

AGENDA
LEXINGTON COUNTY COUNCIL
Committee Meetings
Tuesday, October 11, 2005
Second Floor - County Administration Building
212 South Lake Drive, Lexington, SC 29072
Telephone - 803-785-8103 – FAX 803-785-8101

2:30 p.m. - 2:50 p.m. - Oath of Office

2:50 p.m. - 2:55 p.m. - Planning and Administration

- (1) Special Exception Request to House the South Congaree Library - Art Brooks, County Administrator **A**
- (2) Old Business/New Business
- (3) Adjournment

2:55 p.m. - 3:15 p.m. - Justice

- (1) Code Enforcement Officers - Animal Control - Solid Waste Management/Animal Control - Joe Mergo, Director **B**
- (2) Enacting a Booking Fee - Sheriff's Department - James R. Metts, Sheriff **C**
- (3) Reorganization and Reclassification - Sheriff's Department - James R. Metts, Sheriff
- (4) Old Business/New Business
- (5) Adjournment

3:15 p.m. - 3:25 p.m. - Public Works

- (1) Paving of Beverly Drive - Public Works - John Fachtel, Director **D**
- (2) Old Business/New Business - Solid Waste Funding
- (3) Adjournment

3:25 p.m. - 3:55 p.m. - Economic Development

- (1) Fire Hydrant - Mr. Steve Derrick - Southern Propane Systems, Inc., P.O. Box 1587, Lexington, SC 29071
- (2) Contract for Purchase of Property **E**
- (3) Memorandum of Agreement - Economic Development - Al Burns, Director **F**
- (4) Old Business/New Business - Fire Hydrants
- (5) Adjournment

3:55 p.m. - 4:15 p.m. - Committee of the Whole

- (1) Ordinance 05-02-B - An Ordinance Adopting a Supplemental Appropriation for Fiscal Year 2004-05 - 3rd and Final Reading **G**
- (2) Old Business/New Business
- (3) Adjournment

Planning & Administration

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

Justice

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

Public Works

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

Economic Development

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

Committee of the Whole

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

A G E N D A
LEXINGTON COUNTY COUNCIL
Tuesday, October 11, 2005
Second Floor - Council Chambers - County Administration Building
212 South Lake Drive, Lexington, South Carolina 29072
Telephone - 803-785-8103 FAX - 803-785-8101

4:30 P.M. - COUNCIL CHAMBERS

Call to Order/Invocation
Pledge of Allegiance

Employee Recognition - Art Brooks, County Administrator

Resolutions **H**
(1) Angela Viney
(2) Guerry K. Taylor
(3) Veterans of World War II and Vietnam War

Appointments **I**

Bids/Purchases/RFPs

(1) Function Three/Four Computer Hardware and Monitor Purchase - Information Services **J**
(2) T-1 Router Replacement - Information Services **K**
(3) Restoration and Reconstruction of the Leaphart/Harman House - Re-bid 2 - Museum **L**
(4) Computer Aided Dispatch (CAD) License and Expansion Packs - PS/Homeland Security -
Sole Source Procurement - **M**
(5) 15' Wide Bush Hog - Public Works **N**
(6) Caterpillar Motorgrader Replacement/Sole Source Procurement - Public Works **O**
(7) Fleet Fuel Tanker Replacement - Public Works **P**
(8) Fleet Vehicle Replacements - Sheriff's Department **Q**

Delayed Item

(1) Proposed Building to House South Region **R**

Chairman's Report

Administrator's Report

Approval of Minutes - Meeting of September 13, 2005 S

Ordinance

- (1) Ordinance 05-06 - Authorizing Lexington County Rural Recreation District to Issue General Obligation Bonds in the Amount Not to Exceed \$17,000,000 and General Obligation Refunding Bonds in an Amount Not to Exceed \$17,000,000 - 3rd and Final Reading T
- (2) Ordinance 05-07 - Amend the Agreement for Development of Joint County Industrial Park Between Lexington County and Calhoun County - The Electric Controller and Manufacturing Company, LLC - 3rd and Final Reading U
- (3) Ordinance 05-09 - Approving the Conveyance of Real Estate (approximately 8 acres) to the Lexington County Recreation and Aging Commission in Exchange of Real Estate (approximately 2 acres) from the Lexington Recreation and Aging Commission to the County of Lexington - 2nd Reading V
- (4) Ordinance 05-10 - Authorizing the Execution and Delivery of a First Amendment to the Fee Agreement Between Lexington County and SCE&G - 2nd Reading W
- (5) Ordinance 05-11 - Amend the Multi-County Industrial Park with Calhoun County to add Property - 2nd Reading X
- (6) Ordinance 05-12 - Approving the Amendment to, and Assignment of Certain Interests of Honeywell Nylon LLC in, the FILOT Lease Agreement, Inducement Agreement and Millage Rate Agreement, and Memorandum of Lease Agreement - 2nd Reading Y

Committee Reports

Planning & Administration, J. Owens, Chairman

- (1) Zoning Map Amendment M05-07 - 2nd Reading Z
- (2) Special Exception Request to House the South Congaree Library - **Tab A**

Justice, S. Davis, Chairman

- (1) Code Enforcement Officers - Animal Control - **Tab B**
- (2) Reorganization and Reclassification - Sheriff's Department

Economic Development, J. Jeffcoat, Chairman

- (1) Walter P. Rawl & Sons, Inc. - Fire Hydrants 1
- (2) Contract for Purchase of Property - **Tab E**
- (3) Memorandum of Agreement - Economic Development - **Tab F**

Committee of the Whole, T. Cullum, Chairman

(1) Ordinance 05-02-B - An Ordinance Adopting a Supplemental Appropriation for Fiscal Year 2004-05 - 3rd and Final Reading - **Tab G**

Budget Amendment Resolutions

OLD BUSINESS/NEW BUSINESS

EXECUTIVE SESSION/LEGAL BRIEFING

MATTERS REQUIRING A VOTE AS A RESULT OF EXECUTIVE SESSION

ADJOURNMENT

Information in packet:

Special Exceptions Application to be signed by Lexington County Council responsible party

Copy of letter to Steve Aaron, Chairman of Board of Appeals

Town of South Congaree Ordinance Part G (R-1) Section 9-67: PURPOSE

Town of South Congaree Ordinance Part G (R-1) Section 9-67: b-3 Special Exceptions

MASC Information re: Special Exceptions

MASC Information re: Zoning Board responsibility re: Special Exceptions

Information on "Special Exceptions" from SC State Code

If you should have any questions, please feel free to contact me.

Juanita Glass
Town of South Congaree
Town Clerk



Special Exception Application - Form 4
Board of Zoning Appeals

Date Filed: _____ Permit Application No. _____ Appeal No. _____

1. Applicant hereby appeals to the Board of Zoning Appeals for a special exception for use of the property described in the Notice of Appeals [Form 1] as: _____

_____ which is a permitted special exception under the district regulation in Section _____ of the Zoning Ordinance.

2. Applicant will meet the standards in Section _____ of the Zoning Ordinance which are applicable to the proposed special exception in the following manner:

3 Applicant suggests that the following conditions be imposed to meet the standards in the Zoning Ordinance: _____

4. The following documents are submitted in support of this application: _____

[A plot plan must be submitted.]

Date _____

Applicant signature

TOWN OF SOUTH CONGAREE

119 West Berry Road
South Congaree, SC 29172

September 29, 2005

Steve Aaron, Chairman
Zoning Board of Appeals
933 Ramblin Road
West Columbia, South Carolina 29170

Re: Special Exception - R-1
Library Branch

Dear Steve:

Bobby Kessler of the Lexington County Council has requested that the property (where the Arena is located - on the Sunset Street side) which is planned for the new library branch and is in an R-1 area, be designated commercial, so that the library can be placed there. However, our ordinances allow for a Special Exception to the R-1 category which would apply to "Government Buildings". As a County owned facility this would apply and it can be placed in an R-1 district. The Special Exception can only be heard by the Zoning Board.

I have made up a packet indicating the ordinance covering this and some other information from MASC and SC State Code) on the Special Exception category.

I will place a notice in the newspaper and on the bulletin board at the Town Hall stating that a Public Hearing will be held as soon as I have a date for this. I will also place notice boards in various places around the property as soon as I have a date. I will also forward to you and all board members any other information that I receive. As far as I can see only one vote will be necessary.

Bobby Kessler has also requested that I send this information and an application to the Lexington County Administrator. He feels that the Lexington County Council will have all readings and approvals by November. I wanted you, as Chairman, and all board members to be aware of the steps being taken. Per our conversation, I will get with you for a date and then let all board members know in plenty of time. There is a form which you, as chairman, will need to fill out.

Should there be any questions, or should you need any further information, please contact me at the Town Hall.

Sincerely,


Juanita Glass
Town Clerk

enclosures

cc: Ann Clark
Bob Pleasant
Mike Pelt
Johnny White

Telephone (803) 755-2760
FAX (803) 755-0456

PART-G
USE REQUIREMENTS FOR RESIDENTIAL DISTRICTS
(R-1, R-2, R-3)

SECTION 9-66. INTENT

To establish residential districts and to protect property in the districts from the depreciating effects of incompatible land uses. Residential uses are intended to be the primary use within each district.

SECTION 9-67. R-1 RESIDENTIAL DISTRICT [Single-family]

Purpose: To establish a low-density, single-family district and to protect property in the district from the depreciating effect of incompatible land uses.

a. Permitted Uses:

1. Single-family dwelling
2. Accessory buildings and uses of structures customarily incidental to any permitted uses, provided no accessory structures shall be located in any required front or side yards and no such structure shall be less than five (5) feet from any property line or principal building.
3. Signs subject to the provisions to SECTION 9-104.
4. Home occupations subject to the provisions of SECTION 9-109.

Churches, private schools and recreational facilities located in mobile homes shall be considered as mobile homes, and not as churches, schools, or recreational facilities.

04-04-88

b. Permitted Special Exceptions:

Only after public notice and public hearing, subject to appropriate conditions and safeguards, THE BOARD OF APPEALS may permit a Special Exception.

1. Nursing or convalescent homes
2. Hospital and medical treatment facilities
3. Government buildings and uses except those relating to purpose of penology and correction.

requirement, decision or determination appealed from and may make such other requirements, decisions or determinations as ought to be made, and to that end shall have the powers of the administrative official from whom the appeal is taken.

- D. The concurring vote of three (3) members of the Board shall be necessary to reverse any order, requirement, decision or determination of the Zoning Administrator or to decide in favor of the applicant in any matter upon which it is required to pass under PART O. Notice in writing of the decision of the Board shall be presented to the appellant, or postmarked, no later than the following day after the hearing. Such notice shall be signed by the Secretary of Chairman and shall state explicitly the decision of the Board and any special terms of that decision.

SECTION 9-203. SPECIAL EXCEPTION Added by Amendment 11/2/87

A. DUTIES OF THE BOARD IN REFERENCE TO SPECIAL EXCEPTIONS

1. To hear and decide only such applications for SPECIAL EXCEPTIONS as the ZONING BOARD OF APPEALS is specifically authorized to pass upon by the terms of this ordinance;
2. To decide such questions that are involved in determining whether SPECIAL EXCEPTIONS should be granted;
3. To prescribe appropriate conditions and safeguards in conformity with this ordinance;
4. To deny SPECIAL EXCEPTIONS when not in harmony with the intent and purpose of this ordinance.

B. PROCEDURES

1. A written application for a special exception shall be submitted indicating the Section of this ordinance which the special exception is being sought and stating the grounds on which it is requested.
2. Notices of public hearing shall be posted on the property for which the SPECIAL EXCEPTION is sought and shall be published at least fifteen (15) DAYS PRIOR TO THE PUBLIC HEARING in a newspaper of general circulation in the Town of South Congaree.

3. The public hearing shall be held. Any party may appear in person, or by agent or attorney.
4. The ZONING BOARD OF APPEALS shall make a finding that it is empowered under the Section of this ordinance described in the application to grant the SPECIAL EXCEPTION, and that the granting of the **Special Exception will not adversely effect the public interest.**
5. The regulation of this ordinance setting forth specific standards to be met prior to the establishment of any Special Exception shall be binding upon the ZONING BOARD OF APPEALS and no variance to such requirement shall be granted.
6. The ZONING BOARD OF APPEALS shall grant no Special Exception for the establishment of any use or structure which necessitates the concomitant granting of a variance.
7. The ZONING BOARD OF APPEALS may prescribe a time limit within which the action for which the Special Exception is required shall be begun or completed or both.

C. EFFECTS OF FAILURE TO MEET CONDITIONS

1. Violation of conditions and safeguards prescribed in conformity with this ordinance when made a part of the terms under which the Special Exception is granted shall be deemed a violation of this ordinance, punishable under penalties established herein.
2. Failure to begin or complete, or begin and complete, an action for which a Special Exception is required, within the time limit specified when such time limit is made a part of the terms under which the Special Exception is granted shall **void** the Special Exception.

SECTION 9-204. Reserved

SECTION 9-205. Appeals from the ZONING BOARD OF APPEALS

Any person or persons jointly or severally aggrieved by any decision of the ZONING BOARD OF APPEALS, or any taxpayer or any officer, department, board or bureau of the Town of South Congaree may present to the Circuit Court a petition,

Variances and Special Exceptions

Variances and special exceptions are often confused, even by courts. See *Hartman v City of Columbia*, 232 S.E.2d 15. They are completely different in purpose, effect and procedure

A **variance** is administrative relief from the literal or strict application of zoning regulations. It is an escape hatch to relieve an owner from denial of all beneficial use of property in unique cases of hardship imposed by the zoning ordinance. It is not used to allow a use of property which is not permitted. Reasonable conditions related to the variance may be imposed by the board of zoning appeals.

A **special exception** is a granted for a use which is not permitted outright, but may be allowed only with prior approval of the board of zoning appeals. No hardship need exist. Prescribed conditions set forth in the ordinance must be met. When granted, a special exception has the same status as a permitted use as long as the conditions are met, regardless of a change in ownership of the property.

Neither a variance nor an exception can be used as an amendment to the ordinance. Amendment is a legislative function which may be exercised only by the governing body.

Conditional uses may be allowed by a zoning ordinance. Conditional uses are granted by the zoning administrator without action by the board of zoning appeals. Conditional uses which require Board approval are really special exceptions. S.C. Code § 6-7-740(3).

Special exceptions are frequently applied to troublesome uses which attract traffic, involve hazardous materials or activities, generate noise, or need restrictions to assure they will be compatible with the neighborhood and adjacent owners will be protected. Conditions imposed in addition to those required by the ordinance must be reasonable.

The governing body cannot delegate to the board unrestricted power to grant or withhold special exceptions. The board cannot ignore or change the standards set by the ordinance. In ruling on an application for a special exception, the board should record its findings that the ordinance standards have been satisfied and its basis for imposition of any additional conditions. Granting a special exception in one case does not bind the board to grant a special exception in another similar case. Each case stands on its own facts. See *Witherspoon v City of Columbia*, 351 S.E.2d 903 (1986).

The zoning ordinance sets the procedures to be followed in granting variances and special exceptions. Usually, it is not good practice to grant a special exception for a use which also needs a variance. Some ordinances prohibit such action.

Variances and special exceptions run with the land, not the owner, and may give rise to vested rights. See *Baker v. Sullivan's Island*, 310 S.E.2d 433 (Ct. App 1983); *Union Oil of California v City of Columbia Zoning Board*, 281 S.E.2d 479 (1981)

4. Board of Zoning Appeals

- The Act refers to the board as the "board of zoning appeals" The name "zoning board of adjustment" is not used The board has 3 to 9 members. [§ 6-29-780]
- The board "shall adopt rules of procedure" [§ 6-29-790] Appendix D
- Newspaper notice of all public meetings is required and the property must be posted with notice of variances or special exceptions. [§ 6-29-790] The rules of procedure should provide the time for publishing notice of meetings as required by the FOI Act.
- The time in which an appeal to the board from an administrative decision may be taken is 30 days from date of actual notice, unless otherwise provided by ordinance or rules of the board. [§ 6-29-800(A)(4)] See Appendix F-9.
- Variance standards have been revised. Conditions may be attached to a variance. A use variance may not be granted unless the zoning ordinance so provides. [§ 6-29-800(A)(2)]
- Only the board of zoning appeals is authorized to grant special exceptions [§ 6-29-800(A)(3)].
- Decisions of the board must separately state findings of fact and conclusions of law and be delivered to parties of interest by certified mail. [§ 6-29-800(E)] Findings of the board have the same weight as jury findings on appeal to court - they are binding if there is any evidence in the record to support them. [§ 6-29-840]

5. Board of Architectural Review

- The board is required to adopt rules of procedure. [§ 6-29-870(D)] See Appendix E.
- Public notice requirements for meetings are not set by the Act The rules of procedure or ordinance should address this requirement See FOI requirements.
- The rules of procedure or ordinance should provide a time in which an appeal may be taken from an administrative decision. The Act does not set a time [§ 6-29-890(A)]
- An appeal procedure for the board of architectural review which is similar to the procedure for the board of zoning appeals is provided [§ 6-29-890] Ordinance amendments may be needed on this subject.

SECTION 6-29-800. Powers of board of appeals, variances, special exceptions; remand, stay; hearing; decisions and orders.

(A) The board of appeals has the following powers:

(1) to hear and decide appeals where it is alleged there is error in an order, requirement, decision, or determination made by an administrative official in the enforcement of the zoning ordinance;

(2) to hear and decide appeals for variance from the requirements of the zoning ordinance when strict application of the provisions of the ordinance would result in unnecessary hardship. A variance may be granted in an individual case of unnecessary hardship if the board makes and explains in writing the following findings:

(a) there are extraordinary and exceptional conditions pertaining to the particular piece of property,

(b) these conditions do not generally apply to other property in the vicinity;

(c) because of these conditions, the application of the ordinance to the particular piece of property would effectively prohibit or unreasonably restrict the utilization of the property; and

(d) the authorization of a variance will not be of substantial detriment to adjacent property or to the public good, and the character of the district will not be harmed by the granting of the variance.

(immediately must transmit to the board all the papers constituting the record upon which the action appealed from was taken.

(C) An appeal stays all legal proceedings in furtherance of the action appealed from, unless the officer from whom the appeal is taken certifies to the board, after the notice of appeal has been filed with him, that by reason of facts stated in the certificate a stay would, in his opinion, cause imminent peril to life and property. In that case, proceedings may not be stayed other than by a restraining order which may be granted by the board or by a court of record on application, on notice to the officer from whom the appeal is taken, and on due cause shown.

(D) The board must fix a reasonable time for the hearing of the appeal or other matter referred to the board, and give at least fifteen days' public notice of the hearing in a newspaper of general circulation in the community, as well as due notice to the parties in interest, and decide the appeal or matter within a reasonable time. At the hearing, any party may appear in person or by agent or by attorney.

