

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

1:30 p.m. - 1:45 - p.m. - Airport

- (1) Review of the Five-Year CIP (Construction Improvement Projects) 2006-2010 Plan for the Lexington County Airport at Pelion **A**
- (2) Old Business/New Business
- (3) Adjournment

1:45 p.m. - 2:15 p.m. - Planning and Administration

- (1) Resolution Adopting the All Natural Hazard Risk Assessment and Mitigation Plan for the Central Midlands Region of South Carolina **B**
- (2) MetLife Foundation and Libraries for the Future Grant - Library Services - Dan MacNeill, Director **C**
- (3) Zoning Map Amendment M04-07 - 8065 Irmo Drive **D**
- (4) 2005 Rhythm on the River - West Metro Chamber of Commerce **E**
- (5) Old Business/New Business
- (6) Adjournment

2:15 p.m. - 2:35 p.m. - Justice

- (1) Procurement Procedures - Clerk of Court - The Honorable Beth Carrigg **F**
- (2) Old Business/New Business
- (3) Adjournment

2:35 p.m. - 3:05 p.m. - Health & Human Services

- (1) Lexington County EMS Charges - Ms. Alla Zurakhov, 205 Avery Lane, Columbia, SC 29212 . . **G**
- (2) EMS Grant-in-Aid Program (DUI Funds) - FY2006 - Public Safety/EMS - Tim James, Deputy County Administrator **H**
- (3) SC Office of Rural Health (SCORH) Grant - FY2005 - Public Safety/EMS - Tim James, Deputy County Administrator **I**
- (4) Assistance to Firefighter and Safer Grant - Public Safety/Fire Service - Tim James, Deputy County Administrator **J**
- (5) Old Business/New Business
- (6) Adjournment

3:05 p.m. - 3:50 p.m. - Public Works

- (1) \$75,000 School Road Request "C" Funds - Public Works - John Fechtel, Director **K**
- (2) "C" Fund Bond Alternative - Public Works - John Fechtel, Director **L**
- (3) COATS Enhancement Grant Application - Public Works, John Fechtel, Director **M**
- (4) SCDOT Right-of-Way Issues - Public Works - John Fechtel, Director **N**
- (5) Annual DHEC Used Oil Grant Application - Solid Waste - Joe Mergo, Director **O**
- (6) Old Business/New Business
- (7) Adjournment

3:50 p.m. - 4:15 p.m. - Committee of the Whole

- (1) Garners Terracc Road - Prostitution, Drugs, and Lack of Law Enforcement - Ms. Kim Sawyer, 119 Walnut Terrace, West Columbia, SC 29172
- (2) Proposed Capital Projects and Funding Source for Fire Service, Law Enforcement, and Library Services - Finance - Larry Porth, Director **P**
- (3) Old Business/New Business
- (4) Adjournment

Airport

- T. Cullum, Chairman
- B. Derrick, V Chairman
- D. Summers
- J. Carrigg, Jr.
- B. Rucker

Planning & Administration

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

Justice

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

4:30 P.M. - Public Hearing

(1) Ordinance 04-11 - Approving the Fee-in-Lieu of Tax Agreement Between Lexington County and Nucor Corporation **Q**

Employee Recognition - Art Brooks, County Administrator
Shining Stars

Transfer of Fee-in-Lieu of Tax Agreement From Solectron South Carolina to Solectron USA, Inc. R

Presentation of Resolution

(1) William L. Rawl, Jr. Presented by Councilman Davis

Resolutions S

- (1) Reverend Donald P. Davis
- (2) Lowell C. "Butch" Spires, Jr.

Appointments T

Bids/Purchases/RFPs

- (1) Administration Auxiliary Building Renovations **U**
- (2) Bellemeade Storm Drainage Improvements - Community & Economic Development **V**
- (3) Motorola 800 MHZ Radios/VHF Portable Radios and Accessories - Public Safety/Fire Service **W**
- (4) Motorola 800 MHZ Radio and Accessories - Sheriff's Department **X**

Chairman's Report

Administrator's Report

Approval of Minutes - Meeting of March 8, 2005 **Y**

Zoning Amendments

- (1) Zoning Map Amendment M04-06 - 6172 Bush River Road - 3rd and Final Reading **Z**
- (2) Zoning Map Amendment M05-01 - 6172 Bush River Road - 3rd and Final Reading **1**
- (3) Zoning Map Amendment M04-09 - 5466 Bush River Road - 3rd and Final Reading **2**

Ordinance

- (1) Ordinance 05-01 - An Ordinance to Amend Section 54-61 (c) of the Franchised Collectors Ordinance for Lexington County - 2nd Reading **3**

Committee Reports

Planning & Administration, J. Owens, Chairman

- (1) Resolution - Carolina Culinary Food, L.P. - Financing Agreement - (Tentative) **4**
- (2) MetLife Foundation and Libraries for the Future Grant - **(Tab C)**
- (3) Zoning Map Amendment M04-07 - 8065 Irmo Drive - 2nd Reading - **(Tab D)**
- (4) 2005 Rhythm on the River - (Tentative) - **(Tab E)**

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

- (1) EMS Grant-in-Aid Program (DUI Funds) - FY2006 - Public Safety/EMS - **(Tab H)**
- (2) SC Office of Rural Health (SCORH) Grant - FY2005 - Public Safety/EMS - **(Tab I)**
- (3) Assistance to Firefighter and Safer Grant - Public Safety/Fire Service - **(Tab J)**

Public Works, B. Derrick, Chairman

- (1) COATS Enhancement Grant Application - Public Works - **(Tab M)**
- (2) Annual DHEC Used Oil Grant Application - Solid Waste - **(Tab O)**

Budget Amendment Resolutions

OLD BUSINESS/NEW BUSINESS

EXECUTIVE SESSION/LEGAL BRIEFING

MATTERS REQUIRING A VOTE AS A RESULT OF EXECUTIVE SESSION

ADJOURNMENT

**AIRPORT: LEXINGTON COUNTY AIRPORT AT PELION
ASSOCIATION: LEXINGTON COUNTY, SOUTH CAROLINA
FIVE YEAR CIP 2006-2010**

Date: March 7, 2005					
FY	PROGRAM DESCRIPTION	TOTAL COST	FEDERAL COST	STATE COST	LOCAL COST
2006	Electrical/Lighting System Replacement				
	Engineering Design	\$ 46,900	\$ 44,555	\$ 1,173	\$ 1,173
	Construction Costs - Runway Lighting and Elec.	\$ 97,900	\$ 93,005	\$ 2,448	\$ 2,448
	Construction Costs - Taxiway Lighting and Elec	\$ 135,200	\$ 128,440	\$ 3,380	\$ 3,380
	Electrical Vault and Equipment	\$ 36,000	\$ 34,200	\$ 900	\$ 900
	Bidding and Construction Phase Services	\$ 20,000	\$ 19,000	\$ 500	\$ 500
	DBE Plan	\$ 15,000	\$ 14,250	\$ 375	\$ 375
	Subtotal	\$ 351,000	\$ 333,450	\$ 8,775	\$ 8,775
	Land Acquisition	\$ 500,000	\$ 475,000	\$ 12,500	\$ 12,500
	2006 TOTAL	\$ 851,000	\$ 808,450	\$ 21,275	\$ 21,275
2007	Runway Widening and Strengthening				
	Pavement Evaluation Study	\$ 10,000	\$ 9,500	\$ 250	\$ 250
	DBE Update	\$ 5,000	\$ 4,750	\$ 125	\$ 125
	Engineering Design, Survey and Testing	\$ 60,000	\$ 57,000	\$ 1,500	\$ 1,500
	Runway Widening Construction	\$ 276,700	\$ 262,855	\$ 6,918	\$ 6,918
	Runway Strengthening	\$ 461,100	\$ 438,045	\$ 11,528	\$ 11,528
	Lighting and Sign Relocation	\$ 50,000	\$ 47,500	\$ 1,250	\$ 1,250
	Bidding and Construction Phase Services	\$ 45,000	\$ 42,750	\$ 1,125	\$ 1,125
	Subtotal	\$ 907,800	\$ 862,410	\$ 22,695	\$ 22,695
	Land Acquisition	\$ 200,000	\$ 190,000	\$ 5,000	\$ 5,000
2007 TOTAL	\$ 1,107,800	\$ 1,052,410	\$ 27,695	\$ 27,695	
2008	Apron and Taxiway Rehabilitation				
	Design and Survey	\$ 7,000	\$ 6,650	\$ 175	\$ 175
	Construction	\$ 65,000	\$ 61,750	\$ 1,625	\$ 1,625
	Bidding and Construction Phase Services	\$ 6,500	\$ 6,175	\$ 163	\$ 163
	Subtotal	\$ 78,500	\$ 74,575	\$ 1,963	\$ 1,963
	T-Hangar and Apron Expansion				
	DBE Plan	\$ 15,000	\$ 14,250	\$ 375	\$ 375
	Engineering Design and Surveys	\$ 50,000	\$ 47,500	\$ 1,250	\$ 1,250
	Geotechnical Report	\$ 6,000	\$ 5,700	\$ 150	\$ 150
	Relocate Wind Cone and Segmented Circle	\$ 5,000	\$ 4,750	\$ 125	\$ 125
	Construction Five Unit T-Hangar	\$ 183,000	\$ 173,850	\$ 4,575	\$ 4,575
	PAPs	\$ 40,000	\$ 38,000	\$ 1,000	\$ 1,000
	Apron Expansion	\$ 346,500	\$ 329,175	\$ 8,663	\$ 8,663
	Bidding and Construction Phase Services	\$ 55,000	\$ 52,250	\$ 1,375	\$ 1,375
	Subtotal	\$ 700,500	\$ 665,475	\$ 17,513	\$ 17,513

	Pave Car Parking				
	Engineering Testing, Survey and Design	\$ 5,500	\$ 5,225	\$ 138	\$ 138
	Construction Costs	\$ 35,000	\$ 33,250	\$ 875	\$ 875
	Bidding and Construction Phase Services	\$ 3,000	\$ 2,850	\$ 75	\$ 75
	Subtotal	\$ 43,500	\$ 41,325	\$ 1,088	\$ 1,088
	Runway Extension Justification Study	\$ 30,000	\$ 28,500	\$ 750	\$ 750
	2008 TOTAL	\$ 852,500	\$ 809,875	\$ 21,313	\$ 21,313
2009	Corporate Hangar and Apron Expansion				
	DBE Plan	\$ 15,000	\$ 14,250	\$ 375	\$ 375
	Engineering Design and Surveys	\$ 31,600	\$ 30,020	\$ 790	\$ 790
	Corporate Hangar and Ramp	\$ 248,000	\$ 235,600	\$ 6,200	\$ 6,200
	Construction of Apron and Taxiway	\$ 78,700	\$ 74,765	\$ 1,968	\$ 1,968
	Construction of Service Road	\$ 25,000	\$ 23,750	\$ 625	\$ 625
	Bidding and Construction Phase Services	\$ 25,000	\$ 23,750	\$ 625	\$ 625
	Subtotal	\$ 423,300	\$ 402,135	\$ 10,583	\$ 10,583
	Environmental Assessment	\$ 150,000	\$ 142,500	\$ 3,750	\$ 3,750
	Runway and Taxiway Extension				
	DBE Plan	\$ 15,000	\$ 14,250	\$ 375	\$ 375
	Engineering, Design and Surveys	\$ 60,300	\$ 57,285	\$ 1,508	\$ 1,508
	Construction Runway Extension	\$ 425,000	\$ 403,750	\$ 10,625	\$ 10,625
	Construction Taxiway Extension	\$ 235,000	\$ 223,250	\$ 5,875	\$ 5,875
	Construction of Lighting Renovation	\$ 50,000	\$ 47,500	\$ 1,250	\$ 1,250
	Bidding and Construction Phase Services	\$ 30,000	\$ 28,500	\$ 750	\$ 750
	Subtotal	\$ 815,300	\$ 774,535	\$ 20,383	\$ 20,383
	2009 TOTAL	\$ 1,388,600	\$ 1,319,170	\$ 34,715	\$ 34,715
2010	ALP Update	\$ 50,000	\$ 47,500	\$ 1,250	\$ 1,250
	Hangars, Ramp and Apron				
	DBE Update	\$ 6,000	\$ 5,700	\$ 150	\$ 150
	Engineering Design and Surveys	\$ 38,700	\$ 36,765	\$ 968	\$ 968
	10-Unit Hangars	\$ 370,000	\$ 351,500	\$ 9,250	\$ 9,250
	Paving and Taxiways	\$ 60,000	\$ 57,000	\$ 1,500	\$ 1,500
	Apron Expansion	\$ 285,000	\$ 270,750	\$ 7,125	\$ 7,125
	Corporate Hangar and Ramp	\$ 280,000	\$ 266,000	\$ 7,000	\$ 7,000
	Subtotal	\$ 1,039,700	\$ 997,715	\$ 25,993	\$ 25,993
	2010 TOTAL	\$ 1,089,700	\$ 1,035,215	\$ 27,243	\$ 27,243
	Five Year Total	\$ 5,289,600	\$ 5,025,120	\$ 132,240	\$ 132,240

Approved: _____

Lexington County, South Carolina

M E M O R A N D U M

TO: County Council

FROM: Diana Burnett, Clerk

DATE: March 14, 2005

RE: Resolution Adopting the all Natural Hazard Risk Assessment and Mitigation Plan for the Central Midlands Region of South Carolina

On March 23, 2004, John A. Huffman, AICP, Planner and Grants Administrator for Central Midlands Council of Governments addressed Council on a regional disaster mitigation plan that Central Midlands and the Emergency Management Division of the S.C. Adjutant General's office were working on. Mr. Huffman said in order for Counties to apply for 75 percent grant funding from FEMA, Federal Emergency Management Agency, for mitigation that has to be done for work caused by natural disasters such as hurricanes, winter storms, tornadoes that each council of government must first adopt an all natural hazard risk assessment and mitigation plan. By adopting this resolution, it will enable the County to be eligible for funding through FEMA.

Mr. Jeff Anderson has reviewed the resolution for adoption and John Fechtel, Director of Public Works has reviewed and recommended the approval of the mitigation plan for Lexington County.

All Natural Hazards Mitigation Plan Adoption Resolution

Resolution # _____ Adopting the All Natural Hazards Risk Assessment and Mitigation Plan for the Central Midlands Region of South Carolina

Whereas, (Name of local government) recognizes the threat that natural hazards pose to people and property; and

Whereas, undertaking hazard mitigation actions before disasters occur will reduce the potential for harm to people and property and save taxpayer dollars; and

Whereas, an adopted all hazards mitigation plan is required as a condition of future grant funding of mitigation projects; and

Whereas, (Name of local government) participated jointly in the planning process with the other units of government in the Central Midlands region of South Carolina to prepare an all hazards mitigation plan;

Whereas, (Name of Local Government) is aware that revision and updating of the plan is critical for active and effective hazard mitigation and that (Name of Local Government) will monitor and record hazard related data and events that can be used to update the all natural hazards mitigation plan;

Now, therefore, be it resolved, that the (Name of governing council), hereby adopts the All Natural Hazards Risk Assessment and Mitigation Plan for the Central Midlands Region as an official plan and will undertake annual recording of hazard events, their impact, duration, and any expenditures made to remediate hazard events

Passed: (Date _____)

Certifying Official (_____)

Typed Name and Signature of Chief Administrative or Elected Official

GOALS OF LEXINGTON COUNTY, SC

1. Develop better data for the county relating to type, impact, location and cost of the mitigation of natural disasters occurring in Lexington County.
2. Increase the county's internal capacity to initiate and sustain emergency response operations during and after a natural disaster and thereby mitigate the effects of hazardous events
3. Enhance existing or design new policies and/or programs in the county to reduce the potential damaging effects of hazards without hindering other community goals or impeding hazard mitigation programming in the county.
4. Protect the most vulnerable populations, buildings and critical facilities in the county through the implementation of cost-effective, environmentally sound, and technically feasible mitigation projects.
5. Protect the public health, safety and welfare by increasing the public awareness of existing hazards and by fostering both individual and public responsibility in the mitigation of risks caused by natural hazards.
6. Increase understanding of all residents in the county about the natural hazards threatening local areas and the techniques available to minimize vulnerability to those hazards.
7. Maintain the economic vitality of the county in the face of natural disasters.
8. Ensure that the residents of the county will have secure homes, institutions and place of employment that are now vulnerable to natural disasters.
9. Ensure that the availability and functioning of the infrastructure of the county will not be significantly disrupted by a natural disaster.
10. Inventory and map all structures in flood plains and assess properties that are or may be repetitive loss properties.

ACTION PLAN FOR UNINCORPORATED LEXINGTON COUNTY, SC

Natural hazards ranked by priority in unincorporated Lexington County:

- 1) Forest Fires/Wild Fires
- 2) Flooding
- 3) Winter Snow and Ice Storms
- 4) Thunderstorms/Summer Storms with accompanying hail, wind & lightning
- 5) Hurricanes
- 6) Tornadoes
- 7) Earthquakes
- 8) Drought/Heat

This is not intended to be an exclusive list of natural hazards that threaten the county. These are the most important natural hazards as rated by Lexington County participants in the planning process

The following are the proposed projects to be undertaken/continued in unincorporated Lexington County for hazard mitigation during 2004-2009
 (Abbreviations for Type of Mitigation are as follows. PA = Preventive Activities. PP = Property Protection Activities. NB = Natural and Beneficial Functions/Resource Preservation Activities. ES = Emergency Services Activities. SP = Structural Projects. PI = Public Information Activities and GIS = Geographical Information Systems Activities)
 Key plan umbrella goals are enumerated in Section VII

Type	Type of Hazard	Activity	Lead Agent	Finance Source	Local Goals Addressed	Priority (1 highest, 4 lowest)
ES	Forest Fire/Wild Fires	Improved suppression response (tankets, dry chemicals)	Lexing. County	Capital Improve. Budget	2, 3, 7, 8, and 9	1
PA	Forest Fire/Wild Fires	Regulate open burning by permit (Red flag alerts)	Lexing. County	Operating budget	3 and 8	2
PA	Forest Fire/Wild Fires	Fire Code enforcement/ inspections	Lexing County	Operating budgets	2, 5, and 8	1
PP	Forest Fire/Wild Fires	Construct dry hydrant program in rural areas of county	Lexing County	Capital Improve. Budgets or Grants	2, 3, 7, 8, and 9	1
GIS	Forest Fire/Wild Fires	Use GIS capacity to map, record wild fires, all hazard events	Lexing County	Operating Budget	1 and 10	1

PA	Flooding	Enforce county zoning & stormwater ordinances to restrict development in flood-plans	Lexing. County	Operating Budget	2, 5, and 8	1
PI	Flooding	Declare May of each year to be Flood Awareness Month	Lexing. County	Operating Budget	2, 5, and 8	2
PP	Flooding	Coordinate with other local gov'ts in county to make stream channel imp	Lexing County/ municipalities in county	Capital Improve. Budgets	2, 3, 7, 3, and 9	3
SP	Flooding	Replace structurally obsolete bridges	Lexing. County/ towns/ SCDOT	Capital Improve. Budgets	2, 3, 7, 8, and 9	2
PA	Flooding	Identify & contact all repetitive loss properties	Lexing. County/ towns in county	Operating Budgets	1, 5, and 10	1
PA	Flooding	Ensure that the FEMA Elevation Certificate is properly completed before issuance on property in flood areas	Lexing County/ towns in county	Operating Budgets	2, 5, 8, and 10	1

PA	Flooding	Undertake Planning to improve Community Rating System Ranking	Lexing County/ towns in county	Operating Budgets	2, 5, 8, and 10	1
PP	Winter Snow & Ice Storms	Power line easement clearance	Lexing County/ SCANA Elect. Coops	Electric utility providers	2, 3, 7, 8, and 9	1
ES	Winter Snow & Ice Storms	Debris removal and road clearance work	Lexing. County Public Works and S. C. DOT	Lexing. County Public Works & SCDOT Operating Budgets	2, 3, 7, 8, and 9	1
ES	Winter Snow & Ice Storms	Use bus and van transit system for emergency shelters, evaluation & communication capacity	Central Midlands Transit System/ DART system, etc	CMRTA and DART budgets	3, 4, 7, and 8	1
ES	Winter Snow & Ice Storms	Procure and use elec generators at critical facil.	Lexington County/ school dist cities recreation comm	Capital Improve budgets or operating budget if rental	2, 3, 7, 8, and 9	1
SP	Thunderstorms (Hail, Wind, Lightning)	Install surge protectors in critical facilities	Lexing County & School Districts & cities	Capital Improve Budgets	2, 3, 7, 8, and 9	1

PA	Thunderstorms (Hail, Wind, Lightning)	Adopt procedure to suspend operations in elec. storms	Lexing. County	Operating Budget	2, 3, 4, 5, and 8	2
PA	Thunderstorms (Hail, Wind, Lightning)	Clear power line and utility easements of debris	SCANA / Elec Coops	Public Works Operating Budgets	2, 3, 7, 8, and 9	1
PA	Thunderstorms (Hail, Wind, Lightning)	Remove taller trees near critical facilities	Lexing County & Coops SCANA	Public Works Operating Budget	2, 3, 7, 8, and 9	2
ES	Hurricanes	Develop portable water treatment facilities	Lexing Joint Municip / City Utilities/ Columb.	Capital Improve. Budget	2, 3, 7, 8, and 9	2
SP	Hurricanes	Replace water storage tanks and pumps as needed	Water providers in county	Capital Improve Budgets	2, 3, 7, 8, and 9	2
SP	Hurricanes	Add capacity at solid waste disposal facilities serving the county to handle more debris	Lexing. County and solid waste contractors	Capital Improve Budgets	2, 3, 7, 8, and 9	2

SP	Tornados	"Harden" utility services especially in highly vulnerable areas	Lexing County	Capital Improve Budget	2, 3, 7, 8, and 9	1
PA	Tornados	Conduct engineering strength studies of critical facil.	Lexing County	Capital Improve. Budget	2, 3, 4, and 8	1
ES	Tornados	Emergency response chain saw project and other efforts to remove debris	Lexing. County/ SCANA /Elect Coops SCDOT & towns in county	Capital Improve Budgets	2, 3, 7, 8, and 9	1
ES	Tornados	Install safe rooms in critical facilities especially those with vulnerable populations	Lexing County	Capital Improve Budget	2, 3, 7, 8, and 9	2
GIS	Tornados	Establish GIS mapping of all hazard events by location, effect, and time	Lexing. County, West Columb /Cayce & other municip	Capital Improve Budgets	1 and 10	3
PA	Earthquak	Conduct earthquake impact analysis on critical facilities in Lexing. Cnty	Lexing County/ City of West Columb /Cayce	Public Works Depts.' Capital Budgets	2, 3, 4, and 8	1

PA	Earthquak	Work with SCANA to ensure that the Lake Murray Dam withstands future events	Lexing County and SCANA	Operating Budget	2, 3, 4, and 8	1
ES	Earthquak. causing dam failure	Ensure that warning system works for rapid evacu from lands downstream of Lake Dam	SCANA	Operating Budget	2, 3, 4, and 8	1
PA	Earthquak. causing dam failure	Develop clearly marked and explained evacuation routes for dam failure	Lexing. County/ City of West Columb/ Cayce & SCANA	Operating Budgets	2, 3, 4, and 8	1
PI	Earthquak.	Develop speakers bureau about earthquake and other natural disaster threats to the county	Lexing County/ SCANA towns cities	Operating Budget	2, 4, 5, 6, and 8	1
ES	Earthquak.	Implement "Reverse 911" Alert to affected earthquake area	Lexing. County	Capital Budget	2, 3, 4, and 8	2

PA	Drought	Develop and publicize water conservation practices to respond to drought declarations	Lexing County/ Towns in County	Operating Budget	5 and 6	1
PA	Drought	Amend state drought legislation to stiffen penalties & clarify laws	S. C. General Assem- bly	Operating Budget	1, 5, and 6	3
PA	Drought	Develop and publicize water conservation practices to respond to drought declarations	Lexing County/ Towns in County	Operating Budget	1, 5, and 6	1
PP	Drought	Add to surface water reservoirs and resources in the county	Lexing County/ Towns in County	Capital Budgets	2, 3, 4, and 8	2

Source Lexington County Dept. of Public Works and Public Safety Staff, 2004

During the preparation of the comprehensive five-year revision of the plan, the public shall be offered an opportunity to attend the meetings of the county committee to give input and also to comment on the action plan of each local jurisdiction prior to its inclusion in the regional plan. A copy of the regional plan shall be made available at the offices of the agency responsible for preparing the five-year comprehensive revision. Notices of the time and date and place of the meeting of the local jurisdiction adopting the plan by resolution be published as an article of general interest news or as a legal notice in a newspaper of general circulation not less than 10 working days prior to passage of the adopting resolution.

Local jurisdictions may take and are encouraged to take additional measures to involve the public in the planning and evaluation process but should take the above listed measures at a minimum to afford the public an opportunity to be involved in the document preparation process.

A sample form used by the CPT and county risk assessment and hazard mitigation committees to undertake the annual evaluation process and annual report preparation should be similar to that included below.

Form for Use in Updating the _____ Action Plan
(Insert Name of Local Government)

Type of Hazard Event*	Date of Hazard Event	Estimate of Hazard Damages**	Activities to Implement Plan	Date Activities Effected	Collaborative Activities to Implement Plan	New Obstacles to Implement Plan	Activities Undertaken to Resolve Obstacles to Plan Implementation

Name and title of person completing form _____

Date form completed _____

Signature of persons completing form _____

* Governmental responses to hazards may be used in defining a hazard event, for example, a city fire department answers a call to put out a wild fire. Units of Governments may use insurance claims to report hazard damages where appropriate.

COUNTY OF LEXINGTON
FINANCE DEPARTMENT

interoffice
MEMORANDUM

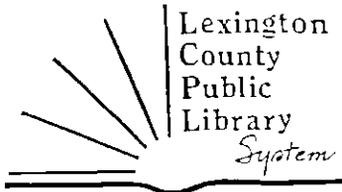
to: County Council

from: Evelyn Babbitt, Manager of Grants Administration

subject: Grant from MetLife Foundation and Libraries for the Future
Reading America Program

date: March 15, 2005

The Library is requesting your approval to apply for the \$5,000.00 grant from the MetLife Foundation and Libraries for the Future to purchase books and films. There are no matching funds required, only the inkind expenses of the library staff. This grant does not fund any personnel.



LEXINGTON COUNTY PUBLIC LIBRARY SYSTEM

Lexington Branch
40 Augusta Rd
Lexington, SC 29072
(3) 808-2600

Leesburg-Leesville Branch
3 Armory St
P.O. Box 2187
Leesburg, SC 29006
(3) 532-9223

West Columbia Branch
100 Augusta Rd.
West Columbia, SC 29169
(3) 794-6791

Northwest Columbia Branch
100 NW Columbia Ave.
P.O. Box 700
Northwest Columbia, SC 29036
(3) 345-5479

North Branch
14 S Main St.
P.O. Box 479
North Branch, SC 29053
(3) 791-3208

Summit Branch
100 Broad St.
P.O. Box 341
Summit, SC 29054
(3) 892-5387

North Branch
51 St. Andrews Rd.
North Branch, SC 29212
(3) 798-7880

North Branch
15 Pine Street
P.O. Box 309
North Branch, SC 29123
(3) 894-3272

North Branch
1 Monmouth Ave.
P.O. Box 130
North Branch, SC 29160
(3) 568-3519

Mobile
(3) 808-2649

www.lex.lib.sc.us

MEMORANDUM

TO: County Council

FROM: Dan MacNeill *DM*

RE: Grant from MetLife Foundation and Libraries for the Future

DATE: March 14, 2005

The Library would like to apply for a \$5,000 grant from the MetLife Foundation and Libraries for the Future which would fund a series of book and film discussions with recent Hispanic immigrant teens and their families. The program themes would focus on issues important to immigrant families dealing with culture clash, American identity, and the struggle to be bicultural as well as bilingual.

The Library would work in partnership with the Parenting Information and Resource Center of Lexington School District One, with whom we have worked previously in presenting Hispanic celebration to families with young children. This outreach to teens is a logical next step in serving this growing community.

The grant is a \$5,000 cash grant to help initiate the program and cover local expenses. These funds would cover author visits, film performance licenses, purchase of books, supplies, and costs incurred by our partner (such as translators, outside speakers/facilitators, supplies). The Library's share of this program is In-Kind support, which is primarily staff time, some books, and postage.

Please see the attached documentation for further information. Thank you for your consideration of this grant application request

**Grant Proposal
Youth Services
Lexington County Public Library**

**Reading America Program
A Project of MetLife Foundation and Libraries for the Future**

Libraries for the Future, with support from MetLife Foundation, is sponsoring a national book and film discussion series for recent immigrant teens and their families. The series will take place in public libraries, and libraries that receive an award will receive \$5,000 to implement such a series for the target audience between May 2005 and May 2006. The program is intended to provide a valuable addition to the exemplary work that many libraries are already doing with new populations. It is also intended to stimulate increased connections between local libraries and new audiences in communities experiencing significant demographic change. Reading America is designed to use literature, film and the neutral ground of the public library to foster interaction that positively affects the relationship between the generations, especially those of new immigrant families.

Libraries selected to participate use the \$5,000 cash grant to help initiate the program and cover local expenses. A portion of the grant will be given to the library's community partner to enable them to participate fully in the planning and implementation of the program. A representative from each library selected, along with a representative from their community partner, are required to attend a national training in Scottsdale, Arizona on May 10-11, 2005. The grantor will cover the cost of travel, meals and accommodations for both representatives to this training. Recipient libraries will provide in-kind support through the portion of staff salaries committed to the implementation of the series and through in-house copying and printing of materials for the discussion programs.

Lexington County Public Library, in partnership with the Parenting Information and Resource Center of Lexington School District One, proposes to host a series of programs at Lexington Main Library during the fall of 2005 and spring of 2006 for Hispanic parents and their teen children. Program themes would focus on issues pertinent to immigrant families dealing with culture clash, traditions, American identity, and the struggle to be bicultural as well as bilingual. The library would build on the strong relationship already established with Parent Educator from District One to identify target families and to ensure the success of the new series. Hispanic celebration programs for families with young children have been presented during the last three years at Lexington Main and have had great support and participation. Reaching out to older children of these Hispanic families is a logical next step in serving this growing community group. The Youth Services Department looks forward to the opportunity to expand its Hispanic program initiative through the Libraries for the Future grant

Timeline
Lexington County Public Library
2005 Reading America Program

Program Schedule: Saturdays 2 to 4 pm, fall 2005

May 2005: Training in Scottsdale, AZ to be attended by Youth Services Librarian and one Parent Educator from community partner.

June 2005: Partner meeting to plan fall series of programs and to assign areas of responsibility. Facilitators and author will be contacted and booked at this time.

July 2005: Partner meeting to finalize program agendas. Flyers, invitations, posters, bookmarks and banners will be designed at this time. Also press releases will be sent and a notice posted on the library's and the school district's website. Books to be given to participants will be ordered -- author's title for book discussion and a Spanish Language parenting book, *El clamor de los jovenes (The Seven Cries of Today's Teens)* by Timothy Smith.

August 2005: Program One -- Journaling and Self-Concept, an ice breaker designed to foster interaction between generations and to stimulate conversation among parents and among teens as they produce their posters.

September 2005: Program Two -- Author Visit and Book Discussion, first choice for this program is Francisco Jimenez, author of *Breaking Through*. The book will be given in advance to teens so that they can read ahead. They will also be given a brief bio of the author to raise their interest level prior to meeting him.

October 2005: Program Three - Quinceanera Celebration, this third offering assumes some comfort level among the participants that will make this coming of age discussion open and lively. There will also be a HOME meeting this month to plan Feliz Navidad

November 2005: Program Four -- Movie Event, the final fall program will be a film and discussion of the film's themes and issues. The first choice of films is *Real Women Have Curves*. Second planning meeting for Feliz Navidad will take place.

December 2005: Culminating fall event -- Feliz Navidad Celebration, this fourth annual bilingual family celebration will bring all ages together to share traditions, crafts, music and food.

January 2006: Partner Meeting to assess success of fall programs and to study evaluations solicited from participants. Partners will offer their own observations and discuss spring program possibilities.

February 2006: Partner Meeting to identify two spring program plans and pick dates for them. Posters and flyers will be designed to invite teens to a March planning meeting that will serve as a first program.

March 2006: Teen Sharing and Selecting Meeting where teens gather to develop their upcoming spring events and give input for collection development in the teen fiction and non-fiction sections.

April 2006: Teen Planning Meeting to develop plans for a May summer reading bilingual kickoff with a local band. Teens choose band, food, and decorations.

May 2006: Bilingual Teen Summer Kickoff in Lexington Main's parking lot featuring local teen band playing Latino music, refreshments and summer reading promotion to attendees.

Partner meeting to evaluate spring programs and write evaluation for the year's teen initiative.

The MetLife Foundation *Reading America* Program

A Project of MetLife Foundation and Libraries for the Future

Application for Participation in 2005 *Reading America* Program

Please indicate how you intend to spend the \$5,000 grant from MetLife Foundation. Indicate what cash and in-kind contributions the Library intends to use to support the project. Also indicate matching funds or in-kind contributions from additional sources (including your community partner) that would be utilized for the project.

Budget Item	Library		MetLife Foundation	Other (include community partner and other funding sources)		Total:
	Cash	In-Kind	Cash	Cash	In-Kind	<i>Cash plus In-Kind</i>
Staff Time (please specify) YS Librarian		\$2,000			program facilitators \$750	\$2,750
Community Partner			*	\$1,000		\$1,000
Printing & duplication			\$250			\$250
Phone/Fax						
Mailing		\$50			\$50	\$100
Collection development		\$500	\$1,500			\$2,000
Gifts and/or incentives for participants (books)			\$300		\$300	\$600
Refreshments			\$300			\$300
Other costs (specify): site licence, supplies			\$250 (supplies) \$1,400 (author visit)			\$250 \$1,400
<i>Sub Totals:</i>		\$2,550	\$5,000		\$1,100	Grand Total: \$8,650

*Please be sure to indicate the portion of money from MetLife Foundation that you will give to your community partner to enable them to participate fully in the planning and implementation of the program

Memorandum

March 17, 2005

For: County Council

From: Charlie Compton, Secretary 
Lexington County Planning Commission

Reference: Zoning Map Amendment M04-07 (8065 Irmo Drive)

The Planning Commission at its meeting today, March 17, 2005, revisited Zoning Map Amendment M04-07. At their February meeting, the Commission had deferred making a recommendation as outlined in their memo dated March 9, 2005. This was partially because of testimony at the public hearing from the Sandhurst Subdivision that indicated that discussions with the developer were incomplete. By today's meeting the Commission was more concerned that the property owners most affected by this request have had little or no opportunity for interaction with the applicant or developer.

The members also still had the same concerns as before:

- ❖ The development plan submitted with the amendment request did not meet the buffering requirements of the Lexington County Zoning Ordinance.
- ❖ That concern is further amplified by the fact that there are homes in the Sandhurst Subdivision that are extremely close to this property.
- ❖ Large retail developments also have difficulty meeting the County's performance standards, especially noise generated by trash pick-up and deliveries.

Based on the feeling that this property may be too small and poorly shaped to accommodate intense development which would be allowed with a General Commercial District (C2) designation, the Planning Commission recommends denial of Zoning Map Amendment M04-07.

Memorandum

March 9, 2005

For: County Council

From: Charlie Compton, Secretary
Lexington County Planning Commission

Reference: Zoning Map Amendment M04-07 (8065 Irmo Drive)

The Planning Commission at its meeting on Thursday, February 17, 2005, considered Zoning Map Amendment M04-07. Bruce Hiller, Development Administrator, presented first the details of the request and then reviewed the information and comments received at the public hearing.

The members were specifically concerned that the development plan submitted with the amendment request did not meet the buffering requirements of the Lexington County Zoning Ordinance. This fact was further amplified by the fact that there are homes in the Sandhurst Subdivision that are extremely close to the proposed building. There was also information from the public hearing that indicated that there were incomplete discussions at this time with the Sandhurst Subdivision on these issues.

Out of fairness to all parties involved, the Planning Commission voted to defer a specific recommendation until they had information that showed how the applicant intended to meet the buffering requirements including performance standards such as light and especially noise. They also wanted to provide an opportunity for the Sandhurst Subdivision to be heard on that issue, with serious concern for the homes immediately adjoining this property.

As of today no new information is available to share with the Planning Commission at their next meeting; however, the members could decide to proceed with a recommendation anyway. If the Planning and Administration Committee feels there is enough information for them to move ahead with a recommendation to the full Council, then it would be appropriate to do so.



COUNTY OF LEXINGTON, SOUTH CAROLINA

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

ZONING MAP AMENDMENT APPLICATION # M 04 - 07

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

8065 Irmo Dr., SE Corner of Irmo Dr., TMS#'s 1800-01-054, 1800-02-021, 1800-07-002 p/o

Zoning classifications: Development (D) (current) General Commercial (C2) (proposed)

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

To meet the expanding residential growth and demand. Retail Development is necessary for the expanding residential growth in the Hwy 6 corridor..

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

Date 12/06/2004

() Owner?
(X) Agent?

Signature [Handwritten Signature]

Name(print) Tom Fleming, Regency Centers

Address 121 W. Forsyth St. Ste 200

Telephone # 803-782-7088 or 904-598-9000

Jacksonville FL 32202

- 1. 12 / 6 / 04 Application Received
2. 12 / 6 / 04 Fee Received
3. 1 / 20 / 05 Newspaper Advertisement

- 4. 1 / 24 / 05 Property Posted
5. 1 / 21 / 05 Notices Sent

2 / 17 / 05 Planning Commission Recommendation: 8-0 VOTED TO DEFER RECOMMENDATION AWAITING ADDITIONAL INFORMATION FROM DEVELOPER (SEE MEMO DATED 03-09-05)
3-17-05 VOTED 7-0 TO RECOMMEND DENIAL (SEE MEMO DATED 03-17-05)

1 / 25 / 05 First Reading 2 / 8 / 05 Public Hearing / / Second Reading / / Third Reading

Results:



STAFF SUMMARY ZONING MAP AMENDMENT #M04-07

Description of the Amendment: This map amendment request is for a change in zoning classification from "Development (D)" to "General Commercial (C2)"

Character of the Area: There is a mix of commercial and residential property use in the immediate area. The subject property is bordered on the north by Irmo Drive and Murray Landing Shopping Center, on the east by single family residential, the south by single family residential (Sandhurst Subdivision) and on the west by property owned by the City of Columbia..

