

AGENDA
LEXINGTON COUNTY COUNCIL
Committee Meetings
Tuesday, April 12, 2005
Second Floor - County Administration Building
212 South Lake Drive, Lexington, SC 29072
Telephone - 803-359-8103 -- FAX 803-359-8101

2:45 p.m. - 3:10 p.m. - Planning and Administration

- (1) Town of Swansea - Letter of Support for the Phase III Enhancement Grant Application -
The Honorable Ray Spires, Mayor **A**
- (2) Zoning Map Amendment M05-02 - North Lake Drive Between Elton Meetze Lane and
Regency Drive **B**
- (3) Sign Committee Results - Temporary Sign Committee - Mr. Craig Lemrow, Chairman
- (4) Old Business/New Business
- (5) Adjournment

3:10 p.m. - 3:20 p.m. - Public Works

- (1) Results of Collection Stations Survey - Solid Waste - Joe Mergo, Director **C**
- (2) Old Business/New Business
- (3) Adjournment

3:20 p.m. - 4:05 p.m. - CTC (County Transportation Committee)

- (1) SCDOT Right-of-Way Issues - Public Works- John Fechtcl, Director **D**
- (2) "C" Fund Bond Alternative - Public Works - John Fechtcl, Director **E**
- (3) SCDOT Request - Public Works - John Fechtcl, Director **F**
- (4) Old Business/New Business
- (5) Adjournment

4:05 p.m. - 4:15 p.m. - Committee of the Whole

- (1) Battle for Columbia, Living History Event - Mr. Jeff O'Cain, P.O. Box 210307,
Columbia, SC
- (2) Old Business/New Business
- (3) Adjournment

Planning & Administration

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

Public Works

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

CTC

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

Committee of the Whole

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

A G E N D A
LEXINGTON COUNTY COUNCIL
Tuesday, April 12, 2005
Second Floor - Council Chambers - County Administration Building
212 South Lake Drive, Lexington, South Carolina 29072
Telephone - 803-359-8103 FAX - 803-359-8101

4:30 P.M. - COUNCIL CHAMBERS

Call to Order/Invocation
Pledge of Allegiance

Employee Recognition - Art Brooks, County Administrator

Presentation of Resolution

- (1) Eagle Scout Matthew Chapman Presented by Councilman Jeffcoat

Resolutions **G**

- (1) Dunn's Chapel
- (2) Gary R. Day
- (3) Poultry Festival

Appointments **H**

Bids/Purchases/RFPs

- (1) Metal Detectors - Magistrate Court Services **I**
- (2) EMS Equipment and Accessories - Public Safety/EMS **J**
- (3) Motorola 800 MHZ Control Station - Public Safety/Emergency Preparedness **K**
- (4) All Terrain Vehicle (ATV-Gator) With Trailer - Public Safety/Fire Service **L**
- (5) Foam Injection Systems - Public Safety/Fire Service **M**
- (6) Installation of Mobile Generator System - Public Safety/Fire Service **N**
- (7) Fleet Vehicle Replacement - Sheriff's Department **O**
- (8) Hewlett Packard Map Plotter - Sheriff's Department **P**

Chairman's Report

Administrator's Report

Approval of Minutes - Meeting of March 22, 2005 **Q**

Ordinance

- (1) Ordinance 04-11 - Approving the Fee-in-Lieu of Tax Agreement Between Lexington County and Nucor Corporation - 3rd and Final Reading **R**
- (2) Ordinance 05-01 - An Ordinance to Amend Section 54-61(c) of the Franchised Collectors Ordinance for Lexington County - 3rd and Final Reading **S**
- (3) Ordinance 05-02 - An Ordinance Adopting a Supplemental Appropriation for FY04-05 - 2nd Reading **T**

Committee Reports

Planning & Administration, J. Owens, Chairman

- (1) Town of Swansea - Letter of Support for the Phase III Enhancement Grant Application - **(Tab A)**

Public Works, B. Derrick, Chairman

- (1) \$75,000 School Road Request "C" Funds - Public Works **U**

CTC, B. Rucker, Chairman

- (1) SCDOT Right-of-Way Issues - Public Works - **(Tab D)**
- (2) "C" Fund Bond Alternative - Public Works - **(Tab E)**
- (3) SCDOT Request - Public Works - **(Tab F)**

Budget Amendment Resolutions

OLD BUSINESS/NEW BUSINESS

EXECUTIVE SESSION/LEGAL BRIEFING

MATTERS REQUIRING A VOTE AS A RESULT OF EXECUTIVE SESSION

ADJOURNMENT

Town of Swansea

RAY SPIRES
Mayor

W. VENSON HUCKABEE
Mayor Pro-Tem



WILLIAM "BILL" DEAL
LINDA G. BUTLER
WOODROW DAVIS, JR
Council

Swansea, South Carolina

March 30, 2005

The Honorable Bruce Rucker
Lexington County Council
212 South Lake Drive
Lexington, South Carolina 29070

Dear Councilman Rucker:

Attached you will find a copy of the Phase III Enhancement Grant Application for the Town of Swansea.

Also, you will find a copy of a "draft letter" of support for this application. Please prepare this letter of support to Ms. Elizabeth Mabry and return to me at the following address, so that I may insert this into the original package for submission.

Ray Spires
Mayor, Town of Swansea
P. O. Box 429
Swansea, South Carolina 29160

Sincerely,

A handwritten signature in cursive script that reads "Ray Spires".

Ray Spires
Mayor, Town of Swansea



SOUTH CAROLINA DEPARTMENT OF TRANSPORTATION
TRANSPORTATION ENHANCEMENT APPLICATION
(USE ATTACHED INFORMATION GUIDE)

APPLICANT INFORMATION

APPLICANT Town of Swansea
DATE: March 14, 2005
ADDRESS: 300 West Third Street (P. O. Box 429) PHONE 803-568-2835
CITY: Swansea STATE: SC ZIP 29160-0429

PROJECT INFORMATION

CONTACT PERSON Mike Burkhold TITLE Administrator, Planning Consultant
NAME OF PROJECT Swansea Downtown Revitalization Program-Phase III
BRIEF PROJECT DESCRIPTION: Beautification and streetscape project
PROJECT LOCATION: U. S. 321 from its intersection with 4th Street for two blocks to its intersection with Oak Street
LENGTH & TERMINI (IF APPLICABLE) Approximately 2800 ft

PROJECT CATEGORY

COUNTY Lexington HOUSE DISTRICT 96
SENATE DISTRICT: 22 CONGRESSIONAL DISTRICT two

(CHECK ONLY THOSE ACTIVITIES THAT WILL BE FUNDED WITH ENHANCEMENT FUNDS)

- Provisions of facilities for pedestrians and bicycles
- Safety and educational activities (pedestrians & bicyclist)
- Acquisition of scenic easements and scenic or historic sites
- Scenic or historic highway program (tourist and welcome center facilities)
- Landscaping and other scenic beautification
- Historic preservation
- Rehabilitation and operation of historic transportation buildings, structures or facilities
- Preservation of abandoned railway corridors
- Control and removal of outdoor advertising
- Archaeological planning and research

MINIMUM REQUIREMENTS FOR PROPOSALS

- Mitigation of water pollution due to highway run-off or reduce vehicle caused wildlife mortality while maintaining connectivity
- Establishment of transportation museums

(PLEASE ANSWER THE FOLLOWING IN SPACES PROVIDED)

A. ELIGIBILITY DEMONSTRATION: "SEE ATTACHED" IS NOT ACCEPTABLE

1. Project falls into one or more of the historic categories, is the property
 Eligible for or Listed on the National Register of Historic Places?
2. Does project conform to applicable requirements of Americans with Disabilities Act and any other state or federal laws concerning accessibility?
 YES NO
3. What is project's relationship to Intermodal Transportation System?
 Function Proximity Impact

EXPLAIN BRIEFLY

Phase III of the Swansea Streetscape project will address U. S. 321 from 4th Street, which is one block south of the interconnection of the Phase II terminus on 3rd Street to one block past the U. S. 321 intersection with S. C. 6 East(Oak Street) Phase III is an extension of Phases I and II of the project which included the redesign and reconstruction of sidewalks on 3rd Street, improved lighting and the relocation of utility lines and landscaping along 3rd Street Phase III will extend the project as proposed by the town in its Master Streetscape Plan. Phases I, II and III are tied to a \$500,000.00 CDBG grant received from the S. C. Department of Commerce for Façade improvements, Parking enhancements and related activities tied to the goals of the Enhancement Grant Program. In addition, Phase III will tie into the current SCDOT project to improve the U. S. 321 intersection with S. C. 3 to Barnwell. This project, along with the CDBG project has heightened citizen awareness of the needs of the town. As a result, Nucor Corporation has pledged \$20,000 per year for five years to upgrade the Log Cabin Community Center property along U. S. 321 where the roadway relocation is to take place. We are hoping that SCDOT will place the landscaping back in the construction area in the same manner as the town's Master Plan.

B. PROJECT DESCRIPTION "SEE ATTACHED" IS NOT ACCEPTABLE

Describe all necessary work needed to complete the proposed project. Description should reflect only activities checked under project category:

The Swansea Revitalization Program is a comprehensive project to improve the aesthetic and functional qualities of the Town's downtown area. The overall effort will ultimately include streetscaping and beautification projects, improvements to downtown buildings, structures, street reconfigurations, amenities designed to attract people to the downtown area, and development of community gathering places. This project is tied to a \$500,000.00 CDBG grant received from the S. C. Department of Commerce for Façade improvements, Parking enhancements and related activities tied to the goals of the Enhancement Grant Program.

This project, for which Transportation Enhancement Act funds are being requested, will serve to improve the visual attractiveness, function, and viability of the downtown portion of the Town of Swansea through the continuation of streetscaping and landscape beautification.

Phase III of the project will include

- *Detailed design and engineering documents to bid the improvements to the area,*
- *Demolition and reconstruction of sidewalks including installation of a brick buffer between sidewalk and curb, which will permit relocation of utility lines to underground service.*
- *Relocation of all overhead power, cable and telephone lines along U. S. 321 from 5th Street to Craft Street.*
- *Assessment and reconfiguration of existing storm drainage system to facilitate landscaping plan as needed.*
- *Improvements to pedestrian crossings for greater pedestrian visibility and ease of access, especially at the S. C. 6 / U. S. 321 intersections;*
- *Improvement of landscaping including appropriate species trees and ground cover for improved appearance and beautification, including irrigation.*
- *Improvement to lighting scheme to provide more pedestrian friendly lighting and better ground illumination; and,*
- *Installation of new signalization for the U.S. 321 and S.C. 6 West interchange, to include pedestrian crossing lights.*

This overall project has purposely been developed to allow for the completion of projects in a staged manner. By phasing in improvements, the Town believes disruption to downtown traffic flow and business activity will be minimized.

C. MAPS, PLANS, & PHOTOGRAPHS:

Attach project location map(s), project boundary map and site plan. Include photographs of the existing site and/or facility if applicable. **COMMENTS**

The attached maps indicate the areas related to Phase III of the project. A Master Plan was prepared as a part of Phase I, funded by the SCDOT in September, 2003. A conceptual streetscape plan and boundary map is included. Complete drawings will be available as a part of Phase III and will be available for review by the S.C. Department of Transportation on March 1, 2006.

D. PROJECT COST: "SEE ATTACHED" IS NOT ACCEPTABLE

Itemize all project elements and costs. List item, description, quantity, unit price, amount, etc. If "Traffic Control" does not appear as a separate cost item, then indicate how it will be accomplished. (Enter total project cost in Section I - Line 1, Page 9.) Itemize below.

U. S. 321 from 4th Street to Oak Street

<i>Item</i>	<i>Quantity</i>	<i>Description</i>	<i>Units</i>	<i>Estimated Cost</i>
<i>Detail design and eng.</i>	<i>1</i>	<i>Buildable plan for improvements</i>	<i>\$25,000</i>	<i>\$25,000</i>
<i>Sidewalk Improvements(1)</i>				
<i>--Demolition</i>	<i>800</i>	<i>Demolition and reconstruction</i>	<i>\$15</i>	<i>\$12,000</i>
<i>--Debris removal</i>	<i>800</i>	<i>of sidewalks consistent with plan</i>	<i>\$15</i>	<i>\$12,000</i>
<i>--Replacement materials</i>	<i>800</i>	<i>Unit cost per linear foot</i>	<i>\$25</i>	<i>\$20,000</i>
<i>--Construction labor</i>	<i>800</i>	<i>each side</i>	<i>\$20</i>	<i>\$16,000</i>
<i>--Resurfacing</i>	<i>000</i>	<i>Resurfacing for appropriate curb/street height ratio</i>	<i>\$20</i>	<i>\$00,000</i>
<i>Storm Drainage</i>				
<i>Materials</i>	<i>150</i>	<i>Reconfiguration and repair as necessary</i>	<i>\$30</i>	<i>\$ 4,500</i>
<i>Labor and installation</i>	<i>150</i>	<i>Hours</i>	<i>\$20</i>	<i>\$ 3,000</i>
<i>Landscaping</i>				
<i>2-4 foot diameter trees</i>	<i>50</i>	<i>Species appropriate trees (3)</i>	<i>\$200</i>	<i>\$10,000</i>
<i>Landscape bushes</i>	<i>160</i>	<i>Species appropriate bushes</i>	<i>\$100</i>	<i>\$16,000</i>
<i>Plantings</i>	<i>250</i>	<i>ground plantings (4)</i>	<i>\$10</i>	<i>\$2,500</i>
<i>Irrigation</i>	<i>1</i>	<i>system installation</i>	<i>\$8,000</i>	<i>\$8,000</i>
<i>Signilization</i>	<i>1</i>	<i>system installation</i>	<i>\$48,000</i>	<i>\$48,000</i>
<i>Lighting</i>	<i>14</i>	<i>Period light poles and fixtures)</i>	<i>\$5,625</i>	<i>\$78,750</i>
TOTAL				\$255,750

(1) Traffic control is included in the overall cost. Traffic will be re-routed according to the traffic re-routing plan presented in phase I.

E. PROPERTY OWNERSHIP:

Identify ownership of ALL property involved in the project. If additional property must be acquired to complete the project, identify ownership and value of property, either purchased or donated.

(NOTE: For all projects on SCDOT rights-of-way, include with your application either a copy of the approved SCDOT Encroachment Permit or a letter from your SCDOT County Maintenance Office or SCDOT District Office indicating your project appears feasible in concept with specific details to be worked out in an Encroachment Permit.)

Phase III of this project is to be constructed on SCDOT right-of-way. Attached to this packet is a letter from the SCDOT Lexington Maintenance office agreeing that the concept plan is feasible. An encroachment permit for work along the right-of-way will be acquired when detailed engineering and design plans are complete.

Trees shall be selected and placed so that, when fully matured, limbs will not overhang into the roadway and block vehicles. Only willow oaks could possibly be a problem, and they will be limbed up as needed. The Town will water and maintain the plantings within the streetscape project area. The Town will maintain a clear traffic pattern as well as clear pedestrian traffic patterns. Visibility will be maintained at all intersections and driveways.

All SCDOT setback and landscaping requirements will be met.

F. LOCAL SUPPORT:

Describe local support for the proposal. Attach letters from donors or sponsors committing non-federal share of project costs, commitment or support from sponsors, local government officials and regional organizations. Letter of approval from local jurisdiction if other than applicant.

NON-MPO APPLICANTS ONLY

NOTE: Document opportunities for public participation in the development of this project:

The proposed project is fully supported by the community as indicated by the attached endorsement letters. Any project elements included in the plan but ineligible for Enhancement Grant funding will be provided for with community support and donations.

Town Council voted at its meeting of February 14, 2005 to apply for the project and support its funding.

G. PROJECT MAINTENANCE & MANAGEMENT PLANS:

Describe maintenance and management of the project, including the expected source of funds to support activities.

(Extensive landscaping projects must include the installation of an irrigation system, and details for long-term maintenance must be provided.)

The Town Administrator of the Town of Swansea will oversee the construction portion of the Phase III project with assistance from the Mayor. The contractor selected for construction services will provide on-site management. The design engineer will provide technical oversight of the project.

Long-term management and maintenance of the project will be provided by the Town of Swansea. It is anticipated that additional fiscal resources will be required to support the project. Specifically, upkeep of the improvements, lighting charges, and on-going repair and maintenance will be the responsibility of the Town of Swansea.

The Town of Swansea has committed to this project and will provide the necessary fiscal support through general fund appropriations.

H. ENVIRONMENT ASSESSMENT:

Attach any previously prepared environmental documentation to this application. If no previously approved environmental documentation is available, the applicant must complete necessary studies if any, and have them approved prior to project implementation. This requirement does not apply if the application is for planning or feasibility studies only. Indicate below any impact the project is expected to cause.

	<u>IMPACT</u>	
	<u>YES</u>	<u>NO</u>
Displacement of residences or business	<input type="radio"/>	<input checked="" type="radio"/>
Disruption of neighborhoods	<input type="radio"/>	<input checked="" type="radio"/>
Impacts agricultural or recreational lands	<input type="radio"/>	<input checked="" type="radio"/>
Impacts historical/archaeological sites	<input type="radio"/>	<input checked="" type="radio"/>
Impacts wetlands, streams/lakes, floodplains	<input type="radio"/>	<input checked="" type="radio"/>
Within coastal zone	<input type="radio"/>	<input checked="" type="radio"/>
Endangered species	<input type="radio"/>	<input checked="" type="radio"/>
Air/water quality	<input type="radio"/>	<input checked="" type="radio"/>
Noise	<input type="radio"/>	<input checked="" type="radio"/>
Hazardous waste site	<input type="radio"/>	<input checked="" type="radio"/>

Any county, state, and/or federal permits required will have to be secured by the applicant prior to contract signing. These may include Army Corps of Engineers, Office of Coastal Resource Management, Coast Guard, Federal Energy Regulatory Commission, County Sediment and Erosion Control and Stormwater Management Ordinance, or State Budget and Control Board.