(E) In exercising the above power, the board of appeals may, in conformity with the provisions of this chapter, reverse or affirm, wholly or in part, or may modify the order, requirements, decision, or determination, and to that end, has all the powers of the officer from whom the appeal is taken and may issue or direct the issuance of a permit. The board, in the execution of the duties specified in this chapter, may subpoena witnesses, and in case of contempt may certify this fact to the circuit court having jurisdiction.

(F) ~~All final decisions and orders of the board must be in writing and be permanently filed in the office of the board as a public record. All findings of fact and conclusions of law must be separately stated in final decisions or orders of the board which must be delivered to parties of interest by certified mail.~~ The board may not grant a variance, the effect of which would be to allow the establishment of a use not otherwise permitted in a zoning district, to extend physically a nonconforming use of land or to change the zoning district boundaries shown on the official zoning map. The fact that property may be utilized

Lexington County GIS Map



- Le
- Lake M
- Le
- Local R
- Collecto
- Arterial
- Intersta
- Parcels
- County
- 2005 A

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INTEROFFICE MEMORANDUM



TO: ART BROOKS, COUNTY ADMINISTRATOR
FROM: JOE MERGO III, SOLID WASTE & ANIMAL SERVICES DIRECTOR *JM III*
SUBJECT: CODE ENFORCEMENT OFFICERS
DATE: 9/29/2005
CC: JOHN FECHTEL; RON SCOTT, BRUCE HILLER, CHRIS FOLSOM, FILE

Please accept this as my request for an update of County Council appointed Animal Service Code Enforcement Officers. If possible, please place this in the Committee of the Whole for the October 11, 2005 Council meeting. The last update to this list was March 9, 1999. Since a considerable amount of time has past from the last update, I recommend that all previous Code Enforcement Officers be deleted except for the following individuals.

1. Joe Mergo, III
2. Chrs Folsom (Addition)
3. John McGee
4. Johnny Blackman (Addition)
5. James Hill (Addition)
6. Doug Reed (Addition)
7. Dave Dewey (Addition)

Although this does not fall under my direction, I believe there may be a need for an update in other departments such as Planning & Development as well as the divisions now assigned to Public Works. This is based on the current names listed as officers from the March 9, 2004 agenda. Further, John Fechtel may have a need to brief Council on the enforcement of the new National Pollutant Discharge Elimination System (NPDES) requirements for storm water.

Thank you in advance for your attention to this matter.



COUNTY OF LEXINGTON, SOUTH CAROLINA

Department of Community Development
212 South Lake Drive Lexington, South Carolina 29072
(803) 785-8121, Fax (803) 785-8188

MEMORANDUM

TO: County Council

THROUGH: Art Brooks
County Administrator

FROM: Ronald Scott 
Director

DATE: October 5, 2005

SUBJECT: Code Enforcement Officers

All Code Enforcement responsibilities have been transferred to the Sheriff's Department. We currently have no staff in the department that handle Code Enforcement. Any staff within the Community Development Department previously listed as Code Enforcement officers should be removed from the list.

RS/sn

Purpose is to collect a fee to assist in offsetting the cost to taxpayers of Lexington County for the booking of inmates into the Lexington County Detention Center.

Processing fee of \$30 will be collected from persons booked into the Detention Center and deposited in to a designated account.

The Sheriff's Office will assess a \$30.00 Processing Fee for persons booked into the facility, to include booking and releases and weekender program. The only exceptions are those who are transported from a state of federal prison, those incarcerated as a result of a mental health hold, those incarcerated as a result of a detoxification hold with no other charges involved and those who are brought here from other county jails on a writ or courtesy hold.

Procedures will be in put in place once an ordinance has been passed.

Approximately 12,000 persons are booked into the Lexington County Detention Center annually. 12,000 booking fees of \$30 each will bring in \$360,000 in revenues.

Attached is a copy of the Arapahoe County, Colorado, and Booking Fee Procedure if you have any questions, please do not hesitate to contact me.

ARAPAHOE COUNTY SHERIFF'S OFFICE
ADMINISTRATIVE POLICY AND PROCEDURE MANUAL
Booking Fee Procedures DET 809

EFFECTIVE: July 2005

REVISED:

PURPOSE:

To collect a fee to help offset the cost to the taxpayers of Arapahoe County for the Booking of inmates into the Arapahoe County Sheriff's Office Sullivan Detention Center.

DEFINITIONS:

PROCESSING FEE: A \$30.00 Fee will be collected from persons booked into the Arapahoe County Sheriff's Office Sullivan Detention Center and deposited into a designated account.

< >: Numbers in brackets are Accreditation references.

POLICY:

The Arapahoe County Sheriff's Office will assess a \$30.00 Processing Fee, as authorized by Colorado Revised Statute 30-1-104(1)(n), for persons booked into the facility, to include booking and releases and weekender program, on or after July 1, 2005. The only exceptions are those who are transported from a state or federal prison, those incarcerated as a result of a mental health hold, those incarcerated as a result of a detoxification hold with no other charges involved and those who are brought here from other county jails on a writ or courtesy hold.

PROCEDURE:

- A. No inmate will be held in jail simply because the Inmate Processing Fee has not been paid.
 1. In the case where the fee cannot be collected, it will appear as a recoverable on the inmate's commissary account.
 2. The inmate may pay the balance after being released, or it will simply carry forward to the next time he/she is incarcerated.
- B. If there is a possibility of recovering the Booking Fee, the inmate will be notified at the time bonding information is given out. The person requesting bonding information will be made aware of the amount of the recoverable fee so that it can be paid at the time the bond is delivered. If the booking fee is still not paid, the \$30.00 fee will remain on the inmate's account as a recoverable fee.
- C. Inmate Processing Fees are assessed against the inmate's

account at the time of booking.

1. The New World System will automatically charge \$30.00 to the inmate account of all persons booked into the Detentions facility.
 2. Property/charge reports forwarded to the Property Section by booking clerks will be reviewed by property Clerks to insure that those persons who are exempt, as defined by the policy statement have the \$30.00 charge removed from their account.
 3. Budget and Logistics Section personnel assigned to the Detentions warehouse will run a copy of the "Inmate Received" report on a daily basis and check each inmate's account to verify that each was charged correctly. The report run will cover the period of time from 0600 to 0600 of each weekday and from 0600 Friday to 0600 Monday for the Monday report.
 4. Budget and Logistics personnel will then prepare a check transferring the total daily booking fee charges from the Inmate Checking Account to the Detentions General Fund "Booking Fees" account.
- D. Inmates who are released by court order or who complete a sentence but still owe the Processing Fee will be released regardless of whether it is paid or not. Released inmates will be notified that their record will reflect a Recoverable Balance that will be deducted from their funds should they be re-incarcerated. They will be advised to clear their account by paying the fee. The fee may be paid at the Sullivan Detention Center front desk during normal business hours.
- E. Refunding of the Inmate Processing Fee, pursuant to C.R.S. 30-1-104:
1. Once the fee is received, it is non-refundable unless the inmate is acquitted or found not guilty of all charges including lesser-included or modified charges.
 2. If a person is acquitted on all charges, they must complete a Booking Fee Refund Request Form. The form is available at the Detention Center front desk. All appropriate documentation of the court findings shall be attached to the request that the fee is refunded.
 3. The Booking Fee Refund Request Form will be submitted by either taking it to the Detention Center front desk or returning it by mail, using the address included on the refund request form.

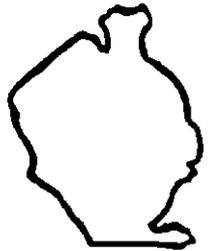
-
-
4. The Booking Fee Refund Request Form and all attached documentation including a copy of a valid identification shall be given to the Court Services Supervisor. The Court Services Supervisor shall assign the request to a Court Services Clerk who will:
 - a. Search the case number in ICON (Court Computer) to verify that the disposition documentation attached to the Booking Fee Refund Request Form meets the requirements.
 - 1) The following dispositional qualification for refund:
 - a) Acquittal by judge or jury
 - b) Dismissal of all charges on the case
 - 2) The following dispositions do not qualify a defendant for a refund:
 - a) A plea of No Contest (Nolo Contendere)
 - b) Any plea of Guilty, including one that results in a suspended or deferred sentence
 - c) Any conviction by a jury or a judge on any charge related to the case for which the inmate was booked in the Detention Center
 - b. Make a printout of the Minute Orders or other information that will support either granting or denying the request.
 - c. Search the New World Records System to confirm that there was an arrest made involving the case number in question. Multiple cases may be found. Disqualify circumstances include:
 1. Other cases involved on the same arrest that not been adjudicated or that do not meet the "not guilty" requirement.
 2. Arrests in which no Booking Fee, or only a partial Booking Fee was paid. In the case of the partial fee, only the actual amount paid can be refunded.
 - d. Note the Court Services Numbers of each arrest involving the case number being researched on the Booking Fee Refund Request Form. Make a printout of the Court Services report from the Court

Services record, Inmate Maintenance Folder, and Identification tab for each Court Services number.

- e. Return the Refund Request to the Court Services Supervisor.
5. The Court Services Supervisor shall make a determination as to whether or not a refund shall be made based on the information provided and the above guidelines.
- a. If the Court Services Supervisor determines that a refund shall be granted the following shall occur:
 - 1) The supervisor will indicate that the refund shall be issued, and document the amount of the refund on the Refund Request Form. The form shall be signed and dated with their star number. The paperwork will then be forwarded to the Budget and Logistics Technician assigned to the Detentions Warehouse.
 - 2) The Budget and Logistics Technician will forward a check request to the County Finance Department. The Budget and Logistics Technician will request that the check be sent to the Budget and Logistics Section so that a copy of the check can be inserted into the inmate's Court Services file. The Technician will then mail the check to the approved applicant.
 - b. If the Court Services Supervisor determines that a refund shall not be granted, the supervisor will:
 - 1) Document on the Refund Request Form that a refund has been denied, stating the reason for the denial.
 - 2) Maintain a log of all denied Booking Fee Refund requests.
 - 3) Place a copy of the denied Booking Fee Refund request in the inmate file.
 - 4) Mail the request to the inmates address as listed on the Refund Request Form.



COUNTY OF LEXINGTON
PUBLIC WORKS DEPARTMENT
ENGINEERING



MEMORANDUM

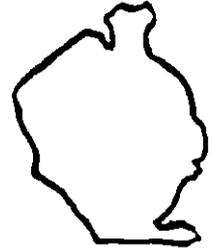
DATE: October 3, 2005
TO: Art Brooks, County Administrator
FROM: John Fechtel, Public Works Director
Asst. County Administrator 
RE: Paving of Beverly Drive

Attached is a memo from Jim Starling dated 7-8-03 reference the paving of Beverly Drive. The paving of Beverly Drive is not a new issue. Of the fifteen (15) projects from the Delegation's last request dated 9-22-93, all projects with the exception of two (2) were completed (relocate Community Drive and Laketide Court). These projects were dropped and would have to be repeticioned.

Town of Springdale made the request to reconsider paving Beverly Drive which was approved by County Council on August 8, 2000.



COUNTY OF LEXINGTON
PUBLIC WORKS DEPARTMENT
ENGINEERING



Memo

To: John Fechtel

From: Jim Starling JS

Date: 07/08/03

Re: Beverly Drive

Attached are various letters and memorandums concerning the programming and paving of Beverly Drive. The following is a summary of these letters.

The first two letters are from the Delegation to the County Council Chairman and from the Delegation to SCDOT appointing County Council as the Lexington County Transportation Committee. This gives County Council the authority to program and pave roads through the "C"-Fund Program.

The next letter is from the Delegation to SCDOT dated May 19, 1993. The letter contains a list of roads, including Beverly Drive that the Delegation programmed for paving. This is the last group of roads programmed by the Delegation.

In March of 1994, the Lexington County Transportation Committee approved the Delegation's last list of roads, including Beverly Drive.

In January of 1997, the Lexington County Transportation Committee informed SCDOT that Beverly Drive had been dropped by the Legislative Delegation and by the CTC. The project was dropped due to right of way acquisition problems. This letter also states that the project may need to be re-visited at some other time.

The Town of Springdale requested that Beverly Drive be re-considered for paving in a letter dated June 5, 2000, addressed to you, Director of Public Works. The Town of Springdale stated that they felt like the right of way could be obtained now and that they wanted the CTC to program the road once more.

In August of 2000, the Town of Springdale's request to reconsider programming Beverly Drive was presented to the County Transportation Committee. The CTC re-programmed Beverly Drive in an effort to pave as much of the road as possible depending on right of way.

ROUTING - REQUEST

JOE WILSON

SOUTH CAROLINA STATE SENATE
DISTRICT 23 - LEXINGTON COUNTY

Please

READ To _____

HANDLE *send a*

APPROVE *copy to John F.*

and

FORWARD _____

RETURN _____

KEEP OR DISCARD _____

REVIEW WITH ME _____

February 15, 1993

Date _____ From _____

Honorable Lowell C. Spires, Jr.
Chairman
Lexington County Council
Lexington, SC 29072

RE: C Funds

Dear Butch,

The Lexington County Legislative Delegation voted unanimously on February 11, 1993, to assign the C Fund program to County Council with several clarifications.

We believe this is a positive step for County - State cooperation and it is in recognition of our appreciation for the fine work already of the County Public Works Department.

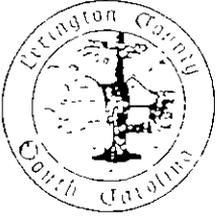
Working together this assignment is subject to the following: previously submitted roads will be completed in a timely manner; the rocking program should be used where feasible for dead end roads and cul de sacs especially in the Lake Murray communities; and the funding will be dispersed as much as reasonable so that as many county residents as possible benefit.

We look forward to working with you.

Very truly yours,


Joe Wilson

JW/bss



LEXINGTON COUNTY LEGISLATIVE DELEGATION

Lexington County Courthouse
139 East Main Street
Lexington, South Carolina 29072
Phone 359-8184

HOUSE OF REPRESENTATIVES

Rep. Larry L. Koon (R) Dist. 87
Rep. C. Lenoir Sturkie (R) Dist. 88
Rep. David A. Wright (R) Dist. 85
Rep. Bill Riser (R) Dist. 69
Rep. Margaret J. Gamble (R) Dist. 89
Rep. Molly M. Spearman (D) Dist. 39
Rep. Elsie Rast Stuart (R) Dist. 96

CHAIRMAN

Senator Joe Wilson

VICE CHAIRMAN

Rep. Larry L. Koon

STATE SENATORS

Sen. Nikki G. Setzler (D)
Dist. 26
Sen. Joe Wilson (R)
Dist. 23
Sen. James A. Lander (D)
Dist. 18
Sen. W. Greg Ryberg (R)
Dist. 24

September 22, 1993

Mr. B. K. Jones
Special Assistant to Executive Director
SC Department of Highways & Public Transportation
Post Office Box 191
Columbia, S. C. 29202

Dear Mr. Jones:

At the September 16th meeting of the Lexington County Legislative Delegation it was unanimously approved to appoint the Lexington County Council as the Local Transportation Committee and utilize the existing Priority Ranking System as directed by the County Public Works Department.

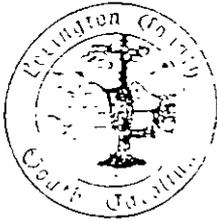
Very truly yours,

Joe Wilson, Chairman
Lexington County Legislative Delegation

ww

cc - Mr. Butch Spires, Chairman County Council
Mr. Ed Parler, County Administrator
— Mr. John Fechtel, Director Public Works





LEXINGTON COUNTY LEGISLATIVE DELEGATION

Lexington County Courthouse
-139 East Main Street
Lexington, South Carolina 29072
Phone 359-8184

Mailed
6-22-93

HOUSE OF REPRESENTATIVES

- Rep. Larry L. Koon (R) Dist. 87
Rep. C. Lenoir Sturkie (R) Dist. 88
Rep. David A. Wright (R) Dist. 85
Rep. Bill Riser (R) Dist. 69
Rep. Margaret J. Gamble (R) Dist. 89
Rep. Molly M. Spearman (D) Dist. 39
Rep. Elsie Rast Stuart (R) Dist. 96

CHAIRMAN

Senator Joe Wilson

VICE CHAIRMAN

Rep. Larry L. Koon

STATE SENATORS

- Sen. Nikki G. Setzler (D) Dist. 26
Sen. Joe Wilson (R) Dist. 23
Sen. James A. Lander (D) Dist. 18
Sen. W. Greg Ryberg (R) Dist. 24

May 19, 1993

Mr. B. J. Jones
Exe. Asst. State Highway Engineer
S.C. Dept. of Highways and Public Transportation
P. O. Box 191
Columbia, S.C. 29202



Dear Mr. Jones:

Enclosed please find the list of roads recommended under Fund Program for Lexington County for 1992-93.