Zoning History: This property is in the Dutch Fork Planning Area zoned in 1971/1974. Since 1993, there have been five requests for zoning change from D to C2 in the immediate area, one withdrawn, one granted, the remaining denied.

Council District: Six-Councilman Johnny W. Jeffcoat

Attachments: Location Map
Political Boundaries Maps
Permitted Uses by District

However, home occupation day care is not subject to the 25% of total floor area restriction, or the 750 square feet of floor area restriction imposed on other home occupations. Also, home occupation day care may be conducted outside on the premises using yard furnishings customary to the residential setting. Additional traffic generation from one delivery and one pick up of each individual each day shall be considered within the limitations of item "e" above. The Board of Zoning Appeal's deliberations shall include, but not be limited to, the following items:

1. the size of the residence and the outside recreation area;
2. parking and vehicular access to the residence and its ability to accommodate the drop-off and pick-up of the additional individuals;
3. the stated opinions of the surrounding property owners; and
4. if requested, the acceptability of having an employee ("caregiver" as defined by the South Carolina Department of Social Services) who is not a resident of the dwelling unit.

21.30 Permitted Uses by District

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

- a. The listing of a permitted activity within a district may be voided upon the application of the special overlay district regulations pertaining to flooding, drainage, or airports found in Articles 4 and 5 of this Ordinance.
- b. The provisions of Chapters 2, 3, and 4 of this Article shall apply in all districts to all listed activities as applicable. The application of these provisions may prohibit an activity from locating in a particular district.
- c. Within the Limited Restriction (LR) district, all activities except the following are permitted without review for compliance with the specific provisions of this Ordinance:

- Extremely Hazardous Materials as regulated by Article 3
- Mining Operations as regulated by Article 8
- Mobile Home Parks as regulated by Article 7
- Sexually Oriented Businesses as regulated by Article 10

21.31 Chart of Permitted Activities by District

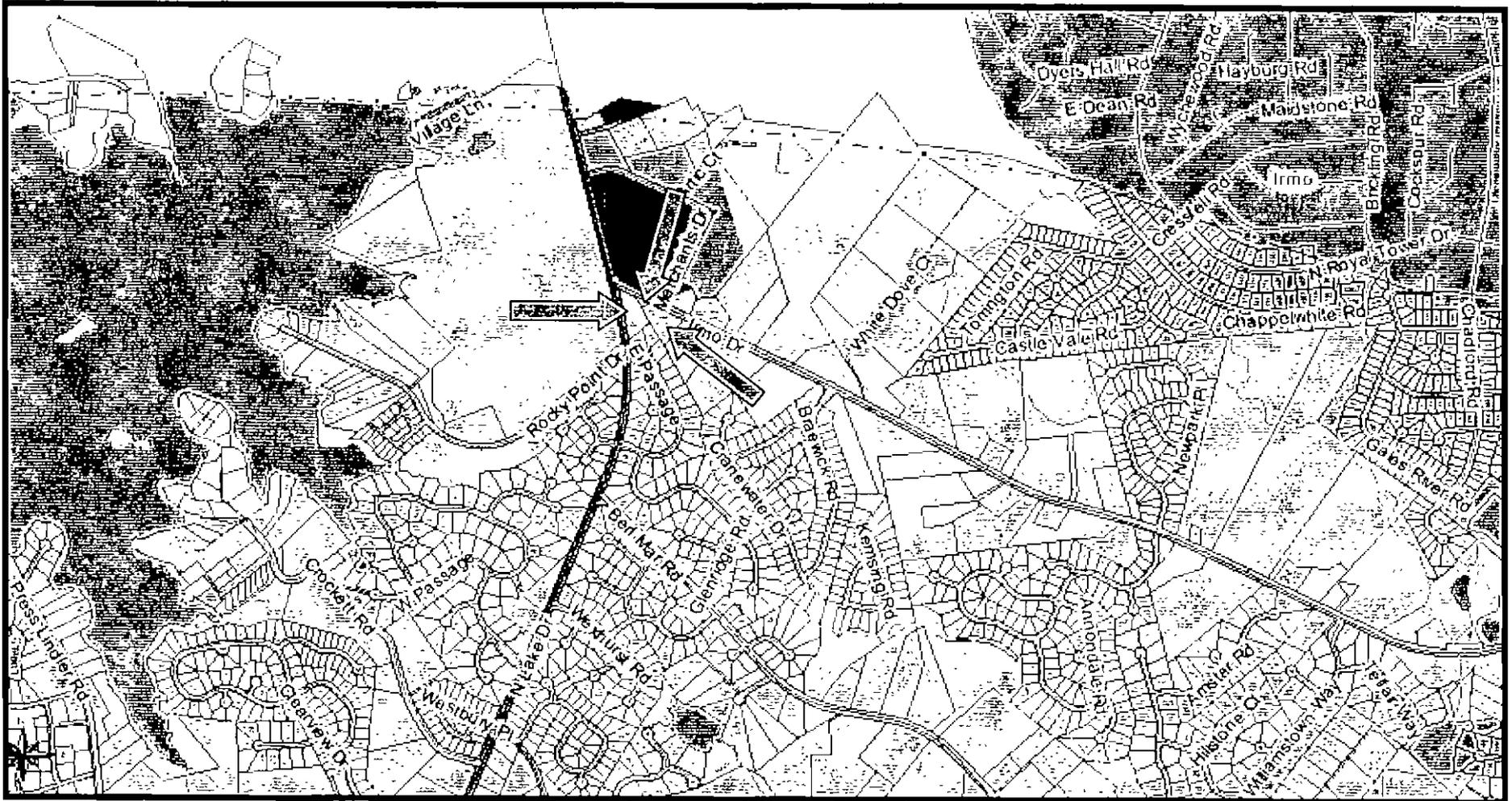
Those activities that are marked by an asterisk (*) are allowed only when granted a special exception by the Board of Zoning Appeals as outlined in Article 12 of this Ordinance.

R1	R2	R3	D	RA	RD	LC	C1	C2	ID	LR	ACTIVITIES
					XX	XX	XX	XX	XX	XX	Administrative Offices
					XX		XX	XX	XX	XX	Advertising Signs
				XX	Airports						
			XX	XX	XX				XX	XX	Animal Operations
		XX		XX	XX		XX	XX	XX	XX	Boat Docks
					XX				XX	XX	Bus and Transit Terminals
					XX			XX	XX	XX	Business Services
	XX	XX	XX	XX	XX			XX	XX	XX	Cemeteries
	XX	Child or Adult Day Care									
XX	Churches										
					XX				XX	XX	Communication Towers
XX	XX	XX	XX	XX	XX			XX	XX	XX	Community Education
					XX			XX	XX	XX	Construction Services
			XX	XX	XX				XX	XX	Crops

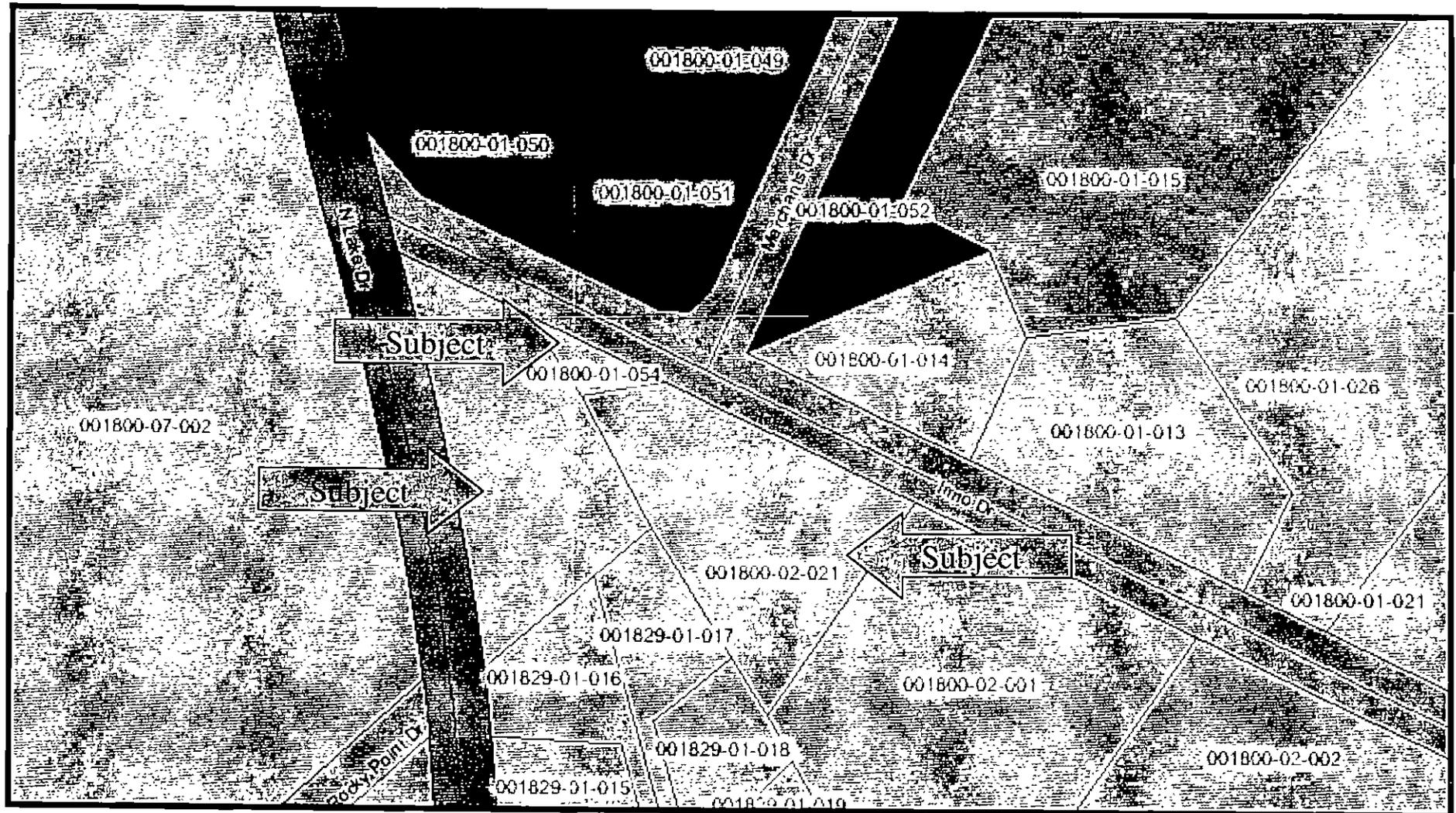
R1	R2	R3	D	RA	RD	LC	C1	C2	ID	ER	ACTIVITIES
					XX				XX	XX	Detention Centers
XX	XX	XX	XX	XX	XX	XX	XX	XX	XX	XX	Essential Services (Limited)
	XX	XX	XX	XX	XX			XX	XX	XX	Essential Services (Extensive)
				XX	XX			XX	XX	XX	Food Services
					XX			XX	XX	XX	General Repair and Maintenance Services
					XX	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

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

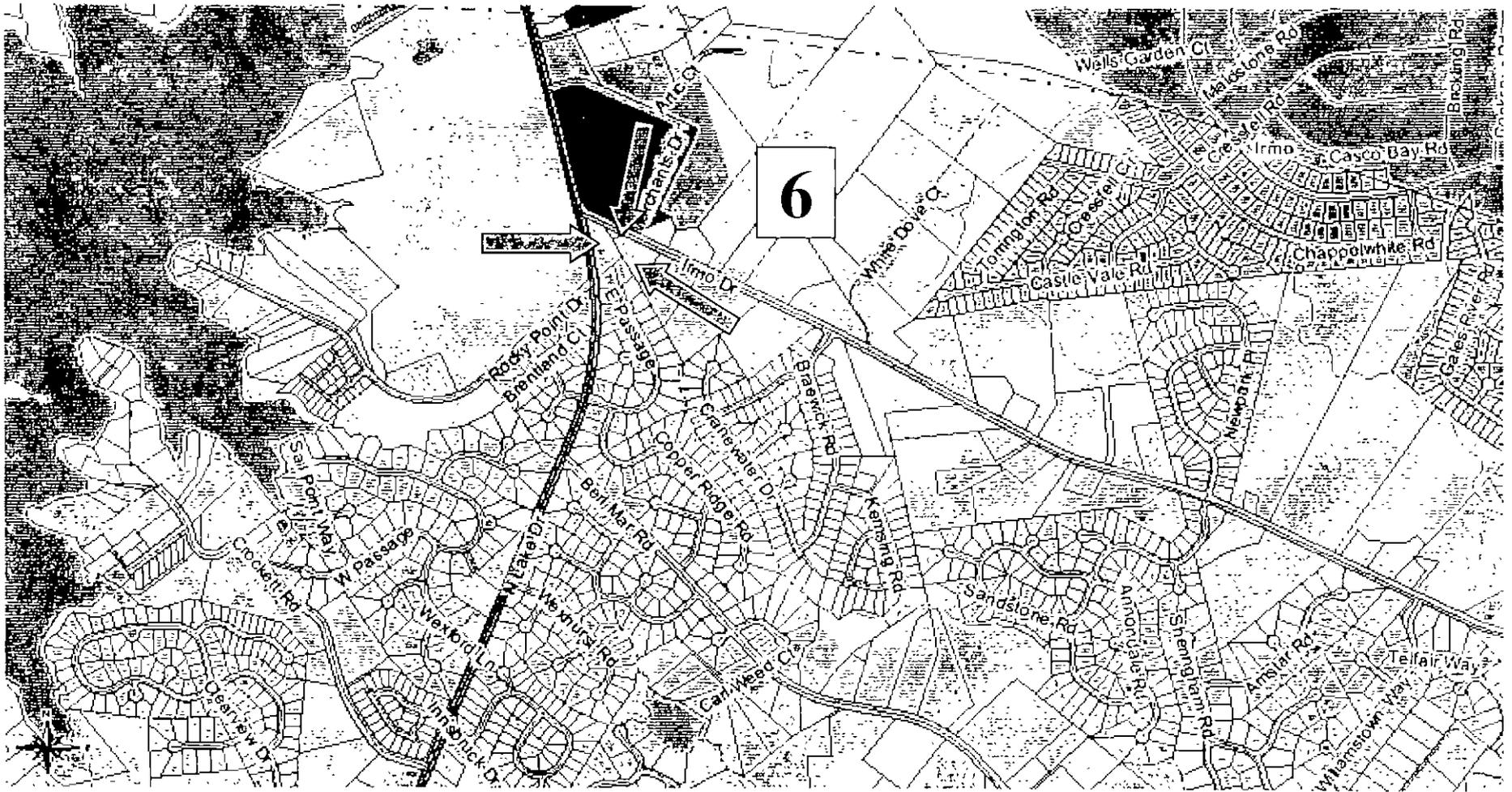
The permitting of this activity in these districts is allowed only if the Group Assembly (Limited) activity is a membership facility owned, operated, and used by the property owners in the surrounding residential area for which the facility is being established.



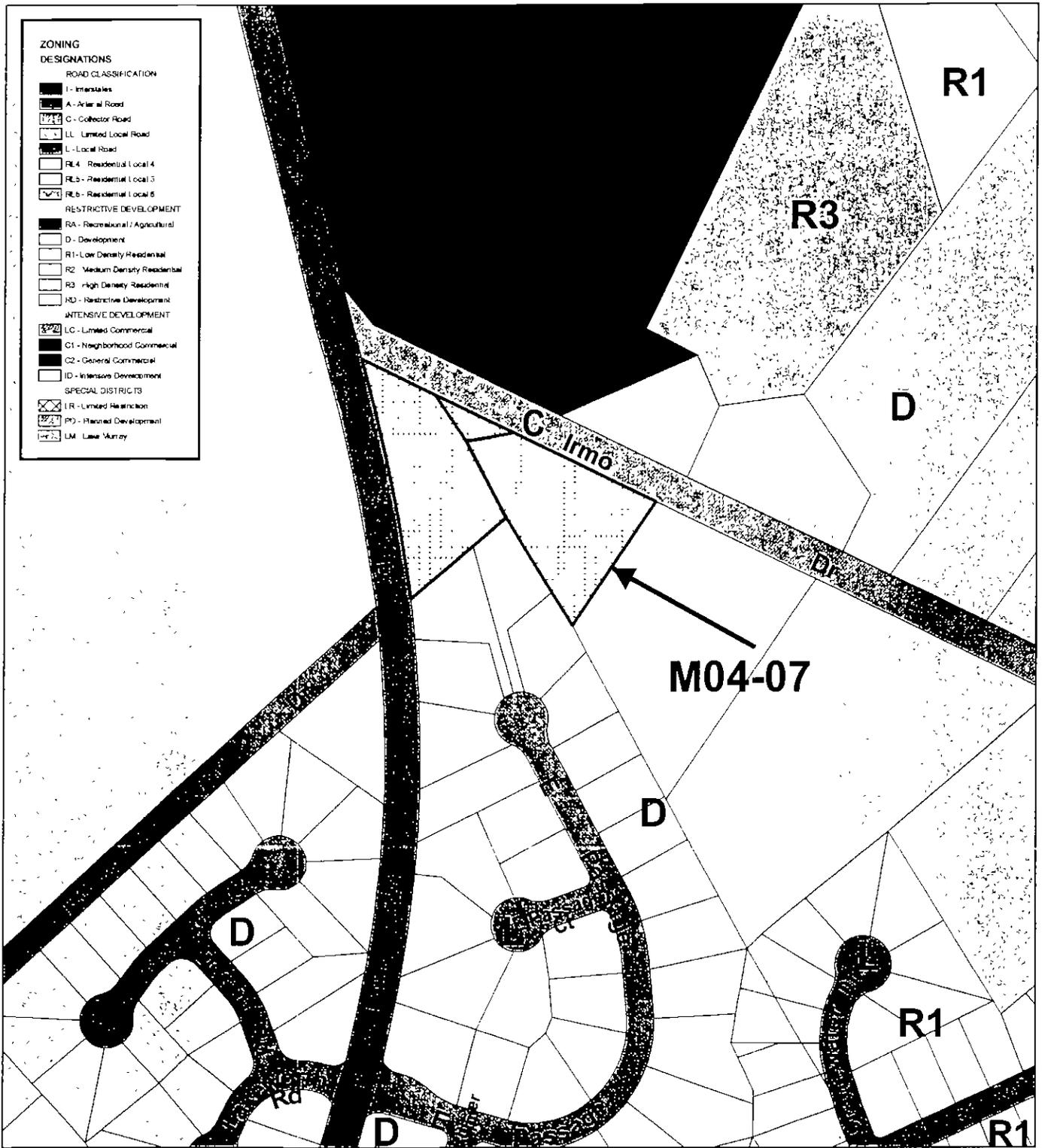
ZONING MAP AMENDMENT #M04-07



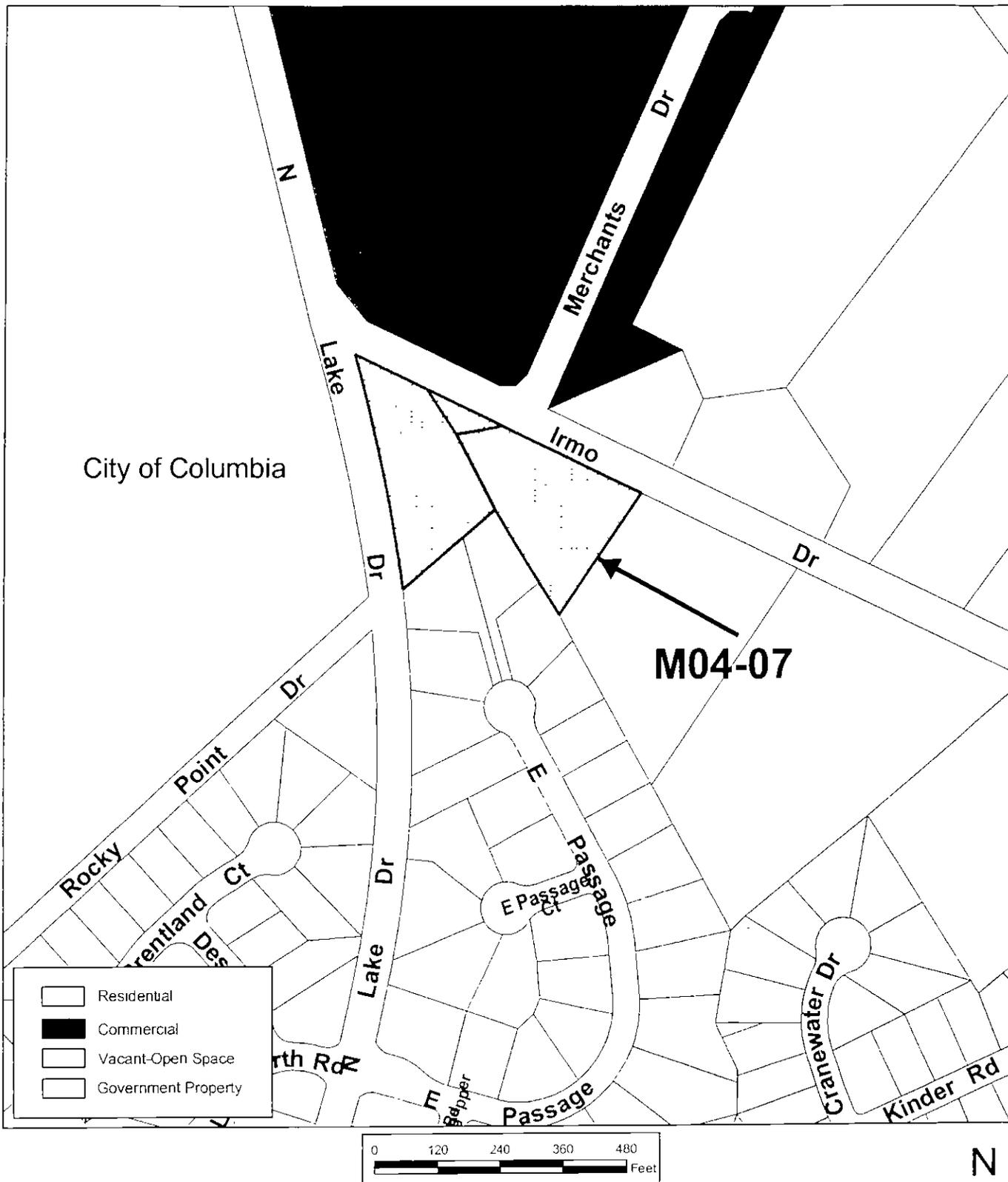
ZONING MAP AMENDMENT #M04-07



COUNTY COUNCIL DISTRICT MAP



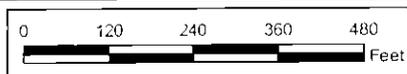
Map Amendment # M04-07
TMS # 001800-01-054, 001800-02-021, 001800-07-002 p/o



City of Columbia

M04-07

- Residential
- Commercial
- Vacant-Open Space
- Government Property



Existing Landuse

Map Amendment # M04-07

TMS # 001800-01-054, 001800-02-021, 001800-07-002 p/o

TEMPORARY ALCOHOLIC BEVERAGE LICENSE FEE

Cash on Hand - March 1, 2005	\$142,435
Appropriations Not Yet Disbursed	<u>72,000</u>
Amount Available	<u>\$70,435</u>

3/15/05

PAGL 1
 DATE: 03/01/05
 YTD Activity Comparison Report (by FSYR)
 Fund 2140 to 2140
 Org 000000 to 999999
 Acct 000000 to 422222
 FSYR 00 to 05

FUND	ORGN	ACCOUNT	TITLE	00 YTD ACIV	01 YTD ACIV	02 YTD ACIV	03 YTD ACIV	04 YTD ACIV	05 YTD ACIV
2140	000000	435400	Temporary Alcohol Bevq Permit Fee	164,700 00	74,100 00	132,950 00	76,900 00	73,600 00	73,500 00
		461000	Investment Interest	12,904 27	13,489 06	11,175 70	5,616 91	1,786 67	900 91
*TOTAL ORGN 000000				177,604 27	87,589 06	144,125 70	82,516 91	75,386 67	74,400 91
	999900	435400	Temporary Alcohol Bevq Permit Fee	00					
		461000	Investment Interest	00					
		529903	Contingency	00	00	00	00	00	00
		534070	Gaston Collard Festival	2,500 00	2,500 00	2,500 00	2,500 00	2,500 00	5,000 00
		534071	Lexington City Peach Festival	2,500 00	2,500 00	2,500 00	2,500 00	2,500 00	2,500 00
		534072	SC Poultry Festival	2,500 00	2,500 00	2,500 00	2,500 00	2,500 00	00
		534073	Pelion Peanut Festival	2,500 00	2,500 00	2,500 00	2,500 00	2,500 00	00
		534074	Chapin Labor Day Festival	2,500 00	2,500 00	2,500 00	2,500 00	2,500 00	2,500 00
		534075	Irmo Okra Strut	2,500 00	2,500 00	2,500 00	2,500 00	2,500 00	2,500 00
		534076	Lexington Fun Fest	2,500 00	2,500 00	2,500 00	2,500 00	2,500 00	00
		534077	Congaree Western Weekend	2,500 00	2,500 00	2,500 00	2,500 00	2,500 00	00
		534078	Springdale Festival	00	00				
		534079	W Columbia Winterwest Festival	00					00
		534080	Swansea Festival	2,500 00	2,500 00	2,500 00	2,500 00	2,500 00	00
		534081	Pine Ridge Festival	00					
		534082	West Vista Guild	2,500 00	2,500 00	00			
		534083	Riverfest-Epilepsy Foundation of SC	2,500 00	2,500 00	2,500 00	2,500 00	2,500 00	00
		534084	Greater Cola Chamber of Comm - BASS	12,500 00					
		534086	Lake Murray Hydrilla Control			23,000 00			
		534087	Gilbert Community Park			12,500 00			
		534088	Veterans of Foreign Wars Memorial			10,000 00	23,787 50		
		534089	Camp Moore/Styx Memorial Park				12,000 00		
		534090	So Congaree Park & Recreation Impro				39,975 00		
		534091	Pine Ridge Complex Improvements				9,000 00		
		534092	America - 2003 Celebration				20,000 00		
		534093	Leaphart/Hauman House Restoration					00	00
		534204	West Metro Chamber of Commerce				17,287 50		
		534205	Lexington Chamber of Commerce				10,000 00		
		534206	Batesburg/Leesville Chamber of Comm				5,000 00		
		534212	Capital City Lake Murray Country				10,000 00		
		534225	Brookland-Cayce Foundation				17,500 00		
		534228	Lexington County Museum				22,950 00		
		534231	Chapin Chamber of Commerce				5,000 00		
		534242	Irmo/Chapin Recreation Commission				10,000 00		
		534244	Lex City Recreation & Aging Commiss				21,000 00		
		534252	Greater Irmo Chamber of Commerce				10,000 00		
		534260	Town of Pelion				16,667 00		
		534261	Town of Gaston				16,667 00		
		534262	Town of Swansea				16,667 00		
		534263	Town of Irmo				40,000 00		
		534264	Town of Chapin				15,000 00		
		534265	Town of Lexington				17,500 00		
		534266	Town of Cayce				18,500 00		
		534267	Town of Batesburg/Leesville				20,000 00		
		534268	Town of Summit				7,500 00		
		534269	Town of Springfield				25,000 00		
		534270	City of West Columbia				10,000 00		
		534271	Town of Pine Ridge					4,000 00	
		812501	Op Trn to Sol/Comm Juvenile Arbitr				83,000 00	83,379 00	89,811 00
*TOTAL ORGN 999900				40,000 00	27,500 00	70,500 00	495,000 00	112,379 00	102,311 00
*TOTAL FUND 2140				217,604 27	115,089 06	214,625 70	577,547 91	187,765 67	176,711 91

2005
Rhythm on the River Concert
Series

Located at the West Columbia
Amphitheater near the scenic Gervais
Street Bridge

2005

Rhythm on the River Concert Series

FACTS

- Started in 2003 by the River Alliance
- Scheduled for 10 consecutive weekends:
April 30th to July 2nd (Saturdays)
- Attracted over 3,000 spectators last year
- FREE Admission and advertised as “family event”

2005

Rhythm on the River Concert Series

PERFORMERS

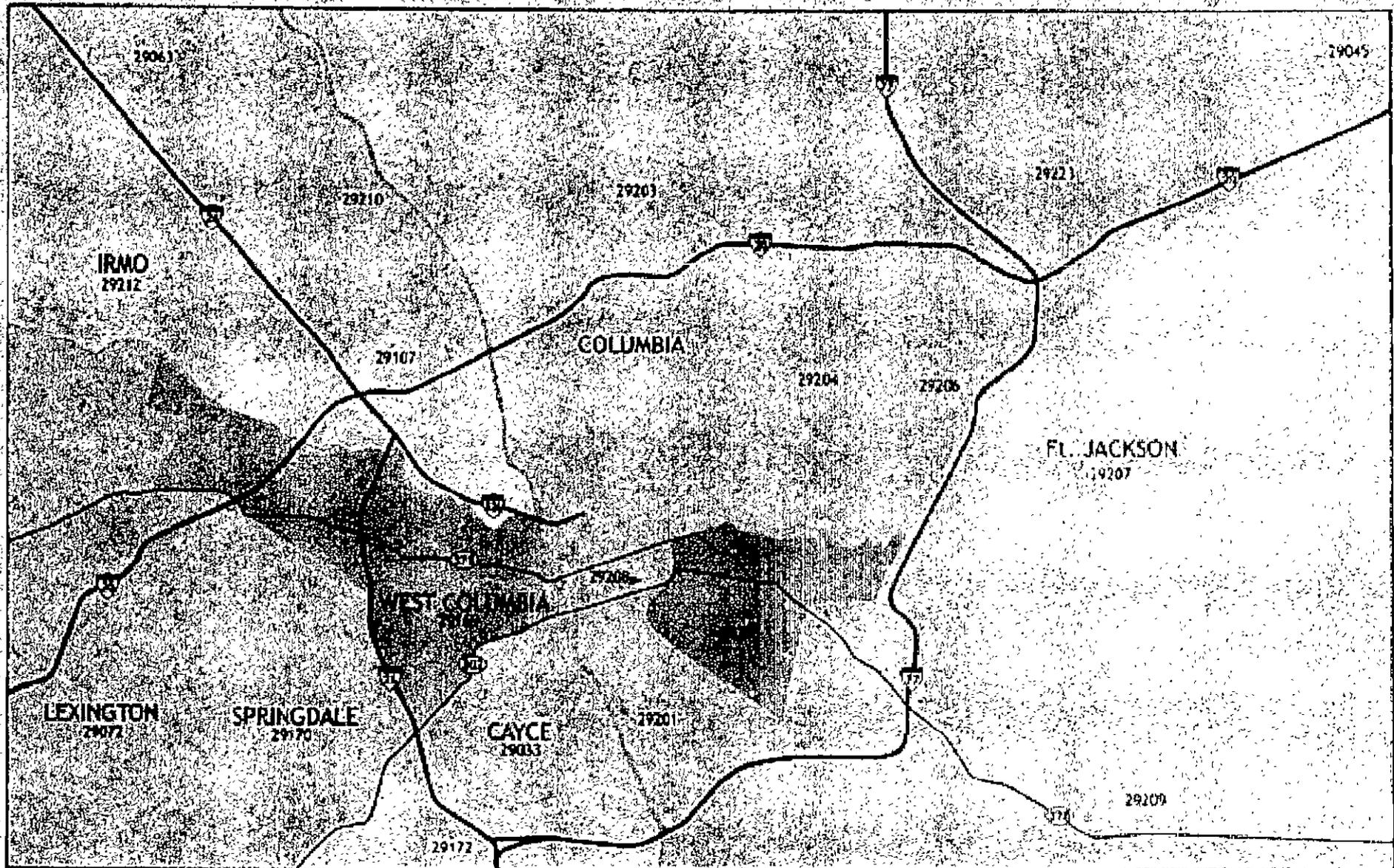
<p><u>April 30th</u> Bill Wells & The Blue Ridge Mountain Grass (bluegrass)</p>	<p><u>May 7th</u> Jeff Liberty (blues/rock)</p>	<p><u>May 14th</u> Etheridge & Kimpland (contemporary rock & country)</p>	<p><u>May 21st</u> Sarah Lee Guthrie & Johnny Irion (folk)</p>	<p><u>May 28th</u> Danielle Howle (folk)</p>
<p><u>June 4th</u> Black Bottom Biscuits (country/bluegrass)</p>	<p><u>June 11th</u> Chuck Girard (contemporary christian)</p>	<p><u>June 18th</u> Butterfly Brown (hip hop / soul)</p>	<p><u>June 25th</u> Loch Ness Johnny (celtic rock)</p>	<p><u>July 2nd</u> Tokyo Joe (rock)</p>

2005

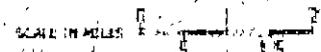
Rhythm on the River Concert Series

BENEFITS

- Showcases the West Columbia & Cayce Riverwalk along the Congaree River
- Attracts all citizens from Lexington County
- Attracts visitors from Richland & other nearby counties
- Showcases the residential & commercial growth of the area and promotes local businesses



PEOPLE IN ATTENDANCE



0-10 10-20 20-30 30-40 40-50 50-60 60-70 70-80 80-90 90-100 100+

GEOGRAPHICAL DISTRIBUTION OF PEOPLE IN ATTENDANCE

CAYCE - 5% COLUMBIA - 43% WEST COLUMBIA - 17% LEXINGTON - 12% OTHER AREAS - 23%

2005

Rhythm on the River Concert Series

TITLE SPONSORSHIP (\$5,000)

- Adds name “***Lexington County***” to the name of the concert series
- Logo & name on all media advertising
- Logo & name on posters, t-shirts, and website
- Logo & name on all banners displayed during concert series
- Reserved parking & seating plus access to VIP tent

Title Sponsor Package - \$5,000 Level Limited to one (1) sponsor.

- Promotion and marketing of your company/organization as a **TITLE SPONSOR** for the Rhythm on the River (Free) Concert Series 2005. Package is inclusive of the following:
 - **Community Calendar Advisory – Three (3) months preceding the event.** Communication with newspapers, radio/television stations, and travel/tourism agencies to ensure community awareness of the event. This does not involve sponsorship mention, strictly who, what, where, when, and why.
 - **Kickoff Press Conference – Approximately two (2) weeks preceding the event.** Prior to the first concert, a press conference will be held at the venue (The Riverfront Amphitheater), which explains what the event entails including, but not limited to: dates, times, sponsors, performers, community highlight information, and where to access further information.
 - **Radio – One (1) week prior to the event.** Weekly radio spots which target the appropriate audiences for that week's scheduled performer, including the involved sponsorship information, giveaway &/or promotion information of local businesses, and all other pertinent event information for said week.
 - **Press releases – Following each event.** Weekly press releases, after each concert, alerting the media/community about the individual event, and the level of community involvement/success afforded said week. (*Note: This worked exceptionally well with the Sleepy Hollow event.) This, also, does not involve specific sponsorship mention.
 - **Logo inclusion on all Three Rivers Greenway signage and posters.**
 - **Further display of sponsor provided signage at the venue during the event.**
 - **Weekly verbal promotion of sponsorship status, during the event, by the production manager or presiding emcee.**
 - **Logo inclusion on the Rhythm on the River Series 2005 website.**
 - **Reserved seating for 20 members of your company/organization, or it's guests, including VIP lanyards which afford guest access to the VIP/Sponsor area at the venue, and "back stage" band access.**
 - **Open invitation to all committee meetings concerning the progress/status of the event.**
 - **Exclusive "Type Rights".**
If your company or organization is a **TITLE SPONSOR**, no other business in your market/field will be approached for sponsorship. This ensures that your business will not be put into direct competition for advertising/recognition.
 - **"Complimentary" one (1) year membership to the West Metro Chamber of Commerce & Visitor's Center.**
Valued at \$250, inclusive of all member benefits, services, opportunities, networking events, and discounts.

2005 Lexington County
Rhythm on the River Concert Series
EXPENSES (est.)

- Bands & PA equipment - \$6,000.00
- Stage Rental or Purchase - \$3,000
- Insurance - \$210.00
- Banners, posters, t-shirts, & displays -
\$1,000 - \$2,000

2005 Lexington County
Rhythm on the River Concert Series
Advertising Proposal

Create a TV commercial to run in Columbia & surrounding areas (Sumter, Camden, Orangeburg, Newberry, etc. on CableVantage. Print ads in FREE TIMES entertainment newspaper and Lexington Chronicle. PSA's to all radio stations in Columbia & surrounding areas & THE STATE newspaper.

- West Columbia, Cayce, & Springdale: \$1,500 each – Total \$4,500
- Lexington County - \$4,500
- CableVantage (minimum of \$2,500 trade)

2005 Lexington County

Rhythm on the River Concert Series

PRESENTING SPONSORS (\$2,500)

- BellSouth
- CableVantage
- Hardee's
- South Carolina Bank & Trust



2005 Lexington County

Rhythm on the River Concert Series

ASSOCIATE SPONSORS (\$500)

- West Vista Guild
- Novinger Q.T.R.
- Pavilion Coffee Shop (Trade)
- Scratch N Spin (Trade)
- Working on additional 6-8 potential sponsors

2005 Lexington County Rhythm on the River Concert Series

ODDS & ENDS

- New Orleans Restaurant reserves a section of their parking lot with picnic tables for their customers
- Scratch N Spin will set up a tent for the bands to sell their CD's / T-Shirts and to sign autographs
- Local Civic & Non – Profit Groups will be invited to sell concessions
- West Columbia is providing all security & sanitation services in support of series
- City of West Columbia is having their 1st WESTFEST Festival on April 30th
- Boys & Girls Club of the Midlands is having a big event at the Riverwalk on May 21st

SUMMARY

The River Alliance originally created the concert series to promote the new West Columbia & Cayce Riverwalk and Amphitheater. Their financial goal was to break even which resulted in limited advertising.