Comments:
None

I. FUNDS REQUESTED, LOCAL MATCH AND SOURCE

LINE 1 – Total project cost (From Section D; Page #5) \$ 255,750

LINE 2 – Local match (Must be at least 20 % of Line 1) \$ 55,750

List source of match and amount from each source

LIST SOURCES

AMOUNT

A – Town of Swansea general Fund Appropriation _____ \$ 55,750

B - _____ \$ _____

C - _____ \$ _____

D - _____ \$ _____

E - _____ \$ _____

TOTAL AMOUNT OF MATCH (Should be equal to Line #2 above) \$ 55,750

LINE 3 – Funds Requested by Applicant: \$ 200,000
(subtract Line 2 from Line 1)

Attention Non-MPO applicants: Federal Funds limited to \$200,000.00 maximum.

Is project within a Metropolitan Planning Organization (MPO) boundary? YES NO

If yes, is the project in the Transportation Improvement Program (TIP)? YES NO

List MPO N/A Amount in TIP for project \$ N/A

J. CERTIFICATION

The undersigned has authority to sign on behalf of the applicant and certifies that the applicant has legal authority to enter into contract to implement this project and that all information provided is complete and accurate to their best knowledge.

3/14/2005

SIGNATURE

DATE

Mayor

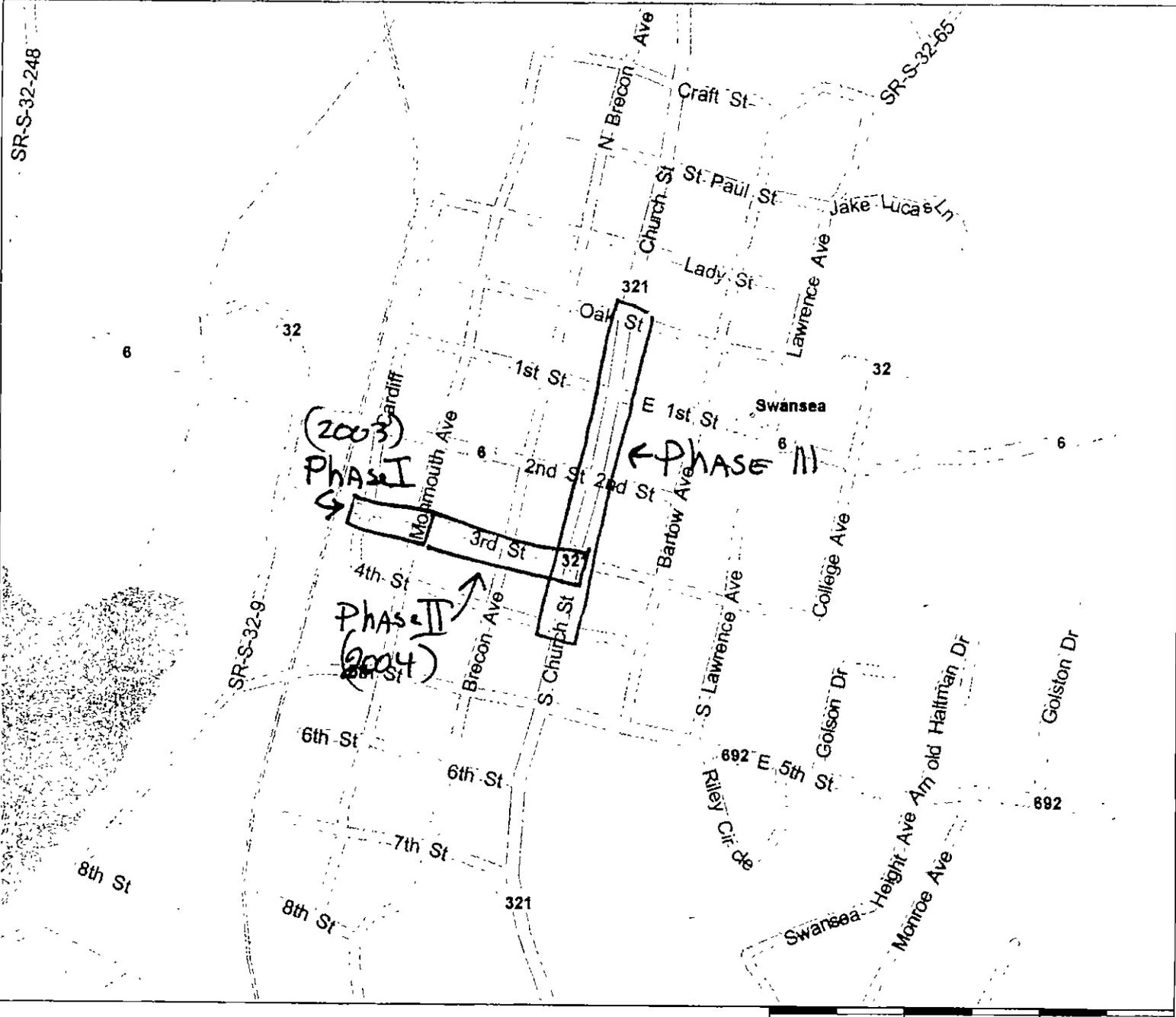
803-568-2835

Phone Number

J. Ray Spires.

Mail ORIGINAL and SIX (6) COPIES of application to:
South Carolina Department of Transportation
Office of Beautification Programs
955 Park Street
P.O. Box 191
Columbia, South Carolina 29202

Swansea, South Carolina, United States

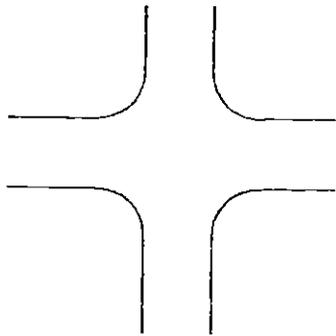


MASTER STREET TREE AND LANDSCAPING THEMES

THEME DIVISIONS RELATED TO HIGHWAY DESIGN SPEED



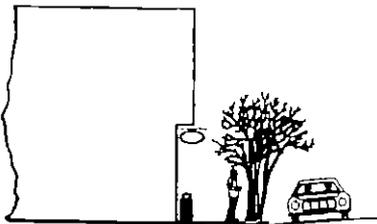
BOULEVARD



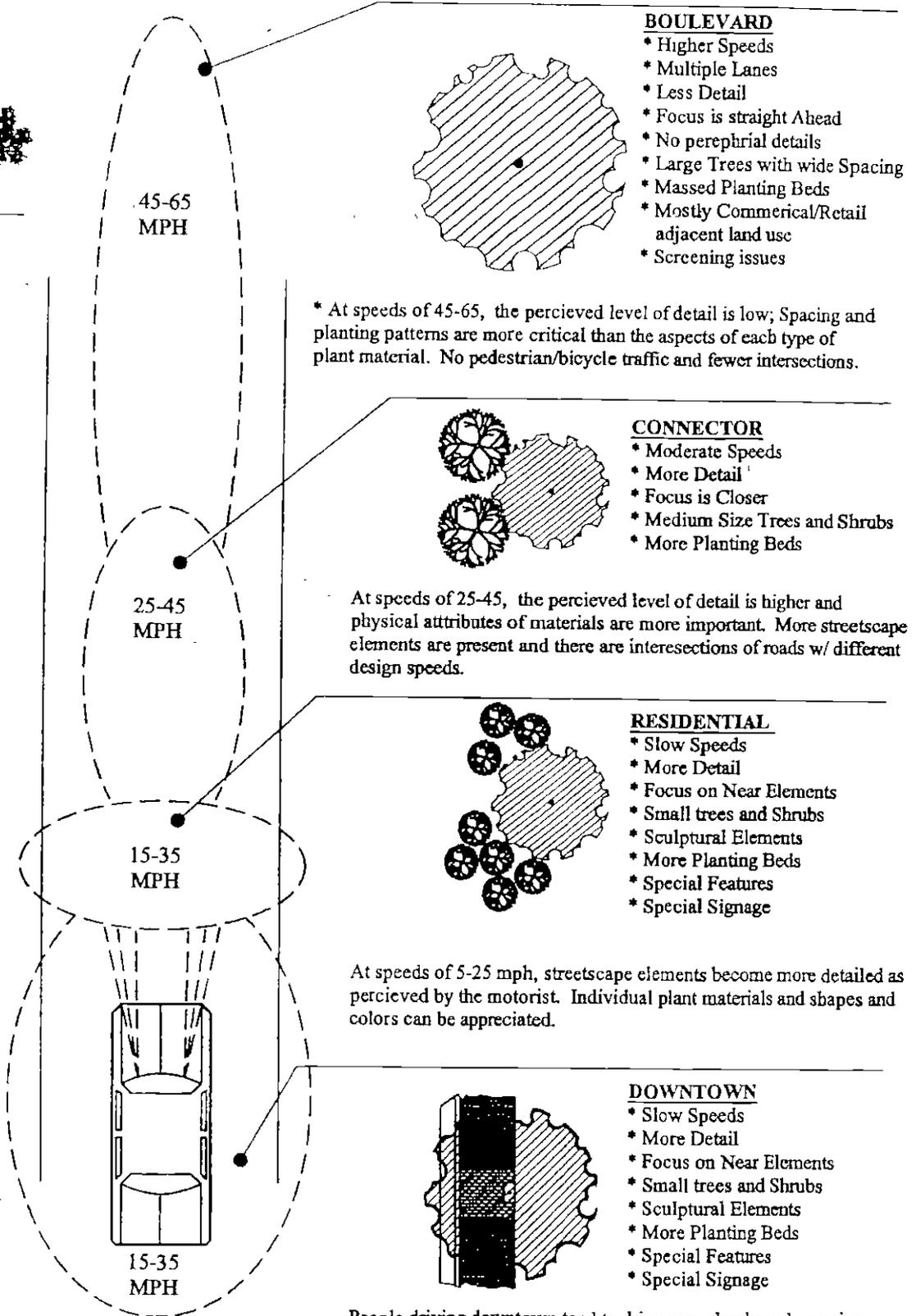
CONNECTOR



RESIDENTIAL



DOWNTOWN

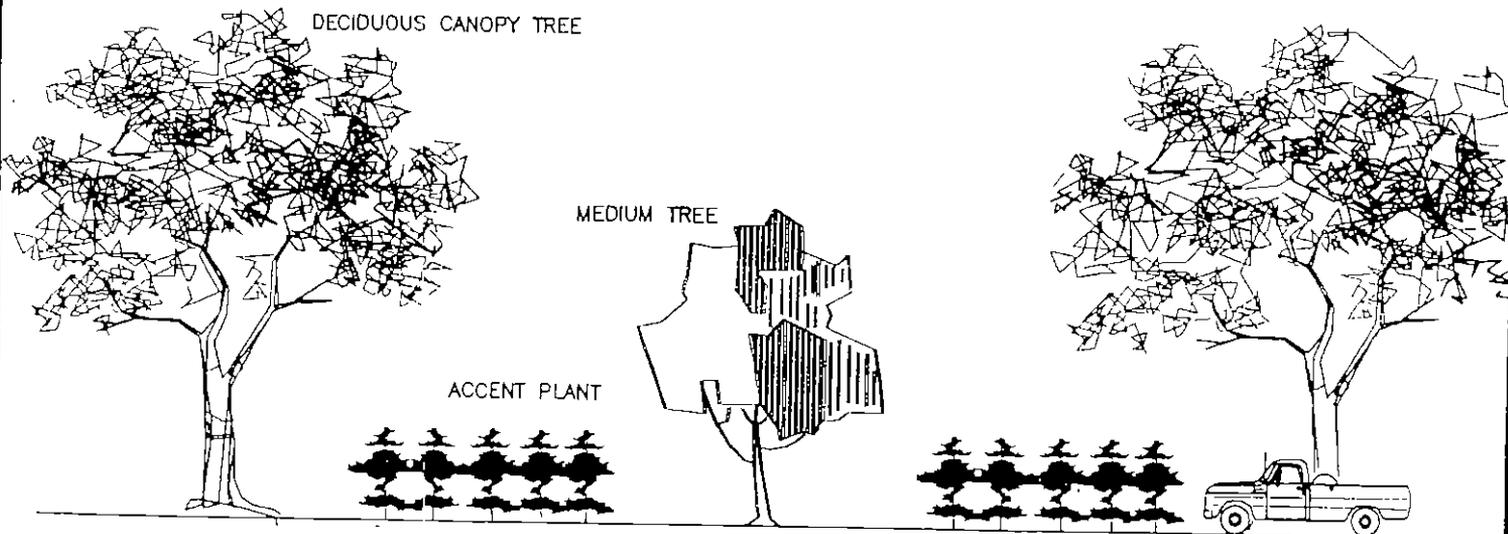


BOULEVARD PLANTING THEMES

1- DECIDUOUS CANOPY TREE (100-150 FT OC)
 1- MEDIUM TREE (35-50 FT. OC)
 1- ACCENT PLANT (LARGE MASS PLANTINGS)

- (A) NO OBSTRUCTIONS (B) OVERHEAD OBSTRUCTIONS (C) LINEAR GROUND OBSTRUCTION (D) SUBSURFACE ISSUES

B-1			
KEY	BOTANICAL NAME	COMMON NAME	DESCRIPTION
XXX	ACER BUERGERANUM	TRIDENT MAPLE	DECIDUOUS CANOPY TREE
XXX	PRUNUS CAROLINIANA	CAROLINA CHERRY LAUREL	SMALL EVERGREEN TREE
XXX	AZALEA INDICA	INDIAN AZALEA	FLOWERING EVERGREEN SHRUB
B-2			
KEY	BOTANICAL NAME	COMMON NAME	DESCRIPTION
XXX	CRATAEGUS PHAENOPYRUM	WASHINGTON HAWTHORN	DECIDUOUS CANOPY TREE
XXX	LAGERSTROEMIA INDICA 'CHOCTAW'	CHOCTAW CRAPE MYRTLE	SMALL DECIDUOUS TREE
XXX	LIGUSTRUM SINENSE 'VARIEGATA'	VARIEGATED PRIVET	FLOWERING EVERGREEN SHRUB



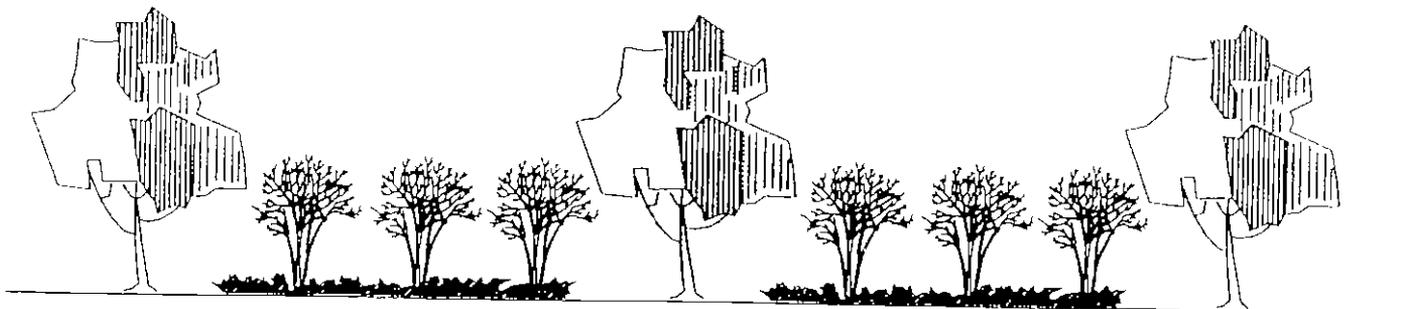
TYPICAL BOULEVARD PLANTING

CONNECTOR PLANTING THEMES

1- DECIDUOUS CANOPY TREE (75-100 FT. OC)
 1- SMALL TREE/MEDIUM SHRUB (25-40 FT OC)
 1- ACCENT PLANT (LARGE MASS PLANTINGS)

- (A) NO OBSTRUCTIONS (B) OVERHEAD OBSTRUCTIONS (C) LINEAR GROUND OBSTRUCTION (D) SUBSURFACE ISSUES

KEY	BOTANICAL NAME	COMMON NAME	DESCRIPTION
A-1			
XXX	ACER RUBRUM "RED SUNSET"	RED SUNSET MAPLE	DECIDUOUS CANOPY TREE
XXX	ILEX X ATTENUATA "FOSTERI"	FOSTER HOLLY	SMALL EVERGREEN TREE
XXX	HEMEROCALLIS SP 'HYPERION'	HYPERION DAYLILLY	PERENNIAL - YELLOW FLOWERS
A-2			
XXX	ZELKOVA SERRATA "VILLAGE GREEN"	VIIAGE GREEN ZELKOVA	DECIDUOUS CANOPY TREE
XXX	MYRICA CERIFERA	WAX MYRTLE	LARGE EVERGREEN SHRUB
XXX	NANDINA DOMESTICA	NANDINA	SMALL EVERGREEN SHRUB
B-3			
XXX	CERCIS CANADENSIS	EASTERN REDBUD	MEDIUM DECIDUOUS TREE
XXX	PODOCARPUS MACROPHYLLUS 'MAKI'	PODOCARPUS	LARGE EVERGREEN SHRUB - PURPLE BERRIES
XXX	AZALEA HYBRIDA 'KIKOSHI'	KIKOSHI AZALEA	SMALL EVERGREEN SHRUB - RED FLOWERS
B-4			
XXX	KOELREUTERIA PANICULATA	GOLDEN RAIN TREE	MEDIUM DECIDUOUS TREE
XXX	CAMELLIA SASANQUA	SASANQUA CAMELLIA	LARGE EVERGREEN SHRUB - RED FLOWERS
XXX	ILEX VOMITORIA 'NANA'	DWARF YAUPON HOLLY	SMALL EVERGREEN SHRUB
B-5			
XXX	OXYDENDRUM ARBOREUM	SOURWOOD	MEDIUM DECIDUOUS TREE
XXX	MYRICA CERIFERA	WAX MYRTLE	LARGE EVERGREEN SHRUB - FRAGRANT LEAVES
XXX	SPIRAEA X BUMALDA 'A. WATERER'	SPIRAEA	SMALL DECIDUOUS SHRUB - PINK FLOWERS
B-6			
XXX	AMELANCHIER ARBOREA	SERVICEBERRY	MEDIUM DECIDUOUS TREE
XXX	ILEX OPACA 'HOWARD'	HOWARD AMERICAN HOLLY	LARGE EVERGREEN SHRUB
XXX	NERIUM OLEANDER 'PETITE PINK'	DWARF PINK OLEANDER	SMALL EVERGREEN SHRUB - PINK FLOWERS
B-7			
XXX	CRATAEGUS PHAENOPYRUM	WASHINGTON HAWTHORN	MEDIUM DECIDUOUS TREE
XXX	LAGERSTROEMIA INDICA 'CHOCTAW'	CHOCTAW CRAPE MYRTLE	SMALL DECIDUOUS TREE
XXX	LIGUSTRUM SINENSE 'VARIEGATA'	VARIEGATED PRIVET	FLOWERING EVERGREEN SHRUB