Sincerely,

Signature: Joe Wilson
Caption: Joe. Wilson, Chm. Sen. Dist. 23

Signature: Larry L. Koon
Caption: Larry L. Koon, V. Chm. Rep. 87

Nikki G. Setzler, Sen. Dist. 26

Signature: C. Lenoir Sturkie
Caption: C. Lenoir Sturkie, Rep. Dist. 88

Signature: Greg Ryberg
Caption: Greg Ryberg, Sen. Dist. 24

Signature: David A. Wright
Caption: David A. Wright, Rep. Dist. 85

Signature: James A. Lander
Caption: James A. Lander, Sen. Dist. 18

Signature: John W. Riser
Caption: John W. Riser, Rep. Dist. 69

Signature: Elsie Rast Stuart
Caption: Elsie Rast Stuart, Rep. Dist. 96

Signature: Molly M. Spearman
Caption: Molly M. Spearman, Rep. Dist. 39

Signature: Margaret J. Gamble
Caption: Margaret J. Gamble, Rep. Dist. 89

ww

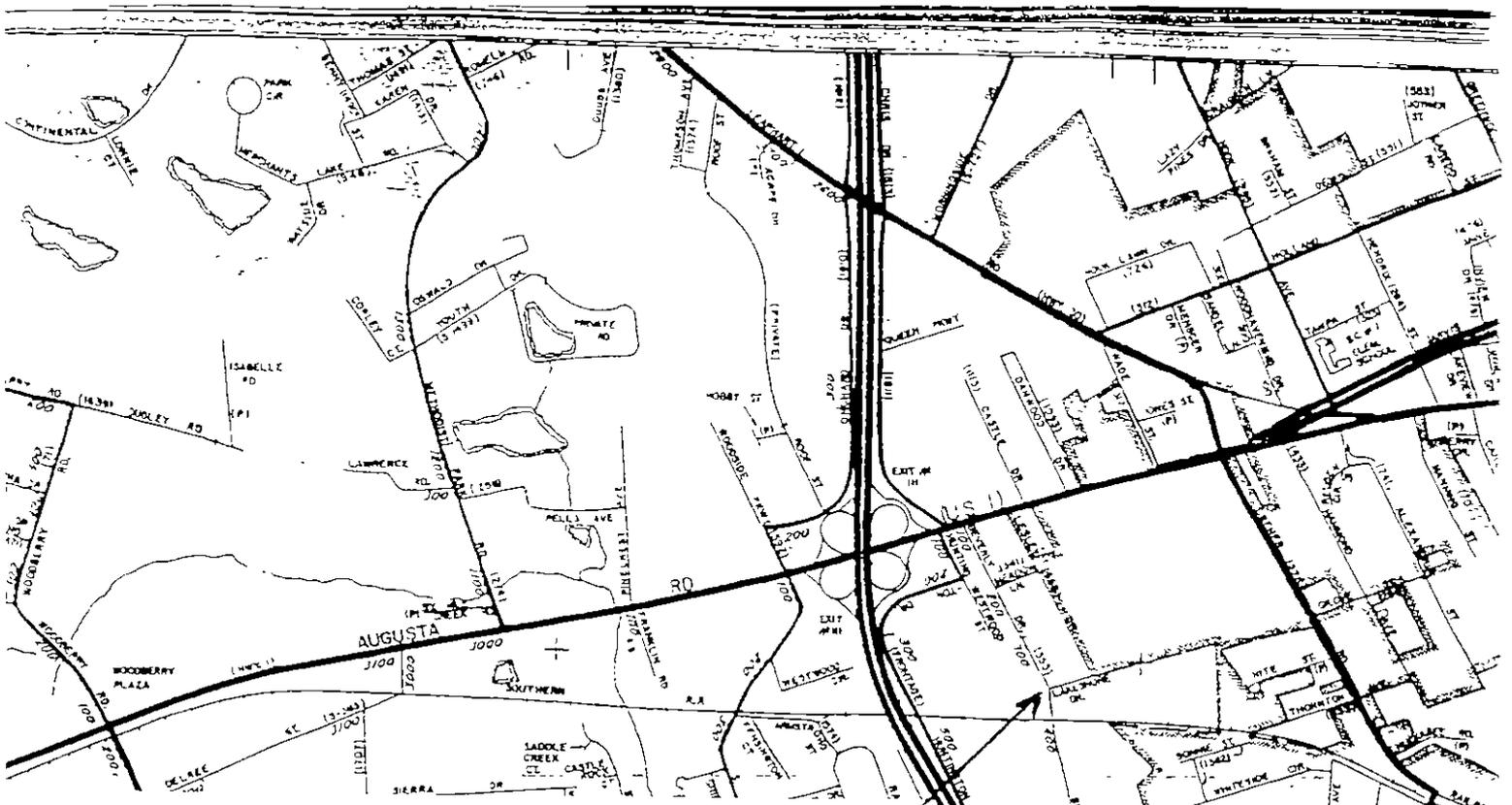
Enclosure: (2)

LEXINGTON COUNTY - 1992-93 "C" FUND ROAD LIST

Number	Name of Road	Old New		Miles	Location/Description	Est. Cost
		H/D				
1	Lydia Drive	86	96	.20	-Start at Hwy 178 to Hwy 302	\$42,000.00
2	Intersection of Bush River Rd (S-273) and Ashland Rd (S-946)	85	85		-Widening Bush River Rd at Ashland so that a signal light may be installed (\$18,000.00 to be taken from Rep. Riser's allocations).	\$50,000.00
3.	McCartha Road	69	87	1.22	-Continue at beginning of paved road to end at (S32-243) Nazareth Road	\$53,000.00 <u>+197,000</u>
4	Relocate Community Drive	87	87		-Relocate Community Drive (S-648) at Red Bank Baptist Church (Rocking Program)	\$20,000.00
5	Breezewood Road	89	89	435'	-Start at Oak St to Oak Lane	\$ 8,500.00
6	Quail Walk Trail	85	85	.69	Start at Old Lexington Hwy (83) to deadend at lake	\$110,000.00
7	Frank Street	69	87	.32	-Start at Old Barnwell Road (104) and end at Tarparlin Drive	\$55,000.00
8	Maiden Lane (S32-747) in Town of Lexington	87	87		-From South Lake Drive (Hwy 6) to South Church Street (91)	\$50,000.00
9	Sunset Drive, 1	88	88	.25	-Start at Ramblin Road (103) to Lady Street, South Congaree	\$55,000.00
10	Beverly Drive, 1	89	89	.51	-Start at Rainbow Drive to Lake shore Drive	\$90,000.00

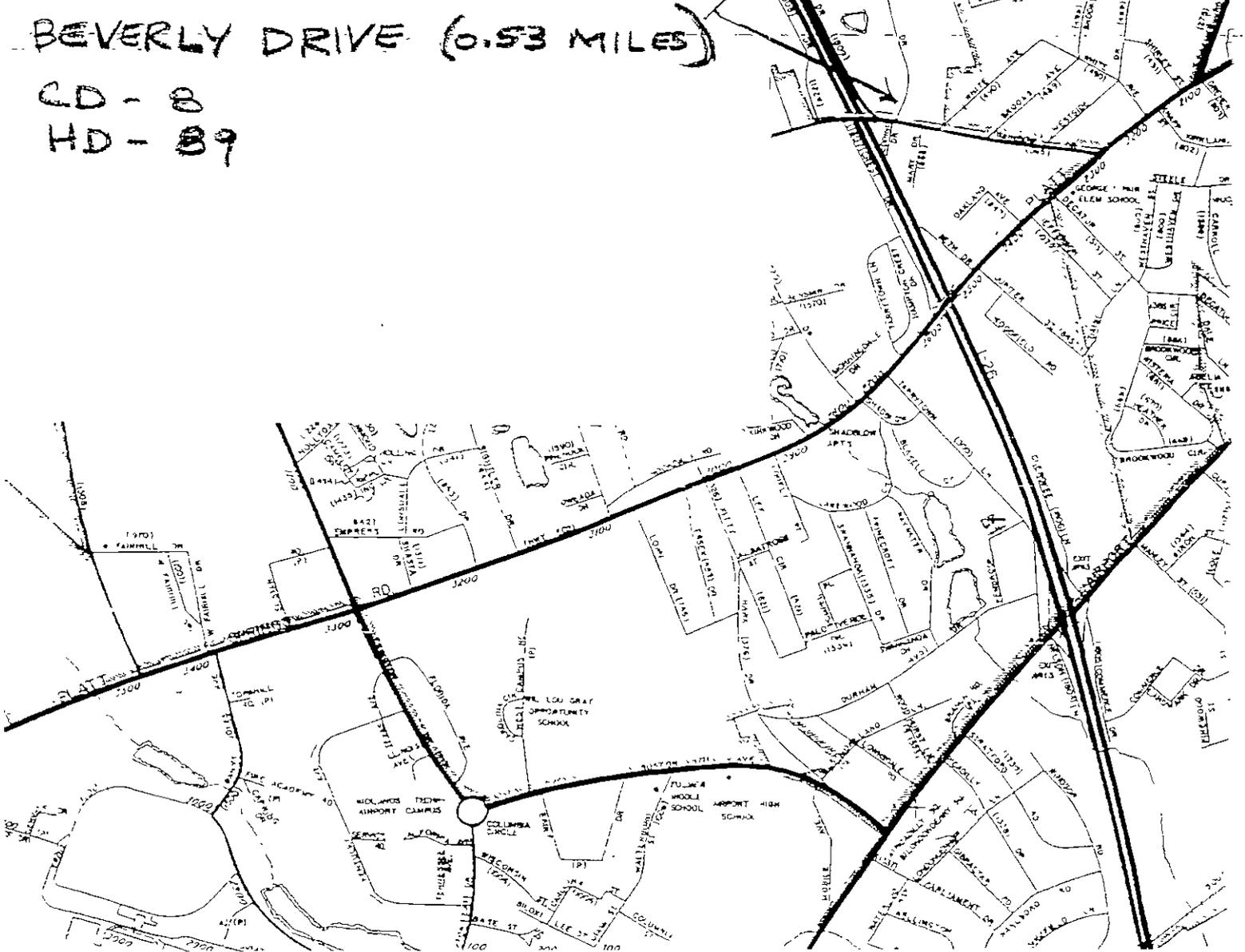
LEXINGTON COUNTY - 1992-93 "C" FUND ROAD LIST

Number	Name of Road	Old New		Miles	Location/Description	Est. Cost
		H/D				
11	Oswald Street (S-258) in Town of Lexington	87	87		Start at US 1 (Main Street) Town of Lexington to East Butler Street (Rocking Program	\$ 18,000.00
12	Lake Princeton Drive	88	88	.14	Start at Princeton Road (1287) to S.Chatueau Drive	\$ 40,000.00
13	Laketide Court	85	85	.09	Start at Laketide Drive to deadend	\$ 20,000.00
14	Webster Price Road	87	87	.24	From S-1728 to Cactus Road	\$ 44,000.00
15	Daniel Road (South Congaree)	88	88	.12	Start at Ramblin Road to Edmund Hwy (302)	\$ 25,000.00
TOTAL						\$680,500.00



BEVERLY DRIVE (0.53 MILES)

CD - 8
HD - 89





COUNTY OF LEXINGTON, SOUTH CAROLINA

COUNTY ADMINISTRATION BUILDING LEXINGTON, SOUTH CAROLINA 29072 (803) 359-8000

March 29, 1994

Mr. B. K. Jones
Executive Assistant
State Highway Engineer
P.O. Box 191
Columbia, S.C. 29202

REFERENCE: 1992-93 Delegation Request "C" Funds

Dear B.K.:

At the March 28, 1994 Lexington County Transportation Committee meeting the Committee unanimously approved twelve (12) of the fifteen (15) projects submitted to the S.C. Department of Transportation last year. The attached sheet reflects the action taken.

At this time the Committee requests three (3) of these projects be placed on hold for the following reasons:

PROJECT NO. 3 - McCartha Road - since the amount programmed is not enough to finish the entire road; the Committee will address programming the additional funds necessary to complete the project. A final decision should be made in April.

PROJECT NO. 4 - Relocate Community Drive - since this was requested as a rocking program project it cannot be considered until the law is changed, plus some controversy must be cleared up before any action is taken.

PROJECT NO. 11 - Oswald Street - also requested as rocking program project, cannot be addressed until law is changed.

Please proceed with the twelve (12) other projects requested.

Page 11 - 1992-93 Delegation Request "C" Fund Letter Continued:

The Director of Public Works, John Fechtel, will soon be sending you a list of roads, in priority and in accordance with our County-wide Transportation Plan, for evaluation as to projects costs. As these projects are evaluated please send him the appropriate information so that we can act on each one, in priority.

Thank you for your assistance in this matter and please feel free to discuss these matters with Mr. Fechtel.

Sincerely,



Bruce Rucker, Chairman
Lexington County Transportation Committee

cc: John Fechtel, Director PW

LEXINGTON COUNTY - TRANSPORTATION COMMITTEE
1992-93 RECOMMENDATIONS

Number	Name of Road	Miles	Location/Description	Est. Cost	Program		
					Y	N	H
1	Lydia Drive	.20	Start at Hwy 178 to Hwy 302	\$42,000.00	YES		
2	Intersection of Bush River Rd (S0273 and Ashland Rd (S-946)		Widening Bush River Rd at Ashland so that a signal light may be installed (18,000.00 to be taken from Rep. Riser's allocations).	\$50,000.00	YES		
3	McCartha Road	1.22	Continue at beginning of paved road to end (S32-243) Nazareth Road	250,000 177,000 \$53,000.00	YES		HD
4	Relocate Community Drive		Relocate Community Drive (S-648) at Red Bank Baptist Church (Rocking Program)	\$20,000.00			HD
5	Breezewood Road	435'	Start at Oak St to Oak Lane	\$8,500.00	YES		
6	Quail Walk Trail	.69	Start at Old Lexington Hwy (83) to dead end at lake	\$110,000.00	YES		
7	Frank Street	.32	Start at Old Barnwell Road (104) and end at Tarparlin Drive.	\$55,000.00	YES		
8	Maiden Lane (S32-747) in Town of Lexington		From South Lake Dr. (Hwy 6) to South Church St. (91)	\$50,000.00	YES		
9	Sunset Drive, 1	.25	Start at Ramblin Rd (103) to Lady Street, South Congaree	\$55,000.00	YES		
10	Beverly Drive, 1	.51	Start at Rainbow Drive to Lake Shore Drive	\$90,000.00	YES		
11	Oswald Street (S-258) in Town of Lexington		Start at US 1 (Main Street) Town of Lexington to East Bulter St (Rocking Program)	\$18,000.00			HD

LEXINGTON COUNTY - TRANSPORTATION COMMITTEE
1992-93 RECOMMENDATIONS

Number	Name of Road	Miles	Location/Description	Est. Cos	Program		
					Y	N	H
12	Lake Princeton Drive	.14	Start at Princeton Road (1287) to S. Chateau Drive	\$40,000.00	YES		
13	Laketide Court	.09	Start at Laketide Drive to to deadend	\$20,000.00	YES		
14	Webster Price Road	.24	From S-1728 to Cactus Road	\$44,000.00	YES		
15	Daniel Road (South Congaree)	.12	Start at Ramblin Road to Edmund Hwy. (302)	\$25,000.00	YES		
				<u>\$786,500</u>			



County of Lexington

County Administrator
212 South Lake Drive
Lexington, South Carolina 29072-3437
Telephone (803) 359-8100
FAX (803) 359-0023

January 6, 1997

Mr. Bruce Brigman
S.C.D.O.T.
P.O. Box 191
Columbia SC 29201

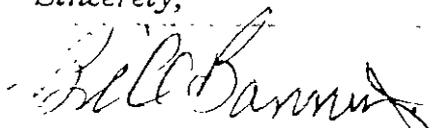
Reference: Beverly Drive

The Lexington County Transportation Committee has voted to drop Beverly Drive from the active project list. This project was in the last Legislative Delegation's list and was also voted by them to drop.

We will be placing this project back on our priority ranking list and may need to revisit it at some time in the future.

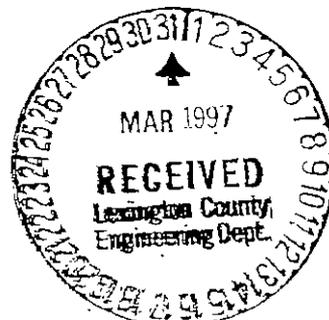
If there are any further questions please call John Fechtel at 359-8201.

Sincerely,


Bill Banning, Chairman
Lexington County Council

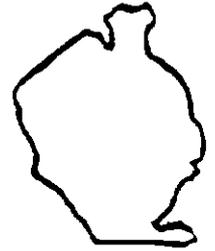
BB/bs

cc: John Fechtel, Director Public Works





COUNTY OF LEXINGTON
PUBLIC WORKS DEPARTMENT
ENGINEERING



MEMORANDUM

DATE: August 1, 2000
TO: Art Brooks, County Administrator
FROM: John J. Fechtel, Director of Public Works 
RE: Prior Commitment – “C” Fund Project

Attached is a request from the Town of Springdale for reconsideration of paving Beverly Drive. Beverly Drive was one of the 13 projects that was a carry-over from the last Legislative Delegation request that was approved by the Lexington County Transportation Committee (CTC). Project plans were developed by SCDOT but the project was dropped after 1) one right-of-way problem, and 2) railroad requirement of crossing arms estimated at \$90,000.00.

Although there still may be a right-of-way problem, approximately 90% of the road can be paved. The right-of-way problem is near the railroad crossing and if we do not pave within the railroad right-of-way, I do not think this would be an issue.

I recommend we honor Springdale's request and authorize SCDOT to proceed with obtaining right-of-way and pave as much of Beverly Drive as possible, if not all. The estimated cost to complete is \$100,000 00

JJE/sd
Att.

Mayor
Pat G. Smith

Mayor Pro-Tem
Gus Manos

Administrator
Ross I. Beebe

South Carolina

SPRINGDALE

MISSION

To provide, protect and cultivate services which steer economic development and assure a higher quality of life for the citizens of Springdale and the surrounding community.

Council

Kenneth H. Clubb
Steve O. Hallman
J. Tommy Hook
Nancy Sox Peters
J. Kevin Reeley

June 5, 2000

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

Dear John:

For sometime, the Town of Springdale has been interested in the surfacing of Beverly Drive. Beverly Drive has excellent development potential for a quality subdivision, especially with existing sewer service.

As you are aware, Beverly Drive was previously scheduled for surfacing but was removed from consideration because of some right-of-way problems. I believe that the right-of-way issue can be resolved and that the surfacing can proceed. The legislative delegation had previously requested the surfacing and consideration was withdrawn because of the right-of-way complication.

Therefore, by way of this letter, I am requesting that County Council reconsider the paving of Beverly Drive. Should County Council favorably revisit this request and in the event the right-of-way issue cannot be resolved, as much of Beverly Drive as possible needs to be surfaced.

Please call me should there be any questions.

Sincerely,



Pat G. Smith
Mayor



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COUNTY OF LEXINGTON, SOUTH CAROLINA

ORDINANCE 05-02B

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 \$2,000,000.00 (Two Million and No/100 Dollars) from the County General Fund balance to specific accounts for certain building and space needs for the relocation and additions to the libraries.

Enacted this _____ day of _____, 2005

M. Todd Cullum, Chairman

ATTEST:

Diana W. Burnett, Clerk

First Reading:

Second Reading:

Public Hearing:

Third & Final Reading:

Filed w/Clerk of Court:



COUNTY OF LEXINGTON, SOUTH CAROLINA

RESOLUTION

THE COUNCIL FOR THE COUNTY OF LEXINGTON, SOUTH CAROLINA,
MEETING IN GENERAL SESSION THE 11TH DAY OF OCTOBER, TWO
THOUSAND AND FIVE ADOPTED THE FOLLOWING:

WHEREAS, Angela Viney was honored as an recipient of the Evelyn Chace Award given by the National Audubon Society on October 8, 2005; and

WHEREAS, the criteria for the Evelyn Chace Award is to recognize outstanding women for their contributions to the protection and conservation of South Carolina’s wildlife and natural areas; and

WHEREAS, Angela was recognized in 2000 by the National Wildlife Federation with its Charlie Shaw Conservation Partnership Award; and

WHEREAS, Ms. Viney is the Executive Director of the South Carolina Wildlife Federation, who works tirelessly to protect the state’s wildlife habitat, the rights of the hunting and fishing communities, and natural areas; and

WHEREAS, Angela is active both professionally and as a leader in the community. She is President of the Lexington Rotary Club, an active member of Friends of the Lexington County Museum, and volunteers with the Central South Carolina Chapter of the American Red Cross. She is a past member of the Advisory Committee to the Town of Lexington.

NOW, THEREFORE, BE IT RESOLVED that it is only fitting that we, the members of Lexington County Council, offer our congratulations to ANGELA VINEY for receiving the Evelyn Chace Award.

M. Todd Cullum, Chairman

Joseph W. “Joe” Owens, V Chairman

William C. “Billy” Derrick

George H. “Smokey” Davis

Debra B. Summers

Bobby C. Keisler

Johnny W. Joffe

John W. Carrico, Jr.