The West Metro Chamber of Commerce & Visitor Center recognizes this as an opportunity to:

- *Host an event that can attract both local citizens & visitors of all ages.*
- *Showcase the redevelopment along the river and West Columbia/Cayce*
- *Attract potential customers for local restaurants, retail stores, gas stations, etc*
- *Enhance Lexington County as a great place to live & work*
- *Raise non-dues revenue for the West Metro Chamber of Commerce*

Sec. 2-297. Effect of division on other laws.

This division amends portions of certain laws relating to the composition and appointment of the county museum commission. It does not and shall not be deemed to change, alter or amend any of the existing statutory powers, duties, functions or obligations of the county museum commission. All laws relating to the county museum commission, including Act 1353 of the Acts and Joint Resolutions of the General Assembly of 1968, shall remain in full force and unaltered hereby except and to the extent that such laws conflict with the provisions of this division.

(Code 1983, § 2-135)

Secs. 2-298—2-330. Reserved.

ARTICLE VII. PURCHASING*

Sec. 2-331. Purpose of article.

The purpose of this article is to secure for the county taxpayers the advantages and economies which will result from centralized control over the expenditures of county funds for supplies, materials, equipment and contractual services; from the application of modern, business-like methods to such expenditures; and from better utilization of the articles procured at public expense.

(Ord. No. 93-6, § 2-78, 1-24-94)

Sec. 2-332. Definitions.

The following words, terms and phrases, when used in this article, shall have the meanings ascribed to them in this section, except where the context clearly indicates a different meaning:

Agency and *using agency* mean any of the departments, offices or other organizational units of the county government, and any special district whose affairs and funds are under the supervision and control of the county council and for which the county is ex-officio the governing body.

Bidders' list means a current file of sources of supply of articles for each category of commodities repetitively purchased for county use.

Contractual services means any and all telephone, gas, water, electric light and power services; towel, window washing and cleaning service; the rental of equipment and machinery; and all other types of agreements under which the contractor provides services which are

***Cross reference**—Any ordinance or resolution approving, authorizing or otherwise relating to any contract, agreement, lease, deed or other instrument saved from repeal, § 1-10(9).

State law reference—Counties required to develop and adopt procurement procedures, S.C. Code 1976, § 11-35-50.

required by the county government but not furnished by its own employees; provided, however, that contractual services shall not include legal advertising, and purchases of space for legal advertising shall not be subject to the provisions of this article.

Irresponsible bidder means a bidder or prospective bidder who fails to furnish, upon written request, proof of his responsibility; who has, as a vendor or contractor with the county, repeatedly made slow or unsatisfactory deliveries, or who has violated, or attempted to violate, the provisions of this article.

Personal services means the service of attorneys, physicians, architects, engineers, consultants or other individuals or organizations possessing a high degree of technical skill.

Responsible bid means an offer submitted by a responsible bidder in ink or typewritten form, to furnish supplies, materials, equipment or contractual services in conformity with the specifications, delivery terms and conditions, and other requirements included in the invitation for bids.

Responsible bidder means a bidder who submits a responsible bid; who has furnished, when requested, information and data to prove that his financial resources, production or service facilities, service reputation and experience are adequate to make satisfactory delivery of the supplies, materials, equipment or contractual service on which he bids; and who has not violated, or attempted to violate, any provisions of this article.

Supplies, materials and equipment means any and all articles or things which shall be furnished to or used by any agency, including any and all printing, binding, or publication of stationery, forms, laws, journals and reports, but excluding services or materials furnished in kind, in lieu of cash to indigents.

(Ord. No. 93-6, § 2-79, 1-24-94)

Cross reference—Definitions generally, § 1-2.

Sec. 2-333. Powers and duties of county purchasing agent.

Pursuant to section 13, paragraph 15, subparagraph B of Act 1067 (1972), as amended, the county purchasing agent shall, subject to the provisions of this article and applicable provisions of state law:

- (1) Purchase all supplies, materials, equipment and contractual services required by the agencies in amounts or estimated amounts of \$15,000.00 or less; and submit to the county administrator for award, and thereafter execute contracts for all purchases of supplies, materials, equipment and contractual services in amounts or estimated amounts greater than \$15,000.00 and less than \$25,000 00; and submit to the county council for award and thereafter execute contracts for all purchases of supplies, materials, equipment and contractual services in amounts or estimated amounts in

excess of \$25,000.00. In order to procure supplies, materials, equipment and services in such a manner as to promote competition while considering the administrative cost of such procurements, the following methods of source selections are described:

- a. *Small purchases.* Repetitive type items can be procured on an informal basis addressing competition as follows:
 1. Purchases not exceeding \$1,500.00 no competition required if price is fair and reasonable;
 2. Purchases of \$1,501.00 to \$5,000.00 require three verbal or written bids; or
 3. Purchases of \$5,001.00 to \$15,000.00 require three written bids.
 - b. *Competitive sealed bidding.* Procurements above \$15,000.00 shall be based upon formal bid requirements for which bid specifications can be developed to ensure adequate competition. An award shall be made to the lowest responsive and responsible bidder.
 - c. *Competitive sealed proposals.* Procurements can be made by competitive sealed proposals that are highly technical, complex in nature and do not lend themselves to formal competitive sealed bidding. Competitive sealed proposals shall be used in accordance with section 2-350. An award shall be made to the offeror whose proposal is considered to be most advantageous to the county.
 - d. *Sole source procurements.* A procurement can be made from a sole source without competition based upon a written determination, approved by the county administrator, that there is only one source for the required supply, service or equipment.
- (2) Negotiate contracts for personal services and submit them for approval and award as provided in subsection (1)a of this section;
 - (3) Use standard specifications wherever they are applicable to purchase orders and contracts; and ensure compliance with such specifications through adequate inspection of deliveries;
 - (4) Transfer between agencies supplies, materials and equipment which are no longer needed by a holding agency but which can be used by the receiving agency;
 - (5) Exchange, trade in or sell those supplies, materials and equipment which are surplus, obsolete or unused and which are found by the county administrator not to be required for public use;
 - (6) Develop, with the approval of the county attorney as to legal sufficiency, standard forms and conditions of invitations to bid and purchase orders and contracts; develop, and prescribe the use by agencies of other forms required in carrying out the provisions of this article; and amend or eliminate any such forms;
 - (7) Upon request of the county council, and subject to its approval of each transaction, perform all delegable functions in connection with acquisition and disposal of real property;

- (8) Purchase, or perform other supply functions prescribed in this article, when requested to do so by school districts, special districts or other governmental units of the county whose affairs and funds are exempt from the supervision and control of the county council;
 - (9) Ensure procurement information is public record to the extent required by S.C. Code 1976, § 30-4-10 et seq. (the Freedom of Information Act), with the exception that commercial or financial information obtained in response to a request for proposals which is privileged and confidential need not be disclosed;
 - (10) Where a procurement involves the expenditure of federal assistance or contract funds, the purchasing agent shall comply with such federal law and authorized regulations which are mandatorily applicable and which are not presently reflected in the article;
 - (11) Ensure the provisions of S.C. Code 1976, § 8-13-100 et seq. (State Ethics Act) are complied with in all actions involving the procurement of supplies, services or construction for the county;
 - (12) Report any collusion or other anticompetitive practices suspected among any bidders or offerors to the state attorney general;
 - (13) Promulgate regulations concerning vendor or contractor complaints or grievances. The regulations shall provide for a complete and unbiased hearing of vendor complaints and grievances within a reasonable time period. Complaints and grievances that are not resolved satisfactorily by the purchasing agent may be reviewed by the county administrator or by persons designated by the county administrator; and
 - (14) Promulgate regulations concerning debarment or suspension of vendors. The decision to debar or suspend shall not be made without allowing the vendor reasonable opportunity to present information concerning the debarment or suspension to the purchasing agent and/or the county administrator.
- (Ord. No. 93-6, § 2-80, 1-24-94)

Sec. 2-334. Procedural regulations.

(a) The county purchasing agent is hereby authorized to prepare procedural regulations to amplify the provisions of this article; to submit such regulations and amendments thereto to the county administrator for approval; and to promulgate and enforce compliance with such regulations, including, but not limited to:

- (1) The procedure for handling bids, including their custody and safeguarding; opening and tabulation; rejection and readvertising; and the procedure for determining the lowest responsible bidder;
- (2) The procedure for securing from bidders and prospective bidders the data necessary to determine whether or not they are responsible;
- (3) The procedure for inspection of deliveries of supplies, materials, equipment and contractual services;

- (4) The procedure for reporting receipt of deliveries of supplies, materials, equipment and contractual services;
- (5) The procedure for submitting requisitions for the supplies, materials, equipment and contractual services required by the using agencies;
- (6) The procedure for making emergency purchases; and
- (7) Such matters as may be necessary to give effect to provisions of this article and any amendments thereto.

(b) A copy of such regulations shall be available in the county purchasing agent's office and shall be open to public inspection during regular business hours.

(Ord. No. 93-6, § 2-81, 1-24-94)

Sec. 2-335. Exemptions from centralized purchasing.

With the approval of the county administrator, the county purchasing agent may, and where legally required to do so, shall authorize, in writing, any agency to purchase or contract for certain specified classes of supplies, materials, equipment or contractual services, independently of the county purchasing agent's office; but such purchases or contracts shall be made in conformity with the applicable provisions of this article. The county purchasing agent may also rescind such authorization to purchase independently, by written notice to the agency or agencies concerned unless otherwise prohibited by law.

(Ord. No. 93-6, § 2-82, 1-24-94)

Sec. 2-336. Emergency purchases.

(a) An emergency procurement shall be authorized only when there exists an immediate threat to public health, welfare, critical economy and efficiency, or safety under emergency conditions; a breakdown in machinery or an essential service occurs; or when unforeseen circumstances arise, including delays by contractors, delays in transportation and unanticipated volume of work; and provided that such emergency procurements shall be made with as much competition as is practicable under the circumstances. A written determination of the basis for the emergency and for the selection of the particular contractor shall be included in the contract file.

(b) If an emergency occurs during regular business hours, the head or designee of the using agency shall immediately notify the purchasing agent who shall either make the purchase or authorize the using agency to do so. If the purchasing agent is unavailable, the head of the using agency shall notify the county administrator before making the purchase. If an emergency occurs at times other than regular business hours, the using agency may purchase directly the commodity or commodities required. If the estimated cost of the emergency purchase exceeds \$1,500.00, the head of such agency shall, whenever possible, secure competitive telephone bids and order delivery to be made by the lowest responsible bidder. On every emergency purchase made, the agency head shall, not later than one week thereafter,

submit to the purchasing agent a requisition, a tabulation of bids received, if any, a delivery receipt and a written explanation of the circumstances of the emergency. The record of such emergency transactions shall be open to public inspection during regular business hours.

(Ord. No. 93-6, § 2-83, 1-24-94)

Sec. 2-337. Requisitions and estimates of future requirements.

(a) All agencies shall submit to the county purchasing agent requisitions for the supplies, materials, equipment and contractual services as required for their operations and for the purposes and within the limits of funds appropriated therefor. The county purchasing agent, after reviewing any such prices, may require from the head of the requesting agency a justification of the quantity or quality requisitioned.

(b) All agencies shall also file with the county purchasing agent estimates of their requirements for supplies, materials, equipment and contractual services in such form, at such time, and for such future periods as the county purchasing agent shall prescribe.

(Ord. No. 93-6, § 2-84, 1-24-94)

Sec. 2-338. Contract, purchases and sales.

(a) All purchases of, and contracts for supplies, materials, equipment and contractual services, and all sales of personal property which have been found by the county administrator not to be required for public use, shall be based, wherever possible, on competitive bids. If the amount of the expenditure for a contractual service or for a commodity, or for a class of commodities normally obtainable from the same sources of supply, or for a sale of personal property which has been found by the county administrator not to be required for public use, is estimated to exceed \$15,000.00, contract bids shall be solicited by public notice and written contracts shall be awarded. The method and extent of public notice shall be prescribed by the county council. If newspaper advertisements are employed as public notice, such notice shall include a general description of the commodities or services to be purchased or the commodities to be sold; shall state where contract bids and specifications may be secured; and shall specify the time and place for the opening of bids.

(b) The county purchasing agent shall, in addition, solicit bids from prospective bidders for the class of commodities being purchased or sold as listed on the bidders' list by sending them copies of the newspaper notice or such other notice as will acquaint them with the proposed purchase or sale. All pending purchases or sales shall also, in all cases, be advertised by posting a copy of the contract bid form on a public bulletin board in or adjacent to the office of the county purchasing agent.

(c) All bids shall be submitted sealed to the county purchasing agent on the official contract bid form, furnished by the county, which will have indicated thereon the class of commodities to be purchased and the established time for opening of bids. When required, each bid shall be accompanied by surety in the form of a certified or cashier's check or bid bond in such amount as shall be prescribed in the public notice inviting bids and in the contract bid form. A tabulation of all bids received, whether accepted or rejected, shall be open for public inspection

during regular business hours for a period of not less than 30 calendar days after the bid opening. The county purchasing agent shall submit a copy of the tabulation and all bids received to the county administrator, together with his recommendation for awards. The county purchasing agent may reject any and all bids for any or all commodities or contractual services included in the bid form and may readvertise for bids when the public interest will be served thereby; but will report such action and the reasons therefor to the county administrator. If all bids received are for the same total amount or unit price, and if the public interest will not permit the delay of readvertising for bids, the county administrator may authorize the county purchasing agent to award the contract to one of the tie bidders by drawing lots in public, or to purchase the commodities or contractual services in the open market, provided the price paid in the open market shall not exceed the lowest contract bid price submitted for the same commodity or contractual service. In all other cases, the contract shall be awarded by the county administrator to the lowest responsible bidder. In determining the lowest responsible bidder, the county purchasing agent and the county administrator shall take into consideration the quality offered and its conformity with the specifications, the delivery and discount terms and conditions of the bid, the service reputation of the bidder, and other information and data required to prove his responsibility.

(d) Contracts for personal property sales shall be awarded by the county administrator to the highest responsible bidder and shall be subject to all other applicable requirements of this section.

(e) It shall be the duty of the county purchasing agent to discourage uniform bidding by every possible means and to endeavor to obtain as full and open competition as possible on all purchases and sales. Accordingly, the county purchasing agent shall require each bidder to accompany his bid with a statement made under oath that he has not been a party with other bidders to an agreement to bid a fixed or uniform price. Violation of such statement shall render void the bid of such bidders. Any disclosure to, or acquisition by, a competitive bidder, in advance of the opening of the bids, of the terms and conditions of the bid submitted by another competitor shall render the proceedings void and shall require readvertising for bids.

(f) If the successful bidder does not enter into a contract within ten days after mailing of notice of award of contract, he shall forfeit in cash an amount equivalent to the amount of any surety which accompanied his bid, unless the county is responsible for the delay. He shall also be held liable for any cost in excess of his bid price which the county incurs in purchasing the commodities or services elsewhere.

(g) When required, the successful bidder shall furnish surety in the form of a certified or cashier's check or bond for the faithful performance of the contract in the amount specified in the contract bid form.

(h) Bidders who regularly do business with the county shall be permitted to file with the county purchasing agent an annual bid bond and an annual performance bond in an amount established by the county purchasing agent. Such annual bonds shall be acceptable as surety in lieu of the furnishing of surety with each individual transaction.

(i) All contract bid forms and all contracts shall be approved by the county attorney as to form and legality. Following such approval, all contracts shall be signed in behalf of the county by the county purchasing agent. Contracts shall be maintained in the purchasing office and the director of finance shall be notified of the terms of each contract.

(Ord. No. 93-6, § 2-85, 1-24-94)

Sec. 2-339. Open market purchases and sales.

(a) If the amount of the expenditure for a contractual service or for a class of commodities normally obtainable from the same sources of supply, or for a sale of personal property which has been found by the county administrator not to be required for public use, is estimated to be less than \$15,000.00, it shall be an open market transaction and shall not be subject to the sealed bid requirements of section 2-338.

(b) The purchasing agent may solicit bids by direct mail requests to prospective bidders for the class of commodities being purchased or sold as listed on the bidders' list and by posting a copy of such invitation to bid on a public bulletin board in or adjacent to his office, or bids may be solicited by telephone. No competition is required for purchases not exceeding \$1,500.00 if the price is fair and reasonable. Purchases in amounts between \$1,501.00 to \$5,000.00 require three verbal or written bids. Purchases in amounts between \$5,001.00 to \$15,000.00 require three written bids.

(c) The county purchasing agent shall make a tabulation or other record of all written and telephone bids, and such records shall be open to public inspection during regular business hours for at least 30 days after the date of the bid opening or telephone transaction.

(d) All open market purchases shall be awarded to the lowest responsive/responsible bidder and all open market sales shall be made to the highest responsive/responsible bidder.

(e) Notwithstanding any other provisions of this article, if the expenditure for purchase of supplies, materials, equipment or contractual services or for a sale of personal property which has been found by the county administrator not to be required for public use is less than \$5,000.00, the county purchasing agent, in his sole discretion, may waive the competitive bidding requirements of this article and may make such purchase or sale without calling for bids. The county purchasing agent shall not delegate to any other county officer or employee the discretion of determining whether a purchase or sale involving an expenditure of less than \$5,000.00 shall be based on competitive bid. However, price and quality being equal, preference may be given to responsible local bidders.

(Ord. No. 93-6, § 2-86, 1-24-94)

Sec. 2-340. Types of contracts and purchases.

(a) It shall be the responsibility of the county purchasing agent to:

- (1) Reduce, to the maximum extent possible, the number of purchase transactions by combining into bulk orders and contracts the requirements of agencies for common use items or items repetitively purchased;

- (2) Develop and use those types of contracts and purchase orders which will reduce to the minimum the accompanying paperwork and which, in other respects, will be most advantageous to the county; and
- (3) The greatest extent possible, to make full utilization of the purchasing services provided by the division of general services of the state.

(b) In carrying out the provision of subsection (a) of this section, the county purchasing agent is authorized to prescribe in the procedural regulations adopted pursuant to section 2-334 the use of various types of contracts and orders including, but not limited to, the following:

- (1) Definite quantity contracts, whereby the contractor agrees to furnish a specified quantity of supplies, materials or equipment at a specified time.
- (2) Indefinite quantity contracts, whereby the county agrees to obtain from the contractor all its requirements for specified supplies, materials or equipment in an estimated but indeterminate amount during a prescribed period of time at a definite unit price or at a specified discount from list or posted prices.
- (3) Price agreements, whereby the contractor agrees to supply the county requirements for items, such as replacement parts for different makes of mechanical or automotive equipment during a prescribed period of time and within a designated geographical area of the county at a definite unit price or at a specified discount from list or posted prices.
- (4) Order books to be prenumbered and issued by the county purchasing agent in pocket size to properly authorized officials, for use in securing over-the-counter delivery of miscellaneous hardware, repair parts and similar items when the need arises in the vicinity of a source of supply. The use of such orders shall be limited to purchases in amounts not to exceed \$100.00. All such orders shall be issued without regard to the requirements of section 2-342 for availability of funds. All order books and all order blanks shall be properly accounted for by the official to whom they have been issued.

(Ord. No. 93-6, § 2-87, 1-24-94)

Sec. 2-341. Purchase of patented or proprietary articles.

(a) When the county requires supplies, materials or equipment which are produced by only one manufacturer, the county purchasing agent shall specify such manufacturer's make or brand in the invitations to bid and shall obtain competitive bids from authorized dealers or distributors of such manufacturer. If such manufacturer is the sole bidder and sole source of supply, the county purchasing agent is authorized to negotiate an open market order or contract with the manufacturer at prices and on terms most advantageous to the county.

(b) When the county requires supplies, materials or equipment which are patented or proprietary and which are obtainable in two or more equally satisfactory and competitive makes, brands or types, the county purchasing agent shall list such acceptable and competitive makes, brands or types in the invitations to bid. Such lists shall also include the phrase "or

equal" to permit bidders to bid on alternate or additional makes, brands or types. It shall be incumbent on each such bidder to prove to the satisfaction of the county that the alternate or additional make, brand or type which he offers is equal in quality or performance to those listed in the invitation to bid.

(c) When the county requires supplies, materials or equipment which are patented or proprietary and are not obtainable in other competitive makes or brands, it is appropriate to use a proprietary specification when the desired product must be compatible with or is an integral component of existing equipment or products, or when prequalification of products is necessary to support a specific need of a program; is covered by a patent or copyright; must yield absolute continuity of results; or is one with which a user has had extensive training and experience; and the use of any other similar piece of equipment would require considerable reorientation and training. Upon solicitation, every effort must be made to obtain full competition among the distributors which carry the manufacturer's product. The determination for the use of a proprietary specification shall be made in writing and submitted with the requisition, and must be included in the procurement file.

(Ord. No. 93-6, § 2-88, 1-24-94)

Sec. 2-342. Availability of funds.

Except in emergencies as defined in section 2-336(a), no notice of award of contract shall be issued, no contract shall be signed, and no open market purchase order shall be issued, until the director of finance shall have certified that the unexpended balance in the appropriation or appropriations concerned is sufficient to defray the amount of such contract or purchase order.

(Ord. No. 93-6, § 2-89, 1-24-94)

Sec. 2-343. Unlawful purchases.

(a) If any agency purchases or contracts for any supplies, materials, equipment or contractual services contrary to the provisions of this article, such purchase order or contract shall be void and of no effect. The head of the agency making such purchase transaction shall be personally liable for the amount of such purchase order or contract, and, if already paid for out of county funds, the amount thereof may be recovered in the name of the county in an appropriate action therefor.

(b) It shall be unlawful for any agency to split its requirements for supplies, materials, equipment and contractual services into estimated amounts of less than \$15,000.00 in order to evade the provisions of section 2-339.

(Ord. No. 93-6, § 2-90, 1-24-94)

Sec. 2-344. Personal purchases.

Purchases of supplies or equipment for the personal use of an official or employee of the county shall be made by the county purchasing agent, or by an agency to which he has

voluntarily given an exemption in accordance with section 2-335, only when the item or items are required parts of a worker's equipment and are necessary to the successful performance of the duties of such county official or employee.

(Ord. No. 93-6, § 2-91, 1-24-94)

Sec. 2-345. Gratuities.

(a) The acceptance of any gratuity in the form of cash, merchandise or any other thing by an official or employee of the county from any vendor or contractor shall be deemed to be a violation of this article, and shall be cause for removal or other disciplinary action.

(b) The offer of any gratuity to an official or employee of the county by any vendor or contractor, or prospective vendor or contractor, shall be cause for declaring such individual or firm to be an irresponsible bidder and for debaring him from bidding, as provided by section 2-346.

(Ord. No. 93-6, § 2-92, 1-24-94)

Sec. 2-346. Debarment of irresponsible bidders.

The county purchasing agent may determine and declare a bidder to be irresponsible for the reasons cited in the definition of the term "irresponsible bidder" found in section 2-332 and section 2-347; may remove his name from the bidders' list; and may debar him from bidding for a reasonable period, or not less than one year. Such debarred bidder shall be furnished with a statement of the reasons therefor.

(Ord. No. 93-6, § 2-93, 1-24-94)

Sec. 2-347. Inspection.

(a) The receiving agencies shall inspect deliveries of supplies, materials and equipment or the furnishing of contractual services to ensure their conformance with the specifications set forth in the purchase order or contract.

(b) Any agency which has the necessary facilities and staff for adequate inspection may be authorized and directed by county council, on the recommendation of the county purchasing agent, to inspect deliveries made to other agencies.

(c) The county purchasing agent shall have authority to require chemical and physical tests of samples submitted with bids and samples of deliveries to the extent necessary to determine their quality and conformance with the specifications. For such tests, the county purchasing agent shall have authority to make use of laboratory facilities of any agency or to engage the services of any outside laboratory.

(Ord. No. 93-6, § 2-94, 1-24-94)

Sec. 2-348. Storerooms.

The county warehouse supervisor shall operate central stores/warehouse which contains common use items. He shall be charged with safekeeping, proper storage and handling of all

supplies, materials and equipment therein. He shall maintain a perpetual inventory system showing the quantitative amounts and monetary value. A fixed asset inventory of each department shall be conducted within a three-year period. Operating procedures for the central stores/warehouse operation will be prepared for control and safeguarding of supplies, materials and equipment in the central warehouse, including the maintenance of a perpetual inventory system showing the quantitative amounts and monetary values of the inventories. (Ord. No. 93-6, § 2-95, 1-24-94)

Sec. 2-349. Surplus, obsolete and waste commodities.

(a) All agencies shall submit to the county purchasing agent at such times and in such form as he shall prescribe, reports showing stocks of all supplies, materials and equipment which are no longer used or which have become obsolete, worn out or scrapped. The county purchasing agent shall have authority to transfer any such commodities which are usable to another or other agencies in lieu of filling requisitions for the purchase of new and additional stock of the same or similar articles.

(b) The county purchasing agent shall have authority to sell all such supplies, materials and equipment which cannot be used by any agency or which have been found by the county administrator not to be required for public use; or to exchange or trade in such articles in part or full payment for new supplies, materials or equipment of a similar nature. Any such sale, exchange or trade in shall be made in accordance with section 2-338 or 2-339, whichever is applicable.

(c) The county sheriff's department shall be responsible for the sale of all confiscated equipment, automobiles, bikes, etc., pursuant to applicable state law. However, upon request of the sheriff's department, the purchasing agent may sell such confiscated property during any auction sale being sponsored by the county.

(Ord. No. 93-6, § 2-96, 1-24-94)

Sec. 2-350. Competitive sealed proposals.

Notwithstanding any other provisions of this article, competitive sealed proposals may be used in the procurement of goods, services and construction in the manner provided for in this section:

- (1) *Conditions for use.* When the county council determines that the use of competitive sealed bidding in procurement of particular goods, services or construction is either not practicable or not advantageous to the county, it shall instruct the county administrator, or such other persons or entities as designated by the county council, to utilize the competitive sealed proposals procedure established in this section to contract for and procure the particular goods, services or construction required by the county.
- (2) *Request for proposals.* Proposals shall be solicited from at least three qualified sources, when such sources are reasonably available, through a request for proposals. A request for proposals is a written or published solicitation for proposals to provide goods, services or construction, as described therein. Evaluation factors upon which the

proposals will be evaluated for award of the contract shall be stated in the request for proposals. Price shall be one of the evaluation factors, but it shall not be the sole basis for award of the contract.

- (3) *Public notice.* Public notice of the request for proposals shall be given at a reasonable time prior to the date set forth therein for the receipt of proposals. Such notice may include utilization of bidders' lists or publication in a newspaper of general circulation in the county.
- (4) *Receipt of proposals.* Proposals shall be opened publicly in the presence of one or more witnesses at the time and place designated in the request for proposals. Only the names of the offerors shall be disclosed at the proposal opening. Contents of the proposals shall not be disclosed during the negotiation process. Proposals shall be open for public inspection after contract award, except that proprietary or confidential information in any proposal that is clearly marked "confidential" by the offeror shall not be disclosed without written consent of the offeror.
- (5) *Evaluation factors.* The request for proposals shall state the relative importance of price and of each other evaluation factor but shall not require numerical weighings of each factor. The evaluation factors shall be examined with respect to each proposal in determining which proposal is most advantageous to the county. There are no restrictions on the kind or number of evaluation factors that may be used, as long as they are stated in the request for proposals and relate to the purpose of the procurement.
- (6) *Negotiation with responsible offerors and revisions to proposals.* Negotiations may be conducted with any offerors submitting a proposal that appears eligible for contract award (based upon the evaluation factors) for the purpose of clarification to assure full understanding of and responsiveness to the requirements of the request for proposals. Offerors shall be accorded fair and equal treatment with respect to opportunity for discussion and revision of proposals. Revisions in proposals may be permitted after their submission and prior to contract award for the purpose of obtaining best and final offers. In conducting negotiations, there must be no disclosure of any information derived from proposals submitted by competing offerors.
- (7) *Award.* Award shall be made to the responsive offeror whose proposal is determined to be the most advantageous to the county, taking into consideration price and the other evaluation factors set forth in the request for proposals. No other factors or criteria may be used in evaluation and there must be adherence to any weighings specified for each factor in the request for proposals. If the county council or its designee should determine that none of the proposals are advantageous to the county, the county shall have the absolute right to reject any and all proposals. The contract file shall contain the basis on which the award is made and be sufficient to satisfy external audit.
- (8) *Negotiations after unsuccessful competitive proposals.* When the price of all proposals received pursuant to a request for proposals appears to be unreasonable, or the price of the lowest proposal exceeds available funds as determined by the county council or

its designee, and time or other circumstances do not permit the delay required to resolicit for competitive sealed proposals, a contract may nevertheless be negotiated, provided that:

- a. Each offeror who submitted a proposal under the original solicitation is notified and given reasonable opportunity to negotiate; and
- b. The negotiated price must be within the limits of available funds as determined by the county council or its designee.

(Ord. No. 93-6, § 2-97, 1-24-94)

PROCUREMENT PROCEDURES AND REGULATIONS

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INTRODUCTION

This manual is provided as a guide to all Departments/Agencies of Lexington County for the procurement of materials, supplies, equipment and services required in their respective operations, and for the budgetary control of the costs of purchases

Every transaction between a buyer and a seller involving the transfer of property is a contract. Some contracts are of the simplest form, while others are made the subject of lengthy written agreements defining in technical terms the nature of the material, method of payment, and other contractual conditions.

From the inception to the consummation of a transaction between a buyer and a seller, many important issues are involved; and the proper handling of these and the administering of the business features connected with them are vital factors in the successful completion of the transaction.

For these reasons, the authority and responsibility of purchasing rests with the Procurement Services. This places the responsibility on those who have the interest and the skill to do the work properly and whose primary concern is in the performance of this special task. It permits the establishing of uniform policies with respect of seller relationships.

The objectives of the Procurement Services of Lexington County are as follows:

- ✓ Assurance of continuity of supply to meet the service needs
- ✓ Avoidance of duplication and waste through standardization.
- ✓ Maintenance of required quality standards in goods and services purchases.
- ✓ Development of a cooperative environment between Purchasing and the agencies and departments served.
- ✓ Administer the purchasing function with internal efficiency.
- ✓ Purchase of goods and services at the lowest price, consistent with quality performance, and delivery requirements.
- ✓ Dispose of, to the best advantage, all material and equipment declared to be surplus or obsolete.
- ✓ Shall conduct business with vendors in a manner above reproach in every respect.
Transactions relating to the expenditure of public funds require the highest degree of public trust.

PROCUREMENT AUTHORITY AND RESPONSIBILITY

1. GENERAL:

Public purchasing embraces a fundamental obligation to the general public to ensure that procurements are accomplished in accordance with the intent of the laws enacted by the appropriate legislative body. The intent of the Lexington County Council is set forth in the Article V of the Code of Ordinances. The ordinance applies to contracts for the procurement of supplies, services and construction, entered into by the County of Lexington. It shall apply to every expenditure of public funds by the County for public purchasing irrespective of the source of the funds. When the procurement involves the expenditure of Federal assistance or contract funds, the procurement shall be conducted in accordance with any applicable mandatory Federal law and regulations which are not reflected in these procedures. Nothing in these procedures shall prevent the County from complying with the terms or conditions of any grant, gift or bequest which are otherwise consistent with law.

Competitive procurement requires time and administrative effort; it does not guarantee that a department or agency's preferred brand or vendor will be selected. Conducted properly, competitive procurement responds to user needs, results in public confidence in the integrity of public purchasing, and generally brings the most favorable prices.

The County of Lexington Code of Ordinances, Article V, directs the Purchasing Agent (Procurement Manager) to prepare procedural regulations to amplify the provision of this article and provides that such regulations shall have the force of law.

The County of Lexington has adopted operating procedures consistent with the policies of the County Council in managing the commitments of funds entrusted to the county.

The acquisition of supplies, equipment and services necessary for the every day operation of the County is the responsibility of Procurement Services, operating under the direct supervision of the Director of General Services.

This guide is provided as a tool to assist you in working with Procurement Services. The guide may be used as a reference to answer specific questions. It may be updated periodically to reflect changes in the County Code, or operating policies and procedures. Suggestions for procedural changes or for additional information to be contained in this guide should be submitted to the Procurement Manager.

2. AUTHORIZATION AND RESPONSIBILITIES:

The Procurement Manager is the County of Lexington's agent for the purpose of entering into contracts for the procurement of goods and services. The Procurement Manager or his designee are the only individuals authorized to sign purchase orders or contracts on behalf of the County. It is the responsibility of Procurement Services to assure the Administration and members of County Council that purchases are made in a legal, ethical and professional manner, and that they are made

in compliance with the County Ordinance and other policies governing these actions. Anyone other than the Procurement Manager who sign contracts which commit the County of Lexington may be assuming personal liability for the commitment.

3. **RESPONSIBILITIES AND DUTIES:**

The Procurement Manager is responsible for establishing and administering, purchasing policies, as approved by the Lexington County Council; approving term contracts, consolidating purchases of like or common items, analyzing prices paid for materials, equipment, supplies and services, and generally defining how to effect cost savings and coordinate purchasing procedures for Lexington County.

Specific responsibilities, duties and functions include:

- a. Purchase all supplies, materials, equipment and contractual services required by the agencies in amounts or estimated amounts of fifteen thousand dollars (\$15,000.00) or less, and submit to the county administrator for award, and thereafter execute contracts for all purchases of supplies, materials, equipment and contractual services in amounts or estimated amounts greater than fifteen thousand dollars (\$15,000.00) and less than twenty-five thousand dollars (\$25,000.00), and submit to county council for award, and thereafter execute contracts for all purchases of supplies, materials, equipment and contractual services in amounts or estimated amounts of twenty-five thousand dollars (\$25,000.00).
- b. Negotiate contracts for personal services and submit them for approval and award
- c. Develop, with the approval of the county attorney as to legal sufficiency, standard forms and conditions of invitations to bid and purchase orders and contracts; develop, and prescribe the use by agencies of other forms required in carrying out the provisions of this article; and amend or eliminate any such forms.
- d. To develop and use those types of contracts and purchase orders which will reduce to the minimum the accompanying paper work and which, in other respects, will be most advantageous to the county.
- c. To the greatest extent possible, to make full utilization of the purchasing services provided through the South Carolina Division of General Services, Materials Management Office, i.e. S. C. State Contracts.
- f. Develop purchasing objectives, policies, programs and procedures for the purchase and acquisition of all materials, supplies, equipment and services.
- g. Act as Lexington County's representative on all matters pertaining to purchasing.
- h. Use standard specifications wherever they are applicable to purchase orders and contracts; and insure compliance with such specifications through adequate inspection of deliveries.
- i. Consolidate purchases of like or common items to obtain the maximum economical benefits

and cost savings, and explore the possibilities of buying "in bulk" to take full advantage of quantity discounts.

- j. Surplus Property: Transfer between departments/agencies supplies, materials and equipment which are no longer needed by a holding agency but which can be used by the receiving agency.

Exchange, trade in or sell those supplies, materials and equipment which are surplus, obsolete or unused and which are found by the county administrator not to be required for public use.

- k. Standardization: Work with other divisions to establish standardization of materials, supplies and equipment where practicable.
- l. Supplier Relations: Promote good will and public relations between Lexington County and its suppliers. Encourage full and open competition wherever possible.
- m. Budget: Prepare and submit the annual operating budget for Procurement Services.
- n. Purchasing Analysis: Keep informed of current developments in the field of purchasing, prices, market conditions and new products, and secure for the County the benefits of research conducted in the field of purchasing by other governmental jurisdictions, national technical societies, professional purchasing associations, trade associations having national recognition, and by private businesses and organizations
- o. Purchasing Manual: Prescribe and maintain a standard purchasing manual for all using agencies.
- p. Vendor's Commodity Listing: Prepare, adopt and maintain a Vendor Commodity Listing. Said listing shall contain description of vendor's commodities.
- q. Disqualification of Bidders: Have the responsibility to ascertain the identity of all vendors who default on their quotations to the County and to make no purchases from said vendors for a period of up to one year unless default assessment has been satisfied or unless waived by the County Administrator.

4. INTER-DEPARTMENTAL RELATIONS:

Cooperation and understanding between departments is essential in the effective operation of Procurement Services. Procurement Services will at all times establish and maintain close liaison with other departments in order to meet their purchase needs and requirements. It must be emphasized, however, that in most instances, Procurement Services does not determine the requirements for a particular purchase. In cases where technical equipment, specifications, plans or designs are involved, the department concerned will indicate their requirements and all purchasing actions will be coordinated with the user department prior to the issuance of a formal purchase order or contract.

a. Purchasing Division's Responsibilities:

1. To become acquainted with the needs of all departments and divisions.
2. To aid and cooperate with all departments in meeting their needs for operating supplies and equipment at the least cost to Lexington County.
3. To assist in the preparation of specifications for all requirements.
4. To locate the sources and availability of needed products.
5. To process all requisitions and purchase orders with the least possible delay.
6. To work with the supplier in correlating all the steps involved in completing a purchase, including purchase order follow-up and tracing.
7. To assist the department with any difficulty after the product has been delivered or service has been rendered.

b. User Department's Responsibilities:

1. Allow ample time for Procurement Services to place the order and for the supplier to deliver.
2. Write clear and accurate description of materials and equipment to be purchased.
3. Prepare specifications that require a technical or engineering background.
4. List anticipated requirements in advance, when possible.
5. Keep Procurement Services advised of any abnormal demands.
6. Under no circumstances is Procurement Services to be obligated by departments in any manner whatsoever.
7. Cooperate with Procurement Services by reporting in writing the results of purchases--either favorable or unfavorable. If you have complaints, REPORT

THEM.

8. Advise Procurement Services of any known qualified supplier. Provide complete vendor name, address and telephone number of new suppliers.
9. Verify that all charges on the requisition are properly coded as to department and object codes.
10. Be sure that funds have been allocated and are available in the proper object codes to support purchases. If the charge code is incorrect and/or sufficient funds have not been allocated or are not available, the requisition will be returned to the user department.
11. When obtaining quotes, supply the first and last name of the person submitting the quote.
12. Be sure the purchase is for a "public purpose".

