces New Bulletproof Vest Program Funding Opportunity.



MEMO.WPD

Attached is a memo to County Council to place the Bulletproof Vest Program on the County Council Agenda for the February 8th meeting asking approval to apply for the funds. Diana stated you wanted me to send the memo to you before giving to her for the Agenda so that you could submit your own cover letter.

----- Original Message -----

From: <vests@ojp.gov>
To: <EBABBITT@LEX-CO.COM>
Sent: Saturday, December 18, 2004 12:44 AM
Subject: BJA Announces New Bulletproof Vest Program Funding Opportunity.

>
>
> Dear BVP Applicant:
>
> The FY 2005 Bulletproof Vest Program will open for new applications on Monday, January 10, 2005. We will accept online applications at <http://vests.ojp.gov> until Thursday, March 10, 2005. Funding decisions will then be made by May and you should have access to new funds in June.
>
> As you know, this program is non-competitive, so you may apply at any time during this open period. You will be asked to update your registration and banking information, and ensure the Pre-Application Vest Profile is complete and accurate. Your law enforcement agencies will not be able to apply until the Profile is updated.
>
> The BVP Act of 2000 requirement that BJA give funding priority to jurisdictions with populations under 100,000 residents is still in effect and will govern funding decisions. However, last year, funds were sufficient to support 10% of the total application values from jurisdictions at or over 100,000 residents, so we encourage all applicants to apply.
>
> BJA is instituting a new policy that will allow you to use the value of a manufacturer or distributor discount on a vest purchase price as a third party contribution towards your 50% match requirement when one of the following conditions is met: the same make and model vest was sold at a higher price to another state or local government agency within the last 12 months; or, the final vest price was discounted by the manufacturer or distributor as part of a special exchange, replacement, or recall program to address potentially defective vests. To use this option, you will be asked for the original market price and the (discounted) invoice price when making a payment request through the online BVP application system. If this applies to you now, you may want to delay submitting any further payment requests until this option becomes available in January 2005. We will keep you posted on its progress.
>
> As always, the BVP Team stands ready to assist you with Internet, application, or program issues or questions. We can be reached toll free at

1.877.75VESTS (1.877.758.3787), or by email at vests@ojp.gov. If you have difficulty with the toll-free number, please call (toll) 1.301.595.4595.

>

> Thank you,

>

> The BVP Team

>

COMMITTEE REPORT

RE: Request for Proposal to Provide Review Services for all Residential & Commercial Development

DATE: February 14, 2005

COMMITTEE: Committee of the Whole

MAJORITY REPORT: Yes

As part of the Committee of the Whole committee meeting on Tuesday, February 8, 2005, Mr. Davis discussed concerns of regulatory review activities in developments in Lexington County and asked the committee to consider securing a Request for Proposal to secure professional engineers to review services for all residential and commercial development.

Mr. Davis asked that the committee consider the following recommendations:

- (1) Request that staff prepare a Request for Proposal (RFP) to provide for private review services for all residential and commercial development.
- (2) Request staff to structure the request so that the current County criteria would be used.
- (3) Request staff to confirm the pricing so that this service would be self sustaining (all expenses would be paid by the developer).
- (4) Request staff to determine the cost savings that a reduction in force would bring to the taxpayers.
- (5) Request staff to develop a RFP to be priced with independent field inspectors or using County inspectors.

The committee voted to recommend that full Council move forward with the Request for Proposal for engineering services.