COUNTY OF LEXINGTON, SOUTH CAROLINA

RESOLUTION

THE COUNCIL FOR THE COUNTY OF LEXINGTON, SOUTH CAROLINA,
MEETING IN GENERAL SESSION THE 11TH DAY OF OCTOBER, TWO
THOUSAND AND FIVE ADOPTED THE FOLLOWING:

WHEREAS, Guerry K. Taylor served with honor on the Lexington County Library Board since July 1999; and

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

WHEREAS, during Guerry's tenure on the Library Board, he served on the Finance Committee, using his expertise as an accountant to help ensure that the Library's budget was properly prepared and expended; and

WHEREAS, Mr. Taylor was actively involved in the Friends of the Lexington Main Library, whose support has been important to the growth of the Library; and

WHEREAS, Mr. Taylor understood the important role the public library plays in the community and always promoted the Library to the citizens of the County; and

WHEREAS, Mr. Taylor's knowledge, support, and quiet and thoughtful manner will be greatly missed by the Library.

NOW, THEREFORE, BE IT RESOLVED that we, the members of Lexington County Council, offer our deepest sympathy to the family and friends of **GUERRY K. TAYLOR**.

BE IT FURTHER RESOLVED that we share in the loss of Guerry who devoted countless hours to the Lexington County Library Board, the County and the citizens of the Lexington County

M. Todd Cullum, Chairman

Joseph W. "Joe" Owens, V Chairman

William C. "Billy" Derrick

George H. "Smokey" Davis

Debra B. Summers

Bobby C. Keisler

Johnny W. Jeffcoat

John W. Carrigg, Jr.



COUNTY OF LEXINGTON, SOUTH CAROLINA

R E S O L U T I O N

**THE COUNCIL FOR THE COUNTY OF LEXINGTON, SOUTH CAROLINA,
MEETING IN GENERAL SESSION THE 11TH DAY OF OCTOBER, TWO
THOUSAND AND FIVE ADOPTED THE FOLLOWING:**

WHEREAS, Lexington County is home to almost 24,000 veterans who have served throughout the world in the forces of the United States, the Reserves and the National Guard; and

WHEREAS, May 8, 1945 is recognized as Victory in Europe (VE) Day and August 15, 1945 is recognized as Victory over Japan (VJ) Day; and

WHEREAS, May 7, 1975 is recognized as the end of the United States involvement in the Vietnam War; and

WHEREAS, many young men and women of Lexington County served their country during World War II and the Vietnam War; and

WHEREAS, seventy-six (76) men of Lexington County gave their lives during World War II and thirty-two (32) paid the ultimate sacrifice in the Vietnam War; and

WHEREAS, the citizens of Lexington County are gathering on November 13, 2005 at White Knoll High School to honor those veterans, living and dead, of Lexington County who served at great personal sacrifice to themselves and their families during the periods of World War II and Vietnam.

NOW, THEREFORE, BE IT RESOLVED that we, the members of Lexington County Council, do express our sincere and heartfelt appreciation to these men and women as we commemorate their selfless and dedicated sacrifice and service to Lexington County, the State of South Carolina, and the United States of America.

M. Todd Cullum, Chairman

Joseph W. "Joe" Owens, V Chairman

William C. "Billy" Derrick

George H. "Smokey" Davis

Debra B. Summers

Bobby C. Keisler

Johnny W. Jeffcoat

John W. Carrigg, Jr.

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

October 11, 2005

JIM KINARD

Library Board - D. Joanne Clark - Term expired 9/26/05 - Eligible for reappointment
Museum Commission - Glenna Lou Craft (Resigned) - Term expires 11/01/05

SMOKEY DAVIS

Library Board - Vacant - Term expires 9/26/07

DEBBIE SUMMERS

Museum Commission - Miley Hall Rhodes - Term expires 11/01/05 - Eligible for reappointment
Board of Zoning Appeals - M. Clark Surratt - Term expires 12/31/05 - Eligible for reappointment

BOBBY KEISLER

Children's Shelter - Mary L. Miller - Term expired 6/30/05 - Not eligible for reappointment

JOHNNY JEFFCOAT

Children's Shelter - Christine B. Westbrook - Term expired 6/30/05 - Eligible for reappointment
Museum Commission - Sandra Burdett - Term expires 11/01/05 - Not eligible for reappointment

JOHN CARRIGG

Children's Shelter - Vacant - Term expired 6/30/01
Museum Commission - Margaret Strawhorn (Resigned) - Term expires 11/01/06
Board of Zoning Appeals - Malcolm D. Dennis - Term expires 12/31/05 - Not eligible for reappointment

JOE OWENS

Accommodations Tax Board - Vacant - Term expires 12/31/06
Assessment Appeals Board - Paige Hicks - Term expired 9/21/05 - Eligible for reappointment

TODD CULLUM

Assessment Appeals Board - Bill Power - Term expired 9/21/04 - Eligible for reappointment
Children's Shelter - Vacant - Term expired 6/30/03
Board of Zoning Appeals - Marvin Stanley Smith - Term expires 12/31/05 - Not eligible for reappointment

AIKEN/BARNWELLCOUNTIES COMMUNITY ACTION COMMISSION, INC.

Juanice Aaron - Term expires 12/31/05 - Eligible for reappointment

BUILDING CODE BOARD OF APPEALS

Building - E. D. Sturkie - Term expired 8/13/04 - Not eligible for reappointment

Plumbing - Perry Kimball - Term expired 8/13/03 - Not eligible fo reappointment

REGIONAL TRANSIT AUTHORITY

At-Large Appointment (no term limit)

Andrew R. Gambrell (Resigned)

Lowell C. Spires, Jr.

LEXINGTON/RICHLAND ALCOHOL & DRUG ABUSE COUNCIL

Heidi Lewis Shull - Term expires 12/31/05 - Eligible for reappointment

Lynn L. Dooley - Term expires 12/31/05 - Eligible for reappointment

MIDLANDS WORKFORCE DEVELOPMENT BOARD

Labor - John Allen or Jessie Weaver

Education - (Perkins Vocational Education) - Gene Rountree

(Adult Education) - Vicky Home or Myles Newman

Department of Social Services - Richelynn Douglas or William Walker

Community-Based Organization - Kathy Olsen or Jarrell Smith

Private Sector - Chevis (Chet) Ballentine, Tommy Mathias, Kama Staton, George Whittier,
Debbie Cannon, Frank Price



MIDLANDS WORKFORCE DEVELOPMENT BOARD

Working Together for Tomorrow's Workforce

Dot,

Attached are the applications for consideration to the Midlands Workforce Development Board. Where possible, we have solicited more than one nomination to give Council members a choice in selecting appointees. We are still working on nominations for the one seat and will forward that to you as soon as we have it. The seat summary is as follows:

- Labor
 - John Allen or Jesse Weaver

- Education
 - Perkins Vocational Education – Gene Rountree (reappointment)
 - Adult Education – Vicky Horne or Myles Newman

- Department of Social Services
 - Richelynn Douglas or William Walker

- Community-Based Organization
 - Kathy Olsen or Jarrell Smith

- Private Sector (4Seats)
 - Chet Ballentine (reappoint)
 - Tommy Mathias (reappoint)
 - Kama Staton
 - George Whittier
 - Debbie Cannon
 - Frank Price

If you have any questions, please don't hesitate to call me at (803) 744-1670 ext 101. Thank you for all of your assistance with this matter.

Sincerely,

A handwritten signature in cursive script that reads "Bonnie Austin".

Bonnie Austin, Director
Midlands Workforce Development Board

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

Name of Board/Commission: Midlands Workforce Development Board

Nominee: John Allen

Address: 212 Transom Court Gaston, SC 29053

Employed by: American Federal Govt Employees, Local 1915

Address: PO Box 9223 Columbia, SC 29209

Home Telephone: (803) 791-7003 **Business Telephone:** (803) 776-4000 ext 623

Mobile Phone: _____ **Beeper Number:** _____

Fax Number: (803) 776-8252

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

Background information (include education, community- service activities, previous service county boards/commissions):

I have a Master's degree in Management, BS in Recreational Therapy, CTRS, MA. I work as a Recreational Therapist in Mental Health. I have more than 20 years with Federal Government. I attend New Hope Worship Center in Gaston where I am a member and on the Deacon Board. I coach soccer, softball, and baseball with my sons and on a AFGE sponsored team. I have served as Chaplain, Assistant Safety Officer, State Legislative Chairman and also with 5th District including 5 states. I serve on several hospital-wide (Dorn VA) committees including Chairman for hospital wellness, FOC, safety, psychiatric services, and PMDB committee. I also teach PMDB to employ and conduct groups for patients.

Submitted by: _____

Date: _____

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

Name of Board/Commission: Midlands Workforce Development Board

Nominee: Jesse Weaver

Address: 137 High Knoll Court, Gilbert, SC 29054

Employed by: BellSouth

Address: 310 Clark Street, Chapin, SC 29036

Home Telephone: 803-237-8550 **Business Telephone:** 803-319-4061

Mobile Phone: _____ **Beeper Number:** _____

Fax Number: _____

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

Yes

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

US Navy, BellSouth employee for over 30 years, Communications Workers of America Local 3706 Legislative Chair 1996-, S.C. AFL-CIO Vice President 2001-

Submitted by: _____

Date: _____

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

Name of Board/Commission: Midlands Workforce Development Board

Nominee: A. Eugene Rountree

Address: 460 Barr Road Lexington SC 29072

Employed by: Food Service, Inc. – Owner

Address: 273 Riverchase Way Lexington SC 29072

Home Telephone: (803) 359-5081 **Business Telephone:** (803) 791-4520

Mobile Phone: (803) 348-0707 **Beeper Number:** _____

Fax Number: (803) 739-0215

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

Background information (include education, community- service activities, previous service county boards/commissions):

Commissioner – Midlands Technical College

Greater Columbia Chamber of Commerce Board of Directors & Executive Committee

Committee of 100 Board of Directors

Midlands Education & Business Alliance

Central Carolina Economic Development Alliance

Education Improvement Council, President of the PTA

USC Capital Campaign – Steering Committee

Lexington Chamber of Commerce President (1989-1990) & Board of Directors (1986-1990)

Lexington Baptist Church Board of Deacons & Sunday School Teacher

Submitted by: _____

Date: _____

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

Name of Board/Commission: Midlands Workforce Development Board

Nominee: Vicky Graham Horne

Address: 112 Water View Drive
Columbia, S.C. 29212

Employed by: School District Five of Lexington and Richland Counties

Address: 1020 Dutch Fork Rd. P.O. Box 938
Ballentine, S.C. 29002

Home Telephone: (803) 781-0164 **Business Telephone:** (803) 732-8100

Mobile Phone: (803) 360-2471 **Beeper Number:** none

Fax Number: (803) 732-8573

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

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

Position: District Director of Adult and Community Education

Education: M.A. and B.A. Degree in Education from USC
Certification in Secondary Administration

Community Service Activities: Served as club sponsor and service coordinator for various clubs at the middle school level in which thousands of dollars were raised for various organizations such as Sister Care, Ronald McDonald House, and Oliver Gospel Mission.

Awards: Teacher of the Year for CrossRoads Middle School and School District Five, Runner-up for Teacher of the Year for S.C., National Board Certification, elected member of the State Teacher Forum

Submitted by: _____

Date: _____

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

Name of Board/Commission: Midlands Workforce Development Board

Nominee: Myles Newman

Address: 309 Peach Cider Court, Gilbert SC 29054

Employed by: Lexington School District One

Address: 2421 Augusta Highway Lexington, SC 29072

Home Telephone: (803) 892-5856 **Business Telephone:** (803) 359-4031

Mobile Phone: (803) 609-4326 **Beeper Number:** _____

Fax Number: (803) 808-4646

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

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

B.A. University of South Carolina

M. A. Georgia Southern University

ICAP (Immigrant Community Access Point) Board

Youth Baseball

Midlands Literacy Initiative Board (United Way)

Submitted by: _____

Date: _____

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

Name of Board/Commission: Midlands Workforce Development Board

Nominee: Richelynn Douglas

Address: 129 Cobblestone Court Chapin, SC 29036

Employed by: South Carolina Department of Social Services

Address: Post Office Box 1520 Columbia, SC 29202

Home Telephone: (803) 932-0687 **Business Telephone:** (803) 898-7417

Mobile Phone: (920) 9430 **Beeper Number:** _____

Fax Number: _____

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

Background information (include education, community- service activities, previous service county boards/commissions):

Education: BS Degree in Sociology, Certified Licensed Social Worker and Certified Rehabilitation Counselor

Work Experience: more than 15 years of experience as Director or Administrator of Social Services Programs including State and County level

Community-Service activities: Richland County First Steps, United Way volunteer, Midlands Workforce Development Board & Youth Council, Columbia Business and Professional Women's Association, Columbia League of Women Voters, Gamma Nu Chapter of the Alpha Kappa Alpha Sorority

Submitted by: _____

Date: _____

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

Name of Board/Commission: Midlands Workforce Development Board

Nominee: William E. Walker

Address: 226 Shuler Road Columbia, SC 29212

Employed by: Lexington County Department of Social Services

Address: 541 Gibson Road Lexington SC 29072

Home Telephone: (803) 781-5124 **Business Telephone:** (803) 785-2921

Mobile Phone: (803) 920-1920 **Beeper Number:** (800) 202-9288

Fax Number: (803) 785-7438

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

Background information (include education, community- service activities, previous service county boards/commissions):

Newberry College - BA

University of South Carolina - MPA

Previous service on county boards/commissions:

Rotary Club of Lexington

Lexington Chamber of Commerce

Lexington Health Partners

Midlands Workforce Development Board

Submitted by: _____

Date: _____

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

Name of Board/Commission: Midlands Workforce Development Board

Nominee: Kathy Olson

Address: 200 East Passage Columbia, SC 29212

Employed by: United Way of the Midlands

Address: 1800 Main Street Columbia, SC 29201

Home Telephone: (803) 732-8901 **Business Telephone:** (803) 733-5412

Mobile Phone: _____ **Beeper Number:** _____

Fax Number: (803) 779-7803

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

Background information (include education, community- service activities, previous service on co boards/commissions):

Formal Ed - BS, majors in Audiology/Speech Pathology and Psychology; Certification in Family Literacy Implementation & Training, Outcome Measurement Training, Six Sigma Yellow Belt Training (Honeywell)

Community Service – E-Mentoring Middle School Project (03); Destination ImagiNation Competition App (03); Women In Philanthropy (03-05); Adult Literacy Tutor; Boards - SC State Advisory & Planning Board Adult Literacy and Education; WIA Youth Board; Planning Committees for Title I & II for 1998 WIA; SC Family Literacy Consortium; Midlands Education and Business Alliance

Submitted by: _____

Date: _____

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

Name of Board/Commission: _____ Midlands Workforce Development Board _____

Nominee: _____ Jarrell M. Smith, Ph.D. _____

Address: _____ 108 Bent Needle Court Lexington SC 29072 _____

Employed by: _____ Nancy K. Perry Children's Shelter _____

Address: _____ Post Office Box 344 Lexington, SC 29071 _____

Home Telephone: _____ (803) 356-4131 _____ **Business Telephone:** _____ (803) 359-8595 _____

Mobile Phone: _____ (803) 466-8847 _____ **Beeper Number:** _____

Fax Number: _____ (803) 359-8518 _____

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

Background information (include education, community- service activities, previous service county boards/commissions):

Education: Ph.D. University of South Carolina; MA Ball State University; BA Georgia South
University

Employment: 12 years DJJ as a psychologist, Chief Psychologist and Asst Commissioner
Treatment. Professor of psychology & sociology. Presently employed as
Executive Director at NKP Children's Shelter.

Community-Service activities: member of Saxa Gotha Presbyterian Church, active in
scouting serve as Scoutmaster for Troop 307.

Submitted by: _____

Date: _____

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

Name of Board/Commission: _____ Midlands Workforce Development Board _____

Nominee: _____ Chevis (Chet) F. Ballentine, Jr. _____

Address: _____ 521 Carriage Lake Drive Lexington, SC 29072 _____

Employed by: _____ Curves Fitness, Owner _____

Address: _____ 521 Carriage Lake Drive Lexington, SC 29072 _____

Home Telephone: _____ (803) 356-0155 _____ **Business Telephone:** _____

Mobile Phone: _____ (803) 413-4946 _____ **Beeper Number:** _____

Fax Number: _____ (803) 359-6938 _____

Is nominee aware of board/commission activities and responsibilities: _____ yes. As a _____
_____ member since 2000 and current Board Chairman. _____

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

_____ Irmo High School; BS Clemson University; MBA University of South Carolina _____

_____ Carriage Hill Lakes Homeowners Association Board member _____

_____ St. Andrews Lutheran Church Council Member _____

_____ Boy Scouts of America - Troop Leader _____

_____ Midlands Workforce Development Board member for 5 years _____

Submitted by: _____

Date: _____

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

Name of Board/Commission: Midlands Workforce Development Board

Nominee: Thomas T. Mathias

Address: 4745 Augusta Road Lexington, SC 29072

Employed by: Pine Crest Marine – Owner

Address: 4745 Augusta Road Lexington, SC 29072

Home Telephone: (803) 894-4641 **Business Telephone:** (803) 356-3811

Mobile Phone: _____ **Beeper Number:** _____

Fax Number: (803) 356-0017

Is nominee aware of board/commission activities and responsibilities: yes. Member of Midlands Workforce Development Board since 2000.

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

Lexington High School

University of South Carolina – Associate degree

St. Stephens Lutheran Church

Affiliated with: Lexington Little League, Chamber of Commerce, Better Business Bureau,

South Carolina Waterfowl, Ducks Unlimited, Wild Turkey Federation,

Wildlife Federation, B.A.S.S, Lexington Chorus, Gilbert Band, Lexington

Booster Club

Submitted by: _____

Date: _____

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

Name of Board/Commission: Midlands Workforce Development Board

Nominee: Kama Staton

Address: 1117 Lake Shire Drive West Columbia, SC 29170

Employed by: Lexington Medical Center

Address: 2720 Sunset Boulevard West Columbia, SC 29169

Home Telephone: _____ **Business Telephone:** 803-936-4104

Mobile Phone: 803-609-5255 **Beeper Number:** n/a

Fax Number: 803-936-7898

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

Background information (include education, community- service activities, previous service county boards/commissions):

BA Degree in Sociology/ Concentration: Human Relations/ Services and Management from University of South Carolina

Member of Midlands Education and Business Alliance, Chair Health Science Alliance

Member of Midlands Education and Business Alliance Board of Directors

Member of All-Health Advisory Team

Member of Lexington Chamber of Commerce, Education Subcommittee

Member of Midlands Speakers Bureau

Member of American Legion Auxiliary

Delta Gamma Sorority

Who's Who Among Supervisors and Associations

Field Study Reviewer for Health Science Curriculum for State Dept of Education

Submitted by: _____

Date: _____

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

Name of Board/Commission: Midlands Workforce Development Board

Nominee: George F Whittier

Address: 106 Misty Oaks Place, Lexington, SC, 29072

Employed by: Garlock Helicoflex

Address: 2770 The Boulevard, Columbia, SC 29209

Home Telephone: 803-808-0115 **Business Telephone:** 803-695-3534

Mobile Phone: 803-315-6210 **Beeper Number:** n/a

Fax Number: 803-783-2335

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

Background information (include education, community- service activities, previous service county boards/commissions):

BS Mechanical Engineering from University of Cincinnati

"At-large" board member of neighborhood homeowners association (River Oaks)

Submitted by: George Whittier

Date: July 11, 2005

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

Name of Board/Commission: Midlands Workforce Development Board

Nominee: Deborah L. (Debbie) Cannon

Address: PO Box 191, Pelion, SC 29123

Employed by: CoMar Products, Inc.