5. VENDOR RELATIONS:

- a. When necessary, in order to interview salesmen regarding details of their product, other divisions and departments should request such visits through Procurement Services. In interviews with salesmen, no one shall commit to preference for any product or service or give any information regarding performance or price.
- b. All correspondence with suppliers will be through Procurement Services except in special cases where technical details involved make it advisable to delegate authority to others. In such cases, Procurement Services must receive copies of correspondence.
- c. Any quotations or specific information received from vendors relative to any item under consideration for purchase must not be divulged, except when state regulations or County laws make such disclosures permissible, until after a purchase has been issued.
- d. All bidders must be afforded equal opportunities to quote so that all bidders can compete on equal terms.
- e. New sources of supply will be given due consideration because multiple sources of supply are necessary to ensure competition, continuity of supply and availability of materials. The County will buy from any vendor who exhibits adequate financial strength, high ethical standards, a record of adhering to specifications, maintains shipping promises, and gives a full measure of service.
- f. The county will strive to maintain strong and enduring relationships with vendors of proven ability and a desire to meet our needs. To accomplish this, our purchasing activities will be conducted so that all vendors will value our business and make every effort to furnish our requirements on the basis of the most economical quantity, suitable quality, timely delivery, adequate service, and lowest possible price.

- g. Gratuities. The acceptance of any gratuity in the form of cash, merchandise or any other thing by an official or employee of the county from any vendor or contractor, shall be deemed to be a violation of this article and shall be cause for removal or other disciplinary action. The offer of any gratuity to an official or employee of the county by any vendor or contractor, or prospective vendor or contractor, shall be cause for declaring such individual or firm to be an irresponsible bidder and for debarring him from bidding.

GENERAL PROCUREMENT POLICIES

1. **General:** The following policies shall govern the procurement of goods and services for the County in accordance with the existing Purchasing Ordinance:
 - a. All requests for prices or services, and all purchases will be made through and by Procurement Services except as otherwise exempted by the County Administrator or Lexington County Council. In some instances, authority to request prices may be delegated to others.
 - b. Acceptance of gifts, other than advertising novelties, is strictly prohibited. Acceptance of elaborate entertainment is also prohibited. No employee shall become obligated to any supplier and shall not conclude any County transaction from which they may personally benefit.
 - c. No employee or officer of the County shall be prohibited from purchasing, at public auction authorized by law, used goods or materials from the County on the same basis as are all other members of the public.
 - d. No contract, purchase, or group of requisitions shall be subdivided to avoid bid and quotation requirements.
 - e. It is unlawful for a County officer or employee to order the purchase of any materials, supplies, equipment, and contractual services, or make any contract other than through the Procurement Manager, and any purchase, order or contract made contrary to the provisions hereof shall be deemed an unauthorized purchase.
 - f. In cases of extreme emergency, and only in such cases, an exception to the above policy may be made with the understanding that the person authorizing the emergency order will personally assume the responsibility of immediately following up the verbal order given by himself/herself or his/her authorized representative, with proper justification in written form and the proper requisition. In cases of emergency, the requestor shall, if possible, contact Procurement Services prior to placement of the order with the vendor.
 - g. All open market purchases shall be awarded to the lowest responsible bidder and all open market sales shall be made to the highest responsible bidder.

2. **PURCHASE REQUISITION:**
 - a. **Purpose:** The Purchase Requisition serves to inform Procurement Services of the needs of the user department/division and to correctly define the material requested. In addition, the

signed requisition signifies authority to charge a specific account number and that there are sufficient funds available in the account specified.

- b. Preparation Requisitions shall be prepared far enough in advance to permit Procurement Services to obtain competitive prices, and to allow sufficient time for deliveries to be made.
- c. Lead Time: The following minimum time requirements are necessary to secure competitive prices after receipt of requisition(s) and correct specifications by Procurement Services.
 - 1. Two to three days for items not requiring formal quote (under \$1,500).
 - 2. Three to seven days for verbal quotes or written bids (\$1,500 - \$15,000).
 - 3. Two to four weeks for items upon which advertising is not required, but will be formally bid (\$15,000 up).
 - 4. Six to eight weeks for items requiring formal bids, advertising and county council approval (\$25,000 up).
- d. Special Situations: Requisitions on which special handling is desired for the purchase of materials to prevent downtime in any operation in a department, but which are not strictly emergencies may be hand-carried or walked through channels in the interest of saving time. These must be held to a minimum and shall be used only in cases of required purchases under \$5,000 with a justification as to urgent need indicated on the front page of the requisition. Note: Competitive verbal pricing shall then be obtained by Procurement Services on all requisitions whenever possible prior to issuance of the purchase order.
- e. Requisition Forms: The requisition form (LCF-122) is an important communication tool between the end-user and Procurement Services. The form has been designed to control requests for all purchases of material and services, therefore, all acquisition requests must be submitted to Purchasing on this form. The requisition forms are pre-numbered and consist of two parts. The uses of parts are as follows.

Part 1-Original White Copy - Maintained in Procurement Services with the purchase order for their records.

Part 2 -Canary Copy - To be retained by the requesting department/agency for their records.

In order that the greatest utilization be gained from this form, it must be filled out completely. The following instructions are to be applied when completing the purchase requisition form:

- 1. DATE: Enter the date on which the requisition is prepared.
- 2. RECOMMENDED VENDOR AND ADDRESS Enter the recommended vendor and address to include the zip code.
- 3. WILL PICK UP/OTHER: All items will be delivered to Central Warehouse unless

otherwise specified for special handling. If you need to pick up the items listed, please indicate in this section. The typed purchase order will be sent to you. It will then be your responsibility to notify Central Warehouse when the items have been received.

4. REQUIRED DELIVERY DATE: If necessary for a specific project, enter the required delivery date. Be realistic and consider the lead time and delivery. Use a date such as May 30, 19___. Avoid ASAP, Immediate or Rush. Where we feel we cannot meet your date, we will advise you so you may choose another course of action or obtain a more realistic date.
5. TOTAL AMOUNT: This space is for Purchasing Office use only.
6. DEPARTMENT: Enter the Department name.
7. ACCOUNT CODE: Enter the accounting code for your department/division to include cost center and object code. Ensure funds availability.
8. REQUISITIONED BY: Enter the name of the person that will be receiving the goods or services.
9. QUANTITY: Enter the amount desired for each item on the requisition.
10. UNIT: How is item packaged - each, set, doz., pk., ream, etc..
11. DESCRIPTION: The description should be specific and complete, so that the item will be easily identified. Description should include manufacturer, model number, color or size if applicable, special consideration, etc. Complete justification is required when no substitutes are desired. When any item requisitioned has to be compatible with existing equipment, the reason must be clearly explained in the requisition, and a request for a specific brand or model (permitting no substitute) must be fully justified.
12. UNIT PRICE: Include your best estimate of what you think it will cost or what you are willing to spend. If a quote is received, indicate the person's name that gave the quote.
13. EXTENSION: Multiply unit price by quantity and enter total. Tax must be added after a subtotal at the bottom of the order.
14. APPROVAL: Form must be signed by the Department Head or Designee.

Requisitions should be carefully reviewed before mailing to the Purchasing Office. Accuracy is most important - make sure that the requisition is fully legible.

- f. Routing: A standard requisition form containing an original with one copy is to be used to make requests for all purchases and services.

1. The requisitioning department will prepare the requisition retaining the yellow copy in a suspense file and forwarding the original copy through the proper channels necessary to complete authorization for the purchase.
2. Upon receipt of the requisition in Procurement Services, quotations, bids, and county commodities or services will be obtained and the purchase order will be issued.

g. General Information:

1. The Procurement Manager or designee has the authority and the responsibility to review requisitions to insure that specifications are not unduly restrictive and prohibit reasonable competition. Incomplete, inaccurate or unduly restrictive requisitions may be returned to the requestor for correction, revision, and/or explanation.
2. If there are insufficient funds for the purchase, the requisition may be returned to the ordering department.
3. When any item requisitioned has to be compatible with existing equipment, the reason must be clearly explained in the requisition, and a request for a specific brand or model (permitting no substitute) must be fully justified.
4. Requisitions should be carefully reviewed before mailing to the Purchasing Office Accuracy is most important - make sure that the requisition is fully legible.

3. RESPONSIBILITY FOR SPECIFICATIONS:

The preparation of specifications is the joint responsibility of Procurement Services and the using department or division. Specifications shall permit competition except on non-competitive materials or services. In general, specifications should define the level of performance required rather than specific brand name. For the benefit of vendors and the department, specifications must be clear and concise.

4. REVIEW OF SPECIFICATIONS:

Prior to issuance of bids or processing of requisitions with specifications attached, review of the specifications for certain commodities and services shall be made by other departments within the County to assure open competitive bidding and up-to- date specifications. Some examples are as follows:

<u>Type of Equipment/Service Requested</u>	<u>Department Review</u>
Computers/Hardware and Software	Information Services
Vehicles	Fleet Services

Radios/Communication Equipment Public Safety / Communications

Building Construction and Maintenance Building Services

Microfilm Equipment Microfilm Department

5. **REQUISITION YEAR END CUTOFF DATE:**

Requisitions for purchases to be charged to each fiscal year must be received by Procurement Services early enough to allow for processing and delivery prior to June 30. Procurement Services will publish a cut off date annually. The cut off date will be the first part of May of each year. Exceptions can be made for emergencies, in which case the requisition must be accompanied with proper justification. Time must be allowed to complete the delivery, submit the invoice and process payment by June 30. Vendor delivery on requisitions received late may not be made until the new fiscal year which would then require payment from the new fiscal year funds. Please keep in mind that a longer lead time is required for procurements made by competitive sealed bidding.

6. **VENDOR LIST:**

Procurement Services will maintain a "Vendor List" of those manufacturers, suppliers, agents, etc., who desire to be placed on the Vendor List. A prospective bidder will be placed on the Vendor List by submitting a completed vendor application form available from Procurement Services.

Failure of a vendor to respond to three (3) successive invitations to bid, or at the vendor's request for a minimum of six (6) months. Vendors will be notified in writing that they are being removed from the list. Such notification must provide the reason for removal. Vendor may re-apply to be added back to the bidders list after the assessed time has passed.

7. **PURCHASE ORDERS:**

- a. Purpose: A purchase order authorizes the vendor to ship and invoice the materials and services as specified. Purchase orders shall be written so that they are clear, concise and complete. This will prevent any unnecessary misunderstanding and correspondence with suppliers.
- b. When Issued: Computer generated numbered purchase orders shall be issued upon receipt of an acceptable requisition and after receipt of competitive bids, determination whether funds are available, and after Council approval as necessary.
- c. Who Issues: Only Procurement Services shall issue purchase orders. The using division will not enter into negotiations with any supplier for the purchase of supplies, materials or equipment. All purchase orders shall be transmitted to the supplier by Procurement Services.
- d. Routing of Order: A standard purchase order form, containing copies, is used to make all purchases and is routed as follows:
 1. White original copy: Mailed to vendor (to include any enclosures, etc.) by the Purchasing

Division.

2. Green copy: Payable copy retained by Purchasing until receiving report and invoicing are received and processed for payment.
3. Canary copy: To department originating the requisition (for information and filing).
4. Blue copy: Retained by Purchasing and filed with purchase requisition and bid information alphabetically by vendor.
5. Pink copy: To Central Stores/Warehouse to be retained until receipt of items. Receiving signatures are obtained and pink copy is returned with any packing slips to Procurement Services as the receiving document.
6. Goldenrod: To Central Stores/Warehouse for filing and future reference.

8. **CHANGE ORDERS:**

A Change Order to a Purchase Order is handled in much the same way as the issuance of a Purchase Order. The department requesting the Change Order shall submit to Procurement Services a change order request form LCF769 indicating the complete justification for the changes, i.e., increase in quantity, addition of freight charges, addition or deletion of items, etc. Change Order requests that list a price change with no explanation for the increase or decrease will be returned to the originator. In the event that a Change Order is to be issued against a Purchase Order which was placed as a result of County Council action, this Change Order must be processed through the County Administrator for approval of the change.

9. **EXPEDITING AND FOLLOW-UP:**

On a periodic basis, Procurement Services shall make inquiry to the vendor as to the status of a particular order after issuance. Special follow-up may be requested by the ordering department.

10. **DIFFICULTIES AFTER RECEIPT OF SERVICE OR ITEM:**

Procurement Services shall handle with the vendor any problems or difficulties with received items or services.

11. **PREPAYMENT PROCEDURES:**

Purchase Orders may be issued on items requiring prepayment. Departments/Divisions must attach the original documents, showing prepayment required, to the requisition prior to forwarding to the Purchasing Division

12. **REGISTRATION FEES AND TRAVEL:**

Registration fees and other travel expenses are submitted on a Trip Request and processed by the Finance

Department.

13. INSPECTION:

- a. The receiving agencies shall inspect deliveries of supplies, materials and equipment or the furnishing of contractual services to insure their conformance with the specifications set forth in the purchase order or contract.
- b. Any agency which has the necessary facilities and staff for adequate inspection may be authorized and directed by County Council, on the recommendation of the County Procurement Manager to inspect deliveries made to other agencies.
- c. The County Procurement Manager shall have authority to require chemical and physical tests of samples submitted with bids and samples of deliveries to the extent necessary to determine their quality and conformance with the specifications. For such tests, the County Procurement Manager shall have authority to make use of laboratory facilities of any agency or to engage the services of any outside laboratory.

14. BLANKET ORDERS:

- a. Definition: A blanket purchase agreement is a simplified method of filling anticipated needs for small quantities of supplies and services with qualified sources of supply. This will reduce administrative costs in accomplishing small purchases by eliminating the need for issuing individual purchase orders. All competitive sources will be given an equal opportunity to furnish supplies or services under such agreements. The authority to issue blanket purchase agreements is vested only in Procurement Services.
- b. Terms and Conditions: Blanket purchase agreements must contain the following provisions:
 1. Description of agreement - a statement that the supplier shall furnish goods and services, described therein in general terms, if and when requested by the Procurement Manager of his designated representative(s), during a specified period and within a stipulated aggregate amount, if any. Blanket purchase agreements may encompass all items that the suppliers is in position to furnish.
 2. Extent of obligation - a statement that the County is obligated only to the extent of authorized calls actually placed against the agreement.
 3. Notice of individuals authorized to place calls and dollar limitations.
 4. Delivery tickets - a requirement that all shipments under the agreement shall be accompanied by delivery tickets or sales slips which must contain the following minimum information.

- Name of supplier (business name);
- Blanket purchase agreement number;
- Date of sale;
- Itemized list of goods or services furnished;

- Quantity, unit price, and extension of each item, and
- Date of delivery or shipment.

5. Invoices - An itemized invoice shall be submitted at least monthly or upon expiration of the agreement, whichever occurs first, for all deliveries made during a billing period and for which payment has not been received.
6. Receipt and Acceptance - Acceptance of supplies or services shall be indicated by signature and date. A sales slip or delivery ticket may be used for this purpose.
7. Review Procedures - Blanket purchase agreement files will be reviewed at least semi-annually to assure that authorized procedures are being followed. Such agreements shall be issued for a period not longer than one (1) year

15. **OVER-THE-COUNTER ORDERS:**

- a. Purpose: To provide for emergency use, to properly authorized personnel, means for securing over-the-counter delivery of miscellaneous hardware, repair parts, and similar items when the need arises in the vicinity of a source of supply. An emergency shall be deemed to exist when a break down in machinery or if an essential service occurs, or when unforeseen circumstances arise, including unanticipated volume of work.
- b. Authorization: Pre-numbered order books shall be issued by the Procurement Manager, to authorized personnel only. Department Heads shall provide written request and justification for authorized personnel to draw order books. Additional books shall be issued only after used order books have been returned to the County Procurement Manager who shall file for future reference. Without used order book new issue may not be made.
- c. Procedure: An over-the-counter purchase order is issued and countersigned by the person the book was issued to. The counter order is then physically hand delivered to the vendor for pick up. An invoice or delivery ticket should be obtained at that time, signed and dated as when received, and attached to the pink copy to be turned in to Procurement Services for payment. Items shall not be back ordered on counter orders. There should only be one pick up per counter order issued. Counter orders are not used for stocking supplies or for office supplies.
- d. Distribution: The original white copy will be given to the vendor; the goldenrod copy will go to the department, the pink copy will be attached to the invoice, approved and sent to Purchasing for payment and the canary copy will remain in the order book as a permanent record.
- e. Monetary Limits: Available order books are limited to the monetary value of \$100.00. It shall be unlawful for any agency to split its requirements and use two (2) or more orders to evade the monetary limits of these orders. The use of these orders shall be limited to the amounts and to the authority of person assigned an order book by numbers accountable to that person or authority of that use could be rescinded by the County Procurement Manager.
- f. Accountability: Numbers from each order book shall be logged by the Procurement Manager, who shall require the person receiving that order book to sign in the space provided before physically receiving that order book.

- g. Verification: Accounting copy of the order shall be verified by the Department Head or his authorized representative for cost, account charged and merchandise purchased. This shall be accomplished by signature or initialing. Order is then forwarded to the County Procurement Manager for further verification and attaching of proper invoice and forwarded to the Department of Finance for payment.

16. **UNAUTHORIZED PURCHASES:**

Procurement Services is the only unit in the County authorized to procure supplies, materials, equipment and contractual services required by the agencies except as provided for in Section 2-82 of Article V of the Lexington County Code of Ordinances and in the policy on petty cash. Procurements made contrary to the provisions of this article shall be considered an unauthorized and unlawful purchase. The head of the agency making such purchase transaction shall be personally liable for the amount of such purchase order or contract unless waived by the County Administrator.

Payment of unauthorized purchase invoices shall only be made upon receipt of a waiver form the County Administrator. To request a waiver, a memo from the responsible department head along with all pertinent paperwork, shall be addressed to the County Administrator with an explanation as to why the purchase was made without following purchasing policies and procedures. If a waiver is granted, all paperwork shall be forwarded to Procurement Services for processing.

3

METHODS OF PROCUREMENT

1. SMALL PURCHASES

- a. Single Quotation: Repetitive type items where the estimated cost of the materials, equipment, or supplies is less than \$1,500.00 may be made without competition if price is deemed to be fair and reasonable. Additional competition may be obtained whenever there is a reason to believe a quotation is not a fair and reasonable price.
- b. Telephone Quotes: Purchases where the estimated cost of the materials, equipment, or supplies is over \$1,500.00 and less than \$5,000.00 may be made upon receipt of a minimum of three verbal or written bids and are recorded on a bid tabulation.
- c. Written Quotes: Purchases where the estimated cost of the materials, equipment, or supplies is over \$5,000.00 and less than \$15,000.00 may be made upon receipt of a minimum of three written bids and are recorded on a bid tabulation.

2. COMPETITIVE SEALED BIDDING:

Written Invitations for Bids (IFB) will be mailed to prospective bidders for purchases over \$15,000, and such IFB's shall be opened at a pre-determined time and date. Sole Source, proprietary and emergency purchases are exempted with prior approval of the Procurement Manager. IFB's, documented completely, shall be maintained in a file with the purchase order.

Source selection is often obtained from responsible prospective suppliers on our vendor list, publications and catalogues, suggestions from division heads, previous suppliers, etc. Procurement Services shall attempt to secure at least three (3) competitive bids.

A tabulation of all bids received shall be available for public inspection in the main offices of Procurement Services during regular business hours for thirty (30) days after bid award. Vendors filing protest of award must do so within a 72 hour period after bid award.

The Procurement Manager shall have the right to reject all bids and request the entire transaction be redid.

a Bid Invitations:

The Invitation to Bid is sent or placed in the hands of prospective bidders. Notice of bid shall be advertised and posted in Procurement Services. The notice should contain the following instructions and information:

1. Instructions and information to bidders concerning the bid submission requirements,

including the time and date set for receipt of bids, the individual to whom the bid is to be submitted, the address of the office to which the bids are to be delivered/mailed, the maximum time for bid acceptance by the County, and any other special information;

2. The purchase description, evaluation factors, delivery or performance schedule, and such inspection and acceptance requirements as are not included in the purchase description;
3. The contract terms and conditions, including warranty and bonding or other security requirements as applicable; and
4. Instructions to bidders to visibly mark as "confidential" each part of their bid which they consider to be proprietary information. Bidding time will be set to provide bidders a reasonable time to prepare their bids. A minimum of fourteen (14) calendar days shall be provided unless a shorter time is deemed necessary for a particular procurement as determined in writing by the Procurement Manager.

b. Bid Bond/Deposits:

When the Procurement Manager deems it necessary, bid bond/bid deposits shall be prescribed in the public notices inviting bids. Unsuccessful bidders shall be entitled to return of surety where the Procurement Manager has required such. A successful bidder shall forfeit any surety required by the Procurement Manager upon failure on his part to enter into a contract within ten (10) days after the award. He shall also be held liable for any cost in excess of his bid price which the county incurs in purchasing the commodities or services elsewhere. Bid Bonds and Performance Bonds may include cashier's checks.

When a bid guarantee is required and a bidder fails to furnish it in accordance with the requirements of the solicitation, the bid shall be rejected.

c. Prebid Conference:

Holding a conference or site visit early in the solicitation cycle provides an opportunity to emphasize and clarify critical aspects of the solicitation, eliminate ambiguities or misunderstandings, and permits vendor input. Prebid conferences/site visits shall be conducted with potential bidders or offerors when issuing solicitations for complex, large or critical requirements. Attendance at conferences or site visits may be optional or mandatory. When mandatory attendance is stipulated, only bids from those firms represented at the conference or visiting the site will be accepted. If a modification to the solicitation is required as a result of the conference or site visit, an addendum will be issued.

d. Canceling or Amending a Solicitation.

When canceling a written solicitation, notification should be mailed to all vendors who have been issued a solicitation and a copy of the notice publicly posted. Sealed bids received on canceled bids will be returned unopened. If it is necessary to amend a solicitation, an addendum shall be sent to all potential bidders or offerors who received a copy of the solicitation and a copy publicly posted. Signed acknowledge of addenda must be returned to the purchasing office prior to the time and

date of the opening or with the bid or proposal. When an addendum is issued which will require additional time for the vendor to prepare a solicitation response, the opening date should be extended.

e. Receipt of Bids:

All bids (including modifications/amendments) received prior to the time of opening shall be kept secure and, except as provided for under the heading "Unidentified Bids", unopened in a locked bid box. If an invitation for bids is cancelled, bids shall be returned to the bidders. Necessary precaution shall be taken to insure the security of the bid box. When bid samples are submitted, they shall be handled with sufficient care to prevent disclosures or characteristics before bid opening.

f. Unidentified Bids:

Unidentified bids may be opened solely for the purpose of identification. If a sealed bid is opened by mistake, the person who opens the bid will immediately write his/her signature and explanation of the opening, the date and time opened, the invitation of for bid's number and immediately deliver it to the Procurement Manager.

g. Bid Opening:

1. Procedures: The Procurement Manager or his designee shall decide when the time set for bid opening has arrived, and shall so declare to those present. He shall then personally and publicly open all bids received prior to that time and when practicable, read them aloud to those persons present and have the bids recorded. The following information is read aloud: bidders name, unit price or lot price as may be applicable, discount terms offered if discount terms are to be considered in making the award, and brand name and model number, if requested by the bid attendees. Questions on contents of other bidder's bids shall not be answered until after evaluation is complete and award has been made. The tabulation shall be open to public inspection.

2. Disclosure of Bid Information: Only the information disclosed by the County Procurement Manager or his designee at bid opening is considered to be public information under the Freedom of Information Act, Chapter 3 of Title 30, until award is made.

3. Postponement of Bid Opening. An amendment postponing the bid openings may be issued by the Procurement Manager as deemed necessary. An amendment will be mailed to all bidders that were mailed the original IFB.

- a. Causes beyond the control of bidders (i.e., flood, fire, accident, weather conditions);
- b. When emergency or unanticipated events interrupt normal county operations.
- c. Changes in specifications or scope of bids that would require additional time.

h. Telegraphic Bids:

Telegraphic messages are not acceptable for sealed bids since prices would be exposed prior to the deadline set for receipt. Telegraphic messages or facsimile transmission may be accepted only for unsealed bids and must be received by the purchasing office prior to the date and time specified in the solicitation.

When in the opinion of the Procurement Manager, the date for the opening of bids will not allow bidders sufficient time to prepare and submit bids on the prescribed forms or when prices are subject to frequent changes, facsimile bids may be authorized.

i. Bid Evaluation:

As soon as practical after the opening, the bids will be evaluated and an award made to the lowest responsive and responsible bidder who submits a bid that is deemed to be in the best interest of the county.

j. Responsible Bidder:

In determining a responsible bidder, a number of factors including but not limited to the following are considered. The vendor should:

1. be a regular dealer or supplier of the goods or services offered,
2. have the ability to comply with the required delivery or performance schedule, taking into consideration other business commitments;
3. have a satisfactory record of performance;
4. have a satisfactory record of integrity; and
5. have the necessary facilities, organization, experience, technical skills, and financial resources to fulfill the terms of the purchases order or contract.

k. Responsiveness of Bids:

To be considered for an award, a bid must comply in all material aspects with the invitation for bids. Responsiveness relates to compliance with the provisions of the solicitation, including specifications and terms and conditions. Failure to comply with the requirements set forth in the invitation for bids can result in a bidder being declared non-responsive, i.e. failure to sign the bid, substitution of vendor's terms, deletion of terms and conditions stated in the invitation for bids, failure to offer a product or service that meets the requirements of the invitation for bids, etc.

l. Price Unreasonableness:

Any offer may be rejected and rebid if the County Procurement Manager determines in writing that it is unreasonable as to price. This can be accomplished by comparison with previous procurements of the same type goods or service considering economic trends and quantities purchased. Purchasing Offices of other state or county agencies are good sources of pricing information.

m. Award of Bids:

In determining the lowest responsive and responsible bidder, in addition to price, there shall be considered the following:

1. The ability, capacity and skill of the bidder to perform the contract.
2. Whether the bidder can perform the contract within the time specified, without delay or interference
3. The character, integrity, reputation, judgment, experience and efficiency of the bidder.
4. The quality of performance on previous contracts.
5. The previous and existing compliance by the bidder with laws and ordinances relating to the contract.
6. The sufficiency of the financial resources to perform the contract to provide the service.
7. The quality, availability and adaptability of the supplies or contractual services to the particular use required
8. The ability of the bidder to provide future maintenance and service.
9. The discount terms and conditions of the bid.
10. Delivery time.

When necessary for the best interest of the County, bid criteria to determine acceptability may include inspection, testing, quality, workmanship, delivery and suitability for a particular purpose. Those criteria that will affect the bid price are to be given to each bidder.

Bid award recommendations wherein the award exceeds \$25,000 shall be submitted to the County Administrator with a request for approval by the Lexington County Council.

n. Single Response to a Solicitation:

Even though multiple sources are solicited, there are occasions when only one response is received for a solicitation. In such cases, the buyer should investigate to determine why other bidders or offerors did not respond and make a determination whether to award or to reject the bid or offer and resolicit. In addition, prior to award, the buyer must make a written determination that the price is fair and reasonable.

o. Cash Discounts:

Prompt payment discounts will normally not be considered in determining the lowest responsive bidder. If a bidder does offer a cash discount for prompt payment, this will not be considered in

evaluation, but should be included on the purchase order, and the discount taken if invoices are processed and payment made within the stipulated time frame. However, if the Procurement Manager knows that the County regularly processes payment within a prescribed time frame, such as 30 days, and wishes to consider cash discounts in the evaluation, then a statement must be included in the bid solicitation stating "cash discounts for prompt payment within 30 days will be considered in determining net low bid."

p. Tie Bids:

Award of all tie bids under \$25,000 value shall be made by the Procurement Manager. All tie bids in excess of \$25,000 shall be awarded by the Lexington County Council. Tie bids may be awarded to one of the bidders based on:

1. Availability or completion period
2. Service availability or facility
3. Previous vendor record
4. Closeness to the delivery point

Where tie bids are between bidders one of which is a business whose principal place of business is located in Lexington County and the other bidder is not, the recommended award shall be to the Lexington County bidder. All conditions equal, draw lots or flip coin. The coin toss must be witnessed and the results recorded .

q. Rejection of Bids:

1. Application: Unless there is a compelling reason to reject one or more bids, award will be made to the lowest responsible and responsive bidder with other provisions listed under "award". Every effort shall be made to anticipate changes in a requirement prior to the date of opening and notify all prospective bidders of any resulting modification or cancellation, thereby permitting bidders to change their bids and preventing unnecessary exposure of bid prices. As a general rule, after opening, an invitation for bids should not be cancelled and re-advertised due solely to increased requirements for the items being procured; award should be made on the initial invitation for bids and the additional quantity required should be treated as a new procurement. Any bid which fails to conform to the essential requirements of the invitation for bid shall be rejected.
2. Nonresponsive Bids and Alternate Bids: Any bid which does not conform to the specifications and the delivery requirements in accordance with the bid may be rejected, unless the invitation specifically authorized the submission of alternate bids and the offered alternates meet the requirements specified.

3. COMPETITIVE SEALED PROPOSALS:

- a. Conditions for use: When the Lexington County Council determines that the use of competitive sealed bidding in procurement of particular goods, services, or construction is either not practicable or not advantageous to the county, it shall instruct the County Administrator or such other persons or entities as designated by the County Council to utilize the competitive sealed proposals procedure established herein to contract for and procure the particular goods, services, or construction required by the county
- b. Request for proposals: Proposals shall be solicited from at least three (3) qualified sources, when such sources are reasonably available, through a request for proposals. A "request for proposals" is a written or published solicitation for proposals to provide goods, services, or construction, as described therein. Evaluation factors upon which the proposals will be evaluated for award of the contract shall be stated in the request for proposals. Price shall be one of the evaluation factors but it shall not be the sole basis for award of the contract.
- c. Development of Request for Proposal (RFP): The RFP should contain a covering letter of transmittal to prospective offerors and the following enclosures as appropriate: Description of scope of work or services, project objectives, schedule, qualification criteria, evaluation criteria, price- cost considerations, proposal format, conditions, provisions and proposed draft contract.
- d. Public Notice: Public notice of the request for proposals shall be given at a reasonable time prior to the date set forth therein for the receipt of proposals. Such notice may include utilization of bidders' lists or publication in a newspaper of general circulation in the county.
- e. Receipt of Proposals: Proposals shall be opened publicly in the presence of one (1) or more witnesses at the time and place designated in the request for proposals. Only the names of the offers shall be disclosed at the proposal opening. Contents of the proposals shall not be disclosed during the negotiation process. Proposals shall be open for public inspection after contract award, except that proprietary or confidential information in any proposal that is clearly marked "confidential" by the offeror shall not be disclosed without written consent of the offeror.
- f. Evaluation Factors: The request for proposals shall state the relative importance of price and of each other evaluation factor but shall not require numerical weighing of each factor. The evaluation factors shall be examined with respect to each proposal in determining which proposal is most advantageous to the County. There are no restrictions on the kind or number of evaluation factors that may be used, as long as they are stated in the request for proposals and relate to the purpose of the procurement.
- g. Negotiation with Responsible Offerors and Revisions to Proposals: Negotiations may be conducted with any offerors submitting a proposal that appears eligible for contract award (based upon the evaluation factors) for the purpose of clarification to assure full understanding of and responsiveness to the requirements of the request for proposals. Offerors shall be accorded fair and equal treatment with respect to opportunity for discussion and revision of proposals. Revisions in proposals may be permitted after their submission and prior to contract award of the purpose of obtaining best and final offers. In conducting negotiations, there must be no disclosure of any information derived from proposals submitted by competing offerors.
- h. Award: Award shall be made to the responsive offeror whose proposal is determined to be the most advantageous to the County, taking into consideration price and the other evaluation factors

set forth in the request for proposals. No other factors or criteria may be used in evaluation and there must be adherence to any weighing specified for each factor in the request for proposals. If the County Council or its designee should determine that none of the proposals is advantageous to the county, the county shall have the absolute right to reject any and all proposals. The contract file shall contain the basis on which the award is made and be sufficient to satisfy external audit.

- i. Negotiations After Unsuccessful Competitive Proposals: When the price of all proposals received pursuant to a request for proposals appears to be unreasonable, or the price of the lowest proposal exceeds available funds as determined by the County Council or its designee, and time or other circumstances do not permit the delay required to resolicit for competitive sealed proposals, a contract may nevertheless be negotiated provided that:
 1. Each offeror who submitted a proposal under the original solicitation is notified and given reasonable opportunity to negotiate;
 2. The negotiated price must be within the limits of available funds as determined by the County Council or its designee.

4. **SOLE SOURCE PROCUREMENT:**

A purchase order may be awarded for a supply, service, equipment, or construction item without competition based upon a written determination, approved by the County Administrator, that there is only one source for the required supply, service or equipment. Sole Source purchases will be identified based on the following criteria:

- a. There is a lack of competition for a product or service.
- b. It is a unique, one-of-a-kind service or offer.
- c. The product has patented or proprietary rights that provide superior capabilities that are not obtainable from similar products; and this product is not marketed through other wholesalers, jobbers, or distributors whose competition could be encouraged.
- d. Where the items are needed for trial use or testing.

5. **EMERGENCY PURCHASES:**

- a. Definition: An emergency procurement shall be authorized only when there exists an immediate threat to public health, welfare, critical economy and efficiency, or safety under emergency conditions; a breakdown in machinery or an essential service occurs; or when unforeseen circumstances arise, including delays by contractors, delays in transportation and unanticipated volume of work; and provided that such emergency procurements shall be made with as much competition as is practicable under the circumstances. A written determination of the basis for the emergency and for the selection of the particular contractor shall be included in the contract file.
- b. Procedure: If an emergency occurs during regular business hours, the Department Head or designee of the using agency shall immediately notify the Procurement Manager who shall either make the

purchase or authorize the using agency to do so. If the Procurement Manager is unavailable, the head of the using agency shall notify the County Administrator before making the purchase.

c. Emergency Purchases at Nights, Weekends, or Holidays:

If an emergency occurs at times other than regular business hours, the using agency may purchase directly the commodity or commodities required. If the estimated cost of the emergency purchase exceeds fifteen hundred dollars (\$1,500.00), the head of such agency shall, whenever possible, secure competitive telephone bids and order delivery to be made by the lowest responsible bidder. On every emergency purchase made, the department head shall, not later than one (1) week thereafter, submit to the Procurement Manager a requisition, a tabulation of bids received, if any, a signed delivery ticket or other receiving documentation, and a written explanation of the circumstances of the emergency. The record of such emergency transactions shall be open to public inspection during regular business hours. The Procurement Manager may reject requisitions which are confirmation of orders if there is reason to believe no true emergency existed at the time of purchase.

d. General Information:

When emergency purchases are made, the department will make the purchase at the best possible price. A true emergency will often occur as a result of parts and labor needed for repairs to vehicles or equipment which must be kept in operating order. Emergencies are also created through negligence and poor planning and are to be avoided. Failure to anticipate normal needs or project deadline dates does not constitute an emergency.

6. **PROPRIETARY PROCUREMENTS:**

When the county requires supplies, materials or equipment which are patented or proprietary and not obtainable in other competitive makes or brands, it is appropriate to use a proprietary specification when the desired product must be compatible with or is an integral component of existing equipment or products, or when prequalifications of products is necessary to support a specific need of a program; is covered by a patent or copyright; must yield absolute continuity of results; or is one with which a user has had extensive training and experience; and the use of any other similar piece of equipment would require considerable reorientation and training. Upon solicitation, every effort must be made to obtain full competition among the distributors which carry the manufacturer's product. The determination for the use of a proprietary specification shall be made in writing, and submitted with the requisition and must be included in the procurement file.

7. **PURCHASES EXEMPT FROM THE BID PROCESS:**

The requirements for requesting bids from three or more sources are waived for the purchase of educational tests, text books, printed instructional materials, films, filmstrips, video-tapes, disc or tape recordings or similar audio-visual materials and the books, reference books and periodicals where such materials are purchased directly from the producer or publisher, the owner of the copyright, an exclusive agent within the State, a governmental agency or a recognized educational institution. Purchases from the current county contracts, state purchasing contracts shall be an acceptable alternative procedure for bidding. The

Procurement Manager shall have authority to waive bid requirements in emergency circumstances, when justified by the ordering department.

8. **STANDARDIZATION, COOPERATIVE PURCHASING, GOVERNMENTAL CONTRACTS AND COMPATIBILITY:**

- a. Where standardization is determined to be desirable by the Procurement Manager the purchase of materials, supplies and equipment and certain contractual services may be made by negotiation.
- b. The Procurement Manager will have the authority to join with other units of governments in cooperative purchasing ventures when the best interests of the County would be served thereby.
- c. Purchases in any amount may be made against established State of South Carolina contracts without bidding, provided they are in the best interest of the County.
- d. Compatibility to existing equipment shall be an acceptable justification for waiver of bidding procedures provided the item meets the other criteria within the definition of a sole source item (i.e., available from one source and only item that will produce the desired results).
- e. Justification for items submitted as “No Substitute” or “Sole Source” must be approved by the County Administrator.

9. **PURCHASE OF STATE OR FEDERAL SURPLUS PROPERTY:**

The State Surplus Property Division has surplus property from state and federal agencies for sale to state and local government agencies. This surplus property may be seen at their warehouse on Boston Avenue in West Columbia.

A purchase for surplus property from the State is handled the same as other vendor purchases. Such purchases are exempt from competition. Upon receipt of an approved purchase requisition, Procurement Services will process the purchase order. The vendor copy of the order is then sent to Central Warehouse for pick up and delivery to the ordering department/division.

4

CONTRACTS

1. **GENERAL:**

Whenever required, the successful bidder shall promptly execute a formal contract to be approved as to its

form, terms and conditions and signed by the proper authority. When required, such bidder shall also execute and deliver to Procurement Services a good and sufficient performance and/or payment bond in the amount specified in the invitation to bid. Any bidder who has a contract awarded to him/her and who fails to execute promptly and properly the required contract and bond, shall forfeit his certified check or an equivalent amount under his bid bond. Said amount shall be taken and considered as liquidated damages. Award in this category may be made by a purchase order and as a part of award, the invitation to bid and other supporting documents, if applicable, shall be an integral part, but terms and conditions stated on the purchase order shall rule in the event of conflict.

All contract bid forms and all contracts will be approved by the county attorney as to form and legality.

Following such approval, all contracts shall be signed in behalf of the county by the County Purchasing Agent. A copy of each signed contract shall be filed with the Clerk to County Council and the Director of Finance shall be notified of the terms of each contract.