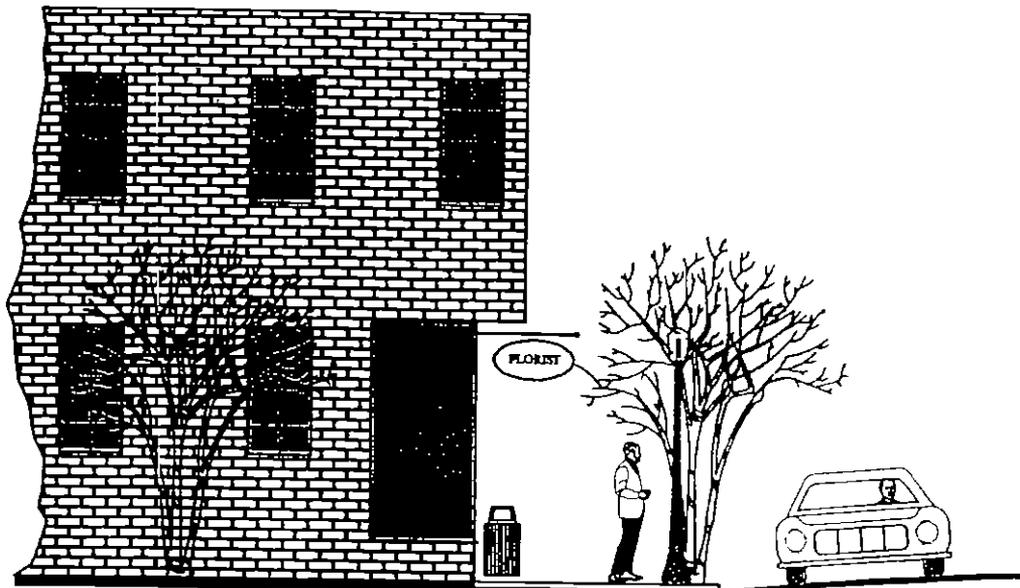
DOWNTOWN PLANTING THEMES

- 1- SMALL ORNAMENTAL TREE
- 1- SMALL/MEDIUM SHRUB
- 1- ACCENT PLANT/PERENNIAL

- A NO OBSTRUCTIONS
 B OVERHEAD OBSTRUCTIONS
 C LINEAR GROUND OBSTRUCTION
 D SUBSURFACE ISSUES

D-1	KEY	BOTANICAL NAME	COMMON NAME	DESCRIPTION
	XXX	LAGERSTROMIA INDICA 'MUSKOGEE'	MUSKOGEE CRAPE MYRTLE	SMALL ORNAMENTAL TREE
	XXX	RAPHEOLEPIS INDICA 'ENCHANTRESS'	SMOKE TREE	MEDIUM EVERGREEN SHRUB
	XXX	LIROPE MUSCARI	BIG BLUE LILLYTURF	EVERGREEN GROUNDCOVER (PLANT HIGH/MOUNDED BEDS)

D-2	KEY	BOTANICAL NAME	COMMON NAME	DESCRIPTION
	XXX	ULMUS PARVIFOLIA 'EMER II'	ALLE CHINESE ELM	DECIDUOUS CANPOY TREE
	XXX	ILEX CARISSA	CARISSA HOLLY	MEDIUM EVERGREEN SHRUB
	XXX	IRIS SIBERICA	SIBERIAN IRIS	LARGE FLOWERING PERENNIAL

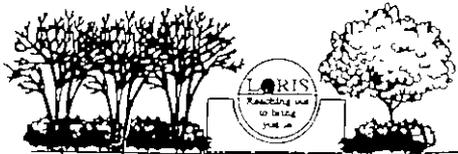


DOWNTOWN

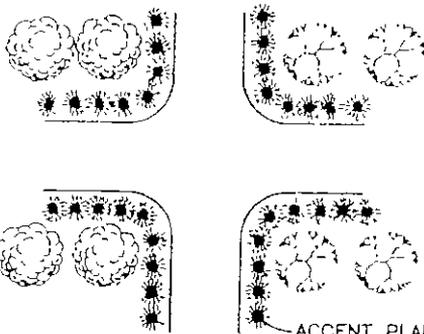
TRANSITION AREAS

UNIFYING ELEMENTS BETWEEN CONTRASTING THEMES

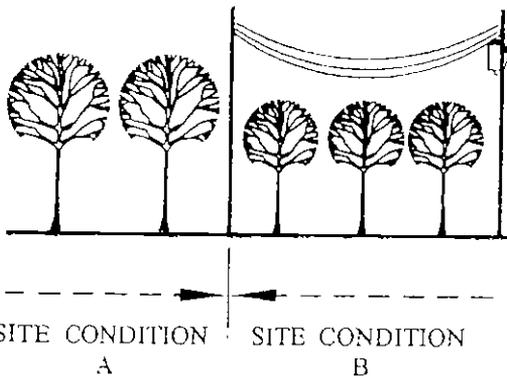
TRANSITIONAL AREAS USUALLY OCCUR AT "GATEWAYS" (CITY ENTRANCES), ALL INTERSECTIONS, ALONG A ROADSIDE WHERE SITE CONDITIONS DICTATE A CHANGE IN THEMES, AND IN AREAS WHERE EXISTING PLANT MATERIALS TRANSITION INTO A NEW THEME TYPE.



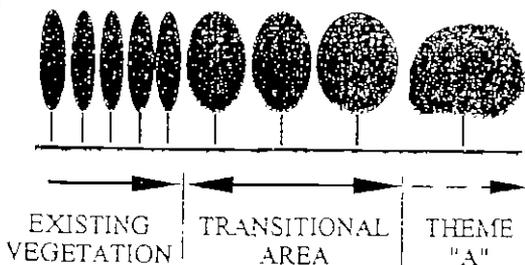
SPECIAL ATTENTION IS GIVEN TO THE AREAS OF TRANSITION OR THE "GATEWAYS" INTO THE CITY.



STREET INTERSECTIONS, BY THEIR VERY NATURE, CREATE TRANSITION AREAS. PLANTINGS AT INTERSECTIONS SHOULD UNIFY DIFFERING THEMES USING ACCENT PLANTINGS SUGGESTED BY THE THEME.



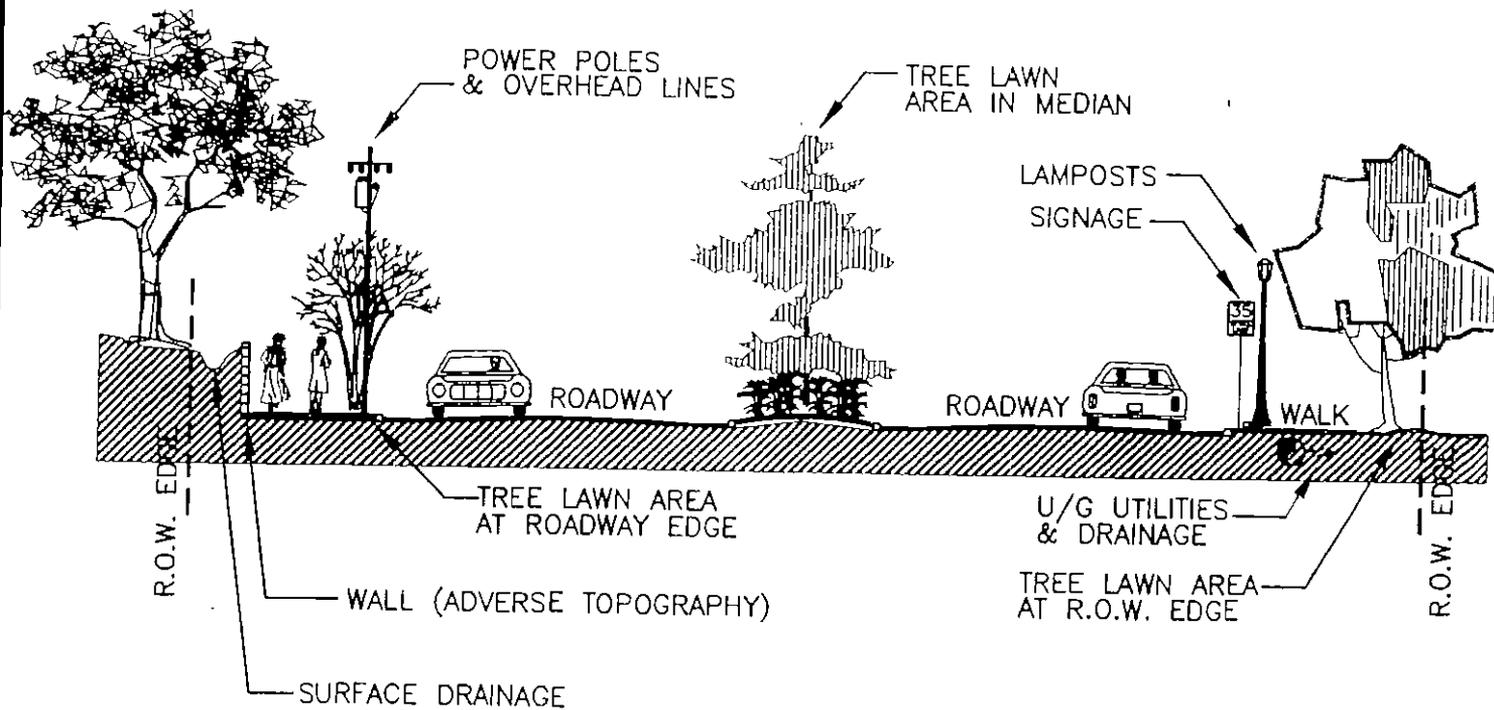
TRANSITIONS WILL OCCUR WHEN SITE CONDITIONS CHANGE. FOR EXAMPLE, A STREET MAY HAVE A RESIDENTIAL THEME "A" TREE LAWN AREA FOR SEVERAL BLOCKS AND THEN CHANGE TO A RESIDENTIAL THEME "B" DUE TO OVERHEAD UTILITIES. THE TRANSITION MIGHT BE HANDLED BY USING A SMALLER TREE IN THEME "B" WHICH MIMICS THE FORM AND SHAPE OF THE LARGE CANOPY TREES IN THEME "A" OR USE TRANSITION PLANTING WHICH UNIFIES THE TWO THEMES. IF MOST OF THE STREET WAS THEME "B" WITH SMALL AREAS OF THEME "A", THE ENTIRE AREA MIGHT BE CONSIDERED UNDER THE MORE RESTRICTIVE THEME FOR UNITY.



INCORPORATING EXISTING MATURE VEGETATION INTO A PROPOSED THEME MAY REQUIRE TRANSITIONAL PLANTING. FOR EXAMPLE, THE STREET MAY HAVE A LARGE GROUPING OF EXISTING LOMBARDI POPLARS WHICH HAVE A COLUMNAR ASPECT THAT CONTRAST WITH PLANT MATERIALS RECOMMENDED UNDER THE DESIGNED THEME. WHILE THE EXISTING PLANT MATERIAL MAY NOT FIT THE PROPOSED THEME, IT CAN BE TIED INTO THE THEME WITH PLANTING. IF THE AMOUNT OF EXISTING PLANTING IS NOT SIGNIFICANT, IT IS USUALLY BEST TO REMOVE AND REPLACE THE EXISTING MATERIAL.

TYPICAL STREETYARD ELEMENTS

MANY STREESCAPE ELEMENTS MUST CO-EXIST WITHIN THE PUBLIC RIGHT-OF-WAY. MOST OF THESE ARE FUNCTIONAL ELEMENTS LIKE OVERHEAD AND UNDERGROUND UTILITIES, SURFACE AND BELOW-GROUND DRAINAGE SYSTEMS, SIGNAGE, SAFETY LIGHTING, SIDEWALKS, PUBLIC TRANSIT AREAS, BENCHES, REFUSE RECEPTICLES, ETC. THESE ELEMENTS MUST BE CONSIDERED WHEN INSTALLING TREES AND OTHER PLANT MATERIALS TO PRESERVE SIGHT LINES AND MITIGATE MAINTENANCE ISSUES.



SUCCESSFUL TREE LAWN AREAS CAN BUFFER ADJACENT PROPERTIES FROM THE ROADWAY. TREE LAWN AREAS IN THE MEDIAN SHIELD ON-COMING HEADLIGHTS AND IMPROVES THE AESTHETICS OF THE ROADWAY FOR VEHICLE OCCUPANTS. TREE LAWN AREAS AT THE EDGE OF THE RIGHT OF WAY CAN PROVIDE SHADE FOR PEDESTRIANS. PLANTING AREAS BETWEEN THE ROADWAY AND SIDEWALKS CAN PROVIDE BUFFERING AND SCREENING. THE COMBINATION AND RELATIONSHIP OF THESE ELEMENTS IS CRITICAL FOR AN ATTRACTIVE, DYNAMIC, AND INTERESTING STREETScape.

GUIDELINES FOR PLANT INSTALLATION

AVOID PURCHASING TREES WITH TWO LEADERS OR REMOVE ONE AT PLANTING, OTHERWISE DO NOT PRUNE TREES AT PLANTING DO NOT TRIM LEADERS.

TRUNK FLARE AND TOP OF ROOT BALL SHOULD BE AT GRADE IN WELL DRAINED SOIL OR UP TO 4 INCHES ABOVE GRADE IN POORLY DRAINED SOIL.

3" MULCH AS SPECIFIED DO NOT PLACE MULCH IN CONTACT WITH TREE TRUNK

DIG WIDE PLANTING HOLE THREE TIMES THE SIZE OF THE ROOT BALL TAPER SIDES

UNDISTURBED SOIL

DIG SIDES 4-6" DEEPER THAN ROOT BALL FOR PROPER DRAINAGE FROM ROOT BALL

CUT BURLAP, ROPE AND WIRE BASKET AWAY FROM TOP AND SIDES OF ROOT BALL

SET ROOT BALL ON UNDISTURBED SOIL TO PREVENT SETTLING

4" RAISED RING OF SOIL TO DIRECT WATER INTO ROOT BALL - ESPECIALLY IMPORTANT IF TOP OF ROOT BALL IS RAISED ABOVE GRADE

2"x2" CEDAR STAKE 36" LENGTH

TREE WELL

ROOT BALL

THREE POINT GUYING (IF REQUIRED BY SIZE AND/OR IF SPACE AVAILABLE)

GUYING DETAIL

CLEAN BACKFILL

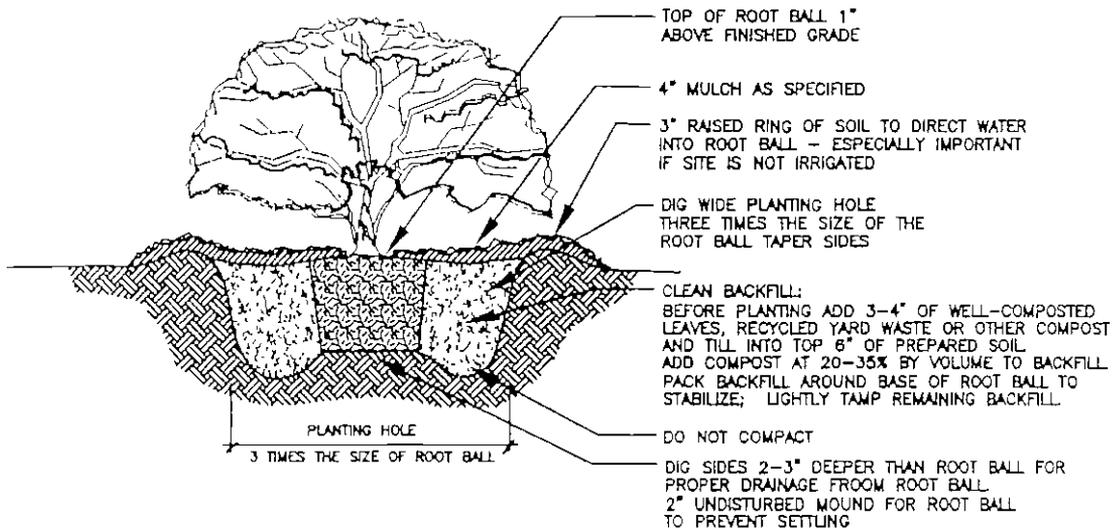
BEFORE PLANTING ADD 3-4" OF WELL-COMPOSTED LEAVES, RECYCLED YARD WASTE OR OTHER COMPOST AND TILL INTO TOP 6" OF PREPARED SOIL. ADD COMPOST AT 20-35% BY VOLUME TO BACKFILL. PACK BACKFILL AROUND BASE OF ROOT BALL TO STABILIZE. LIGHTLY TAMP REMAINING BACKFILL. DO NOT COMPACT