Address: 1759 Airport Boulevard Cayce, SC 29033

Home Telephone: 803-894-3943 **Business Telephone:** 803-794-4229

Mobile Phone: 803-609-4985 **Beeper Number:** _____

Fax Number: 803-794-4243

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

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

I graduated from Pelion High School (75), Florida College (77). I am active in church activities, the Pelion Community Club, the SC Peanut Party Festival Committee and other local events. I have been married to Dan Cannon since 1975. We have 3 daughters, 2 sons-in-law and 4 grandchildren. My husband, Dan, is a commissioner with Lex. Co. Aging and Recreation and my father (Harvey Wise, Sr.) served on the Lexington County Council. Although I was not on the boards mentioned, I have been involved with both my dad and my husband as they served in their respective offices. I have just finished serving as the National President of the ICPA (the International Cast Polymer Alliance - a trade association for cultured marble companies) and am beginning a term on the board of the ACMA - the parent association of the ICPA. In my spare time, I serve as the President of CoMar Products Inc. - a family owned manufacturing business in the Pelion area. We are currently celebrating our 40th year in business.

Submitted by: Deborah L. Cannon

Date: 7/21/05

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

Name of Board/Commission: Midlands Workforce Development Board

Nominee: Frank M. Price

Address: 7421 Broad River Road Columbia, SC 29210

Employed by: Frank Price Company

Address: 7421 Broad River Road Columbia, SC 29210

Home Telephone: _____ **Business Telephone:** (803) 732-1150

Mobile Phone: (803) 260-3362 **Beeper Number:** _____

Fax Number: (803) 732-4591

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

Background information (include education, community- service activities, previous service county boards/commissions):

Member and Volunteer:

Sertoma Club,

Irmo Chamber of Commerce,

Greater Columbia Chamber of Commerce

Lexington Chamber of Commerce

Submitted by: _____

Date: _____

COUNTY OF LEXINGTON

Procurement Services

MEMORANDUM

(O) 785-8319

(F) 785-2240

DATE: September 30, 2005

TO: Art Brooks
County Administrator

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

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

SUBJECT: **Function Three / Four Computer Hardware and Monitor Purchase - Information Services**

We received a purchase request and recommendation from Jim Schafer, Director of Information Services, for the purchase of six (6) Dell computers and seven (7) monitors. The Dell computers will be purchased directly from the manufacturer (Dell Computer) through the South Carolina State Contract #05-S6656-A11104. Quotations were solicited from qualified vendors for the purchase of seven (7) monitors. We received three (3) quotes (see attached bid tab). It is our recommendation to purchase the monitors from Software House International as being the lowest responsible bidder.

The Information Services Department is requesting replacement equipment for four (4) County departments. This equipment will provide newer technology and improve productivity. Jim Schafer, Director of Information Services, has reviewed and recommended the requested equipment for replacement.

The cost of the Dell computers is \$6,287.81 including applicable sales tax and the cost of the monitors is \$1,253.08 including applicable sales tax, for a grand total of \$7,540.89.

Funds are appropriated in the following accounts:

#1000-101600-5A6012 - Planning & GIS, (1) Computer, (1) Monitor	\$1,090.54
#1000-101600-5A6013 - Planning & GIS, (1) Computer, (1) Monitor	\$2,132.52
#1000-102100-5A6028 - Information Services, (1) Computer, (1) Monitor	\$1,090.54
#1000-131200-5A6054 - Animal Control, (1) Computer, (1) Monitor	\$ 892.25
#2410-141100-5A6189 - Clerk of Court/Title IV-D, (1) Computer	\$ 936.59
#2410-141100-5A6190 - Clerk of Court/Title IV-D, (2) Monitors	\$ 307.91
#2600-141100-5A6206 - Clerk of Court, (1) Computer	\$ 936.59
#2600-141100-5A6207 - Clerk of Court, (1) Monitor	\$ 153.95

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 October 11, 2005

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

COUNTY OF LEXINGTON

BID TABULATION SHEET

DATE: September 30, 2005

FUNCTION THREE/FOUR COMPUTER HARDWARE AND MONITOR PURCHASE

BIDDER	1 EACH 17" Monitor	5 EACH 19" Monitors	1 EACH 21" Monitor	Shipping	Taxes	Total
Software House International	\$99.43	\$726.20	\$356.52	Included	\$70.93	\$1,253.08
Southern Computer Warehouse	\$99.79	\$736.00	\$362.17	Included	\$71.88	\$1,269.84
Florida Micro	\$101.26	\$741.50	\$366.13	Included	\$72.53	\$1,281.42

September 30, 2005



Donna J. Harris, CPPB
Procurement Officer

COUNTY OF LEXINGTON

Procurement Services

MEMORANDUM

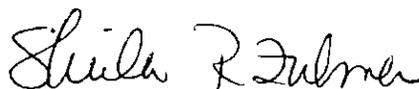
(O) 785-8319

(F) 785-2240

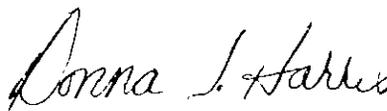
DATE: September 30, 2005

TO: Art Brooks
County Administrator

FROM: Sheila R. Fulmer, CPPB
Procurement Manager



THROUGH: Donna J. Harris, CPPB
Procurement Officer



SUBJECT: T-1 Router Replacement - Information Services

We received a purchase request and recommendation from Jim Schafer, Director of Information Services, for the purchase of one (1) Cisco T-1 router replacement. Research has shown that the existing T-1 circuit is periodically maxing out due to the amount of traffic on it. This causes occasional failure of all or part of the particular online tax payment transactions and a lockup of transactions between Voter Registration and the State Election Commission mainframe computer. As a result of these problems, Council has approved upgrading our T-1 to a 3MB service, which will nearly double our bandwidth to the Internet. This will require the acquisition and installation of a new router to support the upgraded connection.

The router will be purchased through A-3 Communications under the South Carolina State Contract #04-S6261-A10258. The installation will be provided by South Carolina Budget and Control Board as an intergovernmental agreement through service agreement #08-05-001-LC.

The cost of the Cisco router is \$4,937.48 including applicable sales tax and the cost of the installation is \$260.00 including applicable sales tax, for a grand total of \$5,197.48.

Funds are appropriated in the following account:

#1000-102100-5A6270 - Information Services, (1) T-1 Router Replacement \$5,197.48

I concur with the above recommendation and further recommend that this purchase be placed on County Council's agenda for their next scheduled meeting on October 11, 2005.

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

COUNTY OF LEXINGTON

Procurement Services

MEMORANDUM

(O) 785-8319

(F) 785-2240

DATE: September 30, 2005

TO: Art Brooks
County Administrator

THROUGH: Sheila R. Fulmer, CPPB
Procurement Manager 

FROM: Donna J. Harris, CPPB
Procurement Officer 

SUBJECT: **Restoration and Reconstruction of the Leaphart/Harman House - Re-bid 2
Museum
BID NO. B06009-09/14/05H**

Invitations for bids were advertised and solicited from qualified contractors for the Restoration and Reconstruction of the Leaphart/Harman House - Re-bid 2 for the Lexington County Museum. This 1800 house, which was relocated to the museum grounds in 2004, has received statewide recognition for its architectural and historical importance. It retains much of its original hardware, interior woodwork and unique exterior decorations. This restoration will add a very important feature to the museum site and will be used to showcase more of the museum's late 18th and early 19th Century furniture, textiles and pottery to the public. We received one (1) no bid and three (3) bids (see attached bid tab).

Bids were evaluated by Horace Harmon, Museum Director and Donna J. Harris, Procurement Officer. It is our recommendation to award this contract to Cannon Associates, Incorporated as being the lowest responsive bidder. The total amount of this project is \$145,155.00 including applicable sales tax. Funds of \$77,500.00 are available immediately for this project. The Friends of the Lexington County Museum have additional funds at their disposal allocated for this project. They will vote on how much to contribute at their monthly meeting on October 17, 2005.

It is our recommendation to proceed with this project for items #1, #2, #3, #4, #5, #6, #8, #10 and #13 (see attached bid tab and recommendation) for a total cost of \$77,341.00 including applicable sales tax. With completion of this project contingent upon additional funding being allocated by The Friends of the Lexington County Museum. The nine (9) items requested to proceed with the restoration and reconstruction of this project will help deter additional damage to the structure.

Funds of \$77,500.00 are appropriated in account: 2140-999900-534093 - Leaphart/Harman House Restoration

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 October 11, 2005

Attachments

copy. Larry Porth, Director of Finance / Assistant County Administrator
Horace Harmon, Museum Director

COUNTY OF LEXINGTON

BID TABULATION SHEET

BID: B06009-09/14/05H

DATE: September 30, 2005

RESTORATION AND RECONSTRUCTION OF THE LEAPHART/HARMAN HOUSE - RE-BID 2

Item	Description	Cannon Associates Incorporated	Preferred Construction Company Incorporated	Monteray Construction Company Incorporated
1	Foundation piers and footings	\$13,496.00	\$17,724.00	\$36,358.00
2	Footing for end chimney	\$1,116.00	\$1,200.00	\$1,683.00
3	Interior chimney	\$11,108.00	\$9,890.00	\$32,461.00
4	Reconstruction of rear porch, steps and rooms	\$30,202.00	\$42,850.00	\$96,690.00
5	Replace exterior siding, boards and trim	Included in #4	\$12,322.00	\$55,044.00
6	Installation of new standing seam roof	\$17,675.00	\$30,945.00	\$34,866.00
7	Front porch repairs and two sets of wood steps	\$22,459.00	\$7,320.00	\$61,850.00
8	New gutters and downspouts	Included in #6	\$5,120.00	\$3,080.00
9	Exterior painting	\$13,750.00	\$5,600.00	\$6,820.00
10	Insulation underneath and in attic	\$1,702.00	\$1,310.00	\$3,872.00
11	Electrical installation	\$3,333.00	\$11,000.00	\$13,200.00
12	Interior stair handrail	\$878.00	\$1,400.00	\$968.00
13	Cost of performance bond	\$2,042.00	\$2,800.00	\$6,811.00
All #1	End chimney reconstruction	\$10,194.00	\$13,000.00	\$21,252.00
All #2	Heating and A/C installation	\$17,200.00	\$10,446.00	\$34,606.00
	Total	\$145,155.00	\$172,927.00	\$409,561.00

No bid response was received from Lucas Alexander, LLC stating that their schedule would not permit them to perform.

Bids Opened, September 14, 2005 @ 3.00 p.m.



Donna J. Harris, CPPB
Procurement Officer

Lexington County Museum



P.O. Box 637
LEXINGTON, SOUTH CAROLINA 29071

OLD LEXINGTON DISTRICT
1804-1868

MEMORANDUM

TO: Lexington County Council

FROM: Horace Harmon, Director
Lexington County Museum *Horace Harmon*

DATE: Sept. 30, 2005

REF: B006009-09/14/05H Restoration of Leaphart/Harman House

The Lexington County Museum Commission has voted to accept the low bid for restoration of the Leaphart/Harman House as submitted to procurement by Cannon Assoc.

This 1800 house, which was relocated to the museum grounds in 2004, has received statewide recognition for its architectural and historical importance. It retains much of its original hardware, interior woodwork and unique exterior decorations. Its rich history includes persons connected with early grist and saw mills, cotton planting, local politics, medicine and how it survived a visit by Sherman's soldiers in 1865. The history of this house is a composite of our county's history, including modern development and commercialization of the I-20, Hwy. 378 intersection. This restoration will add a very important feature to the museum site and will be used to showcase more of the museum's late 18th and early 19th Century furniture, textiles and pottery to the public.

COUNTY OF LEXINGTON

Procurement Services

MEMORANDUM

(O) 785-8319

(F) 785-2240

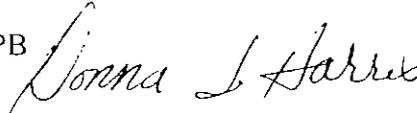
DATE: September 30, 2005

TO: Art Brooks
County Administrator

THROUGH: Sheila R. Fulmer, CPPB
Procurement Manager



FROM: Donna J. Harris, CPPB
Procurement Officer



**SUBJECT: Computer Aided Dispatch (CAD) License and Expansion Packs -
PS/Homeland Security - Sole Source**

We have received a purchase request for one (1) CAD license and two (2) expansion packs for Public Safety/Homeland Security. This license will be installed on the computer for the part-time administrative assistant for County Communications. This person requires the software in order to input and update response data. Funding for the license and expansion packs is provided under the Homeland Security grant and requires no matching funds from Lexington County.

Jim Schafer, Director of Information Services has reviewed and recommended this purchase.

This has been deemed a sole source as the County currently has a contract with CML Emergency Service Integrators (ESI), Incorporated that provides the existing CAD 9-1-1 System for Communications and the Sheriff's Department under County contract number P99010-06/09/99H.

The cost of the license and expansion packs is \$7,490.08 including applicable sales tax.

Funds are appropriated in the following account:

2476-131101-5A6298 - (1) CAD License \$7,490.08

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 October 11, 2005.

copy: Larry Porth, Director of Finance/Assistant County Administrator
Bruce Rucker, Assistant Sheriff/Director of Public Safety & Homeland Security
Neil Ellis, Emergency Management Coordinator

COUNTY OF LEXINGTON

Procurement Services

MEMORANDUM

(O) 785-8385

(F) 785-2240

DATE: September 27, 2005

TO: Art Brooks
County Administrator

THROUGH: Sheila R. Fulmer, CPPB
Procurement Manager



FROM: Janice A. Bell, CPPB
Procurement Officer



SUBJECT: 15' Wide Bush Hog - Public Works

We have received a requisition for the purchase of one (1) 15' Wide Bush Hog for Public Works. This bush hog is available from Greenwood Equipment & Repair through South Carolina State Contract Number 03-S5826-A9579. The total cost including applicable sales tax for this equipment is \$11,033.54.

Funds are appropriated in account number:

1000-121300-5A6045	(1) 15' Wide Bush Hog	\$11,033.54
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I concur with the above recommendation and further recommend that this purchase be placed on County Council's agenda for their next scheduled meeting on October 11, 2005.

copy: Larry Porth, Director of Finance/Assistant County Administrator
John Fechtel, Director of Public Works

COUNTY OF LEXINGTON

Procurement Services

MEMORANDUM

(O) 785-8385

(F) 785-2240

DATE: September 27, 2005

TO: Art Brooks
County Administrator

THROUGH: Sheila R. Fulmer, CPPB
Procurement Manager



FROM: Janice A. Bell, CPPB
Procurement Officer



**SUBJECT: Caterpillar Motorgrader Replacement / Sole Source Procurement
Public Works**

We have received a requisition for the purchase of one (1) New Caterpillar 12H Motorgrader with buy back and warranty for Public Works. We will be replacing the existing 1998 motorgrader which has exceeded the hours that would require being re-built.

This has been deemed a sole source through Blanchard Machinery Company as they are the sole factory authorized dealer for South Carolina.

The cost of this project is \$179,130.00 including applicable tax. Blanchard Machinery Company has agreed to buy back this equipment for \$78,000.00 in ten (10) years.

Funds are appropriated in the following account:

1000-121300-5A6048	(1) Motorgrader Replacement	\$179,130.00
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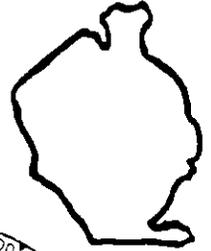
I concur with the above recommendation and further recommend that this purchase be placed on County Council's agenda for their next scheduled meeting on October 11, 2005.

Attachments

copy: Larry Porth, Director of Finance/Assistant County Administrator
John Fechtel, Director of Public Works



COUNTY OF LEXINGTON
PUBLIC WORKS DEPARTMENT
ENGINEERING



MEMORANDUM

DATE. September 15, 2005

TO. Art Brooks, County Administrator

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

RE. FY 05-06 Motorgrader Purchase



Attached is the quote from Blanchard Equipment for a new Caterpillar 12H motorgrader. Public Works has not purchased a motorgrader in two (2) years. Due to increased air pollution rules and the ever-rising cost of steel, the replacement cost has risen dramatically. In FY 03-04, we paid \$158,880.00 for a new machine; the cost is now \$179,130.00, which averages about 6.5% annually.

I also spoke with Chesterfield County who purchased four (4) Caterpillar 12 H's in April 2005 but did not get the scarifiers. Chesterfield County paid approximately \$167,000.00 each for the motorgraders. I recommend County Council approve this purchase.



6-3-03

Lexington Co. Council
212 South Lake Dr.
Lexington, SC 29072
Mr. John Fechtel

Dear Sir:

We are pleased to quote a new Caterpillar 12H Motor grader for your consideration.
Equipped per your specifications.

SALES PRICE	\$178,830
S C SALES TAX	\$300
 TOTAL	 \$179,130
 BUY BACK IN 10 YEARS	 \$78,000
 WARRANTY	 1 YEAR FULL MACHINE 7 YEARS OR 7,500 HOURS ON POWERTRAIN

BONDS PROVIDED TO GUARANTEE WARRANTY AND BUY-BACK

QUOTE GOOD TO 8-1-05

DELIVERY - 90 DAYS OR LESS.

THANK YOU,

KEITH WRIGHT

Columbia
PO Box 7517
Columbia, SC 29202
803 791 7100 tel
803 791 9874 fax

Greenville
224 Neely Ferry Road
Simpsonville, SC 29680
864 963 3645 tel
864 953 2063 fax

Summerville
151 Farmington Road
Summerville, SC 29483
843 871 2000 tel
843 821 1229 fax

Florence
3031 Caterpillar Lane
Florence, SC 29506
843 678 8520 tel
843 678 8538 fax

Rock Hill
3777 Lazy Hawk Road
Rock Hill, SC 29730
803 324 9600 tel
803 324 9710 fax

Myrtle Beach
2334 Chestnut Road
Longs, SC 29568
843 399 1692 tel
843 399 2052 fax

Hilton Head
50500 Whyte Hardce Boulevard
Hardeeville, SC 29927
843 784 6766 tel
843 784 6566 fax

COUNTY OF LEXINGTON

Procurement Services

MEMORANDUM

(O) 785-8385

(F) 785-2240

DATE: September 27, 2005

TO: Art Brooks
County Administrator

THROUGH: Sheila R. Fulmer, CPPB
Procurement Manager



FROM: Janice A. Bell, CPPB
Procurement Officer



SUBJECT: Fleet Fuel Tanker Replacement - Public Works

We have received a requisition for the purchase of one (1) New 2006 Sterling 50,000 LB Cab & Chassis Fuel Tanker for Public Works. This vehicle is available from Greenville Sterling Truck through South Carolina State Contract Number 05-S6667-A11153. We will be replacing the existing 1992 Ford Fuel Tanker. This vehicle is recommended and approved in accordance with the Fleet Management Policy by Ellis Gammons, Fleet Manager.