2. TYPES OF CONTRACTS:

- a. Definite-quantity contracts, whereby the contractor agrees to furnish a specified quantity of supplies, materials or equipment at a specified time.
- b. Indefinite-quantity contracts, whereby the County agrees to obtain from the contractor all its requirements for specified supplies, materials or equipment in an estimated but indeterminate amount during a prescribed period of time at a definite unit price or at a specified discount from list or posted prices.
- c. Price agreements, whereby the contractor agrees to supply the County requirements for items, such as replacement parts for different makes of mechanical or automotive equipment during a prescribed period of time and within a designated geographical area of the County at a definite unit price or at a specified discount from list or posted prices.
- d. Service Contracts, whereby the Contractor agrees to supply specified services and/or maintenance.

3. CANCELLATION OF CONTRACT:

In any of the following situations, the Procurement Manager has the right and may cancel the contract

- a. The vendor fails to make delivery within the time specified in the contract.
- b. The vendor fails to provide service when service is a part of the contract.
- c. Any commodities or equipment delivered under the contract that are rejected and are not promptly replaced by the vendor. If there are repeated rejections, the contract may be cancelled even though the vendor offers to replace the items promptly.
- d. The vendor agrees to cancellation.
- e. The contract is obtained by fraud, collusion, conspiracy, or by any method which is in conflict with

statutory or constitutional provisions of the State of South Carolina.

4. **TERM CONTRACTS:**

The objective of the multi-term contract is to promote economy and efficiency in procurement by obtaining the benefits of sustained volume production and consequent low prices, and by increasing competitive participation which involve special production with consequent high start-up costs and in the procurement of services which involve high start-up costs or high phase-in/phase-out costs during changeover of service contract. It is appropriate when it is in the best interest of the County to obtain uninterrupted services extending over one fiscal year. The contractual obligation of both parties in each fiscal period succeeding the first is subject to appropriation and availability of funds thereof. The contract shall provide that, in the event that funds are not available for any succeeding fiscal period, the remainder of the contract shall be cancelled. Total contract years should not exceed three consecutive contract years.

5. **SOLICITATION FOR MULTI-TERM CONTRACT:**

The solicitation must state:

- a. The estimated amount of supplies or services required for the proposed contract period;
- b. That a unit price shall be given for each supply or service, and that such unit price shall remain constant throughout the contract period (except cost-plus contracts);
- c. That the contract will be cancelled only if funds are not appropriated or otherwise made available to support continuation of performance in any fiscal period succeeding the first;
- d. That the Procurement Manager must notify the contractor on a timely basis that the funds are, or are not, available for the continuation of the contract for each succeeding fiscal period; and
- e. How the award is going to be made.

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CONTRACT ADMINISTRATION

1. **GENERAL:**

Contract administration begins with the signing or execution of a contract or purchase order. Its purpose is to assure that the contractor's total performance is in accordance with the terms and conditions of the contractual agreement.

2. **NOTICE TO PROCEED:**

Issuance of a Notice-to-Proceed will normally be mailed within ten working days following acceptance of the contract by both parties

3. **PROCUREMENT RECORDS AND CHECKLIST:**

The purchasing office is responsible for maintaining all records relating to a contract. A record must be established for a procurement transaction which has reached the solicitation stage. The record must contain as a minimum the description of requirements, sources solicited, method of evaluation and award, a signed copy of the contract or purchase order, comments on vendor performance, and any other actions relating to the procurement transaction. Each procurement becomes a public record and is subject to review by auditors, special investigators, reports, and the general public after the transaction has been completed. A procurement file should be a complete record that tells the why, who, what, when, where and how of the procurement transaction. A contract check list should be developed for each contract that requires multiple or schedule actions by the contractor during the contract period. The check list items should be developed from the contract and list the requirements, scheduled date, completed date and specific comments on performance (i.e. bonds, certificates of insurance, catalogs, copies of warranties, volume reports, as-built drawings, maintenance manuals, parts lists, maintenance, scheduled testing, etc.). This check list will assist the contract administrator to ensure the contractor fulfills the obligations of the contract.

4. **CHANGE ORDERS:**

The modification of a purchase order or contract can only be authorized by the Procurement Manager. Any request for change affecting price, quality, quantity, delivery or cancellation requires a thorough written explanation by the agency prior to approval. A contractor shall not be notified that a change has been approved until that change has been authorized by the Procurement Manager. A Purchase Order Change Order is used to correct errors, to add or delete small quantities of goods, or to make other minor adjustments in the original orders, and to cancel orders. Vendors who deviate from the requirements of a purchase order prior to receipt of an authorized change order do so at their own risk.

5. **CANCELLATIONS OF PURCHASE ORDERS AND CONTRACTS:**

No cancellation of purchase orders or contract may be made except in writing by the purchasing office
Purchase orders and contracts may be canceled if the vendor fails to properly fulfill his obligation.

6. **FOLLOW-UP AND EXPEDITING:**

After issuance of a contract award document, the purchasing office is responsible for initial follow-up and expediting to assure that the services or goods are provided in accordance with the delivery date set forth.

7. **LOST OR DAMAGED SHIPMENTS:**

It is the responsibility of Central Stores/Warehouse and the receiving department to promptly inspect deliveries for shipping damage. Damage should be reported to the Purchasing Office within one week of receipt and prior to removal from the warehouse if possible. It is difficult to fix responsibility for deliveries once the goods have been moved to another location or when the inspection has not been made in a timely manner.

8. **INSPECTION, ACCEPTANCE, AND REJECTION OF GOODS OR SERVICES:**

Inspection and Acceptance: Inspection is the close and critical examination of goods or services delivered to determine conformance with applicable contract requirement or specifications. It includes the determination that:

- a. Unless otherwise specifically ordered, the delivery consists of new and unused merchandise
- b. Goods or services of the quality, grade, or standard specified in the purchase order or contract have been delivered.
- c. The design, construction, ingredients, size, kind, type, make, color, style, etc of the commodities conform to the requirements of the purchase order or contract.
- d. The packaging and labeling, marking, or other means of identification meet specifications. The commodities comply with specifications requirements in all essential respects, are in good condition, and delivery has been made in accordance with the terms and conditions of the purchase order or contract.

9. **REJECTION:**

Rejection of goods or services is the responsibility of Procurement Services whenever the goods and services do not meet contract requirements. In the event of a partial or total rejection, the Contract Administrator must take immediate action to notify the vendor as to the reasons for rejection and to mutually agreeable replacement date.

10. **COMPLAINTS:**

Complaints and/or discrepancies on vendor performance must be reported in writing as they occur to Procurement Services. These reports are necessary in order to develop vendor history, evaluate vendor performance, and if required, to take appropriate and timely action.

11. **INVOICE PROCESSING:**

Invoices are verified for correctness in description and cost by Procurement Services and is processed for payment upon receipt of an appropriate receiving document. As a general rule, partial payments are not approved. When a large purchase requires performance over an extended period of time, partial payments may be approved once receipt of evidence indicating that the goods or services have been received. To maintain good vendor relationships and a competitive environment, invoices should be processed promptly.

12. **DEFAULT ACTIONS:**

A contractor is considered in default if he fails to perform in accordance with the terms of the contract. The following actions should be considered prior to taking any default action:

- a) the specific reasons for such failure;
- b) the period of time needed to obtain the goods or services from other sources compared to the time

delivery could be completed by the delinquent supplier.

If it is determined that the contractor may be in default, a notice to cure letter shall be issued either orally or in writing advising the supplier that the non-delivery or other non-conformance is a breach of a contract; and if not corrected within a stated number of days, Lexington County may terminate the contract and hold the contractor liable for any excess costs. Upon expiration of the time period stated in the letter or oral agreement, if a satisfactory resolution has not been reached, repurchase action may be initiated. A letter shall then be sent to the delinquent supplier to recover the costs and require a check be sent, made payable to the County of Lexington. If repayment of excess costs is requested, the supplier shall be suspended from the county vendor mailing list until repayment has been made.

6

REPAIR AND MAINTENANCE OF EQUIPMENT

1. **REPAIRS FOR EQUIPMENT COVERED BY SERVICE CONTRACTS OR WITHIN A WARRANTY PERIOD:**

Service calls for equipment that is covered by a service contract or within the warranty period may be handled by the using department/ division with the exception of typewriter repair service. Should a vendor need to pick up the equipment for an outside repair, documentation of pick up should be initiated indicating, county and serial number, make and model of item, date of pickup, vendor name and signature of person picking up the item. The user department is responsible for follow up of repair until equipment is returned to the County.

2. **REPAIRS FOR EQUIPMENT NOT WITHIN WARRANTY OR NOT UNDER SERVICE CONTRACT:**

Service calls for repair of equipment not covered under a service contract or warranty may be made after obtaining an emergency purchase order number from the Procurement Manager with follow up of paperwork within five days of request. (See section on Emergency Purchases for repairs made after normal working hours and weekends.)

Equipment that must be returned to the manufacturer or cannot be repaired on site must be handled as follows:

- a. The standard purchase requisition form, LCF-122, must be prepared and forwarded to Procurement Services. On the requisition, the name, make, model, serial number and county ID number of the item must be indicated, along with the nature of the repair needed, if it is not evident. If repair cost is unknown, a "not to exceed" amount should be indicated as cost.
- b. After the purchase order is issued, the vendor copy will be returned to the requisitioner. This copy should be packaged with the equipment and forwarded with shipping instructions to Central

Stores/Warehouse for shipping as required.

- c. If the vendor is to pick up the item from a county department or if an item is to be hand delivered by county personnel, the using department will be forwarded the vendor's copy of the purchase order which will serve as a removal permit, and which will be given to the vendor.

NOTE: Upon receipt of the service, it is the user department's responsibility to sign the receiving report at Central Stores/Warehouse and/or forward all signed delivery tickets or invoices to Central Stores/Warehouse as receiving documentation. The actual date of receipt must be on this documentation.

3. **REPAIR OF TELEPHONE EQUIPMENT:**

A telephone that is not working properly should be reported as soon as possible to the PBX Operator (Dial "O"). When reporting a telephone problem, the following information should be available:

- The extension number and location of the telephone being reported
- The nature of the problem

4. **NEW TELEPHONE INSTALLATIONS:**

New telephone installations and changes must be submitted to Procurement Services on a purchase requisition form detailing the need. The Procurement Manager will obtain the cost and lead time from the appropriate telephone company and place the order.

5. **REPAIR OF COMPUTER EQUIPMENT:**

Computer equipment that is not functioning properly should be reported to the Information Services Department. When reporting a computer equipment problem, the following information should be available:

- Type of equipment
- Name and location
- Nature of the problem

6. **MICROFILM EQUIPMENT SERVICE CALLS:**

Service calls for Microfilm equipment, whether under a current maintenance contract or not, must be handled through the Microfilm Division of General Services. When reporting microfilm equipment problems, the following information should be available.

- Name and location
- Nature of the problem
- Serial number and make of the machine
- Authorized budget code if not under contract

**COUNTY OF LEXINGTON
DISPOSAL AND SALE OF OBSOLETE AND SURPLUS PROPERTY**

All departments and agencies shall submit to the Central Warehouse in written form a listing of all supplies, materials and equipment which are no longer used or which have become obsolete, worn out or scrapped. Surplus property includes all types of property except land or other real property. It embraces such items as hand and machine tools, office machines and supplies, hardware, clothing, motor vehicles, communication and electric equipment, and many other types of categories of excess useable county equipment. The Procurement Manager and Inventory Manager has the authority to transfer any such commodities which are usable to another department or agency in lieu of filling requisitions for the purchase of new and additional stock of the same or similar articles.

The Procurement Manager has the authority to sell all such supplies, materials and equipment which cannot be used by any department or agency or which have been found not to be required for public use; or to exchange or trade-in such articles in part or full payment for new supplies, materials or equipment of a similar nature. Any such sale, exchange or trade-in shall be made in accordance with Article V Section 2-86 of the Lexington County Code of Ordinances. Sale may be offered through competitive sealed bids, public auction and sold to the highest bidder. Property that is turned in that is classified as waste and scrap will be properly disposed of and recycled whenever possible.

The Lexington County Sheriff's Department is responsible for the sale of all confiscated equipment, vehicles, bikes, etc., pursuant to applicable state law. However, upon request of the Sheriff's Department, the Procurement Manager may sell such confiscated property during any auction sale being sponsored by the county.

Public Sale of Surplus Property

If the value of the supplies, material or equipment is less than \$5,000.00, the Procurement Manager, in his/her sole discretion, may waive the competitive bidding requirements of Article V Section 2-86 and may make such sale without calling for bids. Lexington County generates a fair amount of surplus property, waste, and scrap. In an attempt to get a better return on investment excess property may be sold to the general public.

This section outlines the procedures for the public sale of surplus property which are no longer used by the County or which have become obsolete, worn out or scrapped.

All surplus and obsolete property belonging to Lexington County will be turned in to Central Stores. Property transferred into the warehouse will have a tag affixed to it with the date annotated

on it when it was received in the warehouse.

Property will be closely evaluated and any surplus or obsolete property received in good serviceable condition will be kept for reissue to County agencies. County agencies will be notified of availability via e-mail. Whenever possible, surplus property that is excess to one activity may be reassigned or sold to another activity. (For purposes of these procedures, an activity will include all county departments, agencies, elected officials, or any other entity with county property assigned to it.) Typically, there will be no charge for surplus property reissued to county activities within the same fund. (Conversely there will be a charge for property reissued to a different fund.)

Property that will be sold to the general public will meet the following guidelines:

- Property that is outdated and no longer used by County agencies.
- Property that is broken, scratched, or damaged that would not be suitable for reissue.
- property that has no obvious use by County agencies.
- Property that has remained in the warehouse longer than six months with no apparent use to anyone.

The Procurement Manager and the Inventory Manager will meet as needed to determine what price will be placed on items for sale. Prices paid for similar items purchased from the State Surplus Office may be used as a guide.

Notice of Public Sale will be posted on the County Web Page.

No discounts will be allowed after an item has been priced. If public sale items do not sell it will be placed in the annual auction for sale.

Customers will be issued a County of Lexington official receipt and the revenues will be sent to the treasurer's office and deposited in Surplus Sales, account #1000-00000-438902.

Policy approved for implementation on December 3, 1999.

8

ADMINISTRATIVE RESOLUTION OF CONTROVERSIES

The following procedures are pursuant to Article V Purchasing Regulations, Section 2-80, paragraphs 13 and 14 of the Code of Ordinances for the County of Lexington.

I. AUTHORITY TO RESOLVE PROTESTED SOLICITATIONS AND AWARDS

1. **Right to Protest.** Any prospective bidder, offeror, or contractor, who is aggrieved in connection with the solicitation of a contract shall protest to the procurement manager in the manner stated below within ten calendar days of the date of issuance of the Invitation for Bids or Requests for Proposals or other solicitation documents, whichever is applicable, or any amendment thereto, if the amendment is at issue.

Any actual bidder, offeror, or contractor, who is aggrieved in connection with the intended award or award of a contract shall protest to the procurement manager in the manner stated below within ten calendar days of the date of notification of award.

2. **Protest Procedure.** A protest shall be in writing, submitted to the procurement manager, and shall set forth the grounds of the protest with enough particularity to give notice of the issues to be decided.
3. **Duty to Attempt to Settle Protests.** Prior to commencement of an administrative review as provided in paragraph 4, the procurement manager, or designee, shall attempt to settle by mutual agreement a protest of an aggrieved bidder, offeror, or contractor, actual or prospective, concerning the solicitation or award of the contract. The Procurement Officer may be required to submit a recommendation to County Council for review and approval.
4. **Administrative Review and Decision.** If in the opinion of the procurement manager, after reasonable attempt, a protest cannot be settled by mutual agreement, the procurement manager shall promptly conduct an administrative review and shall issue a decision in writing within ten calendar days of completion of the review. The decision shall state the reasons for the action taken. A copy of the decision along with a statement of appeal rights shall be mailed or otherwise furnished immediately to the protestant and any other party intervening. The decision shall be final and conclusive, unless fraudulent, or unless any person adversely affected by the decision requests a further administrative review by the Procurement Review Panel within ten calendar days of posting of the decision. The request for review shall be directed to the procurement manager, who shall forward the request to the County Administrator and shall be in writing, setting forth the reasons why the person disagrees with the decision of the procurement manager. The recommendation of the Procurement Review Panel will be submitted to County Council for approval.
5. **Stay of Procurement During Protests.** In the event of a timely protest under paragraph 1 above, the County shall not proceed further with the solicitation of award of the contract until a decision is rendered by the procurement manager, or in the event of a timely appeal to the Procurement Review Panel, until a decision is rendered by the County Council; provided, however, that solicitation or award of a protested contract will not be stayed if the procurement manager makes a written determination that the solicitation or award of the contract without delay is necessary to protect the best interests of the County.

II. AUTHORITY TO DEBAR OR SUSPEND

1. **Authority.** After reasonable notice to the person or firm involved, and a reasonable opportunity for such person or firm to be heard, the procurement manager shall have the authority to debar a person for cause from consideration for award of contracts, provided that doing so is in the best interest of the County and there is probable cause for debarment. The procurement manager may also suspend a person or firm from consideration for award of contracts during an investigation where there is probable cause for debarment. The period of debarment or suspension shall be as prescribed by the procurement manager.
2. **Causes for Debarment or Suspension.** The causes for debarment or suspension shall include, but not be limited to, the following:
 - (a) conviction for commission of a criminal offense as an incident to obtaining or attempting to obtain a public or private contract or subcontract, or in the performance of such contract or subcontract;
 - (b) conviction under state or federal statutes of embezzlement, theft, forgery, bribery, falsification or destruction of records, receiving stolen property, or any other offense indicating a lack of business integrity or professional honesty which currently, seriously, and directly affects responsibility as a county contractor;
 - (c) conviction under state or federal antitrust laws arising out of the submission of bids or proposals;
 - (d) violation of contract provisions, as set forth below, of a character which is regarded by the procurement manager to be so serious as to justify debarment action:
 - (i) deliberate failure without good cause to perform in accordance with the specifications within the time limit provided in the contract; or
 - (ii) a recent record of failure to perform or of unsatisfactory performance in accordance with the terms of one or more contracts; provided, that failure to perform or unsatisfactory performance caused by acts beyond the control of the contract shall not be considered to be a basis for debarment;
 - (e) violation of an order of the Procurement Review Panel; and
 - (f) any other cause the procurement manager determines to be so serious and compelling as to affect responsibility as a county contractor, including debarment by another governmental entity for any cause listed herein
3. **Decision.** The procurement manager shall issue a written decision to debar or suspend within ten calendar days of the completion of the administrative review of the matter. The decision shall state the action taken, the specific reasons therefore, and the period of debarment or suspension, if any. A copy of the decision and a statement of appeal rights shall be mailed or otherwise furnished immediately to the debarred or suspended person and any other party intervening. The decision shall be final and conclusive, unless fraudulent, or unless any person adversely affected by the decision requests a further administrative review by the Procurement Review Panel within ten calendar days of posting of the decision. The request for review shall be directed to the procurement manager, who shall forward the request to the County Administrator and shall be in writing, setting forth the reasons why the person disagrees with the decision of the procurement manager. The decision of the Procurement Review Panel is final.

III. FRIVOLOUS PROTESTS

1. **Signature on Protest Constitutes Certificate.** The signature of an attorney or party on a request for review, protest, motion, or other document constitutes a certificate by the signer that the signer has read such document, that to the best of the signer's knowledge, information, and belief formed after reasonable inquiry, it is well grounded in fact and is warranted by existing law or a good faith argument for the extension, modification, or reversal of existing law, and that it is not interposed for any improper purpose, such as to harass, limit competition, or to cause unnecessary delay or needless increase in the cost of the procurement or of the litigation.

2. **Sanctions for Violation.** If a request for review, protest, pleading, motion, or other document is signed in violation of this section on or after appeal to the Procurement Review Panel, the Procurement Review Panel, upon motion or upon its own initiative, may impose upon the person who signed it, a represented party, or both, an appropriate sanction, which may include an order to pay to the other party or parties the amount of the reasonable expenses incurred because of the filing of the protest, pleading, motion, or other paper, including a reasonable attorney's fee.

COUNTY OF LEXINGTON
PROCUREMENT SERVICES
DIRECTORY

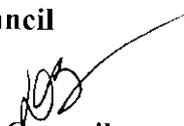
Sheila R. Fulmer, CPPB Procurement Manager	359-8166
Janice Bell, CPPB Procurement Officer	359-8385
Donna Harris, CPPB Procurement Officer	359-8319
Marie Hildebrand Procurement Clerk III	359-8165
Debbie Mayo Procurement Clerk II	808-2127
Rebecca Ricard Procurement Clerk I	359-8107

May 16, 2000

MEMORANDUM

March 14, 2005

TO: County Council

FROM: Dot Black 
Assistant to Council

RE: Ms. Alla Zurakhov

Ms. Zurakhov contacted this office several weeks ago about her ambulance bill. She indicated that her insurance company paid only a portion of the bill because Lexington County is not in the "network." Lexington County is not in any "Preferred Provider Network" because this is emergency medical service.

Ms. Zurakhov relayed to me that because of other medical expenses she is unable to pay the remaining portion. I asked that she contact Low Country Billing to try to work out a payment plan. I do not know if she contacted Low Country.

COUNTY OF LEXINGTON
FINANCE DEPARTMENT

interoffice
M E M O R A N D U M

to: County Council

from: Evelyn Babbitt, Manager of Grants Administration

subject: EMS Grant-In-Aid Program (DUI Funds) - FY2006

date: March 15, 2005

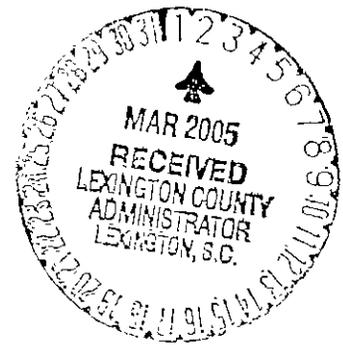
The Department of Public Safety (EMS) is requesting your approval to apply for a grant from the SC Department of Health & Environmental Control (DHEC) utilizing funds generated from DUI funds. Funds may be utilized to purchase training materials that relate to CISD programs, Dispatcher training and Public Information and Education Resources (PIER)/Injury Prevention activities. Each region is allocated \$11,000.00 which we will receive a portion of and will be based on a 94.5% state / 5.5% local county cash match for a period of one year.

The county match would be up to \$605.00. There are no personnel costs funded by this grant.



2600 Bull Street
Columbia, SC 29201-1708

February 28, 2005



MEMORANDUM

TO: Licensed Ambulance Service Directors
County Administrators
Regional EMS Offices

FROM: Alonzo W. Smith, *Director*
Emergency Medical Services

SUBJECT: EMS Grant-in-Aid Program (DUI FUNDS)- FY2006

Please read and carefully review the forms and guidelines required to complete the application for EMS funding utilizing funds generated from DUI funds. These are **competitive grants**. Each region has been allocated **\$11,000.00**. The grants will be based on a 94.5% state/ 5.5% local cash match and the contract will be awarded for one year.

The procedure will be for the ambulance services to complete the application and send it to the county for review and approval following the guidelines. As soon as the county completes the approval process, it will send the application to its regional office for review by **March 31, 2005**. The Regional EMS board/council will submit their recommendations, **in priority order**, to the State Grant-in Aid committee by **April 15, 2005**. The State GIA committee will review the grants, in priority order, and make a recommendation for approval to the State EMS Advisory Council. Contracts will be awarded after Advisory Council approval.

Priority emphasis should be placed on CISM programs, Dispatcher training and Public Information and Education Resources (PIER)/Injury Prevention activities. DUI funds may be utilized to purchase training materials that are directly related to these projects. Training materials include textbooks, handouts, promotional items (buttons, coloring books, pens, pencils and brochures), slides and workbooks.

Secondary priority should be placed on the other items listed on the attached list of Eligible Items (DUI Generated). Replacement of items for fair wear and tear will not be approved.

Let's make the 7th year of the GIA competitive grant-in-aid funding a successful year with competitive, quality applications for significant EMS improvements.

AWS:sbw

Enclosure(s)

GIA Procedural Guidelines (DUI Generated)

1. Appropriate/divide the monies equally among the EMS regions for disbursement to successful applicants within county or multi county applicants.
2. Licensed ambulance providers, who provide emergency service, are invited to submit **competitive applications** for selection and approval by each EMS region.
3. The regional council should give priority, in the review process, to multi county or individual projects to any of the following:
 - a. CISM programs
 - b. Dispatcher training and the related textbook(s)/workbook(s)
 - c. Public Information and Education Resources (PIER)/Injury Prevention activities and materials

Secondary priority should be given to any other item(s) listed on the List of Eligible Items (DUI Generated).

4. Regional EMS boards/councils submit their recommendations, in priority order to the state Grant-In-Aid committee for their review and approval. The regions first priority recommendation will be approved or disapproved by the committee. If the first application is denied, it will not be considered at this time. The GIA committee will review the remaining recommendations in priority order of that region.
5. Contracts will be awarded after Advisory Council approval.
6. **Application deadline:** due to regional office(s) **March 31st**, due to the Grant-In-aid committee by **April 15th**.

FY06 Grant-In-Aid Funds (DUI Generated)

List of Eligible Items

The regional council should give priority, in the review process, to multi county or individual projects to any of the following:

1. Critical Incident Stress Debriefing (CISD) Training
2. Emergency Medical Dispatch programs
3. Public Information and Education Program/Injury Prevention

Secondary priority should be given to any other item(s) listed on the List of Eligible Items (below).

Equipment (These items cannot replace existing equipment):

1. Patient Care Equipment with a cost of \$100 or greater and a life of 1 year or greater.
2. UHF/VHF radios in accordance to EMS communication plan.
3. Emergency ambulances.
4. Computer(s), printer(s) and software.
5. Training equipment to include audio visuals.
6. 800 MHZ radios according to an approved county plan on file in the EMS office.
7. Durable equipment required by OSHA.
8. EMS share of computer aided dispatch equipment.
9. Rescue Trucks and/or rescue equipment.
10. Quick Response Vehicles.
11. 12-Lead EKG.
12. Automatic External Defibrillator (AED).
13. Global Positioning System Navigator (GPS).
14. Automatic Ventilators.
15. Disaster/Special Purpose Trailers: trailers require substantial justification. Justification may include a multi-county plan depending upon county size. Required justification will include information on geographical area, population and other pertinent information.
16. Specialized equipment to support approved training programs.

Eligible Items

***Training**

1. Tuition and examination fees for initial training for Basic, Intermediate or Paramedic.
2. Tuition for refresher training of Basic, Intermediate or Paramedic training.

3. Training programs that result in a certification (i.e., ACFIS, BTLS, PHTLS, CTC, PALS, PPLS, Emergency Medical Dispatch (EMD) program(s), Pediatric EMS Training Program (PEMSTP), and HAZMAT Medical Training.
4. Specialty Training Programs: emergency vehicle operator course, critical incident stress debriefing, extrication courses such as: confined space, crash victim extrication, high angle rescue, trench safety, Weapons of Mass Destruction and Tactical Medical training. Prior approval is necessary if not listed. Each course curriculum must meet state standards. Travel expenses for specialty training programs, which are not available within the region are allowable as long as they are in accordance with the SC state travel guidelines.
5. Public Information and Education programs that stress injury prevention and public access. Public relations is not eligible. Public Information Education and Relations (PIER) Training.
6. EMT transitional course for all levels.
7. Initial Training of First Responders (i.e. course and examination) that results in National Registry certification.
8. Textbooks (sets or kits) valued at least \$100, and instructor manuals for the above listed programs (items 1-7).

*The EMS regions will give a quarterly report on training plans and activities.

Pilot Projects

Pilot projects require substantial justification and can only be approved on an individual basis:

1. Cellular radios not part of a county plan.
2. GIA funds can be utilized for construction/capital outlay under certain conditions. For example, adding a classroom to an existing building or a substation.
3. Items not listed can be considered. Prior approval is necessary.

3. Training programs that result in a certification (i.e., ACLS, BILS, PHTLS, CTC, PALS, PPLS, Emergency Medical Dispatch (EMD) program(s), Pediatric EMS Training Program (PEMSTP), and HAZMAT Medical Training.
4. Specialty Training Programs: emergency vehicle operator course, critical incident stress debriefing, extrication courses such as: confined space, crash victim extrication, high angle rescue, trench safety, Weapons of Mass Destruction and Tactical Medical training. Prior approval is necessary if not listed. Each course curriculum must meet state standards. Travel expenses for specialty training programs, which are not available within the region are allowable as long as they are in accordance with the SC state travel guidelines.
5. Public Information and Education programs that stress injury prevention and public access. Public relations is not eligible. Public Information Education and Relations (PIER) Training.
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3. Items not listed can be considered. Prior approval is necessary.

COUNTY OF LEXINGTON
FINANCE DEPARTMENT

interoffice
MEMORANDUM

to: County Council

from: Evelyn Babbitt, Manager of Grants Administration

subject: SC Office of Rural Health (SCORH) Grant - FY2005

date: March 15, 2005

The Department of Public Safety (EMS) is requesting your approval to receive 1 Automatic External Defibrillator (AED) from the SC Office of Rural Health (SCORH). SCORH will purchase the defibrillator and there is no cost to the county. We must apply for this defibrillator by March 25, 2005.



March 3, 2005

cc: Brian Hood
Tim James
BZ
+ Evelyn



Dear County Administrator:

The South Carolina Office of Rural Health (SCORH) is pleased to announce that your county, Lexington, is eligible to receive 1 Automatic External Defibrillators (AED) as part of the 2004-2005 South Carolina Rural Access to Emergency Devices (SCRAED) grant program. Last year, the SCORH distributed 173 AEDs in 43 rural South Carolina counties to help save lives. AEDs provide early defibrillation and shock the heart in coordination with CPR to help sudden cardiac arrest victims have a greater chance for survival until they reach the hospital.

SCORH applied for continued funding to the Rural Access to Emergency Devices program and secured 129 AEDs for South Carolina. Our statewide program partners include the American Heart Association, the American Red Cross, the South Carolina EMS Association, SC DHEC EMS Division, South Carolina counties, and rural EMS providers in the state. As stated in your Memorandum of Agreement, your county is responsible for providing all training for AED users. AED training devices are available for use, free of charge, from your regional EMS training center, American Heart Association, or the American Red Cross.

In order to effectively and efficiently place new AED machines in rural South Carolina counties, the SCORH needs your help to coordinate placement. The SCORH encourages AED placement with first responders in your county that have not yet received an AED. Enclosed you will find a required placement form and medical direction statement for each AED your county will receive. Please complete and return the enclosed documents by March 25, 2005 for each potential AED in your county.

Distribution of AED machines will occur on Thursday, April 14, 2005 at the EMS Symposium in Myrtle Beach. The luncheon meeting will begin at noon and conclude by 1:30 p.m. Two designated officials from your county are required to attend this meeting to learn more about the SCRAED program and the reporting requirements for the FY 2004 grant year. They can then pick up your county's AED machines. AEDs will not be shipped and each county must have a representative at the meeting. Failure to pick up your AEDs within two (2) weeks after distribution will result in forfeit of the AEDs. Thank you for your interest in the SCRAED program. All documents must be returned to the SCORH by 3:00 p.m., March 25, 2005 to be included in the SCRAED program.

Sincerely,

Jane R. Cook

Enclosure

Cc: County EMS Director (letter only)

COUNTY OF LEXINGTON
FINANCE DEPARTMENT

interoffice
MEMORANDUM

to: County Council

from: Evelyn Babbitt, Manager of Grants Administration

subject: Grant from Department of Homeland Security, Assistance to Firefighter and Safer Grant

date: March 15, 2005

The Department of Public Safety is requesting your approval to apply for five different grant applications to the Department of Homeland Security Assistance to Firefighters. The five grants for fire service in Lexington County, Fairview, Sandy Run, Swansea, and Edmund are in the total amount of \$1,120,040.00 with a grant match of \$199,504.00. These grants are for equipment only and no additional personnel are being funded.



County of Lexington

DEPARTMENT OF PUBLIC SAFETY

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

March 15, 2005

MEMORANDUM

To: Art Brooks, County Administrator
Chief Tim James, Director of Public Safety

From: Russell Rawl 
Fire Service Coordinator

Reference: Assistance to Firefighter and Safer Grant

The Department of Homeland Security Assistance to Firefighter and Safer Grant has announced that it will be accepting grants applications from the local fire departments beginning March 7, 2005. The deadline for applying for these grants is 5:00 PM, April 8, 2005. The Lexington County Fire Service as well as four Fire Departments within the service would like to submit grant applications. They are as follows:

GRANT REQUESTS

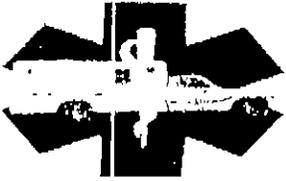
<u>Department</u>	<u>Equipment</u>	<u>Grant Amount</u>	<u>Grant Match</u>
Lexington Co Fire Service	SCBA Replacement System	\$875,000	\$175,000
Fairview	Breathing Air Compressor Thermal Imaging Camera Personal Protective Equipment	76,830	7,683
Sandy Run	Cargo Trailer Rescue Equipment	80,900	8,090
Swansea	Thermal Imaging Camera	15,000	1,500
Edmund	Rescue Equipment Personnel Protective Equipment	72,310	7,231
	TOTAL	\$1,120,040	\$199,504

If we are successful in receiving the grants the recommended funding for the matching portion is:

\$175,000 for the SCBA replacement program - Included in the FY 05-06 Fire Service requested budget.
\$24,504 Miscellaneous fire equipment for Fairview, Sandy Run, Swansea, and Edmund Fire Departments - The Fire Service Capital Contingency Account (1000-131599-549904)

If you have any questions, please let me know.

DIVISIONS: COMMUNICATIONS – EMERGENCY MEDICAL – EMERGENCY PREPAREDNESS – FIRE



FAIRVIEW FIRE DEPARTMENT
LEXINGTON COUNTY FIRE SERVICE
2907 FAIRVIEW ROAD
LEESVILLE, S.C. 29070



PHONE 803-894-3838

STATION 14

FAX 803-894-3838

Attention County Of Lexington:

March 4, 2005

Fairview Fire Department is pursuing a FEMA grant this year for some various fire fighting equipment. We are looking to add a SCBA cascade compressor and storage system to our station. At this time the closest compressor is fifteen miles away and the next is twenty two. The cost to purchase this system will be around \$40,000.00. We also wish to purchase a Thermal Imaging camera to better enable us to locate victims and the heaviest areas of fire within structures. The camera will cost around \$14,000.00. These two products are made by SCOTT. The department is also requesting several protective equipment items. Personal Alert Safety Systems that will emit a high pitched tone if a firefighter becomes immobile for a period of time. The total cost of these items would be around \$3200.00 for fourteen PASS devices. The department also wishes to equip all of our members with Wildland fire fighting gear to include pants, coat, and boots for a total cost of \$15,900.00. Lastly a laptop computer for delivering power point fire and apparatus training to the fire fighters at a cost of \$2,500.00. The total grant requested is approximately \$75,600.00. Fairview Fire Department is requesting that Lexington County pay the matching funds part of the grant, which should be around ten percent of the total grant awarded. This equipment would, benefit the members of Fairview Fire Department, the County Emergency Services and the public we serve.

Thank You,
Chief Stanley Shumpert


Fairview Fire Department

Request Details

The activities for program **Operations and Safety** are listed in the table below.

Activity	Number of Entries	Total Cost	Additional Funding	Action
Equipment	2	\$ 54,000	\$ 0	View Details View Additional Funding
Modify Facilities	0	\$ 0	\$ 0	View Details
Personal Protective Equipment	3	\$ 19,830	\$ 0	View Details View Additional Funding
Training	1	\$ 3,000	\$ 0	View Details
Wellness and Fitness Programs	0	\$ 0	\$ 0	View Details

**Lexington County Fire Service
Station 18 Sandy Run FD.**

To: Chief : Russell Rawl
From : Chief : Charles Rucker
Station 18 Sandy Run Fire Department
Ref : 1090 Fema Grant

Chief : Russell Rawl

Here is the information that you request for applying for the 1090 Fema grant The following is a list of items and prices are as follows:

Description	Price
8' X 24' Cargo trailer, to carry equipment.	\$ 7402.50
High angle ,Rescue kit, and Confined, space rigging kit, and basic 12 Trench rescue kit.	\$ 20,441.78
Rescue Equipment , Rams, Air bags , Moc 2, Hoses and electric Hoses reels ,Command console, transformer ect,	\$53,055.00
Total	\$ 80,899.28

Sign Chief :Charles Rucker

Cc: A/O Crider

Firefighting Equipment Acquisition

I. The Project that we are requesting to be funded:

The Swansea Fire Department is requesting funding under the Firefighting equipment acquisition to purchase a thermal imaging camera. This camera will aid in safer, quicker, and easier accomplishment of rescues, and firefighting operations.

II. Budget details for the acquisition of a Thermal Imaging Camera:

The funds requested under this Grant would be used to purchase one thermal imaging camera with a total purchase price of \$ 14,621.64. A breakdown of this total is as follows

1	Bullard T3MAX/RED Thermal Imaging Camera	\$ 10,400.00
1	Bullard T3 Powerhouse truck mounted charging system	\$ 468.00
1	Bullard T3RETRACT Retractable Strap	\$ 36.00
1	Bullard T3TRANSONLY2 T3 Pistol grip-Transmitter 2 Channel	\$ 1,248.00
1	Bullard ML2 Mobile Link receiver, 2 channel	\$ 1,560.00
1	Bullard T3NIMH Rechargable BATTERY, 10 Volt	\$ 82.00
	Subtotal	\$ 13,794.00
	Sales Tax	\$ 827.64
	Total	\$ 14,621.74

III. Financial need of the department:

The reason that we need to apply for a grant to purchase this equipment is we will only receive \$ 9,000.00 for operating expenses, firefighter retention, fire prevention materials, drill night suppers, furniture replacement, and \$ 1,000.00 for firefighting equipment each year from the county budget. We have a number of small businesses, and three manufacturing facilities, in our immediate response area.

IV. How the community will benefit from this equipment:

Swansea is a small rural town with a population of approximately 550. The population of our immediate response area is approximately 10,000. Swansea is located in the southern part of Lexington County, population 206,014. Swansea is adjacent to the northern part of Orangeburg County, population 91,582, and is also located within 2 miles of Calhoun County, population 15,185.

Even though the population of the Town of Swansea is approximately 550, the immediate outlying area outside of the town limits are heavily populated by residential on site built homes, and mobile homes.