GUYING STAKE (IF REQUIRED)

NOTES:

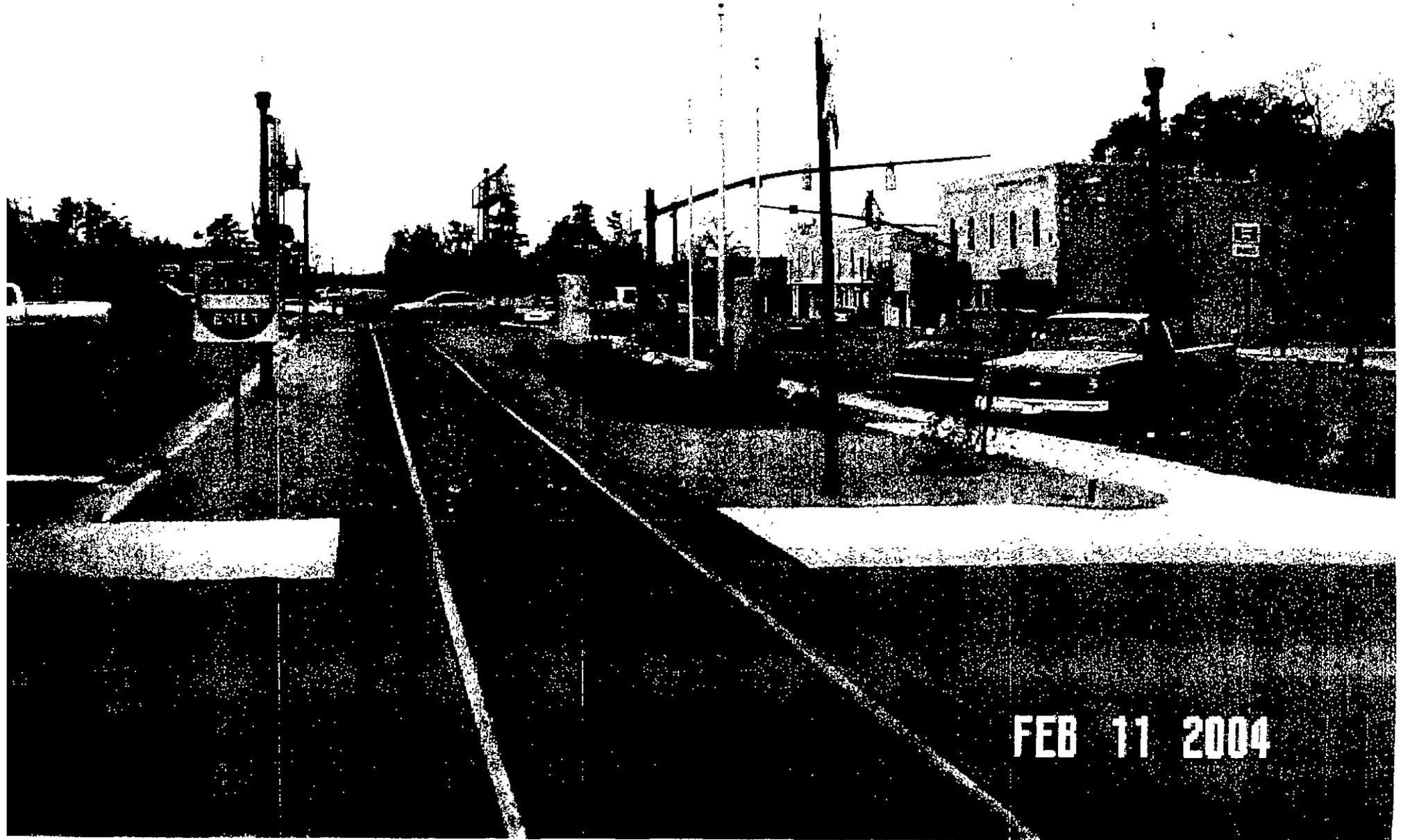
- WHERE SEVERAL TREES ARE PLANTED CLOSE TOGETHER SUCH THAT THEY WILL LIKELY SHARE ROOT SPACE, TILL IN SOIL AMENDMENTS TO A DEPTH OF 4-6" OVER THE ENTIRE AREA.
- FOR CONTAINER GROWN TREES, USE FINGERS OR SMALL HAND TOOLS TO PULL THE ROOTS OUT OF THE OUTER LAYER OF POTTING SOIL THEN CUT OR PULL APART ANY ROOTS CIRCLING THE PERIMETER OF THE CONTAINER.
- THOROUGHLY SOAK THE TREE ROOT BALL AND ADJACENT PREPARED SOIL SEVERAL TIMES DURING THE FIRST MONTH AFTER PLANTING AND REGULARLY THROUGHOUT THE FOLLOWING TWO SUMMERS.

TREE PLANTING DETAIL (NO SCALE)



SHRUB PLANTING DETAIL (NO SCALE)

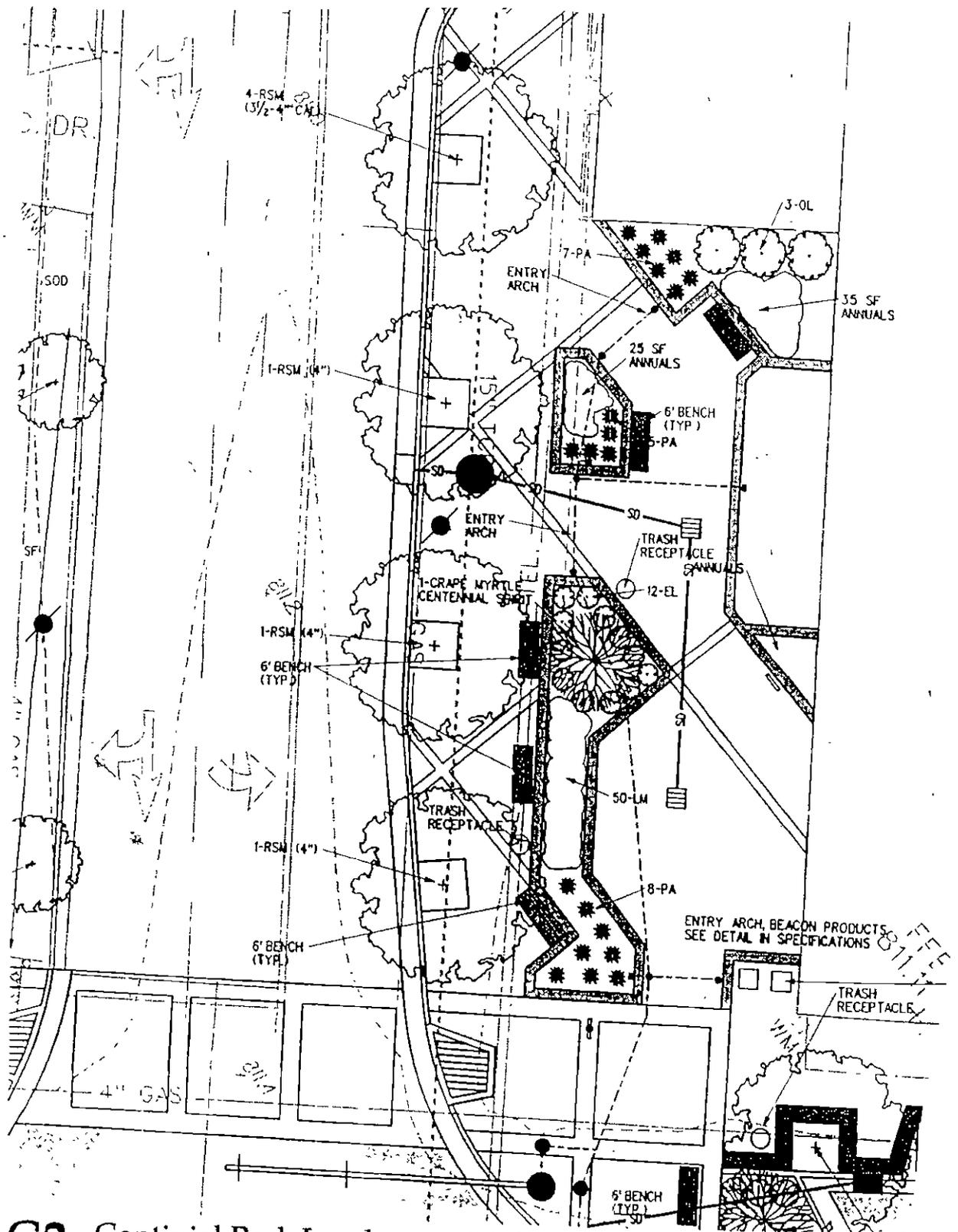
STREETSCAPE
EXAMPLE
FROM
LOUIS SC



FEB 11 2004

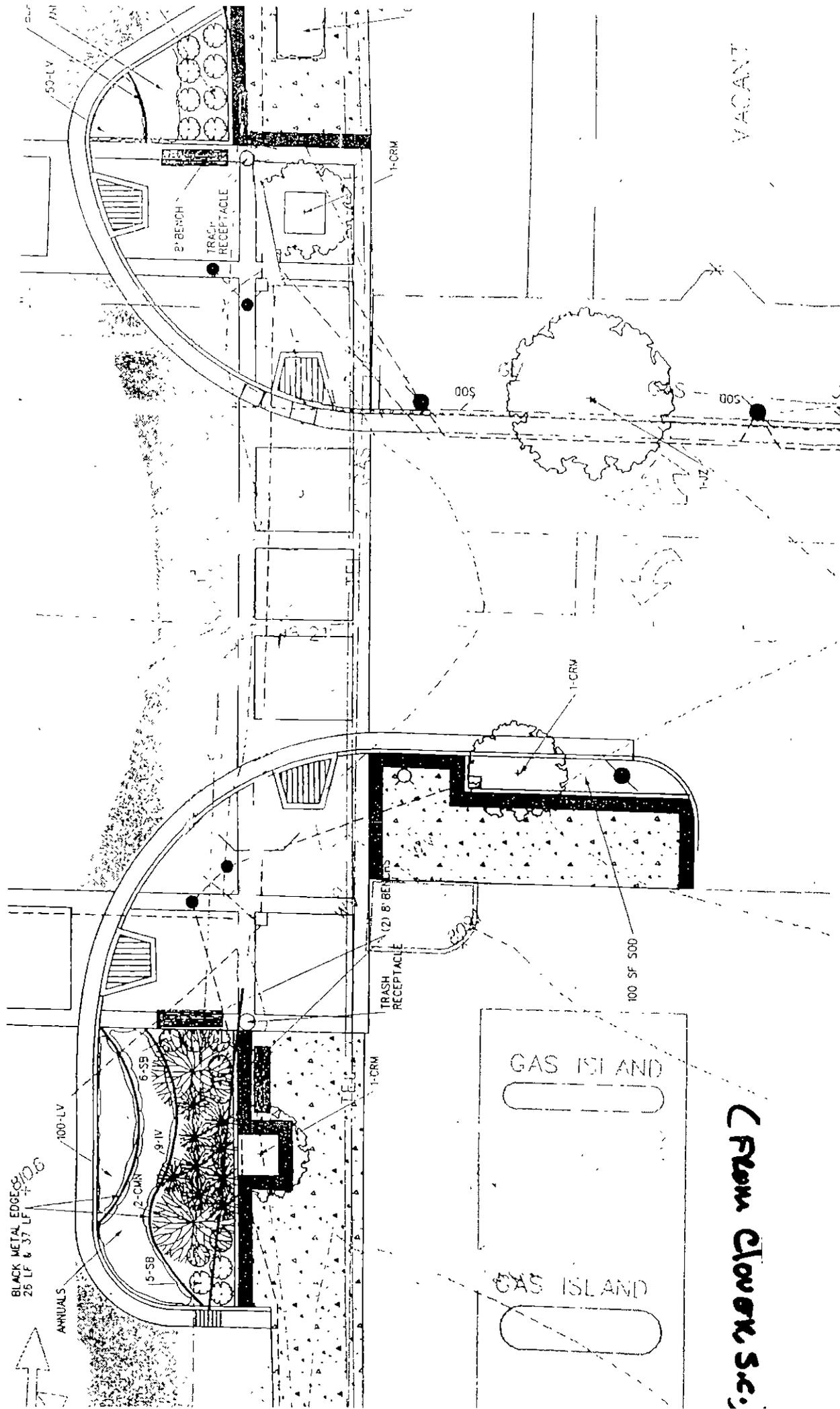
Signification SAMPLE AS
Proposed FOR SWANSEA
(FROM LOKIS, S.C.)





C2 Centinial Park Landscape, Lighting & Furniture Plan

(FROM CLOVER, S.C.)



VACANT

BLACK METAL EDGES
25 LF & 37 LF

ANNUALS

100-LV

15-SB

2-CRM

6-SB

9-IV

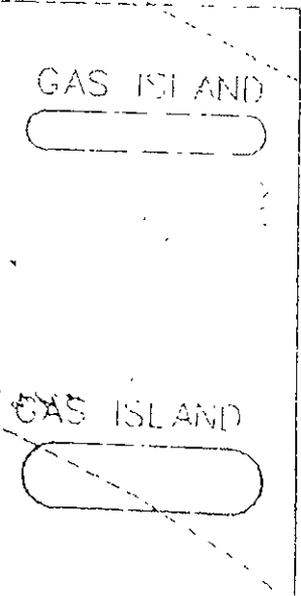
1-CRM

TRASH RECEPTACLE

(2) 8 BENCHES

100 SF 500

1-CRM



FROM CLOWOR S.C.



County of Lexington

County Council
212 South Lake Drive
Lexington, South Carolina 29072
TELEPHONE: (803) 785-8103 FAX: (803) 785-8101

April 13, 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

Ms. Elizabeth Mabry
Executive Director
S. C. Department of Transportation
955 Park Street
P.O. Box 191
Columbia, South Carolina 29202

Dear Ms. Mabry:

The Town of Swansea is applying for a Phase III Enhancement Grant from your agency. The Town has bid Phases I and II. The Town received a \$500,000 Community Development Block Grant, mainly because of the Phase I and II grants. We are excited about continuing the project along U. S. 321 to tie into the U. S. 321 roadway relocation project.

I am in support of this Phase III application to improve a portion of U.S. 321. I urge the Department to fund this project as it will continue the overall improvement process undertaken by the Town.

Sincerely,

Bruce E. Rucker
Chairman
Lexington County Council

BER/dwb

cc: Mr. John Hardee, Commissioner
The Honorable Ray Spires



COUNTY OF LEXINGTON, SOUTH CAROLINA

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

ZONING MAP AMENDMENT APPLICATION # M05-02

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

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

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

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

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

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

Date 01-10-05

(X) Owner?
() Agent?

Signature Henry O Thompson
Name(print) HENRY O. THOMPSON
Address 208 AMENITY RD.

Telephone (803) 781-5525

CHAPIN, SC. 29036

- 1. 2/4/05 Application Received
2. 2/4/05 Fee Received
3. 2/17/05 Newspaper Advertisement
4. 2/18/05 Property Posted
5. 2/24/05 Notices Sent

3/17/05 Planning Commission Recommendation: 7-0 Approval

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

Results:



STAFF SUMMARY ZONING MAP AMENDMENT #M05-02

Description of the Amendment: This map amendment request is for a change in zoning classification from "High Density Residential (R3)" 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 Elton Meetze Lane and residential, on the east by a mini-warehouse and residential uses, to the south there is Murray Landing Shopping Center and to the west, North Lake Drive and City of Columbia property.

Zoning History: This property is in the Dutch Fork Planning Area zoned in 1971/1974. Since 1993, there have been six requests for zoning change. This property was part of Map Amendment #M00-04 and at the time consisted of 4.25 acres. The zoning change was approved from "Development(D)" to "High Density Residential(R3)".

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 "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
- 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

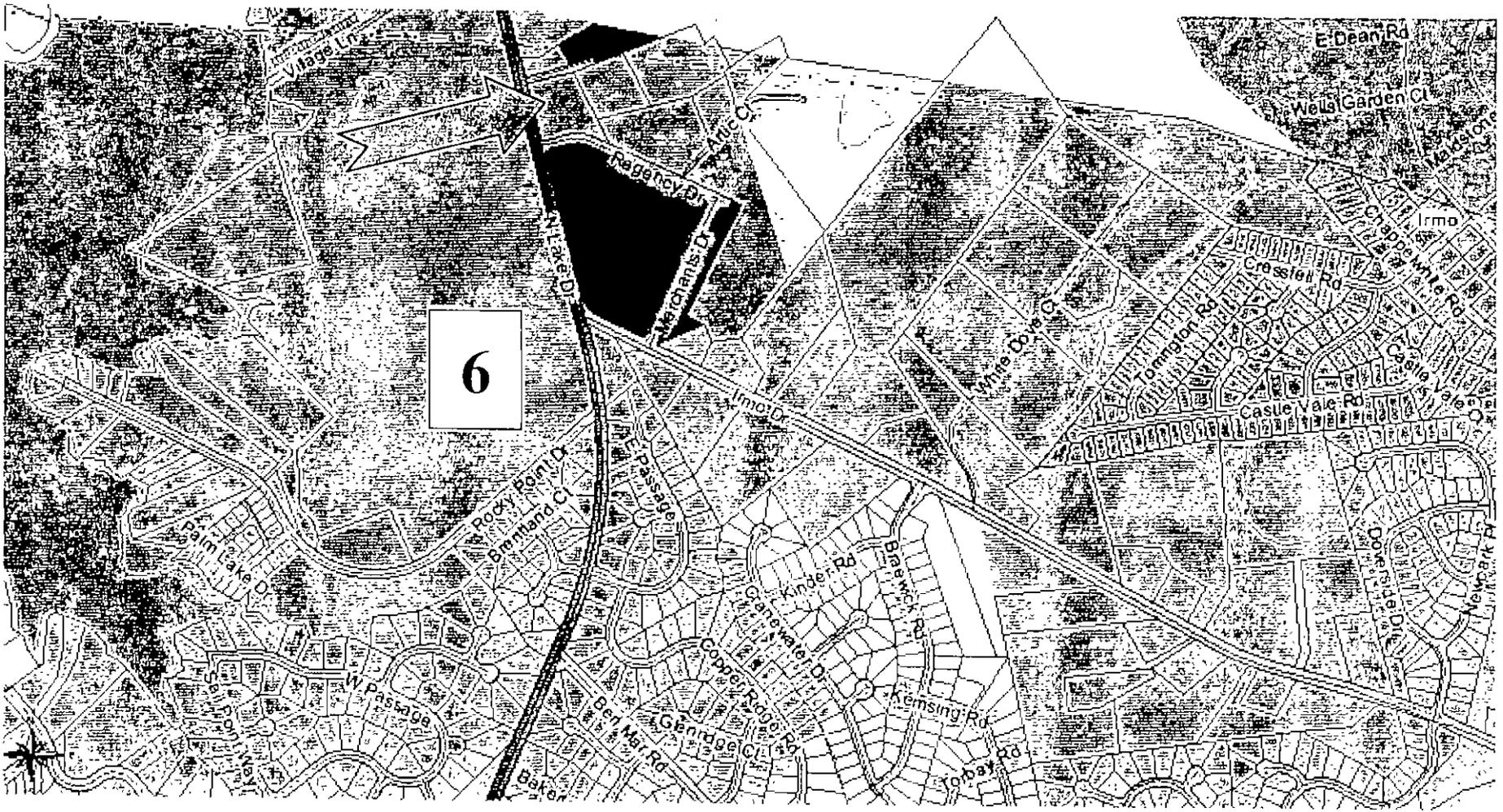
The activities that are marked by an asterisk (*) are allowed only when granted a special exception by the Board of Zoning Appeals as outlined in Article 12 of this Ordinance.