The cost for the Fuel Tanker is \$101,200.00 including applicable sales tax.

Funds are appropriated in account number:

1000-121300-5A6046	(1) Fuel Tanker Replacment	\$101,200.00
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I concur with the above recommendation and further recommend that this purchase be placed on County Council's agenda for their next scheduled meeting on October 11, 2005.

copy: Larry Porth, Director of Finance/Assistant County Administrator
Ellis Gammons, Fleet Manager
John Fechtel, Director of Public Works

COUNTY OF LEXINGTON

Procurement Services

MEMORANDUM

(O) 785-8385

(F) 785-2240

DATE: September 29, 2005

TO: Art Brooks
County Administrator

THROUGH: Sheila R. Fulmer, CPPB
Procurement Manager



FROM: Janice A. Bell, CPPB
Procurement Officer



SUBJECT: Fleet Vehicle Replacements - Sheriff's Department

We are in receipt of requisitions for the purchase of thirty (30) New Marked 2006 Chevrolet Impala 4-Door Patrol Sedans and four (4) New Unmarked 2006 Chevrolet Impala 4-Door Patrol Sedans for the Sheriff's Department. These vehicles are available from Herndon Chevrolet through South Carolina State Contract Number 04-S6141-A10125. The Sheriff is replacing the existing Ford Crown Victorias with Chevrolet Impalas. The Impalas will save on purchase and fuel costs. These vehicles will require emergency equipment and accessories to be installed. The emergency equipment installed in the existing vehicles will be transferred to the new vehicles; however, due to different body styles, the Impalas require a different mounting bracket for the light bars. A bid was obtained for the mounting brackets from West Chatham Warning Devices. The installation of the emergency equipment is on County Contract #C02014-01/10/02B with Light-N-Up. The requested replacement vehicles are required as existing vehicles have exceeded life expectancy and are recommended and approved in accordance with the Fleet Management Policy by Elhs Gammons, Fleet Manager.

The cost for each marked Chevrolet Impala Sedan is \$18,484.87 including applicable sales tax. The cost for each unmarked Chevrolet Impala Sedan is \$16,922.70 including applicable sales tax. The total cost including applicable sales tax for all vehicles is \$622,236.90. The cost of the emergency equipment and accessories is \$973.08 including applicable sales tax. The cost for the installation of emergency equipment is \$8,160.00. The total cost including applicable sales tax for thirty-four (34) vehicles is \$631,369.98. It is recommended to process purchase orders to the following vendors:

Herndon Chevrolet	\$622,236.90
Light-N-Up	8,160.00
West Chatham Warning Devices	973.08

Funds are appropriated in the following accounts.

1000-151200-5A6304	(29) Marked Vehicles with Equipment	\$543,962.51
1000-151200-5A6305	(3) Unmarked Vehicles with Equipment	51,488.10
LE/Forfeiture Funds (Narcotics)		
2630-151200-5A6306	(1) Unmarked Vehicle with Equipment	17,162.70
LE/Forfeiture Funds (Narcotics)		
2630-151200-5A6307	(1) Marked Vehicle with Equipment	18,756.67

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 October 11, 2005.

copy Larry Porth, Director of Finance/Assistant County Administrator
Sheriff James Metts
Chief Bruce E. Rucker, Assistant Sheriff / Director of Public Safety & Homeland Security
Chief Keith Kirchner, Assistant Sheriff
Elhs Gammons, Fleet Manager

COMMITTEE REPORT

RE: Proposed Building to House South Region

DATE: July 13, 2005

COMMITTEE: Airport Committee

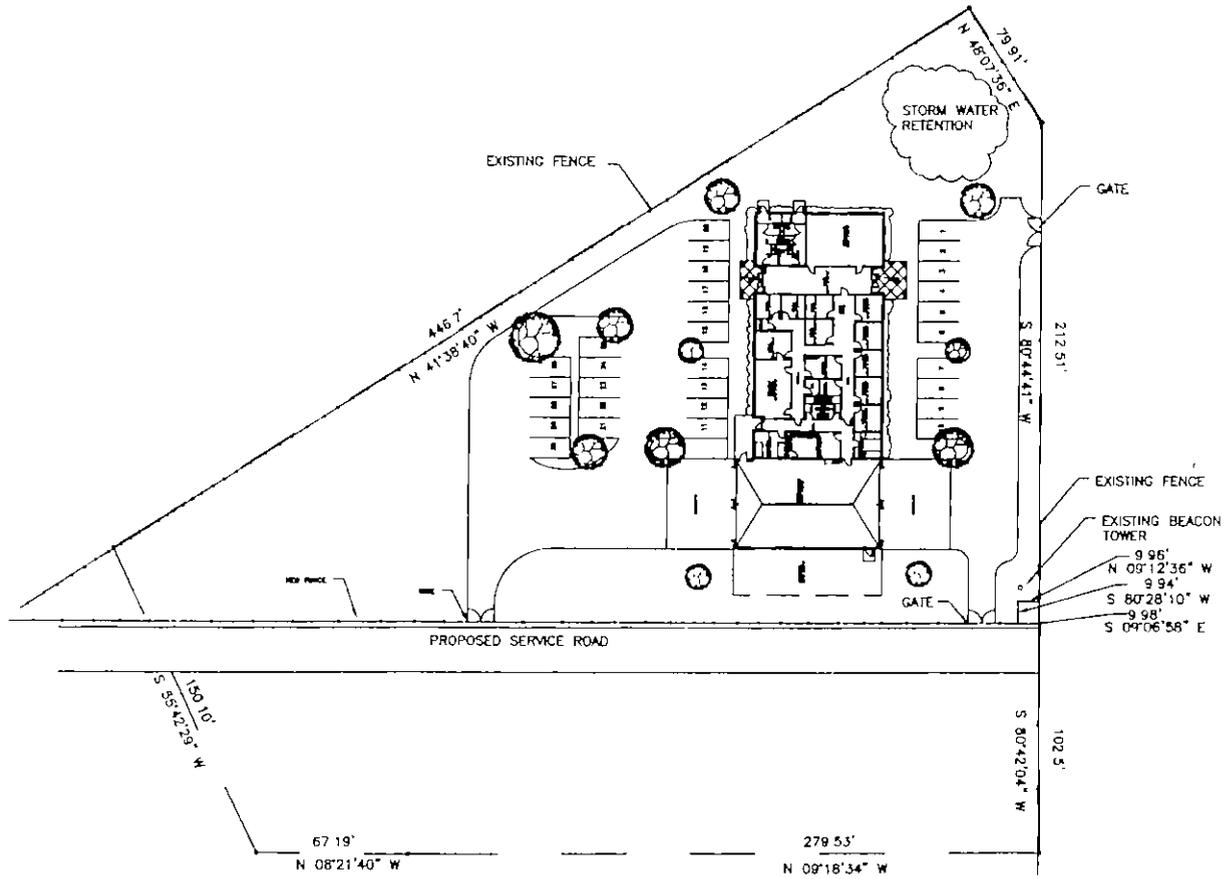
MAJORITY REPORT: Yes

The Airport Committee met on Tuesday, July 12, 2005 to consider the construction of a proposed building to house the South Region of the Sheriff's Department at the Lexington County Airport at Pelion.

Chief Rucker stated the proposed building would be used to house the South Region of the Sheriff's Department that is currently located on the premises of Gaston Copper. In addition, once the JET Team is in place, he would like to house them there as well. Chief Rucker said Council approved approximately \$671,240 in HUD funding as part of the airport five-year plan.

Chief Rucker asked that Council allow staff to move forward with obtaining bids for the proposed building.

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



Derrick & Dunlap
 ARCHITECTS M.A. Inc. (Inc)

P.O. BOX 14
 COLUMBIA, SC 29208
 PHONE 803-799-5478
 FAX 803-799-6600

SHEET TITLE SITE PLAN

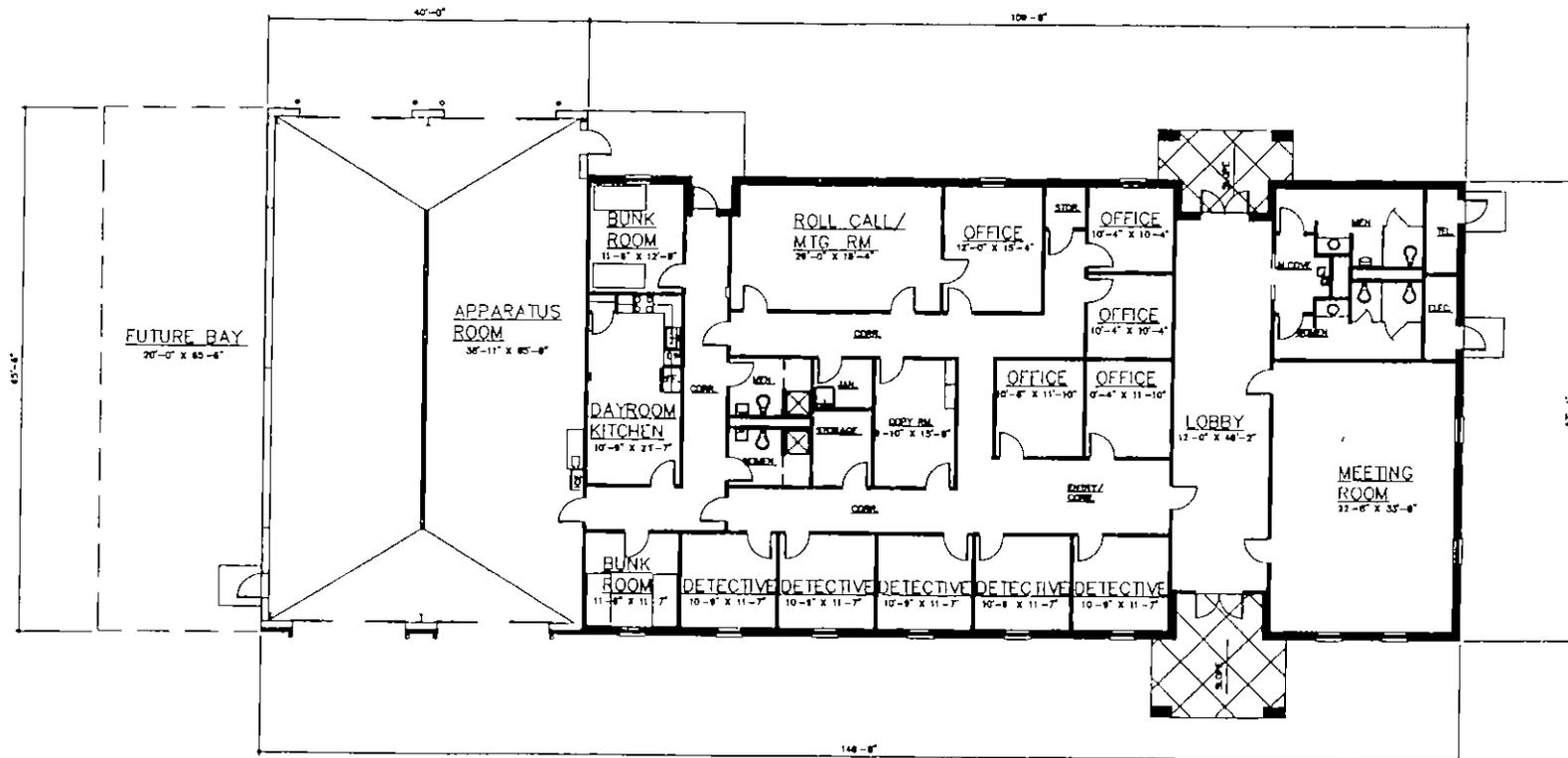
SOUTH SERVICE CENTER
 LEXINGTON COUNTY AIRPORT AT PELION

LEXINGTON COUNTY, SOUTH CAROLINA

PROJECT NO L158

DATE 6/27/05

DRAWING NO 1 OF 2



PROPOSED FLOOR PLAN
 SCALE 1/16" = 1'-0"

Derrick & Dunlap
 ARCHITECTS
 MIA, Inc. (dba)

P.O. BOX 84
 COLUMBIA, SC 29302
 PHONE: 803-798-8472
 FAX: 803-798-6000

SHEET TITLE PROPOSED FLOOR PLAN		
SOUTH SERVICE CENTER LEXINGTON COUNTY AIRPORT AT PELION		
LEXINGTON COUNTY, SOUTH CAROLINA		
PROJECT NO L158	DATE 06/27/05	DRAWING NO 2 OF 2

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. 05-06

AUTHORIZING THE LEXINGTON COUNTY RECREATION AND AGING COMMISSION ON BEHALF OF THE LEXINGTON COUNTY RURAL RECREATION DISTRICT TO ISSUE GENERAL OBLIGATION BONDS IN THE PRINCIPAL AMOUNT OF NOT EXCEEDING \$17,000,000 AND GENERAL OBLIGATION REFUNDING BONDS IN THE PRINCIPAL AMOUNT OF NOT EXCEEDING \$17,000,000; AND OTHER MATTERS RELATING THERETO.

BE IT ORDAINED BY THE COUNTY COUNCIL OF LEXINGTON COUNTY, SOUTH CAROLINA, AS FOLLOWS:

SECTION 1. The County Council (the "County Council") of Lexington County, South Carolina (the "County"), hereby finds and determines:

(a) The Lexington County Recreation and Aging Commission (the "Commission") is the governing body of the Lexington County Rural Recreation District (the "District") and has submitted a petition dated May 4, 2005 to the County Council requesting authorization to issue not exceeding \$17,000,000 principal amount general obligation bonds of the District (the "General Obligation Bonds") and not exceeding \$17,000,000 general obligation refunding bonds of the District (the "General Obligation Refunding Bonds," together with the General Obligation Bonds referred to herein collectively as the "Bonds").

(b) The District was established pursuant to Act No. 1201 of the Acts and Joint Resolutions of the General Assembly of the State of South Carolina, Regular Session of 1968, as amended (the "Act").

(c) The corporate powers and responsibilities of the District are performed by the Commission and as such the Commission is the governing body of the District. The Act committed to the Commission the power to acquire, by gift, purchase or through the exercise of eminent domain, lands, or interest thereon whereon to establish physical education and recreation facilities.

(d) Article X, Section 14 of the Constitution of the State of South Carolina, 1895, as amended, provides that special purpose districts shall have the power to issue bonded indebtedness only for a purpose which is a public purpose and a corporate purpose in an amount not exceeding eight percent (8%) of the assessed value of all taxable property therein upon such terms and conditions as the General Assembly shall prescribe by general law.

(e) The Council constitutes the "county board" of the County and the District constitutes a "special purpose district," as such quoted terms are defined in the Code.

(f) Pursuant to Title 6, Chapter 11, Article 5, Code of Laws of South Carolina, 1976, as amended (the "Code"), the county boards of all counties of the State of South Carolina wherein special purpose districts exist are empowered to authorize the governing body of such special purpose district to issue bonds of the special purpose district whose proceeds shall be used in furtherance of any power of the special purpose district.

(g) Pursuant to the Code the County Council is empowered to authorize the Commission of the District to issue bonds of the District whose proceeds shall be used in furtherance of any power of the District

(h) The assessed value of all taxable property of the District as of June 30, 2004 is \$515,574,570.00. Eight percent of such assessed value is \$46,045,965.60. The general obligation debt outstanding of the District for computation purposes under Article X, Section 14, of the Constitution of the State of South Carolina, 1895, as amended, is \$13,750,000. No portion of this amount is excluded from the District's present constitutional debt limitation as being incurred prior to the date of the effective date of Article X of the Constitution (November 30, 1977). In determining the District's Constitutional debt limitation \$13,750,000 is considered. Thus, the District may incur \$32,295,965.60 of general obligation debt within its applicable debt limitation.

(i) It is now in the best interest of the District for the Commission to provide for the issuance and sale of the General Obligation Bonds of the District pursuant to the aforesaid provisions of the Constitution and laws of the State of South Carolina in the principal amount of not exceeding \$17,000,000, the proceeds of which will be used for improvements and enlargements to the District and costs of issuance of the General Obligation Bonds.

(j) Pursuant to such constitutional and statutory authorizations, the Commission on behalf of the District, issued \$7,350,000 General Obligation and General Obligation Refunding Bonds, Series 1997 dated February 1, 1997 (the "Series 1997 Bonds") of which \$3,995,000 is currently outstanding

(k) Pursuant to such constitutional and statutory authorizations, the Commission on behalf of the District, issued \$9,900,000 General Obligation Bonds, Series 1999 dated October 1, 1999 (the "Series 1999 Bonds") of which \$9,755,000 is currently outstanding.

(l) Sections 11-21-10 to 11-21-80 of the Code empower any "public agency" (defined herein to include the District) to utilize the provisions of Title 11, Chapter 15, Article 5 (the "Refunding Act") of the Code to effect the advanced refunding of any outstanding general obligation bonds.

(m) The Series 1997 Bonds maturing on or after February 1, 2006 are subject to redemption, at the option of the District on and after February 1, 2005 at any time as a whole or in part in such order of maturity as the District may determine, at a redemption price of 102% together with interest accrued thereon to the date fixed for redemption.

(n) The Series 1999 Bonds maturing on or after August 1, 2009 are subject to redemption, at the option of the District on and after August 1, 2008, at any time as a whole or in part in such order of maturity as the District may determine, at a redemption price of 101% together with interest accrued thereon to the date fixed for redemption.

(o) The District has been advised that from time to time under prevailing market conditions a substantial savings in debt service will result if the Series 1997 Bonds and certain maturities of the 1999 Bonds are refunded. Because the Refunding Act requires that refunding bonds be sold at public sale there can be no assurance that market conditions at the date of sale will be similar to the market conditions and prevailing rates at the time of enactment of this Ordinance. If the rates of interest submitted at competitive sale for the refunding bonds authorized by this Ordinance do not result in satisfactory debt service savings, the Commission can and will be empowered to reject bids for the purchase of the General Obligation Refunding Bonds.

(p) Prior to the enactment of this Ordinance, County Council shall hold a public hearing on the question of the issuance of the Bonds as required by Section 6-11-830, Code of Laws of South Carolina 1976 as amended.

(q) It is now in the best interest of the District for the Commission to provide for the issuance and sale of the General Obligation Refunding Bonds of the District pursuant to the aforesaid provisions of the Constitution and laws of the State of South Carolina in the principal amount of not exceeding \$17,000,000 to effect the refunding of the Series 1997 Bonds and certain maturities of the Series 1999 Bonds at such time as market conditions would effect a substantial savings.