Swansea Fire Department has mutual aid agreements with fire departments in Orangeburg County, and Calhoun County. We typically respond to incidents with stations located in Lexington County including departments in the Town of Gaston, and the Town of Pelion. We also respond with rural stations in Lexington County including the Sandy Run Fire Department, Mack Edisto Fire Department, and the Edmund Fire Department. There are several schools in our immediate response area. These schools are: Swansea High School, Swansea Primary School, Swansea Intermediate School, and Swansea Elementary School. We would also respond second in to Sandhills Middle School with the Gaston Fire Department. There are also general merchandise stores, gas stations, day cares, and three manufacturing facilities in our response area. Manufacturing facilities include: Nucor Building Systems, Turner Industries, and American Tool and Die. Also there are two apartment complexes in the Town of Swansea.

Chief:

Edmund Fire Department is planning to submit a grant to FEMA / Homeland Security. We have gotten some preliminary prices for the equipment we are planning to purchase with the grant money if awarded. It includes rescue equipment for extrication such as airbag systems, spreaders, cutters, rams, etc. Also PASS devices, rescue saw, throw bags with rope. Our estimated price from quotes received is approximately \$87 000.00.

Respectively Submitted

Jamie Head

Equipment Requested	Quantity	Description	Price/Unit	Total
Power Saw	1	K1250	2500	2500
Extrication Tools	1	Duo Power Unit	7700	7700
Extrication Tools	1	Spreaders	7400	7400
Extrication Tools	1	O Cutters	5300	5300
Extrication Tools	1	Rams 14" extends to 26"	2932	2932
Extrication Tools	1	Rams 25" extends to 60"	3400	3400
Extrication Tools	1	Low Pressure Air Bags	8400	8400
Extrication Tools	2	100' Hoses	2300	4600
Extrication Tools	2	Hose Reels comes included in hoses above		
Extrication Tools	1	Air Bag Controller	1000	1000
Extrication Tools	1	Set of Cribbing	5285	5285
Extrication Tools	2	Stabilizer Kits	2985	5968
Extrication Tools	1	Ram extension kit	1025	1025
PPV Fan	1	Electric	1500	1500
PPV Fan	1	Gas Powered	2000	2000
RIT Pack	1	With misc. tools	1850	1850
PASS Alarms	20	Super Pass II	260	5200
Forestry Gear	25	Coats, and Pants	250	6250

Total Request Amount

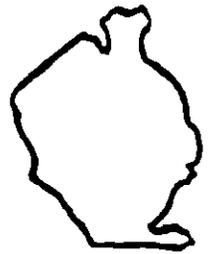
72310

This is the equipment and prices of the equipment Edmund Fire Department is going to request through grant money from FEMA / Homeland Security. Quotes were collected with slightly higher prices than what the equipment would cost if it were purchased today to allow for inflation.

Jamie Head



COUNTY OF LEXINGTON
PUBLIC WORKS DEPARTMENT
ENGINEERING



MEMORANDUM

DATE: March 14, 2005

TO: Art Brooks, County Administrator

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

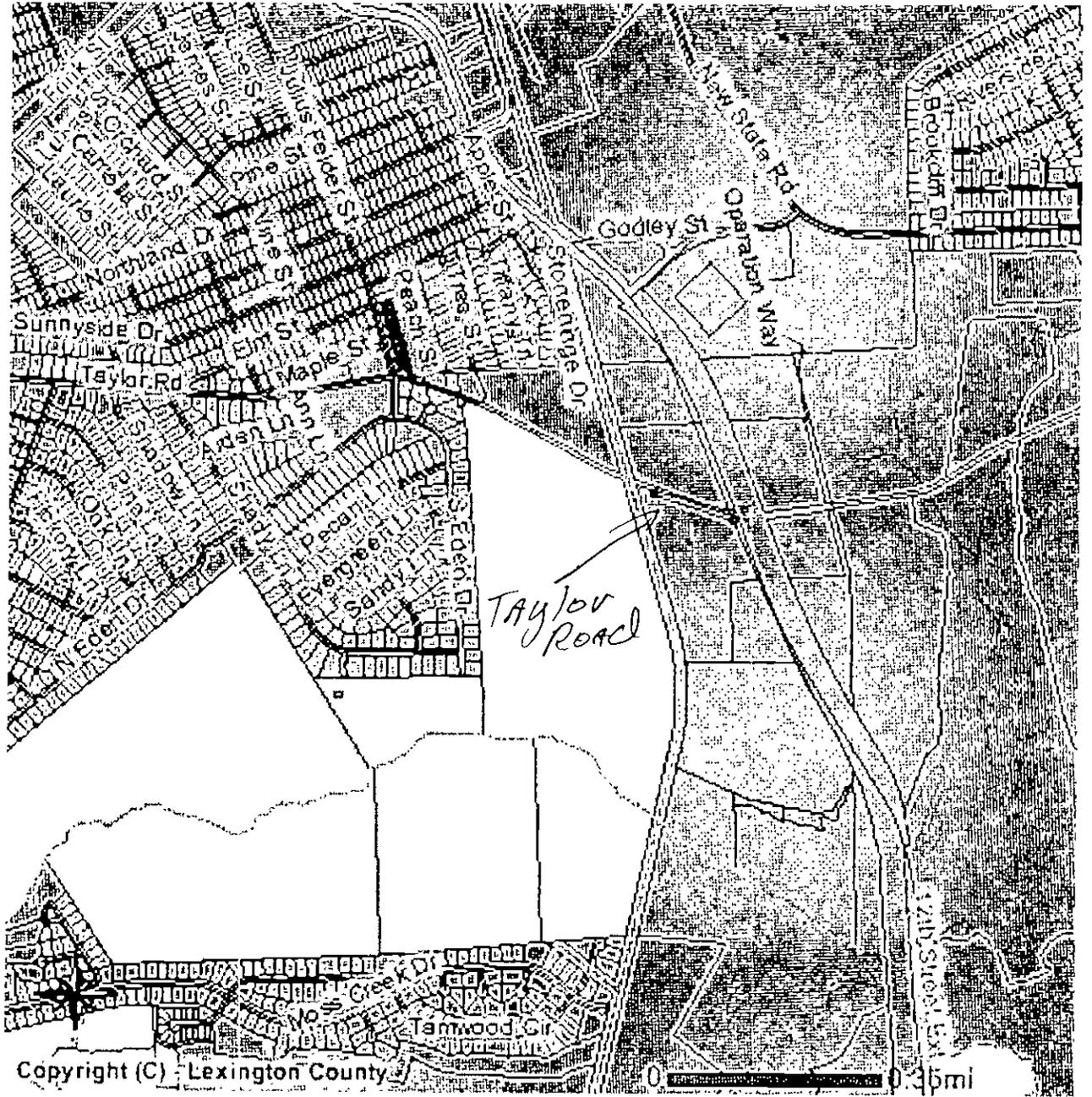
RE: \$75,000 School Road Request "C" Funds

School District 2 has requested up to \$75,000.00 from our "C" Fund School Road allocation for partial reimbursement towards paving a portion of Taylor Road (a county maintained road), which was under construction during FY 2003-04. This is the second request we have received from a school district during that fiscal year. Council approved \$17,500.00 in resurfacing funds for School District 5 in FY 2003-04, leaving an available balance of \$57,500.00.

Based on our current policy, we budget \$75,000.00 annually for school road improvement projects. This \$75,000.00 is allocated equally, in most cases, depending on the amount. Example: Three major road improvement projects for schools in a fiscal year, divide \$75,000.00 by three (3) or \$25,000.00 each.

Based on the \$17,500.00 being committed to School District 5, School District 2 is eligible for a \$57,500.00 reimbursement for improvements on Taylor Road for FY 2003-04.

School District 2 has also submitted a similar request for Bulldog Lane (another road at this school) for FY 2004-05. The recommendations for this fiscal year will be made at the end of May when all requests are in



C.D. 9

LEXINGTON COUNTY SCHOOL DISTRICT TWO



February 7, 2005

Mr. John Fechtel
Director of Public Works
County of Lexington
440 Ballpark Road
Lexington, South Carolina 29072

Dear John:

As you are aware we are building a new middle school on the Twelfth Street Extension. As part of this project we are required to pave and upgrade Taylor Road. We also will have to install an access road from Taylor Road to our property.

At this time, we would like to respectfully request up to \$75,000 in C-funds for the 2003-04 fiscal year for the paving of the access road from Taylor Road to our property.

If you need additional information, please contact Mr. David Loadholt at telephone 739-4074.

Sincerely,

A handwritten signature in black ink, appearing to read "Barry F. Bolen".

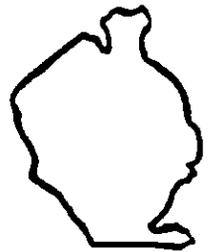
Barry F. Bolen
Superintendent

/ar

c: David T. Loadholt



COUNTY OF LEXINGTON
PUBLIC WORKS DEPARTMENT
ENGINEERING



MEMORANDUM

DATE: March 14, 2005
TO: Art Brooks, County Administrator
FROM: John Fechtel, Public Works Director 
Asst. County Administrator
RE: "C" Fund Bond Alternative

Attached is a memo to County Council Members, which is an alternative to the prior bond discussions. Councilman Owens addresses the bond from three (3) standpoints. First, the projects committed to in Council District 1 and 2 would be funded in total. Secondly, the bond proceeds not committed to Council Districts 1 and 2 would be split seven (7) ways or each district receiving \$747,423.00 to use in their respective districts. Thirdly, the funds not needed to pay back the bond (1,200,000.00) would be divided by nine (9) or each district receiving \$133,000.00 annually.

I suggest County Council discuss this alternative-bonding plan so that we know whether or not to pursue the bond issue any further. The prior discussions on bonding did not result in proceeding with a bond.

This issue of dividing funds by Council Districts is not in our County-wide Transportation Plan and would need to be submitted to SCDOT for their approval, if this is Council's decision.



County of Lexington

County Council

212 South Lake Drive

Lexington, South Carolina 29072

TELEPHONE: (803) 359-8103 FAX: (803) 359-8101

January 27, 2005

To Council members

From Joe Owens

Bruce E. Rucker
District 1

William C. Derrick
District 2

George H. Davis
District 3
Chairman

Jacob R. Wilkerson
District 4

Vacant
District 5

Johnny W. Jeffcoat
District 6

John W. Carrigg, Jr.
District 7
Vice Chairman

Joseph W. Owens
District 8

M. Todd Cullum
District 9

I took a look at the figures presented by John Fechtel and put them in a format that I can understand. I hope this simplification will help us to move this issue forward if we are interested in the five year bond that we have discussed.

District # 1 has projects totaling \$ 2,368,449
District # 2 has projects totaling \$2,915,500

For the sum total of \$5,283,949
I propose that we leave these numbers in place.

Subtracting these amounts from the original
Amount will go as follows. \$10,515, 910
-\$ 5,283,949
\$ 5,231,961

Since districts #1 and #2 have already received the majority of the money I propose the remainder be divided as follows \$ 5,231,961 divided by 7 Equals \$ 747,423 (the seven remaining Districts)

For the next five years the County would receive \$1,200,000 while the bond is being repaid I propose that figure be divided equally by the nine districts the amount received would be \$133,660 per year.

Extending these figures for five years District #1 would receive \$133,666 times five equaling \$668,330 plus \$2,368,449 money received from original bond for a total of \$3,067,279.

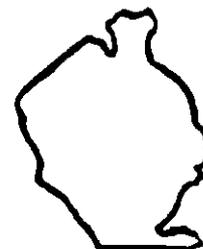
Same scenario for District #2 \$133,666 for five years equals \$668,830 plus \$ 2,915,500 for a total of \$3,584,330

Districts #3 through #9 would receive \$ 747,423 from original bond and \$ 668,830 for a five year total of \$1,416,253.

As you can see this gives every District some funds to address t needs While favoring rural Districts that have a critical need to surface roads



COUNTY OF LEXINGTON
PUBLIC WORKS DEPARTMENT
ENGINEERING



M E M O R A N D U M

DATE: March 15, 2005

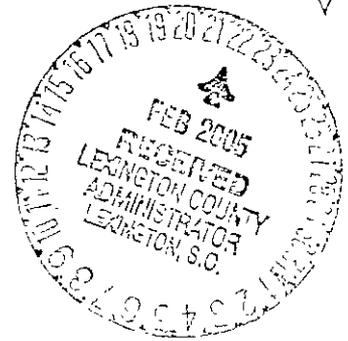
TO: Art Brooks, County Administrator
Larry Porth, Finance Director
Asst. County Administrator
Evelyn Babbitt, Grants Coordinator

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

RE: COATS Enhancement Grant Application

Attached is the cover letter from Central Midlands Council of Governments requesting grant applications for FY 2006 and 2007 be submitted by March 30, 2005. This is a two (2) year funding process through the federal government, which requires a 60-40 match, our portion is 40%. We can apply for two (2) projects with funding available over two (2) fiscal years of \$241,660.00 annually or a total of \$483,320.00. The federal portion would be \$145,000.00 annually and our portion would be \$96,664.00 annually. "C" Funds are available for our match.

At this point, I recommend County Council approve this grant application and funds allocated to sidewalks on SC 6 between the Lexington town limits and Lake Murray dam on SC 60 in FY 05-06 and sidewalks between the Irmo town limits and the dam in FY 06-07. Please remit this request to the Public Works Committee to be reported out for full council consideration on March 22, 2005.



Memorandum

TO: All Managers and Administrators

FROM: Reginald E. Simmons, Director of Transportation

DATE: February 17, 2005

RE: 2006-2007 Transportation Enhancement Program

yes

Central Midlands Council of Governments (CMCOG) is pleased to announce a call for project submissions for the 2006-2007 Transportation Enhancement Program. This guide summarizes the program and outlines the project submission process. CMCOG strongly encourages applicants to be familiar with all materials in the information guide and to contact the South Carolina Department of Transportation (SCDOT) Office of Enhancement Program Outreach or the CMCOG staff for assistance in completing the application.

Up to 80 percent of eligible project costs can be reimbursed by FHWA through the Surface Transportation Program administered by SCDOT. At least 20 percent of the project's allowable costs must be paid by the public authority, as the local funding match. By submitting a project for this program, the applicant agrees to enter into an agreement with SCDOT and be financially responsible for the non-federal participating funding and for implementation of the project.

The transportation enhancement program is a competitive process. All projects must demonstrate a relationship to the surface transportation system to be eligible. After a project has been determined eligible, it will undergo an evaluation review by the Enhancement Advisory Committee (EAC). EAC's evaluations and recommendations are provided to the CMCOG Executive Committee. The Executive Committee makes a final review of the recommended submissions and forwards them the CMCOG Board of Directors (MPO Policy Committee) for approval. Project selection and review is anticipated during the spring of 2005.

CMCOG must receive an original and nine (9) copies of the completed enhancement application by 12:00 noon, March 30, 2005 at our offices located at 236 Stoneridge Drive, Columbia, SC 29210. Applications should be mailed or hand delivered. No faxes or emails will be accepted. CMCOG will not accept applications after this due date. Additional information guides and applications can be provided by request or downloaded from our website at www.centralmidlands.org.

If you have any questions or need additional information, please don't hesitate to contact me at 803-744-5133 or respond by email at rsimmons@centralmidlands.org. Thank you in advance for your cooperation and interest in this matter.

cc: Norman Whitaker

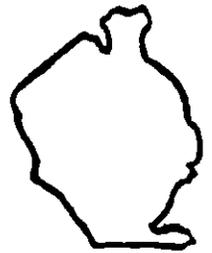
G:\COATS MPO-Reginald\Enhancements\Applications\Call for Projects FY 06-07

Serving Local Governments in South Carolina's Midlands

236 Stoneridge Drive, Columbia, SC 29210 ♦ (803) 376-5390 ♦ FAX (803) 376-5394 ♦ Web Site <http://www.centralmidlands.org>



COUNTY OF LEXINGTON
PUBLIC WORKS DEPARTMENT
ENGINEERING



M E M O R A N D U M

DATE: March 14, 2005

TO: Art Brooks, County Administrator

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

RE: SCDOT Right-of-Way Issues

Attached is a letter from SCDOT requesting guidance on two (2) projects: Pine Plain and Victor Roads, which have right-of-way issues. Basically, SCDOT is asking if County Council wants them to proceed with right-of-way acquisition on each road or to delete the road from their project list. In the past, County Council has not pursued condemnation on paving dirt roads. Attached is a copy of a letter sent to then Senator Joe Wilson dated February 6, 1991 which indicates that SCDOT will condemn if at least two-thirds (2/3) of the property owners donate right-of-way and SCDOT's condemnation estimate is less than \$5,000.00.

As indicated in this letter, substantial engineering and right-of-way costs are incurred whether or not the project is built. Staff is not recommending this to Council, but we feel that Council should be aware of it. Also, there may be cases where property owners receive more than the appraised value through the court system.

If County Council removes either or both projects from SCDOT's program, we can use SCDOT's plans and proceed with these projects on our own. The only problem with this is that we will have to replace these projects with others that SCDOT would take and we may be in jeopardy with the twenty-five (25) percent portion of the law that has to be spent through SCDOT.

Please have Council discuss these two (2) projects so we can notify SCDOT.



South Carolina
Department of Transportation

January 21, 2005



Mr. Bruce Rucker
Chairman - Lexington County Council
212 South Lake Drive
Lexington, South Carolina 29072

RE: PIN 26885 and 26886 (Two Sections of Pine Plain Road) and
PIN 30494 (Victor Road) Lexington County "C" Program

Dear Mr. Rucker:

Preliminary right-of-way contacts have been made for PIN 26885/26886 (Pine Plain Road) and PIN 30494 (Victor Road) in Lexington County. As of this date, tract 36 (Crown Atlantic Co. LLC) and tract 37, 38 and 39 (Mr. Edward W. Riser) have refused to sign the necessary right-of-way easements and slope permission along Pine Plain Road for the construction of this project. Also, along Victor Road tract 3 (Dorothy Davis) and tract 47 (Yalla Reddy) have refused to sign the necessary right-of-way documentation.

It is my understanding that the Lexington County Transportation Committee (LCTC) does not normally condemn properties using "C" funds. Since the above properties will require condemnation, these two projects have been placed on hold and right-of-way acquisition has been halted until the LCTC advises how to proceed.

Therefore, please check the appropriate statements below and return a copy of this letter to me at your earliest convenience. If you have any questions, please give me or Project Manager Fred Berry a call at 803-737-1127.

Sincerely,

Randall D. Williamson
"C" Program Engineer

- _____ Continue with right-of-way acquisition and condemn the necessary properties using "C" funds from PIN 26885/26886 Pine Plain Road.
- _____ Continue with right-of-way acquisition and condemn the necessary properties using "C" funds from PIN 30494 Victor Road.
- _____ Delete PIN 26885/26886 and 30494 from the "C" Construction Program

RDW: svg
cc: John Fechtel, Lexington County Public Works Director
File: PC/FLB



February 6, 1991

Item 29399 - Road S-1760 - Lexington County
Tracts 5 & 6

Honorable Addison G. Wilson
P. O. Box 5709
West Columbia, SC 29171

Dear Senator Wilson:

This is to confirm our recent telephone conversation. The Department made the decision to condemn the two tracts owned by David and Deborah Whetsell on the referenced road. The Department was authorized by the State Highway Commission to condemn on "C" fund road projects if two-third or more of the landowners signed gratis and if the Department's estimate of liability under condemnation was less than \$5,000.00. The rationale for such authorization was that so many "C" projects were being abandoned after \$6,000 to \$10,000 of cost had been incurred. It was felt that a small additional investment was appropriate when there was substantial support for the project.

On Cannon Trail Road there were 31 tracts from which right of way was necessary. Twenty-five landowners signed immediately, and before condemnation was perfected, 4 others had signed. Mr. and Mrs. Whetsell own two tracts and those are the only ones necessary to condemn. The support for the project was extraordinary and the Department proceeded to condemn and construct the project.

I trust this is satisfactory.

Yours very truly,


H. B. Link
Director, Rights of Way

CC: Mr. Robert L. White
Mr. W. M. DuBose III
Mr. B. K. Jones

COUNTY OF LEXINGTON
FINANCE DEPARTMENT

interoffice
MEMORANDUM

to: County Council

from: Evelyn Babbitt, Manager of Grants Administration

subject: Annual DHEC Used Oil Grant Application

date: March 14, 2005

Lexington County Solid Waste Management is requesting your approval to apply for the annual Used Oil Grant from the SC Department of Health and Environmental Control (DHEC) in the amount of \$21,450.00 for the purpose of proper disposal of used oil. This Grant is a yearly grant and is 100% State funded. No personnel are funded with this Grant.

DEPT. OF PUBLIC WORKS

MAR 08 2005

INTEROFFICE MEMORANDUM

FINANCE DEPT.

TO: THOMAS MARINO, GRANTS MANAGER
FROM: JOE MERGO III, SOLID WASTE
SUBJECT: USED OIL GRANT
DATE: 3/7/2005
CC: DIANA BURNETT, CLERK TO COUNCIL & DONNA HENDRIX, SOLID WASTE

Please review the attached grant proposal. I will request that it be placed on the next Public Works Committee agenda. Please note that the grant application must be postmarked no later than April 1, 2005 to be eligible for consideration. There are no matching funds required and no personnel requested. If County Council approves the application for the grant, Art Brooks will need to sign as authorized representative (page 15) as well as you as grant official (page 15). I am forwarding the original document to Diana Burnett. When the signature page is complete Diana will return the original document to me and send you a copy for your files. I will forward the original to DHEC. Please let me know if you have any questions (755-3325).



NOTICE

South Carolina Department of Health
and Environmental Control

TO: Grant Applicants

FROM: Jana White

RE: FY2006 Used Oil Grants

DATE: January 21, 2005

Enclosed are the fy2006 Used Oil Grant Application form, the grant guidelines and a public education funding chart. Please note that the applications must be postmarked no later than April 1, 2005 to be eligible for consideration. Please include nine double-sided copies on recycled content paper (at least 30% post-consumer preferred), along with the original. Incomplete applications will be returned and will not be considered for funding.

Used Oil Grant Funds are intended for the establishment, expansion and continued operation of used motor oil collection programs for do-it-yourself oil changers. This is to include programs related to the collection of used motor oil, oil filters, oil bottles and oil/gas mixtures. More specific information is included in the grant guidelines.

Used Oil Grant Funds are made available to any county, any municipal government that provides solid waste services, or to any solid waste region in the State of South Carolina. Regional applications may be submitted by any group of counties or local governments that have submitted a regional solid waste management plan to DHEC.

Travel may be requested up to \$750 for the recycling coordinator, other solid waste/recycling employees or other local government officials to attend waste reduction/recycling seminars or conferences related to used oil recycling.

Requests for public information/education projects are allowable up to the limits indicated on the enclosed table. Education limits are based on population.

For more information contact Jana White at 803-896-4221 or Sharon Thompson at 803-896-4227.

**SC DHEC Office of Solid Waste Reduction and Recycling
FY2006 Used Oil Grant Application**

1.	Total Amount Requested: \$21,450
2.	Name of Local Government: Lexington County
3.	Federal ID Number: 57-6000379
4.	<p>Recycling Coordinator Information</p> <p>Name: Donna Hendrix Address: 498 Landfill Lane Lexington, South Carolina 29073</p> <p>Phone: (803) 755-3325 Fax: (803) 755-3833 E-mail Address dhendrix@lex-co.com</p>
5.	<p>Contact Person Information</p> <p>Name: Donna Hendrix, Project/Recycling Coordinator Address: 498 Landfill Lane Lexington, South Carolina 29073</p> <p>Phone: (803) 755-3325 Fax: (803) 755-3833 E-mail Address: dhendrix@lex-co.com</p>
6.	<p>Financial Officer/Grant Administrator Information</p> <p>Name: Evelyn P. Babbitt, Manager of Grants Administration Address: 212 South Lake Drive Lexington, South Carolina 29072</p> <p>Phone: (803) 359-8111 Fax: (803) 359-8101 E-mail Address:</p>
7.	<p>Authorized Representative (County Administrator, etc.) Information</p> <p>Name: William A. Brooks, County Administrator Title: 212 South Lake Drive Address: Lexington, South Carolina 29072</p> <p>Phone: (803) 359-8100 Fax: (803) 359-8101 E-mail Address:</p>
8.	<p>Address to which reimbursements should be mailed:</p> <p>Evelyn Babbitt 212 South Lake Drive Lexington, South Carolina 29072</p>

9. How much material was collected for recycling last year? (Include used oil, oil bottles, oil filters, and oil/gas mixtures). The vendor/market must be provided.

Material	Number of gallons/lbs/etc	Vendor/Market
Used Oil (Include oil/gas mixtures)	354.04 tons	Santee Cooper
Used Oil Filters	38.83 tons	Commercial Metal Company
Oil Bottles	20 tons shipped (Total of two years of stock pile approx. 27,000 lbs in past year)	Plastic Revolution

A. Describe in detail the used motor oil recycling project for which grant funding is being requested. Include a complete description of all goods or services listed on budget pages. Cost estimates must match budget pages. Please provide any information needed to adequately assess your application. Attach additional pages as necessary. **Please include descriptive literature for all equipment requested with one application form.**

A. Equipment /Supplies

B.

Request to procure parts and service for maintenance of forklift and its drum attachment used in loading unloading trucks and for loading oil filter cuber. Dry absorbent for use in collection stations and in oil filter processing building. Heavy-duty oil bottle bags used for collection stations. \$8,100

B. Contractual Service

Enclosed is a proposed Preventive Maintenance quote for the contractual services for FY05/06. Lexington County is requesting an outside vendor to perform all maintenance of our cuber for the coming year. As with previous years our 200 plus drums collected from DIY's is determined to be more feasible to contract service to maintain our oil filter cuber than to procure services for oil filter collection in our sites through the State Contract. We also assist other counties and there is a significant savings in their programs of used oil recycling grants.(\$9,600)

C. Public Education

Request to purchase SCDHEC approved education materials of our used motor oil bottle/ filter and oil/gas mixture recycling programs offered by LCSWM to include other appropriate educational tools. \$3,000

D. Site Preparation (none)

E. Travel

Requesting funding to attend recycling conferences as announced, during the fiscal year. Recycling coordinator will obtain educational information in reference to waste oil and waste oil bi-product recycling. \$750

- C. Describe your recycling education efforts. Include brochures, videos, print advertisements or other examples with your original application. Attach additional pages as necessary.

See Attached

- D. Identify all existing and proposed oil collection sites. Include a map showing the location of each existing and proposed site and provide the specific address of each location. Provide a lease agreement or proof of ownership for land identified as a proposed collection site.

See Attached

Complete the following chart listing all current used oil collection sites for do-it-yourself oil changers operated by your program. Include the location, materials collected and existing equipment for each site.

Used Oil Collection Sites

County/Local Government: *Lexington County*

Site number on map	Site name	Location of site	Materials collected	List of existing equipment at each site: Oil tank, farmer oil tank, oil/gas tank, concrete pad, secondary containment, carport cover, signs, drums, filter drum covers, bottle drum covers, other
1	<i>Edmund</i>	<i>498 Landfill Lane Lexington, SC</i>	<i>Oil, filters, bottles & oil/gas mixture</i>	<i>Oil tank, oil/gas tank, concrete pads, secondary containment, carport cover, signs, drums, filter drum cover, bottle drum cover</i>
2	<i>Ball Park</i>	<i>301 Ball Park Road Lexington, SC</i>	<i>Oil, filters, bottles</i>	<i>Oil tank, concrete pad, secondary containment, carport cover, signs, drums, filter drum cover, bottle drum cover</i>
3	<i>Pelion</i>	<i>1325 South Pine St Pelion, SC</i>	<i>Oil, filters, bottles</i>	<i>Oil tank, concrete pad, secondary containment, carport cover, signs, drums, filter drum cover, bottle drum cover</i>
4	<i>Bush River</i>	<i>6109 Old Bush River Rd Columbia, SC</i>	<i>Oil, filters, bottles</i>	<i>Oil tank, concrete pad, secondary containment, carport cover, signs, drums, filter drum cover, bottle drum cover</i>
5	<i>Chapin</i>	<i>103 Distant Lane Chapin, SC</i>	<i>Oil, filters, bottles</i>	<i>Oil tank, concrete pads, secondary containment, carport covers, signs, drums, filter drum cover, bottle drum covers</i>
6	<i>Red Bank</i>	<i>1632 South Lake Dr Lexington, SC</i>	<i>Oil, filters, bottles</i>	<i>Oil tank, concrete pad, secondary containment, carport cover, signs, drums, filter drum cover, bottle drum cover</i>
7	<i>Leesville</i>	<i>702 South Lee Street</i>	<i>Oil, filters, bottles</i>	<i>Oil tank, concrete pad, secondary containment, carport cover, signs, drums, filter drum cover, bottle drum cover</i>
8	<i>Sandhills</i>	<i>3241 Charleston Hwy Cayce, SC</i>	<i>Oil, filters, bottles</i>	<i>Oil tank, concrete pad, secondary containment, carport cover, signs, drums, filter drum cover, bottle drum cover</i>
9	<i>Summit</i>	<i>419 Sandpit Road</i>	<i>Oil, filters, bottles</i>	<i>Oil tank, concrete pad, secondary containment, carport cover, signs, drums, filter drum cover, bottle drum cover</i>
10	<i>Hollow Creek</i>	<i>125 Beulah Church Rd Gilbert, SC</i>	<i>Oil, filters, bottles</i>	<i>Oil tank, concrete pad, secondary containment, carport cover, signs, drums, filter drum cover, bottle drum cover</i>
11	<i>Riverchase</i>	<i>110 Riverchase Way Lexington, SC</i>	<i>Oil, filters, bottles</i>	<i>Oil tank, concrete pad, secondary containment, carport cover, signs, drums, filter drum cover, bottle drum cover</i>
12	<i>Gwen Bailey</i>	<i>100 Theo Jumper Rd Gaston, SC</i>	<i>Oil, filters, bottles</i>	<i>Oil tank, concrete pad, secondary containment, carport cover, signs, drums, filter drum cover, bottle drum cover</i>

**PROPOSED USED OIL BUDGET
SUMMARY OF BUDGET**

Amounts shown must match project descriptions. Please round numbers to the nearest dollar.

SUMMARY BUDGET

Description	Grant Funds Requested	Other Contributions
A. Equipment/Supplies	\$8,100	
B. Contract Services	\$9,600	\$1,000
C. Public Education	\$3,000	
D. Site Preparation		
E. Travel	\$750	\$500
F. Other Direct Costs		
Total Requested	\$21,450	\$1,500

A. EQUIPMENT/SUPPLIES (Examples: boxes, bags, cement pads, used oil collection tank, gas/oil mixture collection tank, farmer oil collection tank, oil bottle containers, oil filter containers, collection station carport covers, fencing, DIY oil drain pans, signs, waste oil heater. Please include descriptive literature, brochures, etc. with your original application.

Description	Proposed location(s)	Per unit cost	Other contributions	Grant request
<i>Mechanical maintenance, shredder, forklift, as required</i>	<i>Processing Building</i>	<i>Forklift & drum attachment</i>	<i>\$1,000</i>	<i>\$3,500</i>
<i>Oil bottle bags</i>	<i>Twelve Collection Sites</i>	<i>20-boxes of bags 100/box @220/ea</i>		<i>\$4,400</i>
<i>Dry Absorbent</i>	<i>Twelve Collection Sites & Processing Building</i>	<i>50 bags @ \$4.00/ea</i>		<i>\$200</i>
			\$	\$
Totals			\$1,000	\$8,100

B. CONTRACT SERVICES (Example: Used oil filter/bottle collection, transportation costs.)

Description	Proposed location(s)	# units, pick-ups, etc.	Per unit cost	Other \$ contributions	Grant request
<i>Preventive Maintenance Contract for 1 Year for oil filter cuber</i>	<i>498 Landfill Lane Lexington, SC (Oil Filter recycling)</i>				\$9,600
					\$
					\$
					\$
					\$
Totals					\$9,600

C. PUBLIC EDUCATION (Expenditures will require pre-approval and cannot exceed limit on enclosed table.)

Description	Per unit cost	Other contributions	Grant request
<i>SCDHEC Approved Materials</i>		\$	\$3,000
		\$	\$
		\$	\$
		\$	\$
Totals		\$	\$3,000

D. SITE PREPARATION (Examples: clearing, fencing, or paving for oil sites.)

Description	Proposed location(s)	Per site cost	Other contributions	Grant request
			\$	\$
			\$	\$
			\$	\$
			\$	\$
			\$	\$
Totals			\$	\$

E. TRAVEL (Will require preapproval on form provided by office and cannot exceed \$750)

Description	Other Contributions	Grant Request
<i>Attend Recycling Workshop and or Conference</i>	\$500	\$750
	\$	\$
	\$	\$
Totals	\$	\$750

F. OTHER DIRECT COSTS (For other costs directly associated with the collection, transportation or recycling of used motor oil and related materials. Must be described fully in the project summary.)

Description	Other Contributions	Grant Request
	\$	\$
	\$	\$
Totals	\$	\$

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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

MORTGAGE AND SECURITY AGREEMENT
AND FIXTURE FILING

KNOW ALL MEN BY THESE PRESENTS:

That **LEXINGTON COUNTY, SOUTH CAROLINA**, a political subdivision and body corporate of the State of South Carolina ("Mortgagor"), for a valuable consideration, does hereby mortgage, grant, bargain, sell, convey and deliver unto **NUCOR CORPORATION**, a corporation organized and existing under the laws of the State of Delaware ("Mortgagee"), and unto its successors and assigns, the real property located in Lexington County, South Carolina more particularly described in EXHIBIT A, attached hereto, which is hereby incorporated by reference.

This Mortgage also conveys to Mortgagee all buildings, improvements and fixtures now or at any time hereafter located on any real property hereinabove described, and grants to Mortgagee a security interest in all of the machinery, equipment, fixtures and other personal property acquired by Mortgagor on or after the date hereof and located in any such buildings or on any such real property regardless of the method of annexation, which personal property is more particularly described in EXHIBIT B, attached hereto, which is hereby incorporated by reference. (The real property and personal property referred to above are sometimes hereinafter collectively called the "Property".)

TO HAVE AND TO HOLD the Property unto Mortgagee, its successors and assigns forever; provided, however, that the foregoing conveyance is given as a Mortgage and Security Agreement and Fixture Filing for the purpose of securing the performance of Mortgagor's obligations to Mortgagee arising under or with respect to that certain Lease-Purchase Agreement, dated as of December 14, 2004, by and between Mortgagor, as Lessor, and Mortgagee, as Lessee (the "Lease") (i) to convey the Property to Mortgagee pursuant to and in accordance with Lease Section 11.2 entitled "Option to Acquire Legal Title" and Lease Section 11.3 entitled "Conveyance on Exercise of Option to Acquire Legal Title", and (ii) to reconvey the Property to Mortgagee pursuant to and in accordance with Lease Section 11.4 entitled "Conveyance on Termination of Agreement".

Upon Mortgagor's breach of its obligations to convey or reconvey the Property to Mortgagee as aforesaid, Mortgagee, at its sole option, may immediately and without further notice, foreclose this Mortgage by judicial proceedings.

All remedies provided in this Mortgage to Mortgagee are distinct and cumulative to any right or remedy afforded by law or equity and may be exercised concurrently, independently or successively. The covenants and agreements contained in this Mortgage shall bind, and the rights hereunder shall inure to the benefit of, the respective successors and assigns of Mortgagor and Mortgagee.

Upon the execution and delivery of a deed and bill of sale conveying or reconveying the Property to Mortgagee, this Mortgage will become null and void and shall be released by proper

marginal notation, or at the option of Mortgagee, by a release deed to be recorded at the expense of Mortgagee.

IN WITNESS WHEREOF, the Mortgagor has caused this Mortgage to be executed on its behalf by its duly authorized officer, under seal, effective as of the ____ day of _____, 2005.

MORTGAGOR:

(SEAL)

LEXINGTON COUNTY, SOUTH CAROLINA

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

ATTEST:

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

Witnesses:

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

PROBATE

STATE OF SOUTH CAROLINA

COUNTY OF LEXINGTON

PERSONALLY appeared before me _____ who being duly sworn says that (s)he saw _____ as Chairman, County Council of Lexington County, South Carolina, and _____ as Clerk, County Council of Lexington County, South Carolina, sign, attest and seal the foregoing Mortgage and Security Agreement and Fixture Filing and that (s)he witnessed the execution and delivery thereof as the act and deed of Lexington County, South Carolina.

SWORN to before me this

____ day of _____, 2005.

(L.S.)
Notary Public for the State of South Carolina
My Commission Expires _____

EXHIBIT A

(Legal Description)

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.

EXHIBIT B - DESCRIPTION OF PERSONAL PROPERTY

All machinery, equipment, fixtures and other personal property of every kind and nature, presently owned or hereafter acquired by Mortgagor located on or in the land and improvements described in Exhibit A, and including, without limitation, all replacements and substitutions which become the property of the Mortgagor; and any and all other property of every kind and nature from time to time which was heretofore or hereafter is by delivery or by writing of any kind conveyed, mortgaged, pledged, assigned, or transferred, as and for additional security by Mortgagor.

The machinery, equipment, fixtures and other personal property pledged by Mortgagor to Mortgagee under this Mortgage and Security Agreement and Fixture Filing secures the performance of Mortgagor's obligations to Mortgagee under or with respect to the Lease (i) to convey the Property to Mortgagee pursuant to and in accordance with Lease Section 11.2 entitled "Option to Acquire Legal Title" and Lease Section 11.3 entitled "Conveyance on Exercise of Option to Acquire Legal Title", and (ii) to reconvey the Property to Mortgagee pursuant to and in accordance with Lease Section 11.4 entitled "Conveyance on Termination of Agreement".

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. DeLancy, 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]

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 (1) 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, unconomical 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 party 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 (including without limitation that set forth in Section 2.2(f)), 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, Fec 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.

Section 12.10 Inducement Agreement

The provisions of the Inducement and Millage Rate Agreement are incorporated by reference into this Agreement.