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

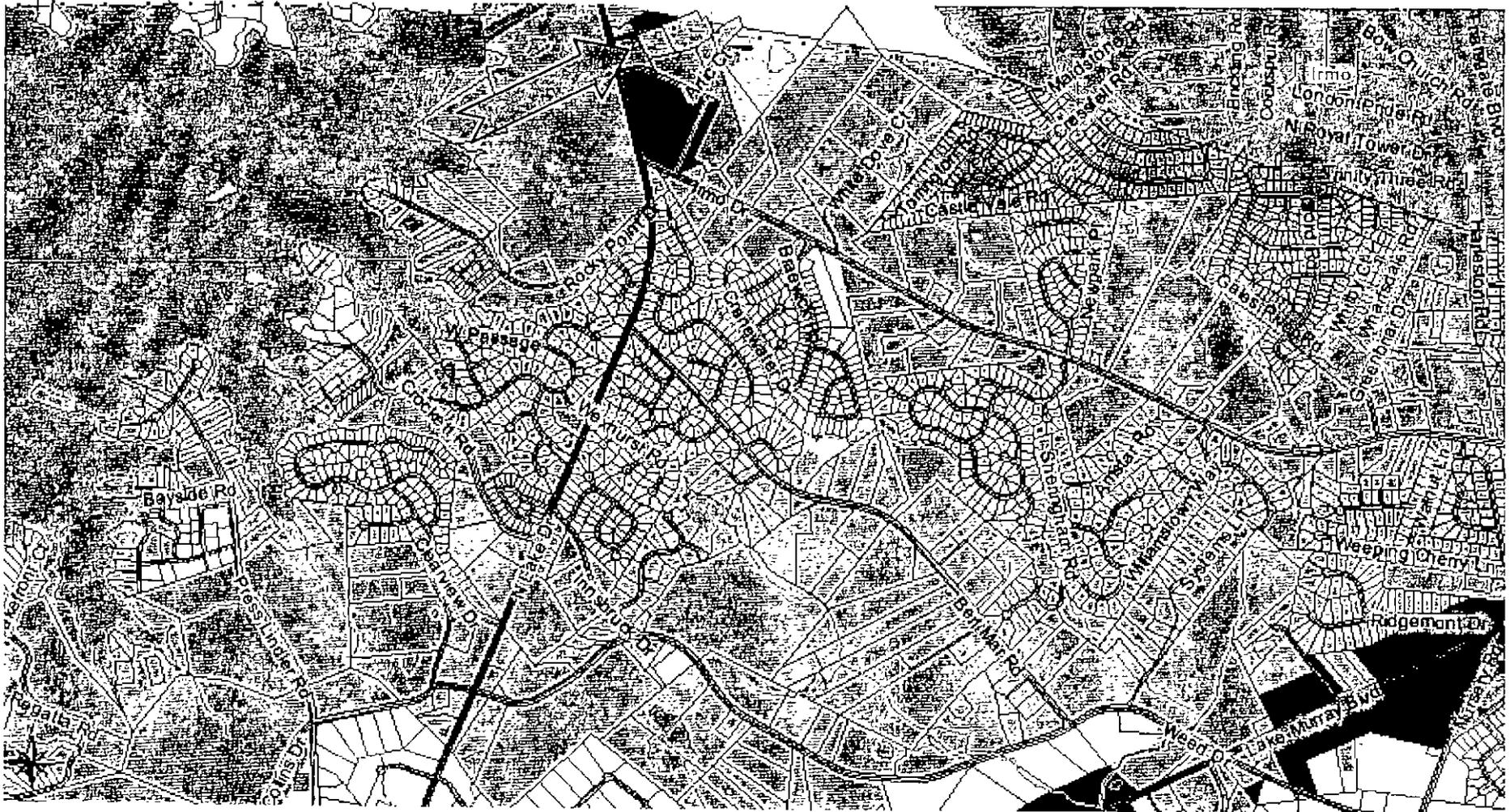
R1	R2	R3	D	RA	RD	LC	CI	C2	ID	LR	ACTIVITIES
					XX				XX	XX	Detention Centers
XX	XX	XX	XX	XX	XX	XX	XX	XX	XX	XX	Essential Services (Limited)
	XX	XX	XX	XX	XX			XX	XX	XX	Essential Services (Extensive)
				XX	XX			XX	XX	XX	Food Services
					XX			XX	XX	XX	General Repair and Maintenance Services
					XX		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
					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

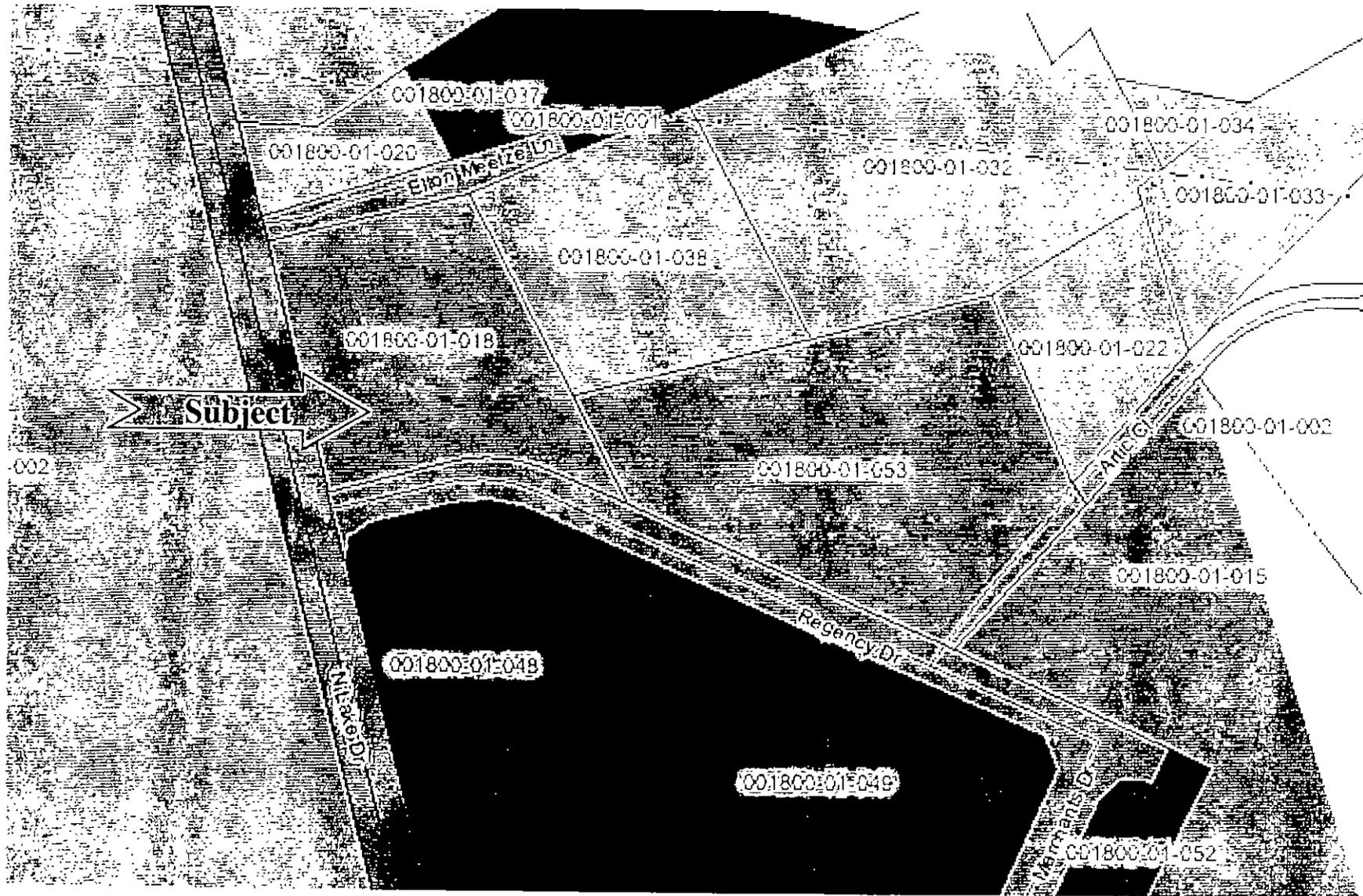
The permitting of this activity in these districts is allowed only if the Group Assembly (Limited) activity is a membership facility owned, operated, and used by the property owners in the surrounding residential area for which the facility is being established



COUNTY COUNCIL DISTRICT MAP

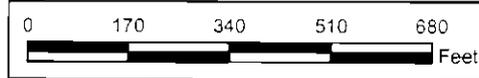
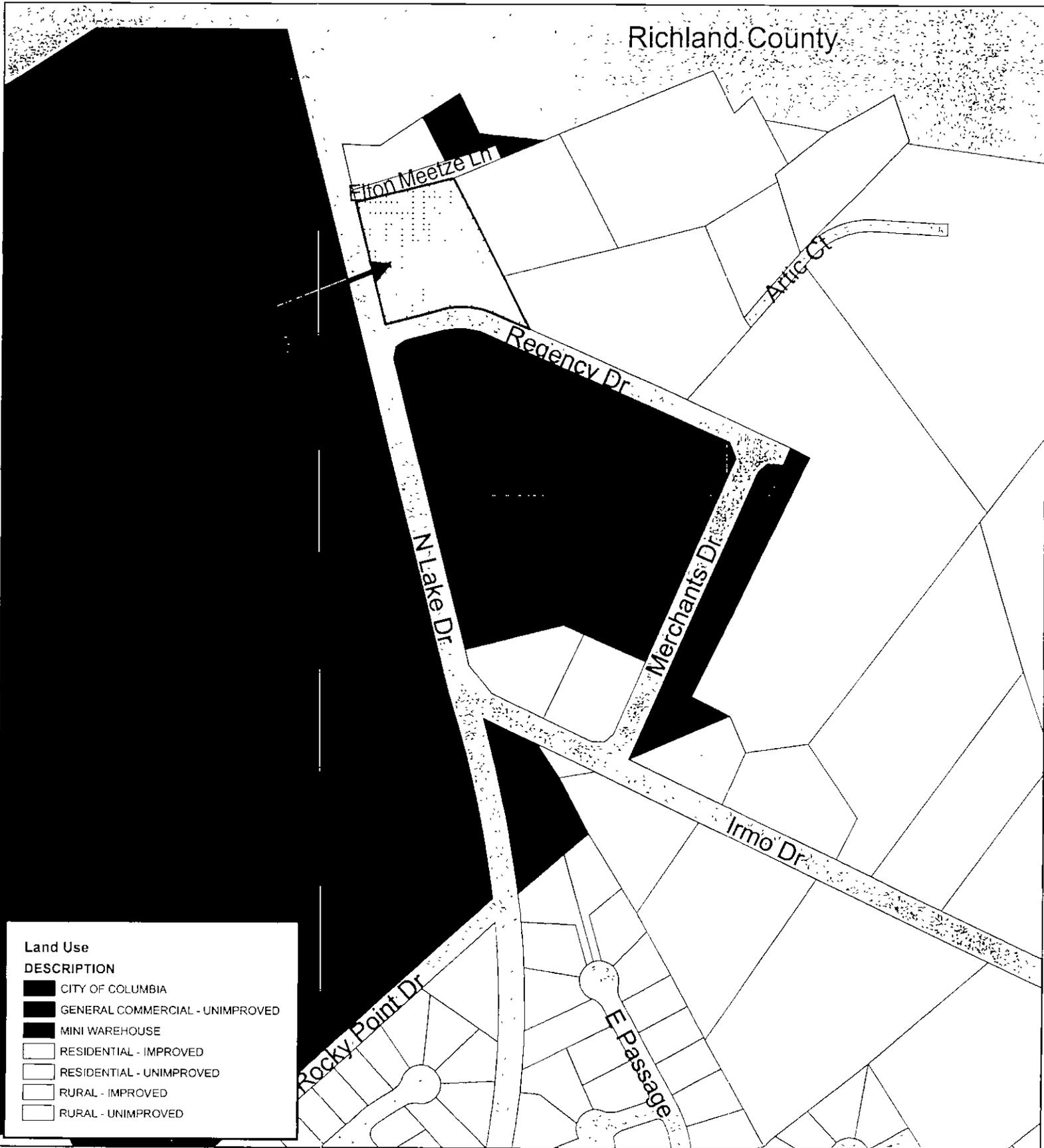


ZONING MAP AMENDMENT #M05-02



ZONING MAP AMENDMENT #M05-02

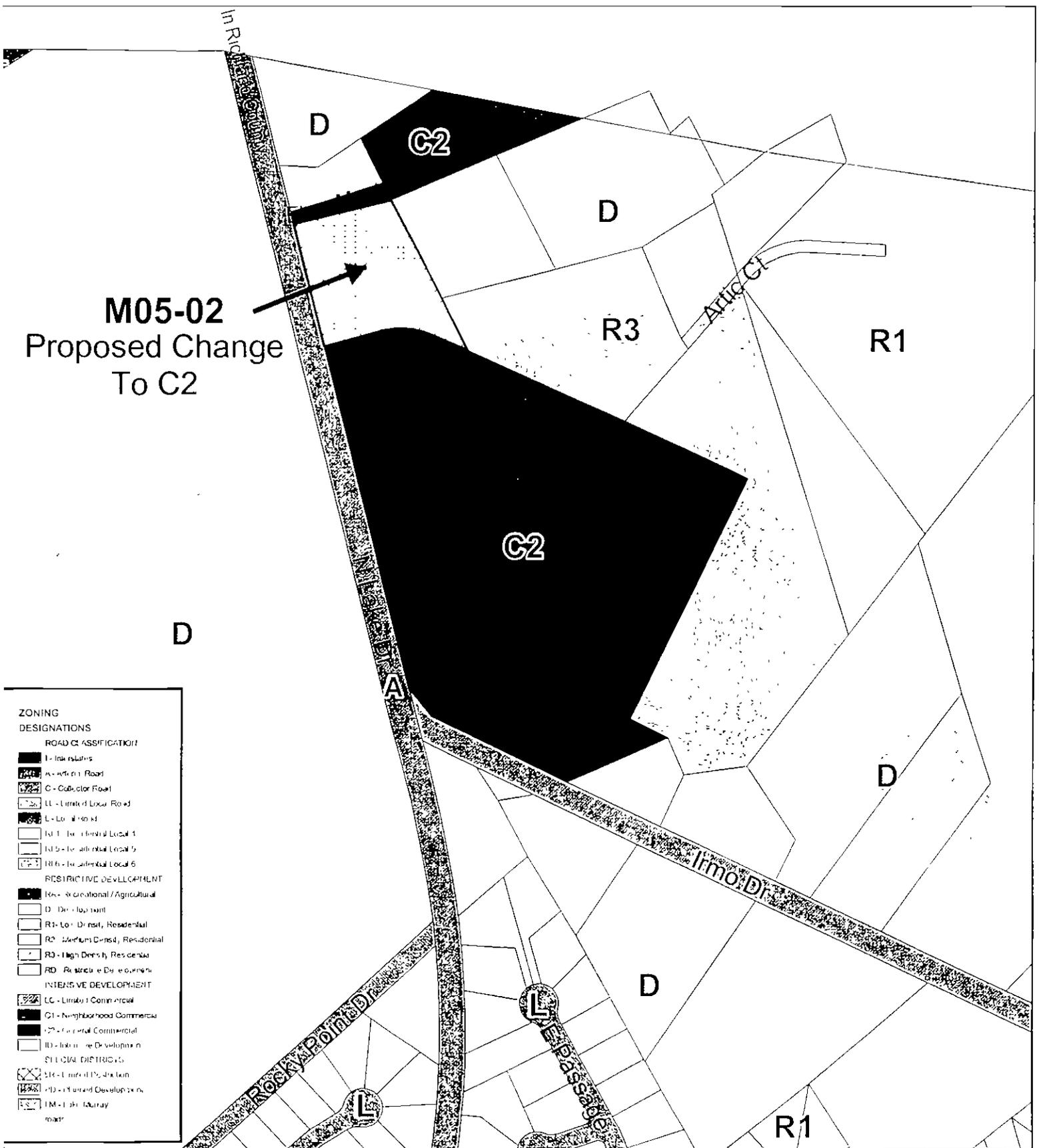
Richland County



Existing Landuse
Map Amendment # M05-02
TMS # 001800-01-018



M05-02
 Proposed Change
 To C2



ZONING DESIGNATIONS

ROAD CLASSIFICATION

- I - Interstates
- A - Arterial Road
- C - Collector Road
- LL - Limited Local Road
- L - Local Road
- Int 1 - Interlocal Local 1
- Int 2 - Interlocal Local 2
- Int 3 - Interlocal Local 3