SECTION 2. Pursuant to the aforementioned constitutional and statutory provisions, the Commission, on behalf of the District, is hereby authorized to issue (1) General Obligation Bonds of the District in anticipation of improvements and enlargements of the District and (2) General Obligation Refunding Bonds of the District for the purpose of refunding the Series 1997 Bonds and certain maturities of the 1999 Bonds. The General Obligation Bonds and the General Obligation Refunding Bonds shall be dated, shall mature, shall be in such denomination, shall bear such interest, shall be subject to redemption, shall be executed and shall contain such other provisions as the Commission shall determine.

SECTION 3. No election shall be held as a condition to the issuance of the General Obligation Bonds and the General Obligation Refunding Bonds.

SECTION 4. For the payment of the principal and interest on the Bonds as they respectively mature, and for the creation of such sinking fund as may be necessary to provide for the prompt payment thereof, the full faith, credit, taxing power and resources of the District shall be irrevocably pledged, and there shall be levied annually by the Auditor of Lexington County and collected by the Treasurer of Lexington County, in the same manner as county taxes are levied and collected, a tax without limit on all taxable property of the District sufficient to pay the principal and interest on the Bonds as they respectively mature and to create such sinking fund as may be necessary therefor.

SECTION 5. The Commission is authorized to do all things necessary or convenient in accordance with applicable law to effect the issuance of the General Obligation Bonds and the General Obligation Refunding Bonds at such times as it deems necessary and in the interest of the District.

SECTION 6. Following the enactment of this Ordinance, a Notice in substantially the form attached as Exhibit A shall be published in a newspaper of general circulation in the County for three successive weeks.

SECTION 7. All orders, resolutions, ordinances and parts thereof, procedural or otherwise, in conflict herewith or the proceedings authorizing the issuance of the General Obligation Bond and the General Obligation Refunding Bonds are, to the extent of such conflict, hereby repealed and this Ordinance shall take effect and be in full force from and after its passage and approval.

SECTION 8. This Ordinance shall become effective upon its enactment.

Enacted this ____ day of _____, 2005.

COUNTY COUNCIL OF LEXINGTON COUNTY,
SOUTH CAROLINA

Chairperson

(SEAL)

ATTEST:

Clerk

Approved:

County Attorney

Date of First Reading:
Date of Second Reading:
Date of Public Hearing:
Date of Third Reading:

FORM OF
NOTICE PURSUANT TO
SECTION 6-11-870, CODE OF LAWS
OF SOUTH CAROLINA, 1976, AS AMENDED,
OF APPROVAL BY THE COUNTY COUNCIL
OF LEXINGTON COUNTY, SOUTH CAROLINA
OF THE ISSUANCE OF
NOT EXCEEDING \$17,000,000 GENERAL OBLIGATION BONDS
AND NOT EXCEEDING \$17,000,000 GENERAL OBLIGATION REFUNDING BONDS
OF THE LEXINGTON COUNTY RURAL RECREATION DISTRICT

On May 4, 2005, the Lexington County Recreation and Aging Commission (the "Commission") on behalf of the Lexington County Rural Recreation District (the "District") petitioned the County Council of Lexington County, South Carolina (the "County Council") requesting that County Council (a) accept the filing of a Petition; (b) make a finding that it is in the best interest of the District for County Council to authorize the Commission to issue not exceeding \$17,000,000 general obligation refunding bonds (the "General Obligation Bonds") and not exceeding \$17,000,000 general obligation refunding bonds (the "General Obligation Refunding Bonds," together with the General Obligation Bonds hereinafter referred to herein, collectively, as the "Bonds"), (c) order a public hearing upon the question of the issuance of the Bonds of the District; and (d) enact an ordinance authorizing the Commission on behalf of the District to issue Bonds of the District without the necessity of an election in the District upon the question of the issuance of such Bonds.

The County Council caused the required notice to be published in a newspaper of general circulation in Lexington County and on August 23, 2005, held a public hearing in Council Chambers, Lexington County Administration Building, 212 South Lake Drive, Lexington, South Carolina, on the question of the issuance of the Bonds. The hearing was conducted publicly and both proponents and opponents were given full opportunity to be heard.

The Bonds will be issued at such time as the Commission determines. For the payment of the principal and interest on the Bonds as they respectively mature and for the creation of such sinking fund as may be necessary to provide for the prompt payment thereof, the full faith, credit, taxing power and resources of the District shall be irrevocably pledged, and there shall be levied and collected annually upon all taxable property of the District a tax, without limitation as to rate or amount, sufficient for such purposes.

County Council determined that no election shall be ordered in the District upon the question of the issuance of the Bonds.

Any person affected by the action of the County Council may, by action de novo instituted in the Court of Common Pleas for Lexington County, within twenty (20) days following the last publication of this notice, but not afterwards, challenge the action of the County Council.

Chairman, County Council of Lexington County, South Carolina

AN ORDINANCE TO AMEND THE AGREEMENT FOR DEVELOPMENT OF JOINT COUNTY INDUSTRIAL PARK DATED DECEMBER 11, 1995 BY AND BETWEEN LEXINGTON COUNTY, SOUTH CAROLINA AND CALHOUN COUNTY, SOUTH CAROLINA, PROVIDING FOR THE DEVELOPMENT OF A JOINTLY OWNED AND OPERATED INDUSTRIAL/BUSINESS PARK SO AS TO INCLUDE ADDITIONAL PROPERTY IN THAT PORTION OF THE JOINT COUNTY INDUSTRIAL PARK GEOGRAPHICALLY LOCATED IN CALHOUN COUNTY, SOUTH CAROLINA, AND OTHER MATTERS RELATING THERETO.

WHEREAS, Lexington County, South Carolina (the "County") and Calhoun County, South Carolina (jointly the "Counties") are authorized under Article VIII, Section 13 of the South Carolina Constitution to jointly develop an industrial or business park within the geographical boundaries of one or more of the Counties; and

WHEREAS, in order to promote the economic welfare of the citizens of the County by providing employment and other benefits to the citizens of the Counties, the County entered into an agreement with Calhoun County to develop jointly an industrial and business park (the "Park") as provided by Article VIII, Section 13 of the South Carolina Constitution and in accordance with Section 4-1-170 of the Code of Laws of South Carolina, 1976, as amended (the "Act").

WHEREAS, the Counties executed an Agreement for Development for a Joint County Industrial Park on December 11, 1995, which was subsequently amended (as so amended, the "Agreement") which they now wish to further amend so as to add property geographically located in Calhoun County

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

Section 1. Lexington County is hereby authorized to amend the Agreement so as to expand the Park premises located within Calhoun County. Attached hereto as Exhibit A is the land description of the expansion of the Park premises within Calhoun County to be added to the Agreement. The form, terms and provisions of the Agreement (as amended by the addition of Exhibit A) as filed with the Clerk of County Council be and they are hereby approved, and all of the terms, provisions and conditions thereof are hereby incorporated herein by reference as if the Agreement were set out in this Ordinance in its entirety.

Section 2. This Ordinance shall be effective after third and final reading and publication.

LEXINGTON COUNTY, SOUTH CAROLINA

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

ATTEST:

Clerk to County Council
Lexington County, South Carolina

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

EXHIBIT A

PROPERTY DESCRIPTION

All that certain piece, parcel or tract of land, with the improvements thereon, if any, situate, lying and being near St. Matthews, County of Calhoun, State of South Carolina, containing 14.63 acres, more or less, and being shown and delineated on a plat prepared by Emergi-Lite, Inc., by Donald J. Smith, Jr., Inc. dated May 19, 1997, revised May 22, 1998 and recorded in the Office of the Clerk of Court for Calhoun County in Plat Book 3873-A. Reference being made to such plat which is incorporated herein by reference for a more accurate and complete description; all measurements being a little more or less.

TMS: 117-00-02-033

Derivation: Being the same property conveyed to Sandy Bay Properties, LLC, a South Carolina Limited Liability Company from Thomas & Betts Corporation, a Tennessee Corporation filed on October 9, 2003 in Book 179, Page 195. Also conveyed to Sandy Bay Properties, LLC, a South Carolina Limited Liability Company by Quit Claim Deed from Thomas & Betts Corporation, a Tennessee Corporation filed on October 9, 2003 in Book 179 at Page 207.

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

AMENDMENT TO AGREEMENT FOR
 DEVELOPMENT OF JOINT COUNTY
 INDUSTRIAL PARK

THIS AMENDMENT TO THE AGREEMENT FOR DEVELOPMENT OF A JOINT COUNTY INDUSTRIAL PARK DATED DECEMBER 11, 1995 (THE "AGREEMENT") is entered into as of this ____ day of _____, 2005, between **LEXINGTON COUNTY, SOUTH CAROLINA** and **CALHOUN COUNTY, SOUTH CAROLINA**.

1. By authority of ordinance enacted by the County Council of Lexington County on _____, 2005, and ordinance no. _____ enacted by the County Council of Calhoun County on _____, 2005, for value received, Lexington County and Calhoun County hereby agree as follows:

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

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

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

**LEXINGTON COUNTY,
 SOUTH CAROLINA**

By: _____
 Chairman, Lexington County Council

ATTEST:

 Clerk, Lexington County Council

**CALHOUN COUNTY,
 SOUTH CAROLINA**

By: _____
 Chairman, Calhoun County Council

ATTEST:

 Clerk, Calhoun County Council

EXHIBIT A

PROPERTY DESCRIPTION

All that certain piece, parcel or tract of land, with the improvements thereon, if any, situate, lying and being near St. Matthews, County of Calhoun, State of South Carolina, containing 14.63 acres, more or less, and being shown and delineated on a plat prepared by Emergi-Lite, Inc., by Donald J. Smith, Jr., Inc. dated May 19, 1997, revised May 22, 1998 and recorded in the Office of the Clerk of Court for Calhoun County in Plat Book 3873-A. Reference being made to such plat which is incorporated herein by reference for a more accurate and complete description; all measurements being a little more or less.

TMS: 117-00-02-033

Derivation: Being the same property conveyed to Sandy Bay Properties, LLC, a South Carolina Limited Liability Company from Thomas & Betts Corporation, a Tennessee Corporation filed on October 9, 2003 in Book 179, Page 195. Also conveyed to Sandy Bay Properties, LLC, a South Carolina Limited Liability Company by Quit Claim Deed from Thomas & Betts Corporation, a Tennessee Corporation filed on October 9, 2003 in Book 179 at Page 207.

MEMORANDUM

TO: County Council & Staff

FROM: Diana Burnett
Clerk to Council

DATE: October 5, 2005

RE: **Tab V** - Ordinance 05-09 - Lexington County Recreation & Aging Commission

Tab V - Ordinance 05-09 - Approving the Conveyance of Real Estate (approximately 8 acres) to the Lexington County Recreation and Aging Commission in Exchange of Real Estate (approximately 2 acres) from the Lexington Recreation and Aging Commission to the County of Lexington was not available at the time the agenda packet was assembled. I will distribute copies to each of you on Tuesday, October 11th.

Thank you.

ORDINANCE

AN ORDINANCE AUTHORIZING THE EXECUTION AND DELIVERY OF A FIRST AMENDMENT TO FEE AGREEMENT BETWEEN LEXINGTON COUNTY, SOUTH CAROLINA AND SOUTH CAROLINA ELECTRIC & GAS COMPANY TO PROVIDE FOR AN ADDITIONAL INVESTMENT IN LEXINGTON COUNTY BY SOUTH CAROLINA ELECTRIC & GAS COMPANY; AND MATTERS RELATED THERETO.

WHEREAS, Lexington County, South Carolina (the "County") entered into a fee-in-lieu of taxes arrangement pursuant to Title 12, Chapter 44, Code of Laws of South Carolina, 1976, as amended (the "Act"), with South Carolina Electric & Gas Company (the "Company"), in connection with which (i) the County and the Company entered into an Identification Resolution (ii) an Inducement Resolution, and (iii) a December 20, 2002 Fee Agreement (the "Initial Fee Agreement") concerning the project (the "Project"); and

WHEREAS, the Company contemplates increasing its initial promised minimum investment of Fifteen Million (\$15,000,000) Dollars significantly by making an additional investment of at least Twenty Million (\$20,000,000) in the Project thereby making a total investment in the Project in excess of Thirty-Five Million (\$35,000,000) Dollars; and

WHEREAS, contingent upon the approval of the City of Cayce, the County shall place the Project in an existing Multi-County Industrial and Business between Lexington County and Calhoun County, under the provisions of Article VIII, Section 13 of the Constitution of the State of South Carolina of 1895, as amended (the "State Constitution"), and Section 4-1-170 of the Code of Laws of South Carolina, 1976, as amended (collectively, the "MCIP Law"); and

WHEREAS, under the provisions of Sections 4-1-175 of the Code of Laws of South Carolina, 1976, as amended, and Section 12-44-70 of the Act (collectively, the "Infrastructure Law"), the County is authorized to use revenues received from payments of fees-in-lieu of taxes under the Infrastructure Law, the Act and/or the MCIP Law for the purpose of defraying a portion of the cost of designing, acquiring, constructing, improving or expanding the infrastructure serving the Project (the "Infrastructure"); and

WHEREAS, the Company has requested the County to use a portion of its fee-in-lieu-of-property-tax payments for the purpose of defraying its expenditures for improvements as permitted by the Infrastructure Law; and

WHEREAS, the County Council, having found that the improvements will serve the County and assist the County in its economic development efforts, has agreed to amend the Initial Fee Agreement to provide that, in addition to the other benefits granted to the Company, to allow a credit against the Company's annual fee payment equal to that portion of the annual fee payment in excess of the sum of Two Hundred Seventy-Six Thousand (\$276,000) Dollars, until the sum of all annual credits equals One Million Eight Hundred Thousand (\$1,800,000) Dollars; and

WHEREAS, the County has caused to be prepared and presented to this meeting the form of the First Amendment to Fee Agreement between the County and the Company, which the County proposes to execute and deliver; and

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

NOW, THEREFORE, BE IT ORDAINED by Lexington County Council in meeting duly assembled as follows:

Section 1. The County finds that the form, terms and provisions of the First Amendment to Fee Agreement ("Amended Fee Agreement") which is before this meeting and filed with the Clerk to County Council is hereby approved and all of the terms, provisions and conditions thereof are hereby incorporated herein by reference as if the Amended Fee Agreement was set out in this Ordinance in its entirety. The Chair of the County Council and the Clerk to County Council be and they are hereby authorized, empowered and directed to execute, acknowledge and deliver the Amended Fee Agreement to the Company. The Amended Fee 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 Amended Fee Agreement now before this meeting.

Section 2. The Chair of County Council and the Clerk to 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 Amended Fee Agreement and the performance of all obligations of the County under and pursuant to the Amended Fee Agreement.

Section 3. The consummation of all transactions contemplated by the Amended Fee Agreement is hereby approved.

Section 4. This Ordinance shall be construed and interpreted in accordance with the laws of the State of South Carolina.

Section 5. The provisions of this Ordinance are hereby declared to be separable and if any section, phrase or provision shall for any reason be declared by a court of competent

jurisdiction to be invalid or unenforceable, such declaration shall not affect the validity of the remainder of the sections, phrases and provisions hereunder.

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

DONE, RATIFIED AND ADOPTED this _____ day of _____, 2005.

LEXINGTON COUNTY, SOUTH CAROLINA

M. Todd Cullum
Chair of Lexington County Council

ATTEST:

By: _____
Diana W. Burnett
Clerk to Lexington County Council

First Reading: _____, 2005
Second Reading: _____, 2005
Third Reading: _____, 2005
Public Reading: _____, 2005

**FIRST AMENDMENT
TO
FEE AGREEMENT**

BETWEEN

LEXINGTON COUNTY, SOUTH CAROLINA

AND

SOUTH CAROLINA ELECTRIC & GAS COMPANY

**Fee Agreement
Dated as of
December 20, 2002**

**First Amendment to Fee Agreement
Dated as of
_____, 2005**

FIRST AMENDMENT TO FEE AGREEMENT

THIS FIRST AMENDMENT TO FEE AGREEMENT (the "First Amendment"), is made this ___ day of _____, 2005, by and between **LEXINGTON COUNTY, SOUTH CAROLINA** (the "County"), a body politic and corporate and a political subdivision of the State of South Carolina, acting by and through its County Council (the "County Council") as governing body of the County, and **SOUTH CAROLINA ELECTRIC & GAS COMPANY**, a corporation organized and existing under the laws of the State of South Carolina (the "Company").

WITNESSETH:

WHEREAS, the Company entered into a certain fee-in-lieu of taxes arrangement with the County pursuant to Title 12, Chapter 44, Code of Laws of South Carolina, 1976, as amended (the "Act"), in connection with the establishment of facilities dedicated to non-generating utility purposes, administrative and service operations and other activities relating thereto in the County; and

WHEREAS, the County, in connection therewith, entered into the following agreements with the Company: (1) the Identification Resolution; (2) the Inducement Resolution; and (3) that certain December 20, 2002 Fee Agreement (the "Initial Fee Agreement"); and

WHEREAS, it now appears that the initial minimum investment contemplated by the Company, pursuant to Section 5.4 of the Initial Fee Agreement, of Fifteen Million (\$15,000,000) Dollars will be significantly increased by an additional investment of at least Twenty Million (\$20,000,000) by the Company thereby making a total investment at the Project in excess of Thirty-Five Million (\$35,000,000) Dollars; and

WHEREAS, the property on which the additional investment in the Project (as defined herein) is to be made by the Company is located in the City of Cayce (the "City"); and

WHEREAS, the County and the City agree pursuant to an agreement as to the distribution of fee-in-lieu-of-taxes ("Distribution Agreement") to place the Project in an existing Multi-County Industrial and Business Park between Lexington County and Calhoun County; and

WHEREAS, because the investment by the Company in the County shall be in excess of the initial minimum investment as stated in the Initial Fee Agreement, the County shall provide the Company an Annual Special Source Revenue Credit as defined herein; and

WHEREAS, pursuant to the Act, the County found and continues to find that (a) it is anticipated that the Project (as defined herein) and its additions will benefit the general public welfare of the County by providing services, employment and other public benefits not otherwise adequately provided locally; (b) neither the Project and its additions nor any documents or agreements entered into by the County in connection therewith will give rise to any pecuniary liability of the County or incorporated municipality or to any charge against its general credit or taxing power; (c) the purposes

to be accomplished by the Project and its additions are proper governmental and public purposes; and (d) the benefits of the Project and its additions to the public are greater than the costs to the public; and

WHEREAS, the County and the Company desire to execute this First Amendment to Fee Agreement to reflect their agreement on the above mentioned additions to the Initial Fee Agreement.

NOW, THEREFORE, it is mutually agreed between the undersigned as follows:

1. Section 1.1. of the Initial Fee Agreement entitled "Statutorily Required Recapitulation" is deleted. Pursuant to Section 12-44-55(B) of the Act, the County and the Company agree to waive the recapitulation requirements of Section 12-44-55. If the Company should be required to retroactively comply with the recapitulation requirements of Section 12-44-55, then the County agrees to waive all penalties and fees for the Company's noncompliance.