[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:

PROBATE

STATE OF SOUTH CAROLINA

COUNTY OF LEXINGTON

PERSONALLY appeared before me _____ who being
duly sworn says that (s)he saw _____ as Chairman, County Council of
Lexington County, South Carolina, and _____ as Clerk, County Council
of Lexington County, South Carolina, sign, attest and seal the foregoing Lease-Purchase
Agreement and that (s)he witnessed the execution and delivery thereof as the act and deed of
Lexington County, South Carolina

SWORN to before me this

____ day of _____, 2004.

Notary Public for the State of South Carolina (L.S.)
My Commission Expires _____

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.

Blacklined

Blacklined Copy

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 employec 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 (including without limitation that set forth in Section 2.2(f)), 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.

Section 12.10 Inducement Agreement

The provisions of the Inducement and Millage Rate Agreement are incorporated by reference into this Agreement.

[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:

PROBATE

STATE OF SOUTH CAROLINA

COUNTY OF LEXINGTON

PERSONALLY appeared before me _____ who being duly sworn says that (s)he saw _____ as Chairman, County Council of Lexington County, South Carolina, and _____ as Clerk, County Council of Lexington County, South Carolina, sign, attest and seal the foregoing Lease-Purchase Agreement and that (s)he witnessed the execution and delivery thereof as the act and deed of Lexington County, South Carolina.

SWORN to before me this

_____ day of _____, 2004.

_____ (L.S.)
Notary Public for the State of South Carolina
My Commission Expires _____

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.



County of Lexington

County Council
212 South Lake Drive
Lexington, South Carolina 29072
TELEPHONE: (803) 359-8103 FAX: (803) 359-8101

March 14, 2005

Bruce E. Rucker
District 1
Chairman

William C. Derrick
District 2
Parliamentarian

George H. Davis
District 3

Debra B. Summers
District 4

Bobby C. Keisler
District 5

Johnny W. Jeffcoat
District 6

John W. Carrigg, Jr.
District 7

Joseph W. Owens
District 8

M. Todd Cullum
District 9
Vice Chairman

Mr. Bill Crawford
Financial Analyst
Solectron USA, Inc.
1000 Technology Drive
West Columbia, South Carolina 29170

Re: Transfer of Fee-In-Lieu of Tax Agreement From Solectron South Carolina to Solectron USA, Inc.

Dear Mr. Crawford:

Lexington County is in receipt of your letter dated March 3, 2005 in regards to the request for Lexington County to approve the transfer of the fee-in-lieu of tax agreement that the County presently has with Solectron South Carolina to the new company called Solectron USA, Inc. It is our understanding from your letter that the name change is being done by your parent company, Solectron Corporation, to simplify its business structure.

Based on the representations made in your letter dated March 3, 2005, Lexington County hereby consents to the transfer of all fee-in-lieu of tax documents as set forth in your letter. This approval was made by County Council at its meeting on the 22nd day of March, 2005.

Sincerely,

Bruce E. Rucker
Chairman
Lexington County Council

BER/dwb



COUNTY OF LEXINGTON, SOUTH CAROLINA

RESOLUTION

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

WHEREAS, Reverend Donald P. Davis has had a long and distinguished career of 30 years after early in life acknowledging his purpose to serve the Lord and lead others to Christ; and

WHEREAS, Reverend Davis has faithfully devoted his life serving the congregation of Trinity Baptist Church since 1975; and

WHEREAS, during Reverend Davis's tenure he has witnessed such projects as overseeing the funding and construction of the congregation's first worship center and the subsequent construction of a new 1500-seat worship center, an educational building and an office complex and has seen his congregation grow from 124 to 1736; and

WHEREAS, Reverend Davis is affectionately known as "Pastor Don" by those he has compassionately encountered in the community, state, and outer most parts of the world; and

WHEREAS, Reverend Davis is active both professionally and as a leader in his community and has served in numerous capacities throughout his career to include the Executive Committee of the Lexington Baptist Association; Advisory Committee of the Lexington County Sheriff's Department; Cayce Economic Development Committee; Executive Committee of the General Board of the South Carolina Baptist Convention; and the White Oak Conference Center Committee, South Carolina Baptist Convention. He has served as Facilitator of the Ministers Growth Conference of the South Carolina Baptist Convention and as a Certified MasterLife Facilitator of the South Carolina Baptist Convention.

WHEREAS, Reverend Davis' retirement will be a sad occasion for his church and community, his faith and courage to serve the Lord will continue through his "family" at Trinity Baptist Church.

NOW, THEREFORE, BE IT RESOLVED that we, the members of the Lexington County Council, offer our sincere congratulations to REVEREND DONALD P. DAVIS upon his retirement

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:



COUNTY OF LEXINGTON, SOUTH CAROLINA

RESOLUTION

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

WHEREAS, Lowell C. "Butch" Spires, Jr. was elected to Lexington County Council in 1976, serving his constituents and the County for 18 years; and

WHEREAS, Butch served as Chairman in 1979, 1991, and 1993 and Vice-Chairman in 1983, 1985, and 1986; and

WHEREAS, Butch is active both professionally and as a leader in his community and has served in numerous capacities throughout his career to include Chairman of the Lexington County Recreation and Aging Commission; Chairman and Vice Chairman of the Central Midlands Council of Governments, President of the South Carolina Association of Counties; Charter member of the Central Carolina Economic Development Alliance, West Metro and Greater Columbia Chambers of Commerce, Central Midlands Regional Transit Authority, and the Midlands Authority for Conventions, Sports, and Tourism; River Alliance, and President of the S.C. Association of Regional Councils; and

WHEREAS, Butch's commitment and vision for the economic development of Lexington County earned him being named the South Carolina Ambassador for Economic Development in 1994.

NOW, THEREFORE, BE IT RESOLVED that we, the members of the Lexington County Council, offer our sincere appreciation to **LOWELL C. "BUTCH" SPIRES, JR.** for all he has done for Lexington County and the countless hours that he has devoted serving the Citizens of Lexington County

Bruce E. Rueker, Chairman

M. Todd Cullum, V. Chairman

William C. "Billy" Derrick

George H. "Smokey" Davis

Debra B. Summers

Bobby C. Ketsler

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

March 22, 2005

BILLY DERRICK

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

DEBBIE SUMMERS

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

JOHN CARRIGG

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

AIKEN/BARNWELL/LEXINGTON COMMUNITY ACTION

At-Large Appointment

Ms. Juanice Aaron (to replace Pamela Bobbitt) - Term expires 12/31/05

BUILDING CODE BOARD OF APPEALS

Building - E. D. Sturkie - Term expired 8/13/04

Plumbing - Perry Kimball - Term expired 8/13/03

LEXINGTON/RICHLAND ALCOHOL & DRUG ABUSE COUNCIL

At-Large Appointment

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

TEMPORARY SIGN AND PERMITTING COMMITTEE

Vacant - District 7

AIKEN/BARNWELL/LEXINGTON COMMUNITY ACTION COMMISSION, INC.

GEORGE A. ANDERSON
EXECUTIVE DIRECTOR

JAMES C. MILLEDGE
CHAIRMAN OF THE BOARD

P.O. BOX 2066
AIKEN, SOUTH CAROLINA 29802
(803) 648-6836
FAX (803) 649-1588

March 7, 2005

The Honorable Bruce E. Rucker, Chairman
Lexington County Council
212 South Lake Drive
Lexington, South Carolina 29072

In Re: Board Membership Appointments
Aiken/Barnwell/Lexington Community Action

Dear Mr. Rucker:

We are seeking your assistance along with the consideration and approval of Council, regarding the appointment of a person to the referenced Board of Directors, which, as you may be aware, has involved itself in providing programmatic services and financial assistance to some of the most needy, and disadvantaged citizens in Lexington County. While our Commission has been operating since 1966, our provision and assistance in Lexington County began in 1984.

Accordingly, we would recommend the following and ask that you please cause the subject of this appointment be given the most immediate consideration by the Council.

Recommendee

Area Representing

Ms. Juanice Aaron
4465 Highway 321, SC-7,
Gaston, South Carolina 29053

Lexington County At Large

We have consulted the recommendee who has varied experience which we deem appropriate to serve on our Board, and she had indicated her desire, willingness, and availability. Thank you for your assistance and we look forward to hearing from you and Council at your earliest opportunity. You may wish to contact Mr. Anderson for any questions you may have at (803) 648-6836, extension 234.

Sincerely yours,

James C. Milledge
James C. Milledge, Chairman

George A. Anderson
George A. Anderson
Executive Director



PROGRAM AREAS:



COUNTY OF LEXINGTON

Procurement Services

MEMORANDUM

(O) 359-8166

(F) 359-2240

DATE: March 14, 2005

TO: Art Brooks
County Administrator

FROM: Sheila R. Fulmer, CPPB
Procurement Manager



SUBJECT: Administration Auxiliary Building Renovations

Competitive bids were solicited and advertised for the renovation of a portion of the Administration Auxiliary Building. The renovations consists of approximately 4,858 square feet to house Probation, Parole and Pardon; 3,337 square feet for Health and Human Services; and 2,513 square feet for Department of Juvenile Justice. It includes all plumbing, mechanical, and electrical requirements necessary to provide a turn-key project with completion within one hundred and four (104) calendar days.

A mandatory pre-bid conference was held on February 8, 2005 with eight (8) contractors present. We received five (5) bids (see attached bid tabulation). The bids were evaluated by Ron Van Bergen, F. J. Clark, Inc. and Sheila Fulmer, Procurement Manager. It is our recommendation to award this project to the lowest bidder, Monteray Construction Company for a total cost of \$577,000.00.

Funds are appropriated in account number:

4500-179900-5A1218

\$577,000.00 Kroger Building Renovation

I concur with the recommendation and further request that this bid be placed on Council's agenda for their next scheduled meeting on March 22, 2005

Attachment

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

COUNTY OF LEXINGTON

BID TABULATION SHEET

PROJECT: Administration Auxiliary Building Renovations

BIDDER	TOTAL BID
Monteray Construction Company	\$577,000 00
Preferred Construction Company	\$593,000 00
Accent Contracting, Inc	\$624,990 00
Summerfield & Associates, Inc	\$675,000 00
Smith Constructors & Engineers, Inc	\$680,100 00

Bids Opened: March 3, 2005 @ 2:00 PM



Sheila R. Fulmer, CPPB
Procurement Manager

COUNTY OF LEXINGTON

Procurement Services

MEMORANDUM

(O) 359-8385

(F) 359-2240

DATE: March 9, 2005

TO: Art Brooks
County Administrator

THROUGH: Sheila R. Fulmer, CPPB
Procurement Manager



FROM: Janice A. Bell, CPPB
Procurement Officer

SUBJECT: Bellemeade Storm Drainage Improvements
Community & Economic Development
Bid No. B05019-02/07/05B

Invitations for bids were advertised and solicited from qualified contractors for Bellemeade Storm Drainage Improvements. The project includes the demolition of existing storm drainage, construction of new storm drainage and erosion control. There is an estimated 740 L.F. of 18", 1,419 L.F. of 24", 828 L.F. of 30", 252 L.F. 36", 510 L.F. of 42" and 451 L.F. 48" HDPE pipe; 216 L.F. 18", 142 L.F. 24", 64 L.F. 30", 37 L.F. 30", 37 L.F. 42" and 72 L.F. 48" RC pipe; 1,540 L.F. Silt Fencing; 1.89 acres of Grassing; 6 Junction Boxes; 26 Catch Basins; and 1.64 acres Clearing & Grubbing. We received bids from six (6) contractors (see attached bid tab).

Bids were evaluated by George Bistany, Community Development Administrator; J. Stacy Culbreath, P.E., American Engineering Consultants, Incorporated; and Janice A. Bell, Procurement Officer. It is our recommendation to award this contract to LAD Corporation of West Columbia as being the lowest responsive bidder. The total bid for the project, based on estimated quantities, is \$557,769.00.

2400-181201-537103 Urban Entitlement Community Development Bellemeade Drainage Improvements

There is \$226,402.50 in the appropriated account. If approved, a budget amendment will be prepared for the remaining \$331,366.50 for this project.

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

Attachment

copy: Larry Porth, Director of Finance / Assistant County Administrator
George Bistany, Community Development Administrator

COUNTY OF LEXINGTON

BID TABULATION SHEET

BID: B05019-02/07/05B

DATE: February 10, 2005

BELLMEADE STORM DRAINAGE IMPROVEMENTS

BIDDER	TOTAL BID
Cherokee Construction	\$530,392.00*
LAD Corporation of West Columbia	\$557,769.00
J.C. Wilkie Construction LLC	\$571,398.00
Ideal Construction	\$631,694.50
L-J, Inc.	\$723,511.50
Corley Construction	\$794,685.70

*Bid rejected for non-responsiveness.

Bids Opened: February 7, 2005 @ 3:00 p.m.


Janice A. Bell, CPPB
Procurement Officer

COUNTY OF LEXINGTON

Procurement Services

MEMORANDUM

(O) 359-8319

(F) 359-2240

DATE: March 7, 2005

TO: Art Brooks
County Administrator

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

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

SUBJECT: **Motorola 800 MHZ Radios / VHF Portable Radios and accessories
Public Safety/Fire Service**

We are in receipt of requisitions for the purchase of eight (8) Motorola 800 MHZ radios, ten (10) VHF portable radios and accessories for the Department of Public Safety/Fire Service. The radios and accessories will be purchased directly from the manufacturer (Motorola) through the South Carolina State Contract #OIR2002.07. The 800 MHZ radio is a vital interoperable communication tool. The radios will be issued to the following municipal fire departments; Irmo, Cayce, West Columbia, Batesburg-Leesville and the Airport. These departments will then have the capability to communicate directly with each other and the Lexington County Fire Service. The portable radios will be distributed throughout the Fire Service. The addition of these radios will enhance the Fire Service's ability to utilize available VHF frequencies, as well as maintain a backup to the 800 MHZ system. The grant procedures have been approved by the South Carolina Department of Public Safety. Total cost of these items including tax is \$34,296.37.

Funds are appropriated in the following accounts:

1000-131500-5A5089	Fire Service (13) Radios	\$21,150.14
2476-131500-5A5232	Homeland Security Grant (5) 800 MHZ Radio (Municipal Fire)	\$13,146.23

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 March 22, 2005.

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

COUNTY OF LEXINGTON

Procurement Services

MEMORANDUM

(O) 359-8385

(F) 359-2240

DATE: March 11, 2005

TO: Art Brooks
County Administrator

THROUGH: Sheila R. Fulmer, CPPB
Procurement Manager 

FROM: Janice A. Bell, CPPB
Procurement Officer

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

We are in receipt of a requisition for the purchase of one (1) Motorola 800 MHZ Radio and Accessories for the Sheriff's Department. The radio and accessories will be purchased directly from the manufacturer (Motorola) through the South Carolina State Contract #OIR2002.07. This radio, which is a vital communication tool for all law enforcement officers, will be issued to our drug lab chemist. Total cost of these items including tax is \$5,330.53.

Funds are appropriated in the following account:

2441-151200-5A5209	LE/Forensic Drug Lab	\$5,330.53
	(1) 800 MHZ Radio	

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

Attachment

copy: Larry Porth, Director of Finance/Assistant County Administrator
Timothy M. James, Deputy County Administrator
Sheriff James Metts

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



COUNTY OF LEXINGTON, SOUTH CAROLINA

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

ZONING MAP AMENDMENT APPLICATION # M04-06

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

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

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

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

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

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

Date 9/17/2004

Signature Jerry D Rothstein

(X) Owner?

Name(print) Jerry D. Rothstein

() Agent?

Address 6172 Bush River Road

Telephone # 803-772-6755

Columbia, SC 29212-0933

- 1. 9/17/04 Application Received
2. 9/17/04 Fee Received
3. 10/21/04 Newspaper Advertisement
4. 10/21/04 Property Posted
5. 11/01/04 Notices Sent

11/18/04 Planning Commission Recommendation: RECOMMEND APPROVAL

VOTE: 7 YES / 0 NO

10/26/04 First Reading 11/9/04 Public Hearing 3/8/05 Second Reading 3/22/05 Third Reading

Results:

STAFF SUMMARY ZONING MAP AMENDMENT #M04-06

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

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

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

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

Council District: Six - Councilman Johnny W. Jeffcoat

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

21.30 Permitted Uses by District

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

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

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

21.31 Chart of Permitted Activities by District

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

PROPOSED

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

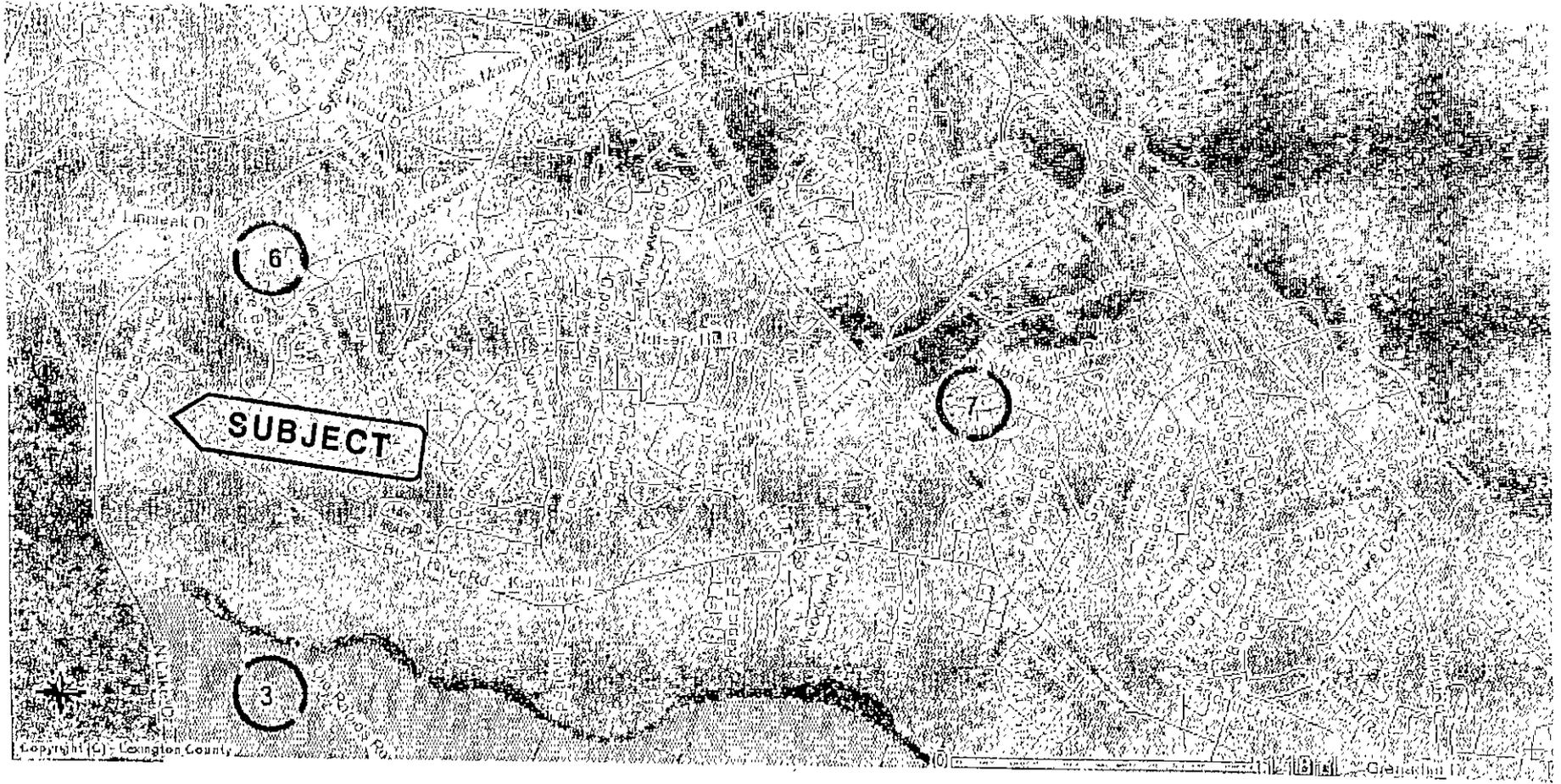


RI	RE	RS	D	RA	RD	LC	CI	C2	ID	LR	ACTIVITIES
		XX	Group Housing								
					XX		XX	XX	XX	XX	Hospitals
			XX	XX	XX				XX	XX	Kennels and Stables
					XX				XX	XX	Landfills (Limited)
					XX				XX	XX	Landfills (Intermediate)
					XX				XX	XX	Landfills (Extensive)
					XX			XX	XX	XX	Manufacturing (Light Assembly)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



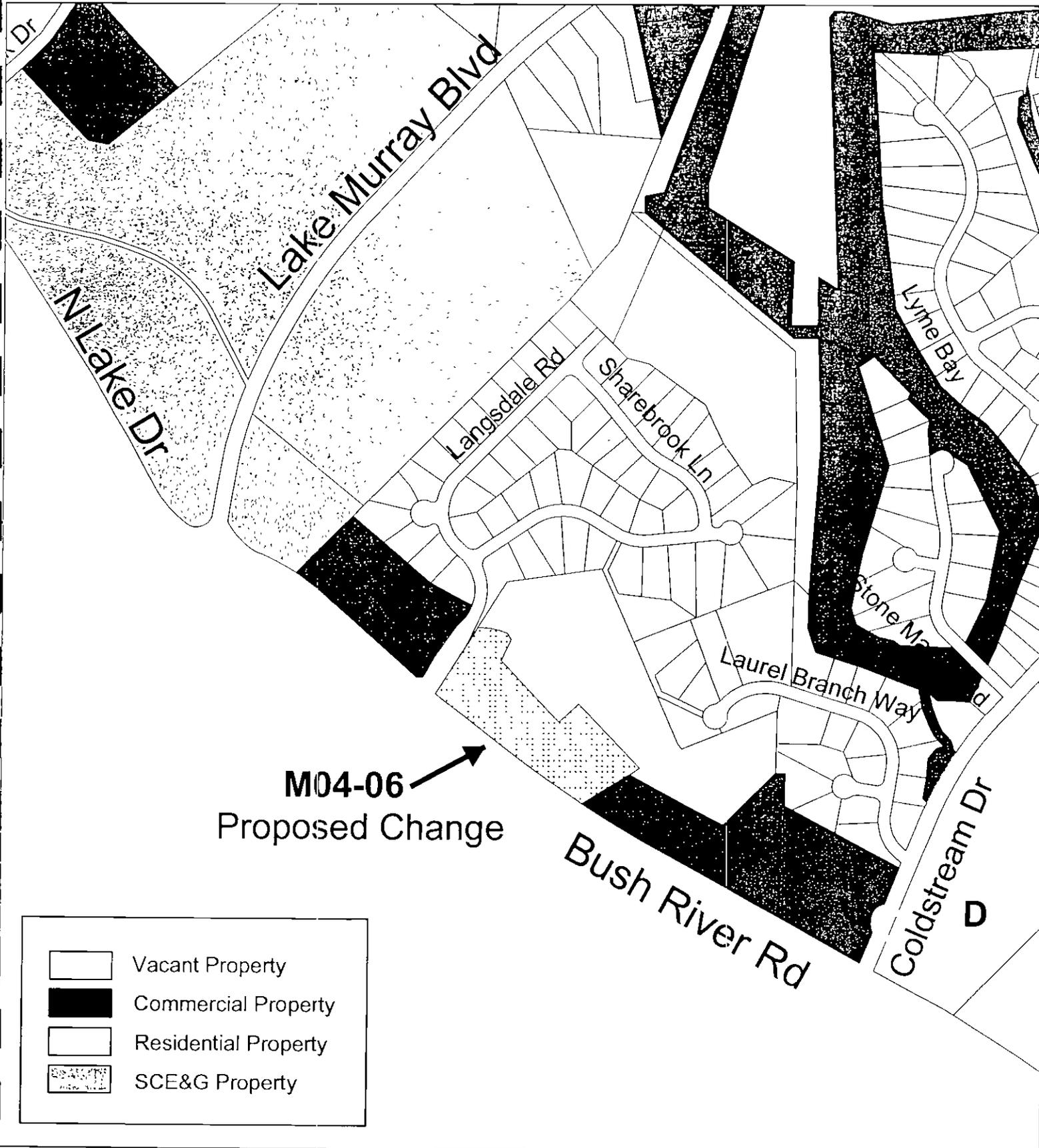
R1	R2	R3	D	RA	RD	LC	C1	C2	ID	LR	ACTIVITIES
					XX				XX	XX	Industrial Parks
					XX			XX	XX	XX	Towing and Impoundment Lot
					XX			XX	XX	XX	Trade Enterprises
					XX			XX	XX	XX	Transient Habitation
					XX			XX	XX	XX	Transport and Warehousing (Limited)
					XX				XX	XX	Transport and Warehousing (Extensive)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

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



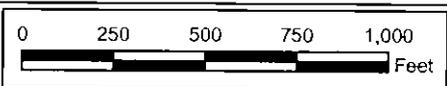
Council Districts

ZONING MAP AMENDMENT #M04-06



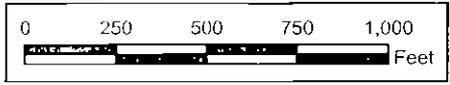
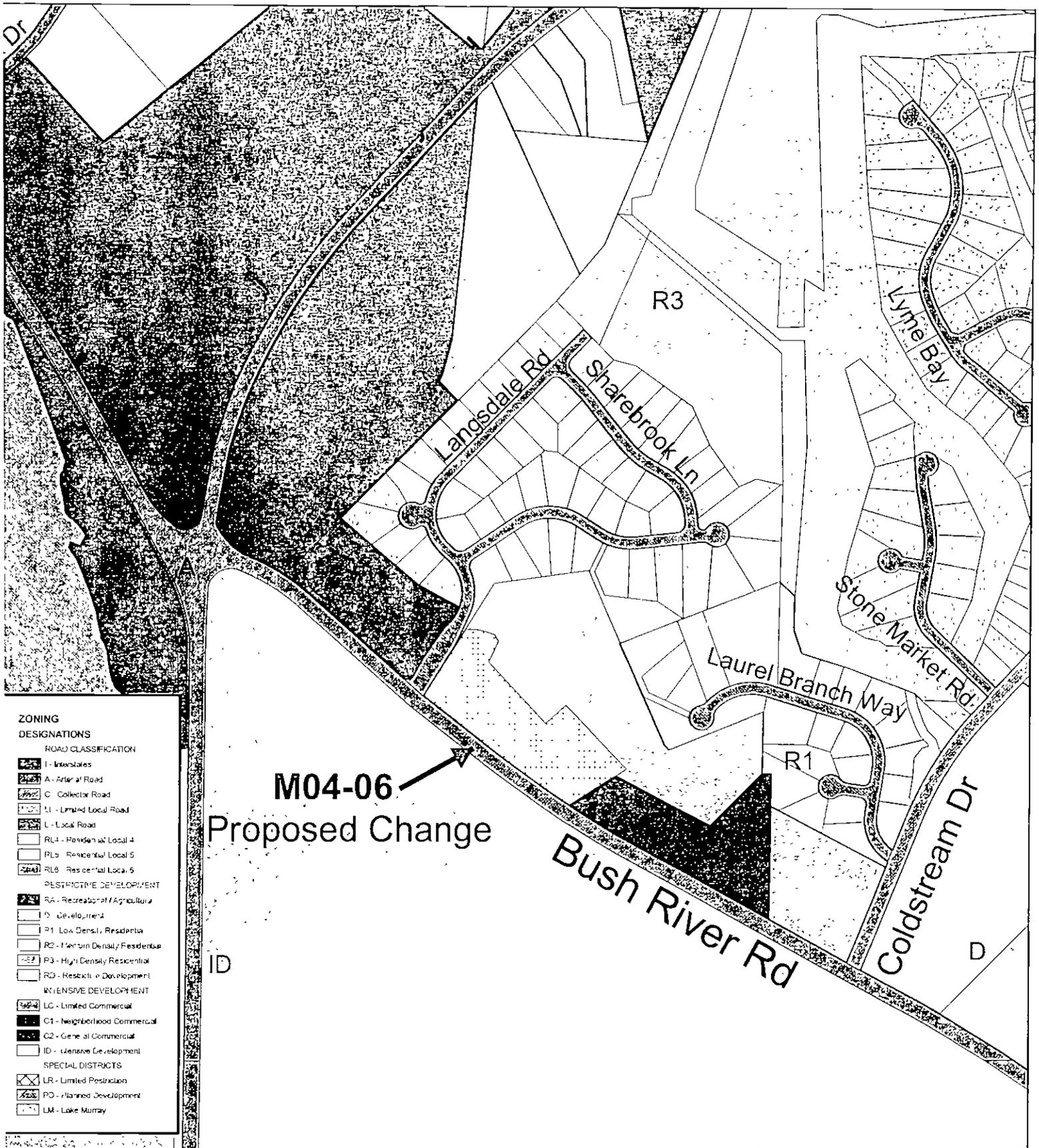
M04-06 →
Proposed Change

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



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





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





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 # M05-01

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

6172 Bush River Road, Columbia SC 29212

TMS# 2697-01-003D/O

Zoning classifications: High Density Residential (R3)
(current)

Low Density Residential (R1)
(proposed)

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

To rezone the portion of Selwood (Rothstein Property) as shown on map amendment application # M04-06 as R3 to R1, in order to serve as a compromise between the property owner (Rothstein) and adjoining property owners in Brittany Place Subdivision and Brittany II Subdivision.

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

Date 01-10-05

- () Owner?
() Agent?

Signature

Name(print)

Address

Handwritten signature and address: BRUCE A. HILLER, DEVELOPMENT ADMINISTRATOR, COUNTY OF LEXINGTON, 212 S LAKE DR., LEXINGTON SC 29072

Telephone # 359-8121

- 1. 1/10/05 Application Received
2. Fee Received
3. 1/20/05 Newspaper Advertisement
4. 1/27/05 Property Posted
5. 1/27/05 Notices Sent

2/17/05 Planning Commission Recommendation: Motion to Approve 7-0

1/10/05 First Reading 2/9/05 Public Hearing 3/8/05 Second Reading 3/22/05 Third Reading

Results:



STAFF SUMMARY

ZONING MAP AMENDMENT #M05-01

Description of the Amendment: This map amendment request is for a change in zoning classification from "High Density Residential (R3)" to "Low Density Residential (R1)" for the rear portion of the applicants property.

Character of the Area: There is a mix of commercial and residential use property. The subject property is bordered on the north by single family residential and on the west by Langsdale Rd. To the east is a church, with the subject property bordered on the south by Bush River Road. The SCE&G McMeekin Power Facility and Saluda Dam property is across Bush River Road to the south. The total subject parcel is approximately 16.37 acres. This amendment's portion is approximately 10 acres.

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

A request for change in zoning of this entire tract from "High Density Residential (R3)" to "General Commercial (C2)" was denied on December 9, 2003. Additionally, there was also a denial for a plan of rezoning a lesser, more defined acreage. There is currently a request for a change in zoning on the front portion of this property from "High Density Residential (R3)" to "General Commercial (C2)".

Council District: Six - Councilman Johnny W. Jeffcoat

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

However, home occupation day care is not subject to the 25% of total floor area restriction, or the 750 square feet of floor area restriction imposed on other home occupations. Also, home occupation day care may be conducted outside on the premises using yard furnishings customary to the residential setting. Additional traffic generation from one delivery and one pick up of each individual each day shall be considered within the limitations of item "c" above. The Board of Zoning Appeal's deliberations shall include, but not be limited to, the following items:

1. the size of the residence and the outside recreation area;
2. parking and vehicular access to the residence and its ability to accommodate the drop-off and pick-up of the additional individuals;
3. the stated opinions of the surrounding property owners; and
4. if requested, the acceptability of having an employee ("caregiver" as defined by the South Carolina Department of Social Services) who is not a resident of the dwelling unit

21.30 Permitted Uses by District

The columnar chart which follows describes the activities permitted within each district. This chart is based upon the list of principal activities defined in Section 21.10 of this Ordinance and the districts established in Section 11 40, and is subject to the following:

- a. The listing of a permitted activity within a district may be voided upon the application of the special overlay district regulations pertaining to flooding, drainage, or airports found in Articles 4 and 5 of this Ordinance.
- b. The provisions of Chapters 2, 3, and 4 of this Article shall apply in all districts to all listed activities as applicable. The application of these provisions may prohibit an activity from locating in a particular district
- c. Within the Limited Restriction (LR) district, all activities except the following are permitted without review for compliance with the specific provisions of this Ordinance:

- Extremely Hazardous Materials as regulated by Article 3
- Manufacturing Operations as regulated by Article 8
- Mobile Home Parks as regulated by Article 7
- Specialty Oriented Businesses as regulated by Article 10

21.31 Chart of Permitted Activities by District

The activities that are marked by an asterisk (*) are allowed only when granted a special exception by the Board of Zoning Appeals as outlined in Article 12 of this Ordinance

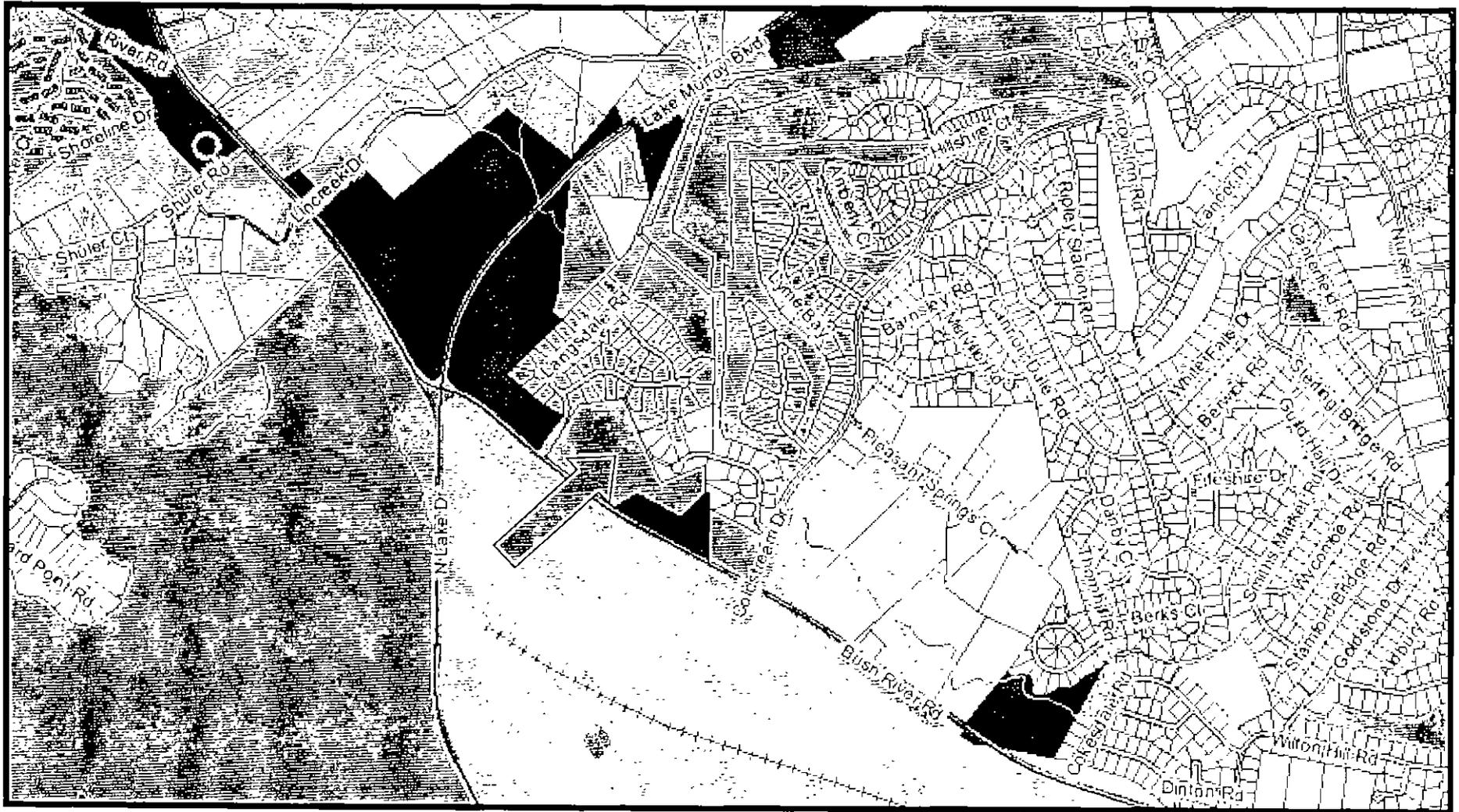
RI	R2	R3	D	RA	RD	LC	C1	C2	ID	LR	ACTIVITIES
					XX	XX	XX	XX	XX	XX	Administrative Offices
					XX		XX	XX	XX	XX	Advertising Signs
				XX	Airports						
			XX	XX	XX				XX	XX	Animal Operations
		XX		XX	XX		XX	XX	XX	XX	Boat Docks
					XX				XX	XX	Bus and Transit Terminals
					XX			XX	XX	XX	Business Services
	XX	XX	XX	XX	XX			XX	XX	XX	Cemeteries
	XX	Child or Adult Day Care									
XX	Churches										
					XX				XX	XX	Communication Towers
XX	XX	XX	XX	XX	XX			XX	XX	XX	Community Education
					XX			XX	XX	XX	Construction Services
			XX	XX	XX				XX	XX	Crops