RESTRICTIVE DEVELOPMENT

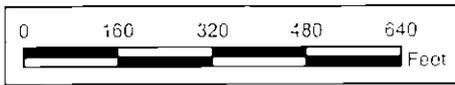
- Rec - Recreational / Agricultural
- D - Development
- R1 - Low Density Residential
- R2 - Medium Density Residential
- R3 - High Density Residential
- RD - Restricted Development

INTENSIVE DEVELOPMENT

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

SPECIAL DISTRICTS

- SD - Special District
- TD - Transit Development
- TM - Transit Murray



Map Amendment # M05-02
TMS # 001800-01-018



EDMUND SITE

In County: 134
Out of County: 0
Total Vehicles: 134
Commercial: 1

% of Unauthorized: 0

PELION SITE

In County: 284
Out of County: 11
Total Vehicles: 295
Commercial: 0

% of Unauthorized: 4

CHAPIN SITE

In County: 208
Out of County: 17
Total Vehicles: 225
Commercial: 0

% of Unauthorized: 8

CHARLESTON HWY SITE

In County: 377
Out of County: 4
Total Vehicles: 381
Commercial: 0

% of Unauthorized: 1

BUSH RIVER SITE

In County: 345
Out of County: 23
Total Vehicles: 368
Commercial: 2

% of Unauthorized: 7

HOLLOW CREEK SITE

In County: 230
Out of County: 11
Total Vehicles: 241
Commercial: 1

% of Unauthorized: 5

RIVERCHASE SITE

In County: 377
Out of County: 0
Total Vehicles: 377
Commercial: 0

% of Unauthorized: 0

LEESVILLE SITE

In County: 105
Out of County: 2
Total Vehicles: 107
Commercial: 2

% of Unauthorized: 4

SATURDAY, MARCH 5, 2005

EDMUND SITE

In County:	321
Out of County:	9
Total Vehicles:	330
Commercial:	3
<hr/>	
% of Unauthorized:	4

PELION SITE

In County:	135
Out of County:	0
Total Vehicles:	135
Commercial:	0
<hr/>	
% of Unauthorized:	0

CHAPIN SITE

In County:	294
Out of County:	36
Total Vehicles:	330
Commercial:	0
<hr/>	
% of Unauthorized:	11

CHARLESTON HWY SITE

In County:	828
Out of County:	5
Total Vehicles:	833
Commercial:	0
<hr/>	
% of Unauthorized:	1

BUSH RIVER SITE

In County:	765
Out of County:	42
Total Vehicles:	807
Commercial:	3
<hr/>	
% of Unauthorized:	6

HOLLOW CREEK SITE

In County:	233
Out of County:	0
Total Vehicles:	233
Commercial:	0
<hr/>	
% of Unauthorized:	0

RIVERCHASE SITE

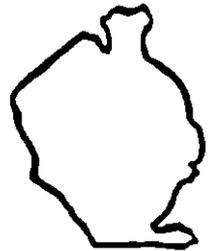
In County:	762
Out of County:	2
Total Vehicles:	763
Commercial:	0
<hr/>	
% of Unauthorized:	1

LEESVILLE SITE

In County:	230
Out of County:	17
Total Vehicles:	247
Commercial:	2
<hr/>	
% of Unauthorized:	8



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: 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.

Referred to CTE on 3/22/05



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.

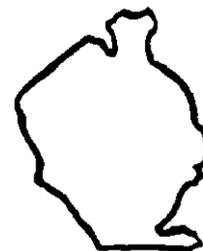
Yours very truly,


H. B. Link
Director, Rights of Way

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



COUNTY OF LEXINGTON
PUBLIC WORKS DEPARTMENT
ENGINEERING



MEMORANDUM

DATE: March 14, 2005
TO: Art Brooks, County Administrator
FROM: John Fachtel, 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.

Revised: CTC on 3/22/05



County of Lexington

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

January 27, 2005

Bruce E. Rucker
District 1

To Council members

From Joe Owens

William C. Derrick
District 2

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.

George H. Davis
District 3
Chairman

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.

Jacob R. Wilkerson
District 4

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

Vacant
District 5

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)

Johnny W. Jeffcoat
District 6

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.

John W. Carrigg, Jr.
District 7
Vice Chairman

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.

Joseph W. Owens
District 8

Same scenario for District #2 \$133,666 for five years equals \$668.830 plus \$ 2,915,500 for a total of \$3,584,330

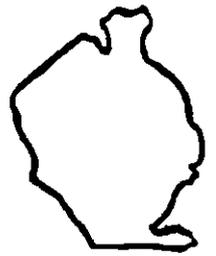
M. Todd Cullum
District 9

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: April 4, 2005
TO: Art Brooks, County Administrator
FROM: John Fechtel, Public Works Director 
Asst. County Administrator
RE: SCDOT Request

SCDOT District 1 has asked their resident maintenance engineers to discuss with the appropriate CTC's (County Transportation Committee) the following program.

1. There are several roads (see attached) in the SCDOT system in which they have or plan to place paved shoulders. This does not have anything to do with the recent match we agreed to do with SCDOT. They would like to know if the CTC would fund these roads rather than SCDOT fund the work.
2. If the CTC does not want to use the roads which already have paved shoulders, then they will add the shoulders on the CTC selected roads, but the CTC will resurface the roads.
3. If the CTC does not want to participate in either items one or two above, then they will proceed with resurfacing these roads.

Basically, as I interpret this, SCDOT wants to know if we want to spend money on their roads (no match) or if we want to substitute some roads that are not on the attached. We would resurface the new ones (also, no match).

Please present this request to the CTC at the April 12, 2005 CTC meeting.



COUNTY OF LEXINGTON, SOUTH CAROLINA

RESOLUTION

THE COUNCIL FOR THE COUNTY OF LEXINGTON, SOUTH CAROLINA,
MEETING IN GENERAL SESSION THE 12TH DAY OF APRIL, TWO
THOUSAND AND FIVE ADOPTED THE FOLLOWING:

WHEREAS, Dunn's Chapel was organized in Lexington County in 1905 on land purchased from John J. Smith for the sum of \$5.00 and named in honor of Reverend Mitchell Dunn, President of the South Carolina Methodist Protestant Church; and

WHEREAS, Dunn's Chapel was a member of the Southern Methodist Conference from 1940 until 1964 when it joined the Evangelical Methodist Conference, and

WHEREAS, on May 25, 1969 the new church building on Chapel Road was dedicated; and

WHEREAS, in 1974 Dunn's Chapel withdrew from the Evangelical Methodist Conference and became an independent Bible-teaching church; and

WHEREAS, Dunn's Chapel has dedicated itself to the spiritual training of children, youth, and adults for the purpose of creating responsible and productive citizens of the community.

NOW, THEREFORE, BE IT RESOLVED that we, the members of the Lexington County Council, congratulate Dunn's Chapel in the celebration of their 100th year of service to the Lord and the community.

Bruce E. Rucker, Chairman

M. Todd Cullum, V Chairman

William C. "Billy" Derrick

George H. "Smokey" Davis

Debra B. Summers

Bobby C. Keisler

Johnny W. Jeffcoat

John W. Carrigg, Jr.

Joseph W. "Joe" Owens

ATTEST.

Diana W. Burnett, Clerk



COUNTY OF LEXINGTON, SOUTH CAROLINA

RESOLUTION

THE COUNCIL FOR THE COUNTY OF LEXINGTON, SOUTH CAROLINA,
MEETING IN GENERAL SESSION THE 12TH DAY OF APRIL, TWO
THOUSAND AND FIVE ADOPTED THE FOLLOWING:

WHEREAS, Gary R. Day has had a long and distinguished career of 28 years with Lexington County Fire Service; and

WHEREAS, he first became interested in fire service as a young man when he joined the Lexington Fire Department as a volunteer firefighter in March 1975; and

WHEREAS, upon the merger of Lexington Fire Department and Lexington County Fire Service, Gary became a Fire Apparatus Operator for the Lexington Fire Station; and

WHEREAS, Gary continued to rise through the ranks as a Fire Apparatus Operator, Captain, and then as Chief; and acquired overseeing the stations at Red Bank, Round Hill, Chapin, Amick's Ferry, and Crossroads; and

WHEREAS, he has been a dedicated and loyal servant to the citizens of Lexington County and the Lexington County Fire Service

NOW, THEREFORE, BE IT RESOLVED that we, the members of the Lexington County Council, extend to GARY R. DAY our sincere appreciation for all he has done for Lexington County and the Lexington County Fire Service.

BE IT FURTHER RESOLVED that we wish for Gary a retirement filled with health, happiness, and prosperity

Bruce E. Rucker, Chairman

M. Todd Cullum, V Chairman

William C. "Billy" Derrick

George H. "Smokey" Davis

Debra B. Summers

Bobby C. Keisler

Johnny W. Jeffcoat

John W. Carrigg, Jr.

Joseph W. "Joe" Owens

ATTEST

Diana W. Burnett, Clerk



COUNTY OF LEXINGTON, SOUTH CAROLINA

RESOLUTION

THE COUNCIL FOR THE COUNTY OF LEXINGTON, SOUTH CAROLINA, MEETING IN GENERAL SESSION THE 12TH DAY OF APRIL, TWO THOUSAND FIVE, ADOPTED THE FOLLOWING:

WHEREAS, the South Carolina Poultry Festival is sponsored by residents and businesses of the Batesburg/Leesville Community; and

WHEREAS, with the dedication of the people in the area, the festival is one of the most popular and successful in the State; and

WHEREAS, the festival honors area poultry growers as well as the poultry industry; and

WHEREAS, this event provides a carnival atmosphere in which families can enjoy the many activities, events, food, crafts, and so on.

NOW, THEREFORE, BE IT RESOLVED that we, the members of Lexington County Council, proclaim Saturday, May 14, 2005 as **SOUTH CAROLINA POULTRY FESTIVAL DAY**.

BE IT FURTHER RESOLVED that we extend an invitation to citizens and visitors to join in the celebration and enjoyment of this annual event.

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:

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

April 12, 2005

BILLY DERRICK

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

JOHN CARRIGG

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

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

CENTRAL MIDLANDS COUNCIL OF GOVERNMENTS

At-Large Appointment

Lowell C. Spires, Jr. - Term expires 6/15/06

REGIONAL TRANSIT AUTHORITY

At-Large Appointment (no term limit)

Andrew R. Gambrell (Resigned)

Lowell C. Spires, Jr

LEXINGTON/RICHLAND ALCOHOL & DRUG ABUSE COUNCIL

At-Large Appointment

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

MIDLANDS AUTHORITY FOR CONVENTIONS, SPORTS & TOURISM

At-Large Appointment

Lowell C. Spires, Jr. - Term expires 6/30/05

TEMPORARY SIGN AND PERMITTING COMMITTEE

Vacant - District 7

03/31/2005 THU 11:50 AM

FEE NO.

P. 02

03/31/2005 23:55 7331395

LRADAC

PAGE COVER

03/31/2005 23:55 7331395

LEXINGTON COUNTY SC

PAGE 02/02

777-1953

LEXINGTON COUNTY COUNCIL
BOARD COMMISSION NOMINATION FORM

Name of Board/Commission: LRADAC
Name: Steve Hatchell
Address: 200 Kenneter Court, Lexington SC 29072
Employed by: Total Comfort Service Center, Inc.
Address: 5636 Old Bush River Road, Columbia SC 29912
Home Telephone: 803-8535 Business Telephone: 777-4495
Mobile/Fax: 446-4392 Pager Number: _____
Fax Number: 777-1953

Is applicant aware of Board/Commission activities and responsibilities: Yes

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

Education: University of South Carolina - 1986
Degree: BS in Accounting

Boards: Boys & Girls Clubs of the Midlands
2002 - Present (Finance Committee)

Submitted by: William L. Rawl, Jr.

Date: 3/31/05

Signature of County Clerk

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:

INDIRECT COST • WORKFORCE INVESTMENT ACT • COMMUNITY SERVICES BLOCK GRANT
WEATHERIZATION • HEAD START • RETIRED SENIOR & VOLUNTEER • ENERGY ASSISTANCE
WELFARE TO WORK • FOSTER GRANDPARENT

COUNTY OF LEXINGTON

Procurement Services

MEMORANDUM

(O) 785-8385

(F) 785-2240

DATE: March 23, 2005

TO: Art Brooks
County Administrator

THROUGH: Sheila R. Fulmer, CPPB
Procurement Manager



FROM: Janice A. Bell, CPPB
Procurement Officer



SUBJECT: Metal Detectors
Magistrate Office

Competitive telephone bids were solicited for the purchase of metal detectors requested by Edward Lewis, Interim Chief Court Administrator. We received three (3) bids (see attached bid tabulation). The walkthrough detector will be placed at the front door of the Lexington County Summary Court Center to prohibit and deter anyone from bringing any weapons into the building. The handheld detectors will be used by the bailiffs at the front and back doors.

We recommend award to Smith Detection as the low bidder meeting specifications. The total amount of this purchase is \$5,746.26 including applicable sales tax.

Funds are appropriated in the following accounts:

1000-142000-5A5560	(1) Walkthrough Metal Detector	\$5,428.26
1000-142000-5A5561	(2) Handheld Metal Detectors	\$ 318.00

I concur with the above recommendation and further recommend that this purchase be placed on County Council's agenda for their next scheduled meeting on April 12, 2005.

Attachment

copy: Larry Porth, Director of Finance/Assistant County Administrator
The Honorable Judge Gary Reinhart, Chief Magistrate
Edward Lewis, Interim Chief Court Administrator

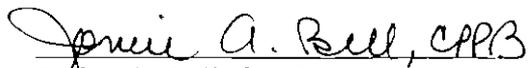
COUNTY OF LEXINGTON

BID TABULATION SHEET

DATE: March 23, 2005

METAL DETECTORS

BIDDER	METAL DETECTORS
Smiths Detection	\$5,421.00
S.K.I. Detection Systems	\$5,884.34
Securmar	\$7,421.00



Janice A. Bell, CPPB
Procurement Officer

COUNTY OF LEXINGTON

Procurement Services

MEMORANDUM

(O) 785-8385

(F) 785-2240

DATE: April 1, 2005

TO: Art Brooks
County Administrator

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

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

SUBJECT: EMS Equipment and Accessories
Bid No. B05020-02/24/05B
Public Safety/EMS

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

We received thirteen (13) bids of which one (1) was a no bid (bid tabulation is attached). Bids were evaluated by Mike Gillis, EMS Logistics Officer; Chief Brian Hood, EMS Director, and Janice A. Bell, Procurement Officer. It is our recommendation to make multiple awards to the lowest bidders meeting specifications for a total cost including sales tax of \$36,369.31 as follows:

Items #1 & #2	Southeastern Emergency Equipment	\$ 31,801.59
Item #3	Rescue 42, Inc.	\$ 1,978.49
Items #4 & #5	Boundtree Medical	\$ 2,589.23

Funds are appropriated in the following accounts:

2520-131400-5A5452	DHEC/EMS Grant-In-Aid	(3) Monitor/Defibrillator/Pacer	\$21,508.99
2520-131400-5A5453	DHEC/EMS Grant-In-Aid	(1) TC Telescoping Strut System	\$ 1,978.49
2520-131400-5A5459	DHEC/EMS Grant-In-Aid	(2) CPR Manikins, Infant	\$ 800.00
2520-131400-5A5458	DHEC/EMS Grant-In-Aid	(2) CPR Manikins, Adult	\$ 1,600.00
1000-131400-5A5406		(1) Cardiac Monitor	\$10,292.60

There is \$800.00 in the account for the Infant Manikins. If approved, a budget amendment will be prepared for the remaining \$76.21 for this item. There is \$1,600.00 in the account for the Adult Manikins. If approved, a budget amendment will be prepared for the remaining \$113.02 for this item.

I concur with the above recommendation and further recommend that this bid be placed on County Council's agenda for their next scheduled meeting on April 12, 2005.