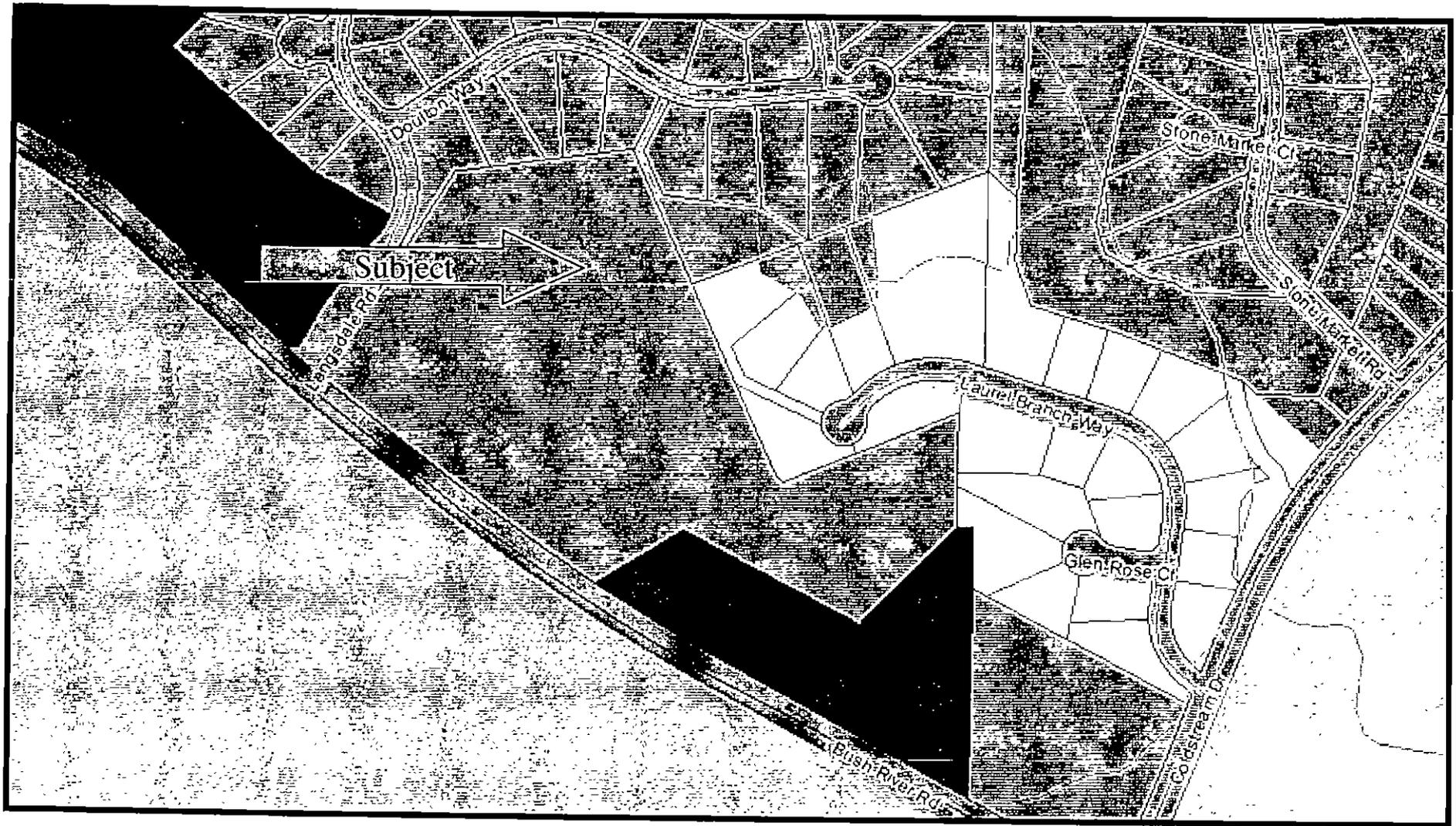
RI	R2	R3	D	RA	RD	LC	C1	C2	ID	LR	ACTIVITIES
					XX				XX	XX	Detention Centers
XX	XX	XX	XX	XX	XX	XX	XX	XX	XX	XX	Essential Services (Limited)
	XX	XX	XX	XX	XX			XX	XX	XX	Essential Services (Extensive)
				XX	XX			XX	XX	XX	Food Services
					XX			XX	XX	XX	General Repair and Maintenance Services
					XX	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

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

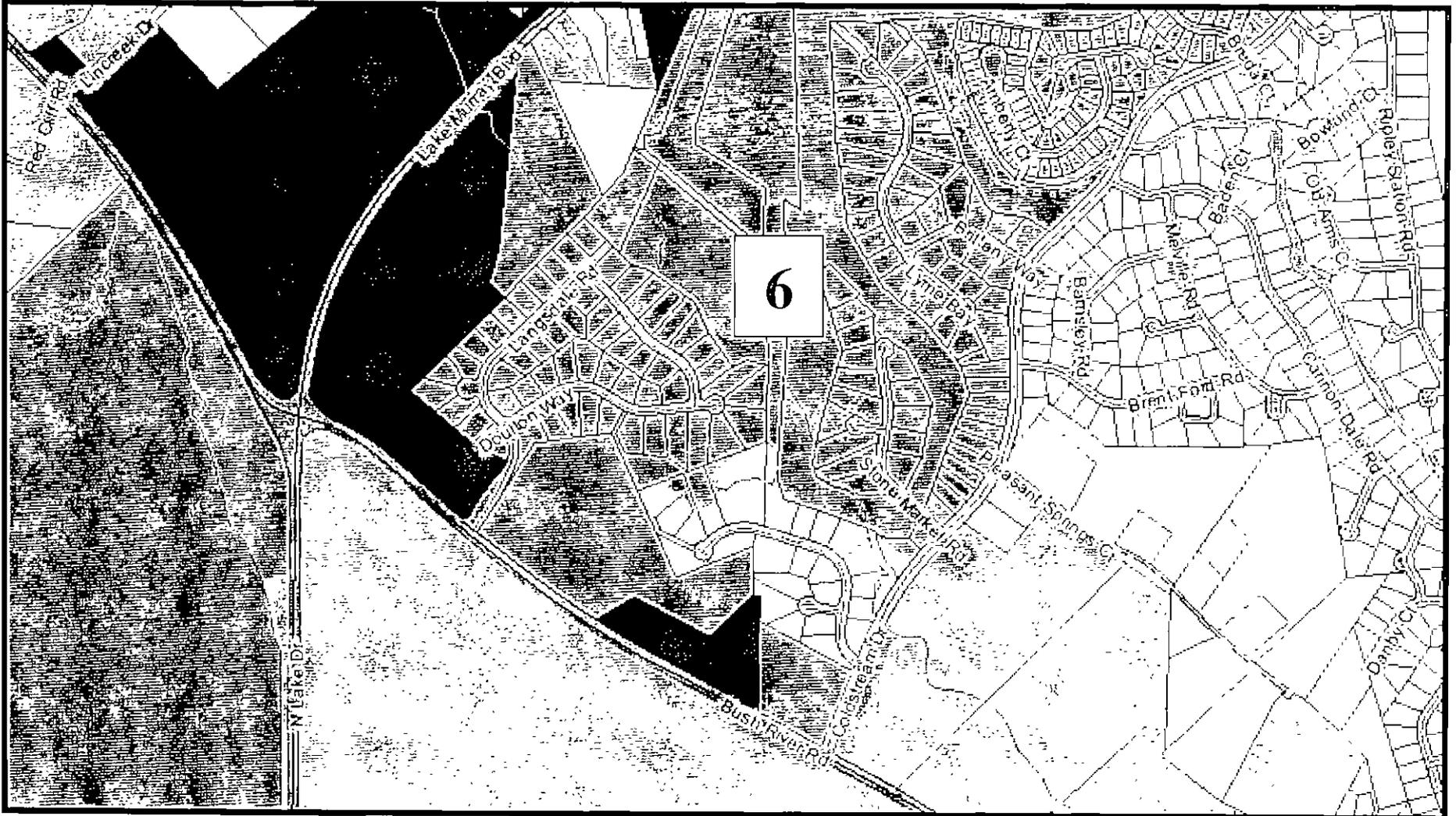
The permitting of this activity in these districts is allowed only if the Group Assembly (Limited) activity is a membership facility owned, operated, and used by the property owners in the surrounding residential area for which the facility is being established.



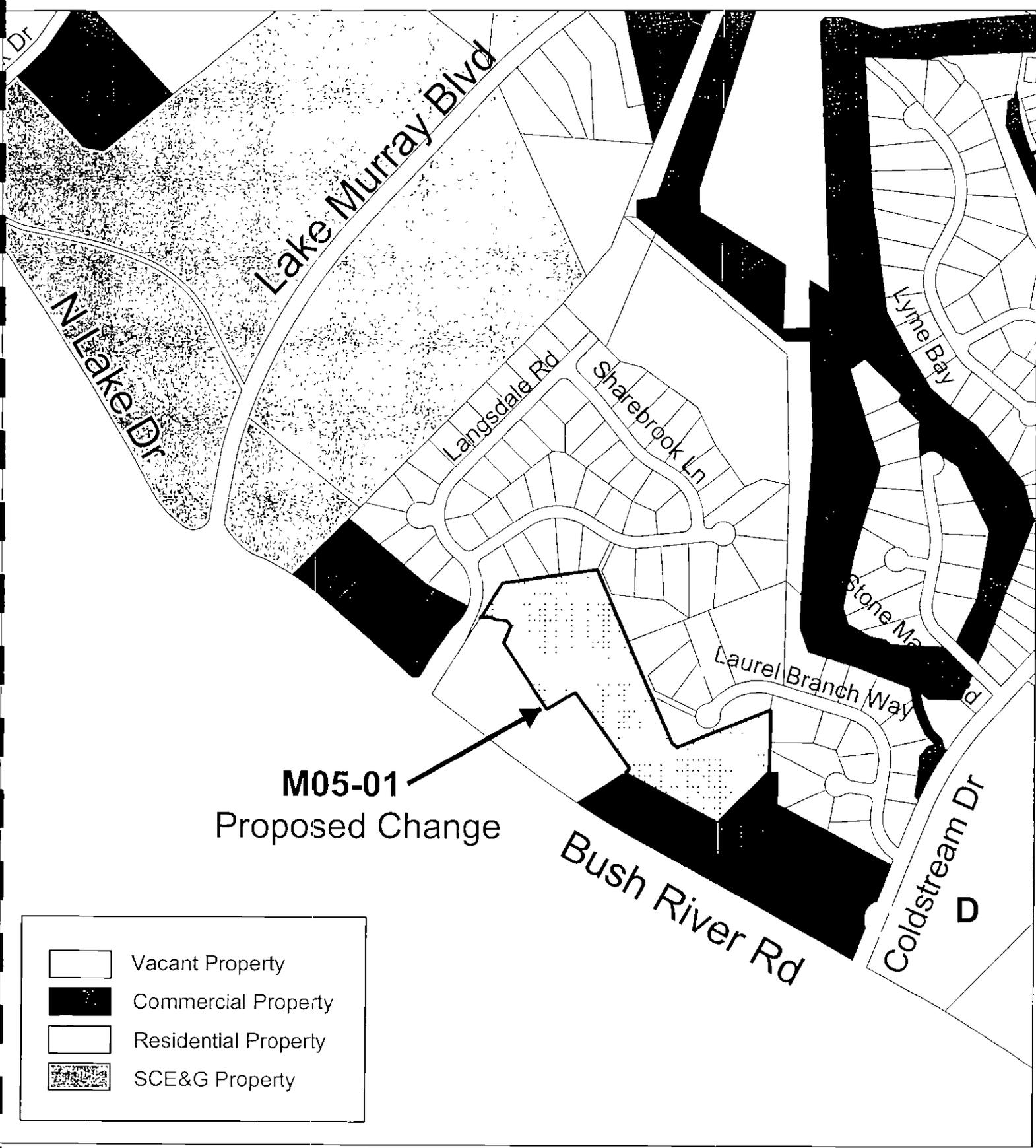
ZONING MAP AMENDMENT #M05-01



ZONING MAP AMENDMENT #M05-01

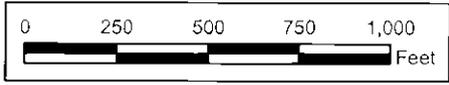


COUNTY COUNCIL DISTRICT MAP



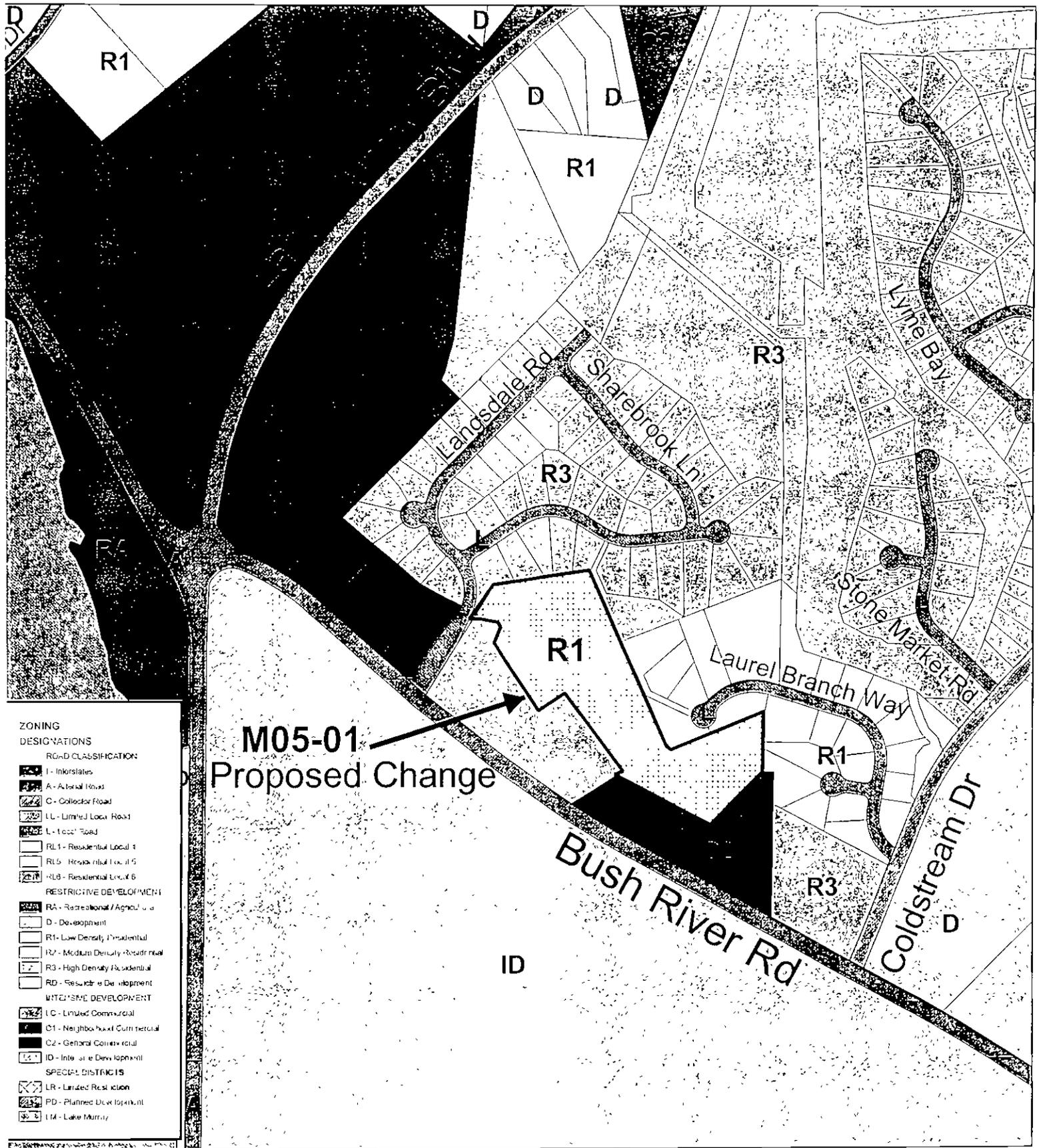
M05-01
Proposed Change

	Vacant Property
	Commercial Property
	Residential Property
	SCE&G Property



Map Amendment # M05-01
TMS # 002697-01-003





ZONING DESIGNATIONS

RG-D CLASSIFICATION

- I - Interstates
- A - Arterial Roads
- C - Collector Roads
- LL - Limited Local Roads
- L - Local Roads
- RL1 - Residential Local 1
- RL5 - Residential Local 5
- RL6 - Residential Local 6

RESTRICTIVE DEVELOPMENT

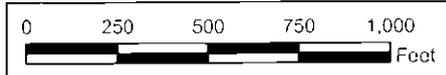
- RA - Recreational/Agricultural
- D - Development
- R1 - Low Density Residential
- R2 - Medium Density Residential
- R3 - High Density Residential
- RD - Residential Development

INTERMEDIATE DEVELOPMENT

- LC - Limited Commercial
- C1 - Neighborhood Commercial
- C2 - General Commercial
- ID - Intensive Development

SPECIAL DISTRICTS

- LR - Limited Recreation
- PD - Planned Development
- LM - Lake Murray



Map Amendment # M05-01
TMS # 002697-01-003

Zoning map Amendment

6172 Bush River Road
Columbia, SC 29212-0933

05-01

2/07/05

To: Bruce Heller

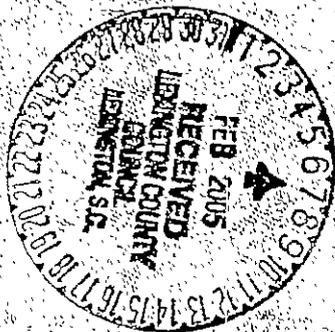
From: Jerry Rothstein

Enclosed is a draft of the Declaration of Restrictive Covenants for the commercial zoning.

This information was requested at the Irmo library meeting by Brittany residents, two of whom were to call me requesting this information. (The above was related to me by Johnny Jeffcoat). To date, I have received no such phone call from the Brittany residents, but as I promised Johnny Jeffcoat, I would have my attorney, Wes Johnson, draft more detailed provisions of the Covenants which are enclosed.

Best regards,

Jerry Rothstein



STATE OF SOUTH CAROLINA

COUNTY OF LEXINGTON

**DECLARATION OF RESTRICTIVE
COVENANTS FOR SELWOOD
BUSINESS PARK**

BE IT KNOWN this Declaration of Restrictive Covenants is made on _____, 2005 by (Selwood Development Group , a South Carolina (type of entity)) hereafter known as "Declarants."

WHEREAS, Selwood Development Group is the owner of a parcel of land on Old Bush River Road in Lexington County as shown on a survey titled _____ by _____, dated _____, and recorded in the Office of the Register of Deeds of Lexington County at Book _____ and Page _____; and

Whereas, the Declarants wish to ensure that all parcels constituting Selwood Business Park shall be used for limited commercial purposes and at all times shall be appropriate for the location of the Business Park; and

Whereas, to accomplish these aims by limiting the manner in which Selwood Business Park may be used, Declarants wish to impose on Selwood Business Park the Restrictive Covenants listed below;

Now therefore, Declarants declare the Selwood Business Park shall be held, sold, and conveyed subject to these Restrictive Covenants; and that these Covenants shall run with the land, shall be binding upon any and all persons or entities having any right, title, or interest in the Business Park, or in any part thereof, and on their heirs, assigns, or successors, and shall inure to the benefit of each owner of each lot constituting the Business Park now or at any time in the future.

**ARTICLE I
GENERAL PROVISIONS**

Description of Property

See Exhibit "A" attached

Definition of "Owner" and "Occupant"

As used in these covenants, "Occupant" is any person, firm, corporation, partnership, association, trust, or other legal entity, or in any combination thereof, who physically occupies any portion of a lot, or lots, in the Selwood Business Park.

As used in these covenants, "Owner" is any person, firm, corporation, partnership, association, trust, or other legal entity, or any combination thereof, who is the holder of a deed to a lot, or lots, in the Selwood Business Park.

Purpose of Covenants

Covenants are being created for Selwood Business Park to ensure development occurs in a manner compatible with the surrounding area and that occupiers of individual lots will use the property in compatible and complementary uses. Owners and occupiers of the business center as well as surrounding landowners are to be protected against uses that may render their property less desirable.

References in Conveyances

Declarants intend this Declaration of Restrictive Covenants will be recorded in the Office of the ROD for Lexington County, and the Declarants and any person, firm, corporation, partnership, association, trust, or other legal entity, or any combination thereof, who becomes the holder of a deed to a lot, or lots, in the Selwood Business Park shall be fully bound by its provisions. To accomplish this end, Declarants shall place the following statement in any deed conveying any interest in any lot or lots in said Business Park to other persons or entities:

"Purchaser acknowledges the existence of Restrictive Covenants limiting the use of property in the Selwood Business Park which are recorded in the Office of the ROD for Lexington County. As part of the consideration for the purchase of any lots or lots in said Business Park, Purchaser accepts and agrees to abide by all the provisions thereof."

This statement shall likewise be placed in all subsequent deeds conveying any interest in any lot or lots in said Business Park to any person or entity. However, the failure to comply with this provision by any party shall in no way diminish or impair the binding effect of these Restrictive Covenants.

Constructive Notice and Acceptance

Every person, partnership, corporation, or other legal entity which acquires any right, title, or interest in or to any portion of the property is and shall be conclusively consented and agreed to every covenant, condition, and restriction contained herein, whether or not any reference to this Declaration is contained in the instrument by which such person, corporation, partnership or organization acquired such right, title, or interest.

Term

This Declaration of Restrictive Covenants shall continue in full force and effect for a period of twenty years from the date of recordation hereof, after which it shall be automatically extended for successive periods of ten years.

Termination, Modification, and Waiver

This Declaration of Restrictive Covenants may be amended, extended, modified, or terminated only by a duly authorized act of the Architectural Committee of Selwood Business Park, consisting of Jerry Rothstein, Carole Rothstein, and David Rothstein, or its assigns. However, any amendment, extension, modification, or termination of these Covenants shall only become effective upon its recordation in the Office of the ROD for Lexington County.

Effects of Invalidation

If any provisions of this Declaration is held to be invalid by any court, the invalidity of such provision shall not affect the validity of the remaining provisions hereof.

ARTICLE II PERMITTED AND PROHIBITED USES

Intended Use

All lots comprising the Selwood Business Park are dedicated to use as commercial space with restrictions as set forth below. Without exception, any use of the Business Park must be compatible with the uses within the Business Park and surrounding area.

Prohibited Uses

1. All structures must be approved by the architectural committee. Once a structure has been approved and built, no user of that building may substantially alter the appearance of that structure nor may they make any additions to that building without approval of the Architectural Committee or its assigns.
2. No lots within the business center may be subdivided.
3. No business shall be allowed to operate for the uses of heavy manufacturing or other industrial activities, repair of combustion engines, or any other activity which might interfere with the rendering of services to clients. Obnoxious noise, vibration, smoke, dust, dirt, and unusual hazards will be prohibited.
4. All lots and structures shall be maintained and not allowed to suffer waste or disrepair. Each Owner and Occupant shall keep the building in good condition and repair, and adequately painted or other finished in keeping with the existing appearance. Landscaping will be of a uniform nature and maintained regularly.
5. No portion of the business center shall be used for the storage of any vehicle, including trailers and campers, which is not connected to the normal business operations of an Owner or Occupant. No inoperable vehicles shall be allowed at

any time. No heavy machinery is allowed unless in use in the construction of maintenance of the property.

6. Trash and debris shall not be allowed to accumulate on the property. Any dumpster provided for joint use shall be maintained by all users to maintain a neat and professional appearance.
7. Signage shall be discreet and in a form approved by the Architectural Committee.
8. All fixtures, appliances, or utilities are to be kept in the rear of each building unless approved by the Architectural Committee.
9. All storage of any materials necessary to the operation of a business is to be contained within that business. No storage outside of the building will be allowed unless approved by the Architectural Committee.
10. No temporary buildings or other improvements of a temporary nature shall be permitted in the Business Park.

Uses Requiring Written Permission of Architectural Committee

1. No signs, banners, or billboards for the attraction of tenants shall be permitted anywhere in the Business Park without the written permission of the Architectural Committee or its assigns.
2. Any dumpster provided for the joint use of the Owners and Occupants shall be used in a manner which respects the rights and safety of the other owners and occupants in its use. All Owners and Occupants shall assist in keeping the area surrounding the dumpster neat and professional in appearance. No person or entity may place a private dumpster on the premises without the written permission of the Architectural Committee or its assigns.
3. No fencing shall be erected without the written permission of the Architectural Committee or its assigns.
4. No trees, shrubs, or other landscaping vegetation shall be trimmed, cut, or removed without the written permission of the Architectural Committee or its assigns.

ARTICLE III ENFORCEMENT

By Whom Enforceable

In the event any Owner or Occupant of any portion of the Business Park violate any of the provisions of these Restrictive Covenants, any Owner, group of Owners, the Architectural Committee or its assigns may enforce these provisions

Notice

Written notice of any violation of these Covenants must be delivered to the Owner of the building occupied by the violator, and to the Architectural Committee or its assigns. Upon written notice, the Owner of the building occupied by the violator shall have fifteen days to cure the violation.

Remedy of Violation

In the event an Owner fails to cure a violation of these Covenants within fifteen days after receipt of written notice, any Owner or the Architectural Committee or its assigns may seek enforcement and damages in any court of competent jurisdiction. In addition, if the offending Owner loses a legal or equitable action hereunder, the person or entity who brought the action shall also be entitled to recover attorney's fees and costs from the offending owner.

Right to Cure Given to Architectural Committee

In addition to the remedy described above, the Architectural Committee, or its assigns, is expressly granted the right, privilege, and license to enter upon the Lot of the offending Owner and take any action to cure a violation of these Covenants. All reasonable cost of curing the violation shall be at the expense of the offending Owner. If said Owner fails to reimburse the Owner's Association within a reasonable time after receipt of a bill for the cost of curing a violation, the Architectural Committee, or its assigns, may sue the offending Owner pursuant to the paragraph above entitled "Remedy of Violations."

Failure to Enforce Not a Waiver of Rights

The failure of any Owner or the Architectural Committee or its assigns to enforce any covenant herein contained shall in no event be deemed a waiver of the right to do so thereafter, nor of the right to enforce any other provision of the Declaration.

Effect of Residential Sale

Nothing in this document shall prevent the sale or use of the entire parcel of land shown on the above mentioned plat as Selwood Business Park, or any portion thereof, to be used as residential property. In the event such sale or use is sought, these Restrictive

Covenants shall be deemed not to affect any portion of the parcel so sold or used exclusively as residential property.

IN WITNESS WHEREOF, Declarants have caused their names to be signed hereto, by its officer, who are authorized to do so.

Witness:

Declarants:

WITNESSETH



COUNTY OF LEXINGTON, SOUTH CAROLINA

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

ZONING MAP AMENDMENT APPLICATION # M04-09

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

5466 Bush River Rd., 5663 Wescott Rd. Columbia 29212 TMS# 002798-01-002 & 022

Zoning classifications. Development (D) General Commercial (C2)
(current) (proposed)

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

All properties that surround the property on Bush River Road are already zoned commercial and this amendment would greatly increase the marketability of my property in the future. It would also allow for additional activities as opposed to the limited allowances of Development districts.

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

Date 12/16/04

Signature [Handwritten Signature]

(X) Owner?
() Agent?

Name(print) David A. Smith

Telephone # 803-798-7679

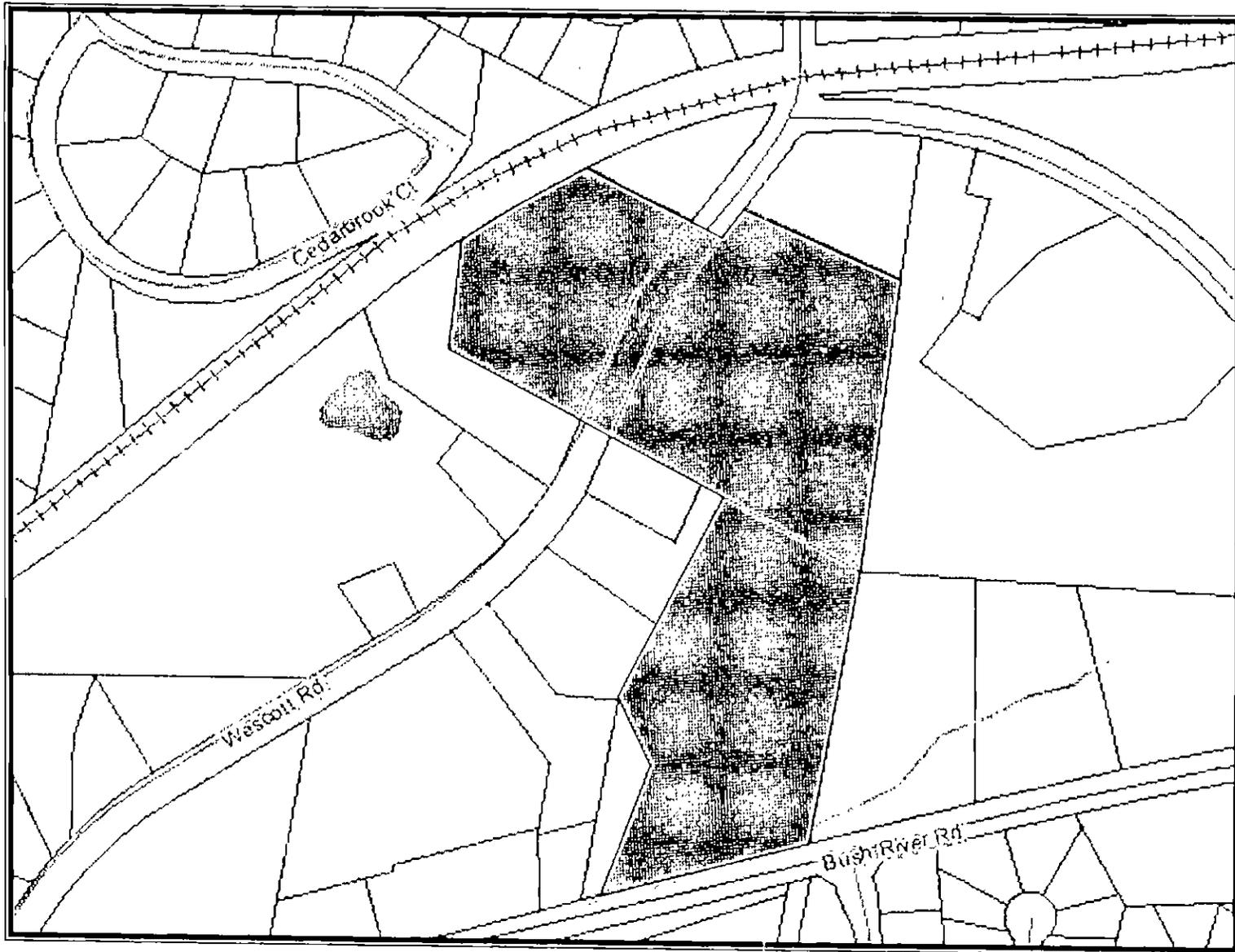
Address 5466 Bush River Rd.
Columbia, SC 29212

- 1. 12/16/04 Application Received
2. 12/16/04 Fee Received
3. 1/20/05 Newspaper Advertisement
4. 1/24/05 Property Posted
5. 1/21/05 Notices Sent

2/17/05 Planning Commission Recommendation: Motion To Approval
Amendment Request 6-1

1/25/05 First Reading 2/8/05 Public Hearing 3/18/05 Second Reading 3/22/05 Third Reading

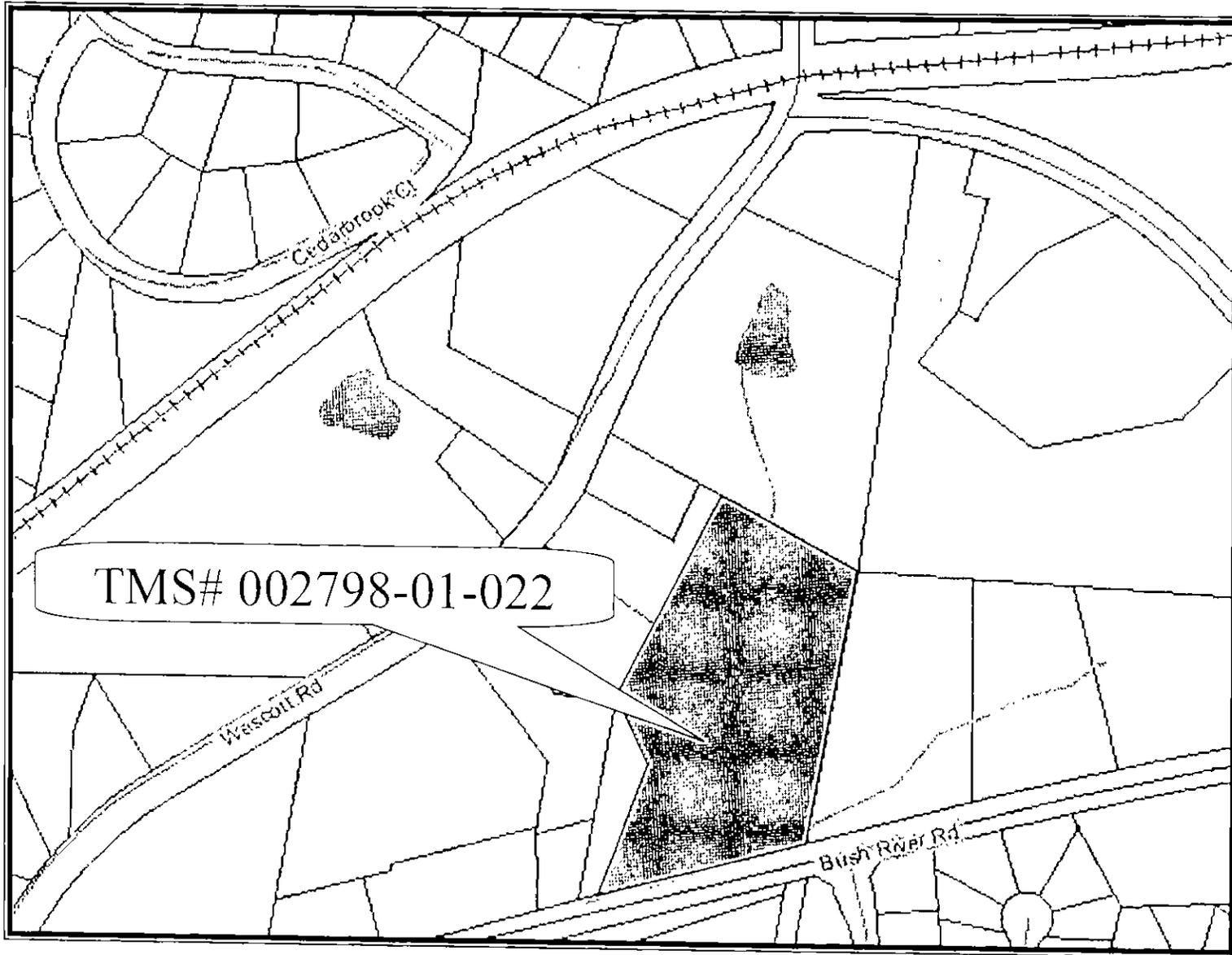
Results:



M04-09 Original Map Amendment Application Request



M04-09 Amended Request per applicants' letter dated 01-31-05



M04-09 Amended request per applicants' conversation with
Councilman Carrigg as reported in P&A Committee 03-08-05

(Tab P)

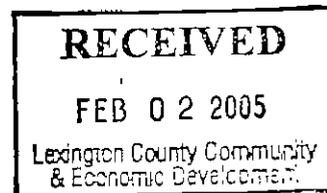
**APPLETREE, INC. LANDSCAPING
NURSERY & MAINTENANCE**

DAVID SMITH
MAROLYN SMITH

5466 OLD BUSH RIVER ROAD
COLUMBIA, SOUTH CAROLINA 29212
(803) 798-7679
FAX: 803-772-2761
NURSERY: 803-772-2773

31 Jan 05

Robbie Derride
Lex. Cty Planning.

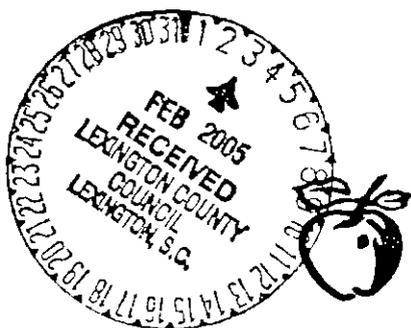


Per our request to rezone
our property from D- to C-2 we
only want to rezone the parcel
on Bush River Rd. + the new section
that attached to the rear.

Property across West Rd +
the property in Mungwood I would
like to leave as is.

At the hearing on 6 Feb I
would like to make sure its
zoned properly.

Sing
David



DESIGN - INSTALLATION - MAINTENANCE
Family Owned and Operated Since 1981



COUNTY OF LEXINGTON, SOUTH CAROLINA

ORDINANCE 05-01

**AN ORDINANCE TO AMEND SECTION 54-61(c) OF THE
FRANCHISED COLLECTORS ORDINANCE FOR LEXINGTON
COUNTY**

Pursuant to the authority granted by the Constitution of the state of South Carolina and General Assembly of the State of South Carolina, be it ordained and enacted by the Lexington County Council as follows:

WHEREAS, Lexington County awards residential solid waste franchises within the unincorporated area of Lexington County; and

WHEREAS, the awarding of the franchise areas is not a regular procurement of services since the franchisees contract directly with residential customers for service rather than with the County of Lexington; and

WHEREAS, it is the desire of County Council to get the lowest possible rate and the best possible service for residential customers in Lexington County; and

WHEREAS, County Council believes that it would be in the best interests of Lexington County residents to allow County Council the option of negotiating the best possible price and services with prospective franchisees;

NOW, THEREFORE, Section 54-61(c) is hereby amended to read as follows:

Section 1: (c) Contracts may be obtained from either competitive bidding through the regular county procurement process or through negotiations with prospective collectors of solid waste.

Section 2: This amendment shall be effective upon the date of its adoption.

This Ordinance was adopted in meeting duly assembled this _____ day of _____, 2005.

Bruce E. Rucker, Chairman
Lexington County Council

ATTEST:

COMMITTEE REPORT

RE: Resolution - Carolina Culinary Foods, L.P. - Financing Agreement

DATE: March 9, 2005

COMMITTEE: Planning and Administration

MAJORITY REPORT: Yes

The Planning and Administration Committee convened on Tuesday, March 8, 2005 to consider a resolution authorizing the execution and delivery of an Estoppel, Consent and Agreement, and Leasehold Mortgage by and between Lexington County and Bank of America.

Mr. Carl Holloway, the attorney representing Carolina Culinary Foods, L.P. f/k/a Columbia Farms - OSI, L.P., stated his client desires to enter into a financing agreement with Bank of America and mortgage its leasehold interest as collateral for the loan(s) extended by Bank of America, however the title of the property is currently under Lexington County's name as a result of a fee-in-lieu tax agreement.

Mr. Holloway said the loan is in excess of \$1 billion with the County's portion being between \$11 million to \$18 million but stated the County is not obligating itself for the loan but agreeing for the leasehold interest to be mortgaged.

The committee voted to recommend that full Council approve the resolution contingent upon the approval of the County attorney.