Attachments

copy: Larry Porth, Director of Finance/Assistant County Administrator
Timothy M. James, Deputy County Administrator
Chief Brian Hood, EMS Director
Mike Gillis, EMS Logistics Officer

COUNTY OF LEXINGTON
BID TABULATION SHEET

BID: B05020-02 24/05B

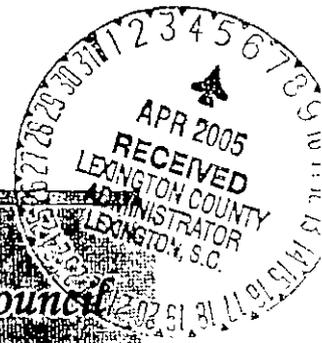
EMS EQUIPMENT AND ACCESSORIES

Vendor	1 -M3536A Max AED/Defibrillator/Monitor	2 - Heartstart XL1 Monitor	1 - Cribbing Stabilization Kit	2 - 4 Pack Baby Anne	2 - 4 Pack Little Anne
Southeastern Emergency Equipment	\$9,710.00	\$20,291.50	No Bid	No Bid	No Bid
CF Medical Inc	\$13,800.00	\$28,1650.00	No Bid	No Bid	No Bid
Philips Medical Systems	11,912.90	23,825.80	No Bid	No Bid	No Bid
Rescue 42, Inc	No Bid	No Bid	\$1,866.50	No Bid	No Bid
Georgia Fire & Rescue Supply	No Bid	No Bid	\$2,335.50	No Bid	No Bid
Newton's Fire & Safety Equipment	No Bid	No Bid	\$2,008.50	No Bid	No Bid
Matrix Medical	No Bid	No Bid	No Bid	*\$578.00	*\$1,148.00
Tri-Amm Inc	No Bid	No Bid	No Bid	\$1,251.22	\$2,449.36
Bountree Medical	No Bid	No Bid	No Bid	\$826.61	\$1,610.06
Armstrong Medical	No Bid	No Bid	No Bid	\$922.00	\$1,792.00
Laerdal Medical	No Bid	No Bid	No Bid	\$1,060.00	\$2,058.00
Zoll Medical	No Bid	No Bid	No Bid	No Bid	No Bid
Moore Medical	No Bid	No Bid	No Bid	\$970.00	\$1,800.00

*Matrix Medical requested to withdraw bid

Bids Opened February 24, 2005 @ 3:00 PM

Janice A. Bell, CPPM
Procurement Officer 



To: Members of County Council

From:  Timothy M. James, Deputy County Administrator
Public Safety – Homeland Security

Council Meeting Date: April 12th, 2005

Reference: EMS Equipment and Accessories

Lexington County Emergency Medical Services is seeking to purchase various EMS Equipment and Accessories. These purchases will be made through the EMS Grant-in-Aid, which is a 94.5/5.5 pass thru grant. Therefore, the County of Lexington will have to pay the initial costs as outlined below. Upon receipt of the equipment, we will seek reimbursement for 94.5% of the costs.

Competitive bids were solicited and evaluated by Mike Gillis, EMS Logistics Officer; Chief Brian Hood, EMS Director; and Janice A. Bill, Procurement Officer. Following are their recommendations of vendors who offer equipment and accessories meeting our specifications and are also the low bidders. All prices do include applicable taxes.

- | | | |
|--------|--|--------------------|
| ITEM 1 | One (1) AED/Defibrillator/Monitor
Southeastern Emergency Equipment
Account # 1000-131400-5A5406 | Amount \$10,292.60 |
| ITEM 2 | Two (2) Heartstart XLT Monitors
Southeastern Emergency Equipment
Account # 2520-131400-5A5452 | Amount \$21,508.99 |

Items 1 and 2 - The Emergency Medical Services Division operates two Quick Response Vehicles (QRV's) and one Shift Supervisor Vehicle. Often times, during the course of the work day, personnel utilizing these vehicles are in a much closer proximity to emergency scenes than the closest ambulance. Therefore, they can initiate a medical first response and begin patient resuscitation as well as provide critical care in the early stages of the incident. Currently, the vehicles are outfitted with automated external defibrillators, allowing the crew members on these vehicles to operate at a basic EMT level. This purchase will allow personnel to provide a higher level of service to the citizens as they will be outfitted with the necessary equipment to provide paramedical first response to emergency calls.



County of Lexington
Department of Public Safety
EMERGENCY MEDICAL SERVICES DIVISION



March 31, 2005

MEMORANDUM

TO: Janice Bell
Procurement Services

FROM: Chief T. Brian Hood
EMS Director

RE: EMS Equipment Bid # B05020-02/24/05B

Janice,

Following is my recommendation regarding the aforementioned bid. They are listed by the order they appeared on the bid tab.

Item 1- This item was a "No-Bid" by all vendors. Through discussions with all vendors it was determined that the particular make and model monitor was discontinued which led to the "No-Bid" response. We contacted three vendors with the replacement model number and have received three competitive written quotes. I recommend the lowest bidder, **Southeastern Emergency Equipment**, be awarded this bid as they meet specifications.

Account # 1000-131400-5A5406 Amount \$10,292.60

Item 2- This item was a "No-Bid" by all vendors. Through discussions with all vendors it was determined that the particular make and model monitor was discontinued which led to the "No-Bid" response. We contacted three vendors with the replacement model number and have received three competitive written quotes. I recommend the lowest bidder, **Southeastern Emergency Equipment**, be awarded this bid as they meet specifications. Please reduce the quantity of three to two as the replacement model was more expensive.

Account # 2520-131400-5A5452 Amount \$21,508.99

Item 3- The Cribbing Stabilization Kit was returned by all bidders as "No-Bid." We have since contacted additional vendors and have obtained three bids for this item. I recommend the lowest bidder, **Rescue 42, Inc.**, as they meet specifications. Please note that a bidder/vendor application and W9 form have been attached in the supporting documentation.

Account # 2520-131400-5A5453 Amount \$1,978.49

Item 4- The low bid from Matrix Medical does not include the specified accessories. When notified, John Surlis of Matrix requested that their bid be withdrawn and the items be awarded to the next lowest bidder. I recommend awarding the item to the second low bid vendor, **Boundtree Medical**, as they are actually the lowest bid vendor to meet specifications. An ABT is currently being processed to cover the unanticipated cost difference between the low bid and second low bid vendor.

Account # 2520-131400-5A5459 Amount \$876.21

Item 5- The low bid from Matrix Medical does not include the specified accessories. When notified, John Surlis of Matrix requested that their bid be withdrawn and the items be awarded to the next lowest bidder. I recommend awarding the item to the second low bid vendor, **Boundtree Medical**, as they are actually the lowest bid vendor to meet specifications. An ABT is currently being processed to cover the unanticipated cost difference between the low bid and second low bid vendor.

Account # 2520-131400-5A5458 Amount \$1,173.02

Listed below is verbiage to be included in the recommendation to Council for each item.

Item 1 and 2- The Emergency Medical Services Division operates two Quick Response Vehicles (QRV's) and one Shift Supervisors Vehicle. Often times, during the course of the work day, personnel utilizing these vehicles are in a much closer proximity to emergency scenes than the closest ambulance and can provide a medical first response to these incident scenes, beginning patient resuscitation and provide critical care in the early stages of the incident. Currently, these vehicles are outfitted with automated external defibrillators, allowing the crew members on these vehicles to operate at a basic EMT level. This purchase will allow personnel to provide a higher level of service to the citizens in this first response capacity. With this purchase these vehicles will be complimented with the necessary equipment to provide paramedical first response to emergency calls.

Item 3- The Shift Supervisors Vehicle carries a variety of rescue equipment to be used on the scene of vehicle collisions. We have identified a significant need to be able to stabilize a vehicle which comes to rest on it's side after a collision. A vehicle in this position is most hazardous to perform patient care in, on, or around. This purchase will provide for a stabilization kit that includes a strut-type apparatus designed to secure and stabilize vehicles in this position, thus allowing for increased safety and faster access to injured patients.

Items 4 and 5- A large emphasis this year is placed on community education and training. We have already conducted several community CPR courses free of charge to the general public. This purchase will allow for the replacement of existing CPR training mannequins and provide the resources necessary to afford this type training.

Thank you for your assistance with this project. If you have any questions or if I can be of any further assistance, please do not hesitate to call me.

COUNTY OF LEXINGTON

Procurement Services

MEMORANDUM

(O) 785-8385

(F) 785-2240

DATE: March 21, 2005

TO: Art Brooks
County Administrator

THROUGH: Sheila R. Fulmer, CPPB
Procurement Manager 

FROM: Janice A. Bell, CPPB
Procurement Officer 

SUBJECT: Motorola 800 MHZ Control Station
Public Safety/Emergency Preparedness

We received a requisition for the purchase of one (1) Motorola 800 MHZ Control Station for the Public Safety/Emergency Preparedness Department. The control station will be purchased directly from the manufacturer (Motorola) through the South Carolina State Contract #OIR2002.07. This station is being purchased to enhance radio communications within the Emergency Operations Center (EOC). It will be installed in the EOC and will be used to maintain communications with the on-scene responding agencies and with the forward command post. The grant procedures have been approved by the South Carolina Department of Public Safety. Total cost of these items including tax is \$6,436.32.

Funds are appropriated in the following account:

2476-131300-5A5541	State Homeland Security Grant
(1) 800 MHZ Control Station	\$6,436.32

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 April 12, 2005.

Attachment

copy: Larry Porth, Director of Finance/Assistant County Administrator
Timothy M. James, Deputy County Administrator
Neil Ellis, Emergency Management Coordinator



To: Members of County Council

From:  Timothy M. James, Deputy County Administrator
Public Safety – Homeland Security

Council Meeting Date: April 12th, 2005

Reference: Motorola 800 MHz Control Station
Public Safety / Emergency Preparedness

We are seeking to purchase one (1) Motorola 800 MHz Control Station

This control station is being purchased to enhance radio communications within the Emergency Operations Center (EOC). This system will be installed in the EOC and used to maintain effective radio transmissions to and from all responding agencies.

The cost of this control station is \$6,436.32.

Grant procedures have been approved by the South Carolina Department of Public Safety and funding for this purchase has been allocated through the State Homeland Security Grant. Therefore, we are seeking County Council's approval to purchase the Motorola 800 MHz Control Station directly from Motorola through the South Carolina State Contract.

COUNTY OF LEXINGTON

Procurement Services

MEMORANDUM

(O) 785-8319

(F) 785-2240

DATE: March 23, 2005

TO: Art Brooks
County Administrator

THROUGH: Sheila R. Fulmer, CPPB
Procurement Manager 

FROM: Donna J. Harris, CPPB
Procurement Officer

SUBJECT: All Terrain Vehicle (ATV - Gator) with Trailer
Public Safety/Fire Service

We received a purchase request and recommendation from Neil Ellis, Emergency Service Coordinator for the purchase of one (1) All Terrain Vehicle (ATV - Gator) with a trailer for the Department of Public Safety/Fire Service. The ATV - Gator will be purchased from the authorized dealer (Palmetto Lawn and Leisure, Incorporated) through the South Carolina State Contract #03-S5826-A9578. The trailer will be purchased directly from the manufacturer (Mike's Specialties, Incorporated) through the South Carolina State Contract #01-S4012-A6639. The equipment will be used by the COBRA team in a hazardous material environment to transport responders into and out of the contaminated area. Use of this vehicle will allow responders to remain in the contaminated area for a longer period of time, thus providing more time to mitigate the problem. Additionally, other responding agencies could be transported to their assigned security post. The grant procedures have been approved by the South Carolina Department of Public Safety. The cost of the ATV-Gator is \$8,206.39, and the Trailer is \$685.82 for a total cost of \$8,892.21 including applicable sales tax.

Funds are appropriated in the following accounts:

2476-131500-5A5546 (1) ATV Gator	Homeland Security Grant	\$8,206.39
2476-131500-5A5573 (1) ATV Trailer	Homeland Security Grant	\$ 685.82

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 April 12, 2005

Attachment

copy: Larry Porth, Director of Finance / Assistant County Administrator
Timothy M. James, Deputy County Administrator
Neil Ellis, Emergency Service Coordinator



To: Members of County Council

From:  Timothy M. James, Deputy County Administrator
Public Safety – Homeland Security

Council Meeting Date: April 12th, 2005

Reference: ATV (Gator)

Lexington County Public Safety is seeking to purchase one (1) All Terrain Vehicle (ATV-Gator) with trailer. Funds in the amount of \$9,000 have been identified and approved through the State Homeland Security Program Grant for this purchase. This is a 100% grant and requires no matching funds from Lexington County.

This ATV will be utilized by the COBRA Team upon their response to hazardous material environments. Further, this ATV will be used to transport responders into and out of the contaminated area, allowing them to remain suited, thus providing more time to mitigate the problem. Additionally, other responding agencies could be transported to their assigned security post.

Purchases will be processed through the appropriate accounts of the South Carolina State Contract. The ATV (Gator) will be purchased directly from the manufacturer, Palmetto Lawn and Leisure, Incorporated; and, the trailer will be purchased directly from its manufacturer, Mike's Specialties, Incorporated. The total costs of these items including tax is \$8,892.21.

As the grant procedures have been approved by the South Carolina Department of Public Safety, we are seeking County Council's approval to move forward with this purchase.

COUNTY OF LEXINGTON

Procurement Services

MEMORANDUM

(O) 785-8385

(F) 785-2240

DATE: March 30, 2005

TO: Art Brooks
County Administrator

THROUGH: Sheila R. Fulmer, CPPB
Procurement Manager



FROM: Janice A. Bell, CPPB
Procurement Officer



SUBJECT: **FOAM INJECTION SYSTEM**
BID NO. B05021-02/17/05B
Public Safety/Fire Service

Bids were solicited and advertised to provide and install two (2) Class "A" Foam Injection Systems for Public Safety/Fire Service. This retrofit is the continuation of a program to equip all first out pumpers with foam systems. These systems are now standard equipment on all current attack pumpers that have been purchased. The Class "A" foam greatly reduces time on fire calls and decreases the possibility of a re-flash fire. It is extremely effective on woods and grass fires, as well as mop-up or overhaul operations on structure fires.

We received three (3) bids of which two (2) were no bids (see attached bid tabulation). The bid was evaluated by Russell Rawl, Fire Service Coordinator and Janice A. Bell, Procurement Officer.

It is recommended that the award be made to Slagle's Fire Equipment as submitting the lowest bid meeting our specifications. The total cost including installation and sales tax is \$15,750.00.

Funds are appropriated in the following account:

1000-131500-5A5090	(2) Class "A" Foam Systems	\$15,750.00
--------------------	----------------------------	-------------

I concur with the above recommendation and further recommend that this bid be placed on County Council's agenda for their next scheduled meeting on April 12, 2005.

Attachment

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

COUNTY OF LEXINGTON

BID TABULATION SHEET

BID: B05021-02/17/05B

DATE: March 31, 2005

FOAM RETROFIT INJECTION SYSTEM

BIDDER	TOTAL BID (INCLUDING APPLICABLE TAX)
Jack L. Slagle Fire Equipment & Supply Co	\$15,750.00
Anderson Fire & Safety	No Bid
Carl R. Dickert Co	No Bid

"No Bid" was received from Anderson Fire & Safety and Carl R. Dickert Company stating that they no longer do this service.

Bids Opened: February 17, 2005 @ 3:00 p.m.


Janice A. Bell, CPPB
Procurement Officer



To: Members of County Council

From:  Timothy M. James, Deputy County Administrator
Public Safety – Homeland Security

Council Meeting Date: April 12th, 2005

Reference: Foam Retrofit Injection Systems

The Lexington County Fire Service is seeking to purchase two (2) Class “A” foam injection systems and have them installed on two existing pumpers.

This retrofit is the continuation of a program to equip all first out pumpers with foam systems. Foam systems are currently standard equipment on all existing attack pumpers that have been purchased. The Class “A” foam greatly reduces time on fire calls and decreases the possibility of a re-flash fire. It is extremely effective on woods and grass fires, as well as mop-up or overhaul operations on structure fires.

The budgeted amount for this project is \$15,750. The initial bid received from Slagle’s Fire Equipment was \$16,139.88, which is \$389.88 over budget. However, with Slagle’s being the only bid received, Janice Bell, Procurement Office, contacted Slagle’s and Slagle’s did agree to sell and install the foam system for the budgeted amount of \$15,750.

Therefore, we are seeking County Council’s approval to award this bid to Slagle’s Fire Equipment.



County of Lexington

DEPARTMENT OF PUBLIC SAFETY

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

March 21, 2005

MEMORANDUM

To: Chief Timothy M. James
Director of Public Safety / Assistant County Administrator

From: Russell Rawl *RR*
Fire Service Coordinator

Reference: Foam Retrofit Injection Systems

The attached bid is for the installation of a Class "A" foam injection system on two existing pumpers. This retrofit is the continuation of a program to equip all first out pumpers with foam systems. These systems are now standard equipment on all current attack pumpers that have been purchased. The Class "A" foam greatly reduces time on fire calls and decreases the possibility of a re-flash fire. It is extremely effective on woods and grass fires, as well as mop-up or overhaul operations on structure fires.

The budgeted amount for this project is \$15,750. The bid received from Slagle's Fire Equipment was \$16,139.88, which is \$389.88 over budget. With Slagle's being the only bid received, Janice Bell, Procurement Office, contacted Slagle's and they agreed to install the foam system for the budgeted amount of \$15,750.

It is my recommendation that the bid be awarded to Slagle's Fire Equipment and be placed on the agenda for the April 12, 2005 County Council meeting.

CC: Procurement

*OK
M. M. M. M. M.
3/22/05*

COUNTY OF LEXINGTON

Procurement Services

MEMORANDUM

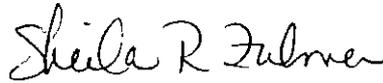
(O) 785-8385

(F) 785-2240

DATE: March 30, 2005

TO: Art Brooks
County Administrator

THROUGH: Sheila R. Fulmer, CPPB
Procurement Manager



FROM: Janice A. Bell, CPPB
Procurement Officer



SUBJECT: Installation of Mobile Generator System - B05029-03/08/05B
Public Safety/Fire Service

Competitive sealed bids were solicited for the installation of a mobile generator system for Public Safety/Fire Service. We received one (1) bid (see attached bid tabulations). The bids were evaluated by Russell Rawl, Fire Service Coordinator and Janice Bell, Procurement Officer. The grant procedures have been approved by the South Carolina Department of Public Safety.

This system will provide a power source for scene lighting as well as the operation of the specialized equipment carried on the vehicle. We recommend award to Tony's R.V. Parts & Service as the low bidder meeting specifications. The total cost of this system is \$11,263.46 including applicable sales tax.

Funds are appropriated in the following account:

2476-131500-5A5235	State Homeland Security Grant
(1) Generator	\$11,263.46

I concur with the above recommendation and further recommend that this bid be placed on County Council's agenda for their next scheduled meeting on April 12, 2005.

Attachment

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

COUNTY OF LEXINGTON

BID TABULATION SHEET

DATE: March 9, 2005

INSTALLATION OF MOBILE GENERATOR SYSTEM

BIDDER	Installation of Generator System
Tony's R.V. Parts & Service	\$11,263.46

Bids opened: March 8, 2005 @ 3:00 PM



Janice A. Bell, CPPB
Procurement Officer



To: **Members of County Council**

From:  **Timothy M. James, Deputy County Administrator
Public Safety – Homeland Security**

Council Meeting Date: **April 12th, 2005**

Reference: **Mobile Generator System and Installation**

Lexington County Fire Service is seeking to purchase one (1) Mobile Generator System. Funds have been identified and approved through the State Homeland Security Grant for this purchase. This is a 100% grant and requires no matching funds from Lexington County.

This mobile generator system will be installed on the COBRA truck and used to provide a power source for scene lighting as well as operation of the specialized equipment carried on the vehicle.

Sealed competitive bids were solicited for this purchase. Bids were reviewed by Russell Rawl, Fire Service Director, and Janice Bell, Procurement Officer. It is their recommendation that the this bid be awarded to Tony's R V Parts and Service. The total cost of this purchase, including applicable sales tax and installation, is \$11,263.46.

As the grant procedures have been approved by the South Carolina Department of Public Safety and upon the recommendation of Chief Rawl and Mrs. Bell, we concur with the low bid and are seeking County Council's approval to move forward this purchase.



County of Lexington

Department of Public Safety

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

March 22, 2005

TO: TIM JAMES
DEPUTY COUNTY ADMINISTRATOR

FROM: NEIL W. ELLIS
EMERGENCY MANAGEMENT COORDINATOR

REF: MOBILE GENERATOR SYSTEM

This is a draft budget narrative for the purchase of a mobile generator system for the COBRA truck. Funds are provided under the Homeland Security Grant program. Total cost of the system is \$11,263.46.

This generator will serve as a power source for scene lighting and operation of specialized equipment.

COUNTY OF LEXINGTON

Procurement Services

MEMORANDUM

(O) 785-8385

(F) 785-2240

DATE: March 21, 2005

TO: Art Brooks
County Administrator

THROUGH: Sheila R. Fulmer, CPPB
Procurement Manager



FROM: Janice A. Bell, CPPB
Procurement Officer



SUBJECT: Fleet Vehicle Replacement - Sheriff's Department

We received a requisition for the purchase of one (1) New 2005 Chevrolet 46,000 LB Cab & Chassis for the Sheriff's Department. This vehicle is available from Love Chevrolet through South Carolina State Contract Number 03-S5719-A9332. The grant procedures have been approved by the South Carolina Department of Public Safety. This vehicle is recommended and approved in accordance with the Fleet Management Policy by Ellis Gammons, Fleet Manager.

The cost for this vehicle is \$59,930.08 including applicable sales tax.

Funds are appropriated in account number:

State Homeland Security Grant
2476-151200-5A5548

Bomb Truck Chassis
\$59,930.08

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 April 12, 2005.

Attachment

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



To: Members of County Council

From: *M James* Timothy M. James, Deputy County Administrator
Public Safety – Homeland Security

Council Meeting Date: April 12th, 2005

Reference: Fleet Vehicle Replacement – Sheriff's
Department
Bomb Truck Chassis – Engine Replacement

The chassis and engine of the existing bomb truck is in need of replacement. Funds in the amount of \$61,600 have been identified and approved through the State Homeland Security Program Grant to replace the chassis and engine of the existing bomb truck. This is a 100% grant and requires no matching funds from Lexington County.

This equipment has been in continuous service since 1983, serving as a tandem dump truck until 1991. At that time it was converted into the county bomb truck and is serving in this capacity at present. The current mileage is 268,181.

It is our finding that replacement of the chassis and engine is more cost effective than total vehicle replacement. A 2005 Chevrolet 46,000LB Cab & Chassis is available at Love Chevrolet through the South Carolina State Contract at a total cost of \$59,930.08.

Additionally, in accordance with Fleet Management Policy, Ellis Gammons, Fleet Manager, has approved this request. Therefore, we are seeking County Council's approval to move forward with this purchase.

COUNTY OF LEXINGTON

Procurement Services

MEMORANDUM

(O) 785-8319

(F) 785-2240

DATE: March 29, 2005

TO: Art Brooks
County Administrator

THROUGH: Sheila R. Fulmer, CPPB
Procurement Manager



FROM: Donna J. Harris, CPPB
Procurement Officer



SUBJECT: Hewlett Packard Map Plotter - Sheriff's Department

We received a purchase request and recommendation from Neil Ellis, Emergency Service Coordinator for the purchase of one (1) Hewlett Packard Map Plotter. The map plotter will be utilized to support extended Emergency Operations Center (EOC) and Command Post operations by providing maps of an area affected by a disaster to assist in damage assessment and recovery programs. The data to print these maps is provided by the Lexington County GIS division. Use of this equipment proved to be extremely valuable during the response efforts in Graniteville, South Carolina. The map plotter will be purchased directly from the manufacturer (Hewlett Packard) through the South Carolina State Contract #05-S6656-A11230.

The grant procedures have been approved by the South Carolina Department of Public Safety. Rick VanSant, System Analyst II of Information Services has reviewed and recommended the purchase of the map plotter.

The cost of the map plotter is \$10,451.60 including applicable sales tax.

Funds are appropriated in the following account:

2477-151200-5A5552	Supplemental State Homeland Security Grant
(1) Map Plotter (Command Post)	\$10,451.60

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 April 12, 2005.

Attachment

copy: Larry Porth, Director of Finance/Assistant County Administrator
Chief Timothy James, Deputy County Administrator
Neil Ellis, Emergency Service Coordinator
Jim Schafer, Director of Information Services



To: **Members of County Council**

From:  **Timothy M. James, Deputy County Administrator
Public Safety – Homeland Security**

Council Meeting Date: April 12th, 2005

**Reference: Hewlett Packard Map Plotter –
Emergency Management**

Lexington County Public Safety – Emergency Management is seeking to purchase one (1) Hewlett Packard Map Plotter. Funds in the amount of \$10,576.00 have been identified and approved through the Supplemental State Homeland Security Grant for this purchase. This is a 100% grant and requires no matching funds from Lexington County.

This map plotter will be utilized to support extended Emergency Operations Center (EOC) and Command Post operations by providing maps of an area affected by a disaster to assist in damage assessment and recovery programs. The data to print these maps is provided by the Lexington County GIS Division. Use of this equipment proved extremely valuable during response efforts in Graniteville.

This purchase will be processed through the appropriate account of the South Carolina State Contract. The map plotter will be purchased directly from the manufacturer, Hewlett Packard at a total cost of \$10,451.60.

As the grant procedures have been approved by the South Carolina Department of Public Safety and Rick VanSant, System Analyst II of Information Services has reviewed and recommended this purchase; we are seeking County Council's approval to move forward.

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

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. DeLancy, 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.

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

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. DeLaney, III
Moore & Van Allen PLLC
100 North Tryon Street, Suite 4700
Charlotte, NC 28202-4003

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LEASE-PURCHASE AGREEMENT

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

WITNESSETH:

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

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

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

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

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

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

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

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

ARTICLE I DEFINITIONS AND RULES OF CONSTRUCTION

Section 1.1 Definitions.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

“State” means the State of South Carolina.

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

Section 1.2 Rules of Construction.

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

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

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

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

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

[End of Article I]

ARTICLE II
REPRESENTATIONS, WARRANTIES AND COVENANTS

Section 2.1 Representations, Warranties and Covenants by Lessor.

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

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

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

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

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

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

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

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

Section 2.2 Representations, Warranties and Covenants of Lessee.

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

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

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

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

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

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

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

[End of Article II]

**ARTICLE III
TERM, PROPERTY AND RENTAL**

Section 3.1 Demise of the Premises.

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

Section 3.2 Warranties of Title and Condition of Project.

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

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

Section 3.3 Quiet Enjoyment.

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

Section 3.4 Term.

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

Section 3.5 Base Rent.

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

Section 3.6 Additional Rent.

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

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

Section 3.7 Certain Income Tax Matters.

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

[End of Article III]

**ARTICLE IV
PROPERTY TAX EXEMPTION AND ABATEMENT**

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

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

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

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

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

Section 4.2 Rescission and Reversion in the Event of Termination.

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

[End of Article IV]

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

Section 5.1 Fee in Lieu of Tax; Impositions.

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

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

Section 5.2 Taxes, Utilities and Other Governmental Charges.

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

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

Section 5.3 Fee Payment Secured by Tax Lien.

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

[End of Article V]

ARTICLE VI
MAINTENANCE, MODIFICATIONS, IMPOSITIONS AND INSURANCE

Section 6.1 Maintenance and Modifications of Premises by Lessee.

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

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

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

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

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

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

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

(v) To the extent that the income-tax basis of the Replacement Property exceeds the original income-tax basis of the property which it is replacing, the excess amount is subject to annual payments calculated as if the exemption for economic development property were not allowed.

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

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

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

Section 6.2 Removal of Equipment.

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

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

Section 6.3 Insurance Required.

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

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

Section 6.4 Indemnity.

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

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

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

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

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

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

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

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

[End of Article VI]

ARTICLE VII
DAMAGE, DESTRUCTION AND CONDEMNATION

Section 7.1 Damage and Destruction.

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

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

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

Section 7.2 Rights of Parties in Event of Condemnation.

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

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

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

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

Section 7.3 Right of Lessee to Participate in Condemnation Proceedings.

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

Section 7.4 Lessor's Covenant Not to Condemn.

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

[End of Article VII]

**ARTICLE VIII
SPECIAL COVENANTS**

Section 8.1 No Warranty of Condition or Suitability by Lessor.

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

Section 8.2 Service of Process in the State.

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

Section 8.3 No Annexation.

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

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

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

Section 8.5 Maintenance of Corporate Existence.

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

Section 8.6 Lessor Undertakings.

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

Section 8.7 Records and Reports, Non-Disclosure.

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

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

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

Section 8.8 Compliance with Laws.

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

[End of Article VIII]

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

Section 9.1 Assignment, Subleasing and Pledging.

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

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

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

Section 9.3 Prepayment of Rents.

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

[End of Article IX]

**ARTICLE X
EVENTS OF DEFAULT AND REMEDIES**

Section 10.1 Events of Default Defined.

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

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

(b) Failure by Lessee to observe and perform any material covenant, condition or agreement on its part to be observed or performed (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.

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.



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:

Diana W. Burnett
Clerk

First Reading: _____

Second Reading: _____

MEMORANDUM

TO: County Council

FROM: Diana Burnett, Clerk

DATE: April 4, 2005

RE: Ordinance 05-02 - An Ordinance Adopting a Supplemental Appropriation for FY04-05

The proposed timetable for the adoption of Ordinance 05-02 is as follows:

First Reading - March 22, 2005
Second Reading - April 12, 2005
Public Hearing - April 26, 2005
Third & Final Reading - May 3, 2005

NOTICE OF PUBLIC HEARING

Notice is hereby given that Lexington County Council will conduct a public hearing at its regular meeting on Tuesday, April 26, 2005 at 6:00 p.m. in Council Chambers located on the Second Floor of the County Administration Building, 212 South Lake Drive, Lexington, South Carolina. The purpose of the hearing is to receive comments on Ordinance 05-02, entitled AN ORDINANCE ADOPTING A SUPPLEMENTAL APPROPRIATION FOR FISCAL YEAR 2004-2005. The purpose of the ordinance is to make a supplemental appropriation from the general fund balance to make certain capital improvements.

Anyone who wishes information prior to the hearing may call the Council office at 785-8103.

Bruce E. Rucker
Chairman
Lexington County Council



COUNTY OF LEXINGTON, SOUTH CAROLINA

ORDINANCE 05-02

AN ORDINANCE ADOPTING A SUPPLEMENTAL APPROPRIATION FOR FISCAL YEAR 2004-2005

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:

Section 1. Findings. Since the adoption of the annual budget for the Fiscal Year 2004-2005, County Council has determined that additional funding needs to be appropriated to meet certain needs of the County for Fiscal Year 2004-2005. County Council has further determined that additional appropriations may be made from the General Fund balance into specific accounts so as to meet any additional Fiscal Year 2004-2005 obligations of Lexington County.

NOW, THEREFORE, be it enacted by the County Council of Lexington County as follows: County Council hereby makes a supplemental appropriation in the sum of \$5,500,000.00 (Five Million Five Hundred Thousand and No/100 Dollars) from the County General Fund balance to specific accounts for certain building and space needs for the construction of (1) Fire Stations at Corley Mill, Cedar Grove, Chapin, and Lake Murray and other fire station capital and improvements and (2) Libraries for Swansea, Gaston, Gilbert, and Chapin.

Enacted this _____ day of _____, 2005

Bruce E. Rucker, Chairman

ATTEST:

Diana W. Burnett, Clerk

First Reading:

Second Reading:

Public Hearing:

Third & Final Reading:

Filed w/Clerk of Court:

COMMITTEE REPORT

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

DATE: March 23, 2005

COMMITTEE: Public Works

MAJORITY REPORT: Yes

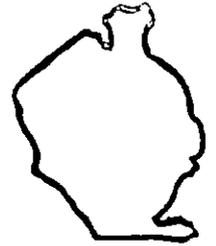
The Public Works Committee met on Tuesday, March 22, 2005 to consider a request from School District 2 for reimbursement for road improvements on Taylor Road.

Mr. John Fechtel, Director of Public Works, stated School District 2 is requesting up to \$75,000 for partial reimbursement towards paving a portion of Taylor Road which was under construction during FY 2003-04. He said the County currently budgets \$75,000 annually for school road improvement projects of which \$17,500 has been committed to School District 5, leaving a balance \$57,500.

The committee voted to recommend that full Council approve allocating \$57,500 from the School Road "C" Funds to School District 2 for improvements on Taylor Road for FY 2003-04.



COUNTY OF LEXINGTON
PUBLIC WORKS DEPARTMENT
ENGINEERING



M E M O R A N D U M

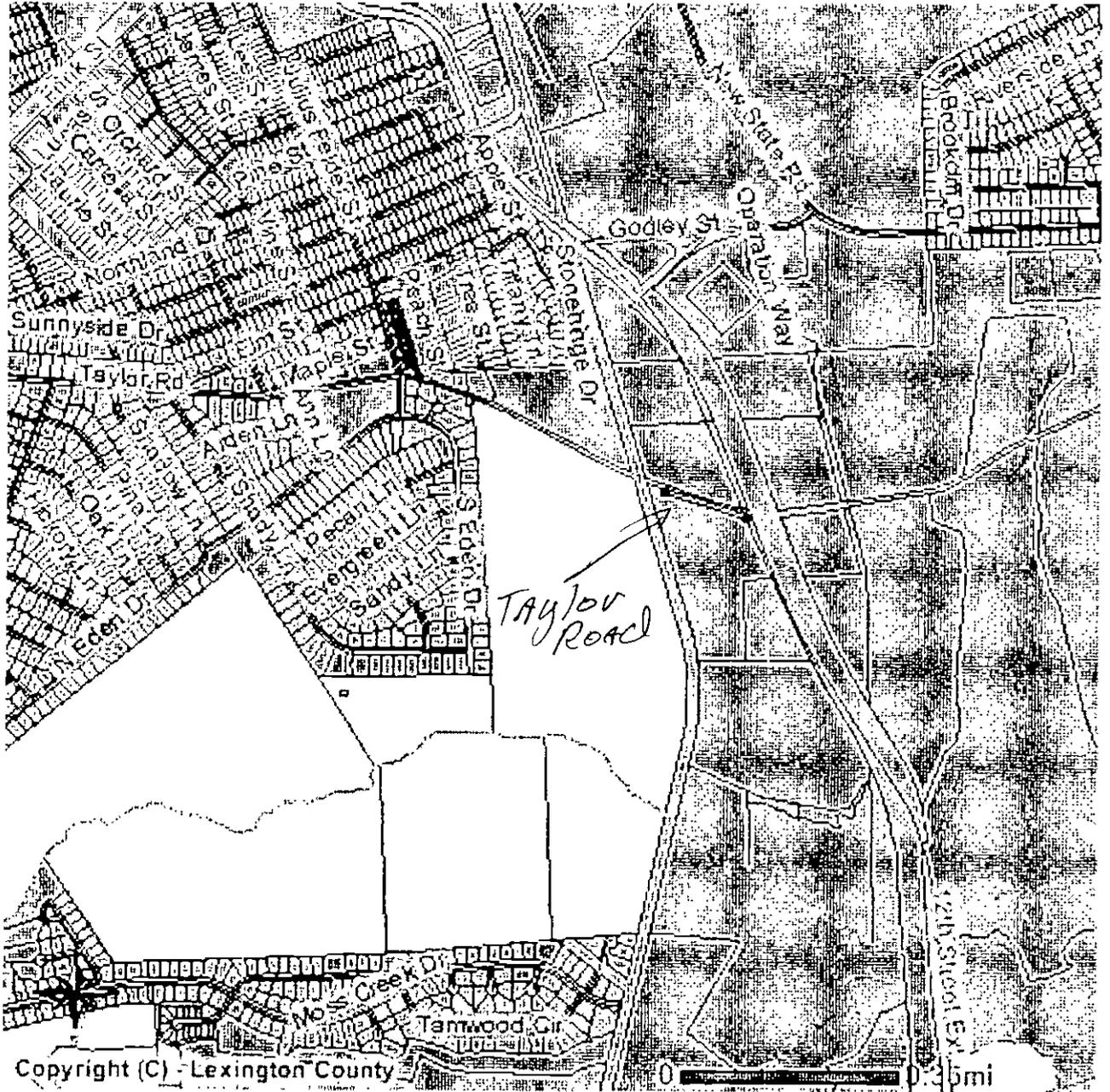
DATE: March 14, 2005
TO: Art Brooks, County Administrator
FROM: John Fecht, Public Works Director
Asst. County Administrator 
RE: \$75,000 School Road Request "C" Funds

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