2. The following paragraph is added to Section 1.2

From time to time herein, reference is made to the term taxes or *ad valorem* taxes. All or portions of the Project are located in a Multi-County Industrial Park and are exempt from *ad valorem* taxation under and by virtue of the provisions of Paragraph D of Section 13 of Article VIII of the S.C. Constitution (the "MCIP Provision"). With respect to facilities located in a Multi-County Industrial Park, references to taxes or *ad valorem* taxes means the Payments-in-Lieu-of-Taxes provided for in the MCIP Provision, and, where this First Amendment to Fee Agreement refers to payments of taxes or Payments-in-Lieu-of-Taxes to County Treasurers, such references shall be construed to mean the payments to the counties participating in such a Multi-County Industrial Park.

3. The following definitions are added to Section 1.3. of the Initial Fee Agreement:

"Annual Special Source Revenue Credit" means an annual credit granted by the County to the Company for the purpose of defraying a portion of the cost of the infrastructure Improvements of the Company pursuant to Section 12-44-70 of the Act, and/or Section 4-1-175 of the Code of Laws of South Carolina, as amended, beginning with respect to the first property tax year in which the annual payment-in-lieu-of-tax equals or exceeds Two Hundred Seventy-Six Thousand (\$276,000) Dollars. The Company will be granted a credit against its Payment-in-Lieu-of-Taxes equal to the amount which the annual payment-in-lieu-of-tax exceeds Two Hundred Seventy-Six Thousand (\$276,000) Dollars. The credit will be granted each year the Company has Payments-in-Lieu-of-Taxes in excess of Two Hundred Seventy-Six Thousand (\$276,000) Dollars until the total special source revenue credits granted equal One Million Eight Hundred Thousand (\$1,800,000) Dollars.

"Agreement to Amend the Fee Agreement" means the Agreement to Amend the Fee Agreement executed by the County and the Company on _____, 2005.

"City" means the City of Cayce located in Lexington County, South Carolina

"Distribution Agreement" means Agreement Concerning Distribution of Fee-in-Lieu of Taxes for SCE&G executed by the County and the City on _____, 2005.

“First Amendment to Fee Agreement” means this First Amendment to Fee Agreement dated as of _____, 2005, between the County and the Company.

“Identification Resolution” shall mean the Resolution of the County Council adopted on August 13, 2002, taking official action to identify the Project for purposes of applicable fee-in-lieu-of-taxes statutes and otherwise.

“Initial Fee Agreement” means the Fee Agreement dated December 20, 2002, between the County and the Company.

“Initial Ordinance” means the Ordinance adopted by the County on December 10, 2002, authorizing the Initial Fee Agreement.

“Multi-County Industrial and Business Park” means an industrial and business park established for inclusion of the Project pursuant to the Multi-County Industrial and Business Park Agreement pursuant to Section 4-1-170 of the Code of Laws of South Carolina 1976, as amended, and Article VIII, Section 13, paragraph D of the Constitution of South Carolina.

“Multi-County Industrial and Business Park Agreement” shall mean the Multi-County Industrial and Business Park Agreement dated _____, _____, between the County and Calhoun County.

4. The definitions under Section 1.3. of the Initial Fee Agreement titled “Commencement Date, Documents, Equipment, Improvements, Inducement Resolution, Ordinance, Project and Real Property” are deleted and replaced by the following definitions:

“Commencement Date” means the last day of the property tax year when Project property is first placed in service, except that this date must not be later than the last day of the property tax year which is three years from the year in which the County and the Company have entered into this First Amendment to Fee Agreement.

“Documents” means the Agreement to Amend the Fee Agreement, the Ordinance, this First Amendment to Fee Agreement, the Initial Fee Agreement, the Initial Ordinance, the Distribution Agreement and a Multi-County Industrial and Business Park Agreement.

“Equipment” means all machinery, apparatus, equipment, fixtures, office facilities, furnishings and other personal property to the extent such property becomes a part of the Project under this First Amendment to Fee Agreement.

“Improvements” shall mean all real property and improvements now or hereafter situated on the land identified on Exhibit A hereto, together with any and all additions, accessions, replacements and substitutions thereto or therefor, all fixtures new or hereafter attached thereto, to the extent such additions, accessions, replacements, and substitutions become part of the Project under this First Amendment to Fee Agreement and any and all improvement costs allowed under Section 12-44-70(B) of the Code of Laws of South Carolina.

“**Ordinance**” means the Ordinance adopted by the County on _____, 2005, authorizing the First Amendment to Fee Agreement.

“**Project**” shall mean the Equipment, Improvements, and Real Property together with the acquisition, construction, installation, design and engineering thereof which are eligible for inclusion as economic development property under the Act and become subject to the Initial Fee Agreement as amended by the First Amendment to Fee Agreement. The parties agree that Project property shall consist of such property so properly identified by the Company in connection with its annual filing with DOR of an SCDOR PT-300, or such comparable form, and with such schedules as DOR may provide in connection with projects subject to the Act (as such filing may be amended or supplemented from time to time) for each year within the Investment Period.

“**Real Property**” shall mean the land identified on Exhibit A, together with all and singular rights, members, hereditaments and appurtenances belonging or in any way incident or appertaining thereto to the extent such become a part of the Project under the Initial Fee Agreement as amended by the First Amendment to Fee Agreement and to the extent improvements qualifying for the Project are located on land whether or not the land qualifies for inclusion in the Project; all Improvements now or hereafter situated thereon; and all fixtures now or hereafter attached thereto, to the extent such improvements and fixtures become part of the Project under Initial Fee Agreement as amended by the First Amendment to Fee Agreement.

5. The following paragraph is added to Article V, Section 5.1. of the Initial Fee Agreement:

(e) Notwithstanding any other provision of this Section 5.1, the Company shall automatically be entitled to receive and take a credit equal to the excess of its Payment-in-Lieu-of-Taxes over Two Thousand Seventy-Six Thousand (\$276,000) Dollars until the sum of such annual credits equals One Million Eight Hundred Thousand (\$1,800,000) Dollars. The County hereby agrees to grant the Company a credit beginning with the first year the Company makes a Payment-in-lieu-of-Taxes in excess of Two Hundred Seventy-Six Thousand (\$276,000) Dollars. The Company represents that, as required by the Act, the amounts it receives as a credit against its Payments-in-Lieu-of-Taxes from the Annual Special Source Revenue Credit, will be used to defray the costs of Improvements.

6. Section 5.2 of Article V of the Initial Fee Agreement is deleted and replaced with the following.

SECTION 5.2. *Disposal of Property; Replacement Property.*

(a) In any instance where the Company in its sole discretion determines that any item or items of property included in the Project have become, in whole or in part, inadequate, obsolete, worn out, unsuitable, undesirable or unnecessary, the Company may remove such item (or such portion thereof as the Company shall determine) or items and sell, trade in, exchange or otherwise dispose of it or them (as a whole or in part) without any responsibility or accountability to the County therefor. The loss or removal from the Project of any property, or any portion thereof, as a result of fire or other casualty or by virtue of the exercise or threat of the power of condemnation or eminent domain shall be deemed to be a disposal of such property, or portion thereof, pursuant to this Section 5.2. Subject to the provisions of Section 5.1(d) and this Section 5.2 with respect to Replacement Property, the Payments-in-Lieu-of-Taxes required by Section 5 hereof shall be reduced by the amount thereof

applicable to any property included in the Project, or part thereof, disposed of, or deemed disposed of, pursuant to this Section 5.2. In the event that such disposal (without replacement) reduces the Company's gross investment below fifteen (\$15,000,000) million dollars, then the Project shall revert to ad valorem taxation and this Agreement shall terminate pursuant to Section 12-44-140 of the Act.

(b) The Company may, in its sole discretion, replace, renew or acquire and/or install other property in substitution for, any or all property or portions thereof disposed of, or deemed disposed of, pursuant to Section 5.2(a) hereof. Any such property may, but need not, serve the same function, or be of the same utility or value, as the property being replaced. Absent a written election to the contrary made at the time of filing the first property tax return that would apply to such property, such property shall be treated as Replacement Property.

7. The following Section is added to Article V of the Initial Fee Agreement.

SECTION 5.5. Multi-County Industrial and Business Park. Upon attaining the permission of the City of Cayce and the County of Calhoun, the County agrees to amend an existing multi-county industrial and business park agreement (the "Multi-County Industrial and Business Park Agreement") to include the Project in such Multi-County Industrial and Business Park between the County and the County of Calhoun, pursuant to Section 13 of Article VIII of the South Carolina Constitution and Section 4-1-170, Code of Laws of South Carolina 1976, as amended, and to undertake and execute those procedures, instruments, ordinances, resolutions and documents as may be reasonably required to accomplish same.

8. Section 8.1. of the Initial Fee Agreement is deleted in its entirety.

9. The Initial Fee Agreement shall in all other respects remain in full force and effect.

IN WITNESS WHEREOF, LEXINGTON COUNTY, SOUTH CAROLINA, and SOUTH CAROLINA ELECTRIC & GAS COMPANY, each pursuant to due authority, have duly executed this First Amendment to Fee Agreement, all as of the date first above written.

LEXINGTON COUNTY, SOUTH CAROLINA

M. Todd Cullum
Chair of Lexington County Council

ATTEST:

By: _____
Diana W. Burnett
Clerk to Lexington County Council

SOUTH CAROLINA ELECTRIC & GAS COMPANY

By: _____

Name: _____

Title: _____

EXHIBIT A
DESCRIPTION OF LAND

(1) Tax Map Number: 005799-01-021

All those certain pieces, parcels, lots or tracts of land, together with improvements thereon containing an aggregate of 12.19 acres, more or less, situate, lying and being in the State of South Carolina, County of Lexington, and described as Parcel A, containing 11.30 acres, and Parcel B, containing 0.89 acres on that plat prepared for South Carolina Electric & Gas, Co. by Associated E & S, Inc. dated June 11, 2001, and recorded in Book 6627 at Page 86 in the Office of the Register of Deeds for Lexington County, SC; said tracts having such boundaries and measurements as shown on said plat.

This being a portion of that property conveyed to Grantor by deed from Edmund R. Taylor dated August 30, 2001 and recorded September 5, 2001 in Book 6627 at Page 84, in the Office of the Register of Deeds for Lexington County, SC.

(2) Tax Map Number: 005800-02-002

All those certain pieces, parcels, lots or tracts of land, together with improvements thereon, situate, lying and being in the State of South Carolina, County of Lexington, containing 49 acres more or less, being a portion of Tract C on that plat prepared for South Carolina Electric & Gas Company by Associated Engineers and Surveyors dated December 16, 1988, and recorded in Plat Book 233 at Page 132 in the Office of Register of Deeds for Lexington County, SC. Said parcel consists of the western portion of the above Tract C and includes of all that property bounded on the north by lands now or formerly of SMI Steel and River Bluff Estates Subdivision, on the east by lands now or formerly of the South Department of Transportation and the South Carolina Department of Natural Resources, on the south by Old Taylor Road, and on the west by lands formerly of Shockley and Taylor, now South Carolina Electric & Gas Company.

This being a portion of the property conveyed to SCE&G by deed of Energy Subsidiary, Inc., dated December 31, 1978, recorded February 9, 1979 in the RMC Office of Lexington County in Record Book 318 at page 30 (1/2 undivided interest); and by deed of Otarre Development Company, dated December 31, 1978, recorded February 9, 1979 in the RMC Office of Lexington County in Record Book 318 at page 26 (1/2 undivided interest).

(3) Tax Map Number: 005799-01-023

All those certain pieces, parcels, lots or tracts of land, together with improvements thereon containing 13.81 acres, more or less, situate, lying and being in the State of South Carolina, County of Lexington, and described as the Northeastern corner of the intersection of 12th Street Extension and Taylor Road, as shown on a plat prepared for South Carolina Electric & Gas Co.

by Associated E & S, Inc. dated July 11, 2002 recorded in Plat Book 7398 at Page 269, Lexington County records. The metes and boundaries of that parcel are shown on said plat and they are incorporated herein by reference.

This being a portion of that property conveyed to Grantor by deed from John S. Shockley and Ellen Shockley dated May 14, 2002 and recorded August 12, 2002 in Book 7405 at Page 120, in the Office of the Register of Deeds for Lexington County, SC.

ORDINANCE NO. 05-11

**AN ORDINANCE TO AMEND ORDINANCE NO. _____
AS AMENDED BY SUBSEQUENT ORDINANCES
RELATING TO THE JOINT COUNTY INDUSTRIAL PARK
OF LEXINGTON AND CALHOUN COUNTIES SO AS TO
ENLARGE THE PARK.**

WHEREAS, pursuant to Ordinance No. _____ enacted _____, _____ by Lexington County Council, Lexington County entered into an agreement for development of a joint county industrial and business park dated as of _____, _____ with Calhoun County (the "Original Agreement"), which Original Agreement was amended, pursuant to the authority contained in subsequent Ordinances enacted by Lexington County Council for Amendments to the Original Agreement (collectively referred to as the "Park Agreement"); and

WHEREAS, pursuant to Section _____ of the Park Agreement, the boundaries of the park created therein (the "Park") may be enlarged pursuant to ordinances of the respective County Councils of Calhoun County and Lexington County; and

WHEREAS, it is now desired that the boundaries of the Park be enlarged; and

WHEREAS, the expansion of the Park shall include certain tracts of real estate described in the schedule attached to this Ordinance (as such description may be hereafter refined) ("Property") which are located within the City of Cayce, South Carolina ("Cayce"); and

WHEREAS, pursuant to S.C. Code Ann. § 4-1-170(c), Cayce must consent to the placement of such Property in the Park; and

WHEREAS, the County and Cayce desire to enter into an agreement delineating the division of revenues in the Park generated by the Property ("Agreement").

NOW, THEREFORE be it ordained by Lexington County Council that:

(1) The Park Agreement is hereby and shall be amended to include the Property and that the Chairman of Lexington County Council is hereby authorized to execute and deliver any desired amendments to the Park Agreement necessary to accomplish the within enlargement.

(2) That the Agreement Concerning Distribution of Fee-in-Lieu of Taxes for South Carolina Electric & Gas Company, shall be entered into by the County and that the Chairman of Lexington County Council is hereby authorized to execute and deliver said agreement in substantially the same form as is now before Council.

DONE in meeting duly assembled this ____ day of _____, 2005.

LEXINGTON COUNTY, SOUTH CAROLINA

(SEAL)

By. _____
M. Todd Cullum, Chairman of County Council
Lexington County, South Carolina

ATTEST:

By: _____
Diana W. Burnett, Clerk to County Council
Lexington County, South Carolina
First Reading: _____
Second Reading: _____
Third Reading: _____
Public Reading: _____

EXHIBIT A

LAND DESCRIPTION

LEXINGTON COUNTY

(1) **Tax Map Number:** 005799-01-021

All those certain pieces, parcels, lots or tracts of land, together with improvements thereon containing an aggregate of 12.19 acres, more or less, situate, lying and being in the State of South Carolina, County of Lexington, and described as Parcel A, containing 11.30 acres, and Parcel B, containing 0.89 acres on that plat prepared for South Carolina Electric & Gas, Co. by Associated E & S, Inc. dated June 11, 2001, and recorded in Book 6627 at Page 86 in the Office of the Register of Deeds for Lexington County, SC; said tracts having such boundaries and measurements as shown on said plat.

This being a portion of that property conveyed to Grantor by deed from Edmund R. Taylor dated August 30, 2001 and recorded September 5, 2001 in Book 6627 at Page 84, in the Office of the Register of Deeds for Lexington County, SC.

(2) **Tax Map Number:** 005800-02-002

All those certain pieces, parcels, lots or tracts of land, together with improvements thereon, situate, lying and being in the State of South Carolina, County of Lexington, containing 49 acres more or less, being a portion of Tract C on that plat prepared for South Carolina Electric & Gas Company by Associated Engineers and Surveyors dated December 16, 1988, and recorded in Plat Book 233 at Page 132 in the Office of Register of Deeds for Lexington County, SC. Said parcel consists of the western portion of the above Tract C and includes of all that property bounded on the north by lands now or formerly of SMI Steel and River Bluff Estates Subdivision, on the east by lands now or formerly of the South Department of Transportation and the South Carolina Department of Natural Resources, on the south by Old Taylor Road, and on the west by lands formerly of Shockley and Taylor, now South Carolina Electric & Gas Company.

This being a portion of the property conveyed to SCE&G by deed of Energy Subsidiary, Inc., dated December 31, 1978, recorded February 9, 1979 in the RMC Office of Lexington County in Record Book 318 at page 30 (1/2 undivided interest); and by deed of Otarre Development Company, dated December 31, 1978, recorded February 9, 1979 in the RMC Office of Lexington County in Record Book 318 at page 26 (1/2 undivided interest).

(3) **Tax Map Number:** 005799-01-023

All those certain pieces, parcels, lots or tracts of land, together with improvements

thereon containing 13.81 acres, more or less, situate, lying and being in the State of South Carolina, County of Lexington, and described as the Northeastern corner of the intersection of 12th Street Extension and Taylor Road, as shown on a plat prepared for South Carolina Electric & Gas Co. by Associated E & S, Inc. dated July 11, 2002 recorded in Plat Book 7398 at Page 269, Lexington County records. The metes and boundaries of that parcel are shown on said plat and they are incorporated herein by reference.

This being a portion of that property conveyed to Grantor by deed from John S. Shockley and Ellen Shockley dated May 14, 2002 and recorded August 12, 2002 in Book 7405 at Page 120, in the Office of the Register of Deeds for Lexington County, SC.

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

_____ AMENDMENT OF AGREEMENT
OF JOINT COUNTY INDUSTRIAL PARK
OF LEXINGTON AND CALHOUN
COUNTIES

THIS AGREEMENT for the _____ amendment of an agreement for the development of a joint county industrial park located within Lexington County, South Carolina, and Calhoun County, South Carolina, dated _____, _____, by and between the County of Lexington and the County of Calhoun all political subdivisions of the State of South Carolina (the "Agreement"), as previously amended, is made and entered into as of this ____ day of _____, 2005 by and between the parties hereto (the "_____ Amended Agreement").

RECITALS

WHEREAS, pursuant to the Agreement, Lexington County, South Carolina ("Lexington County") and Calhoun County, South Carolina ("Calhoun County"), have determined that, in order to promote economic development and thus provide additional employment opportunities within both of said counties, there has been established in Lexington County and Calhoun County a Joint County Industrial Park (the "Park"); and

WHEREAS, as a consequence of the establishment of the Park, property therein is exempt from ad valorem taxation, but the owners or lessees of such property are required to pay annual fees in an amount equal to that amount for which such owner or lessee would be liable except for such exemption or as otherwise agreed pursuant to applicable laws; and

WHEREAS, pursuant to the Agreement, Lexington County and Calhoun County have agreed to accept responsibility for the costs of infrastructure, maintenance, management, promotional costs, and other appropriate costs associated with the establishment and operation of the Park; and

WHEREAS, Lexington County and Calhoun County desire to amend the Agreement, as previously amended, by this _____ Amended Agreement as more specifically provided below;

NOW, THEREFORE, in consideration of the mutual agreement, representation and benefits contained in this Agreement and for other good and valuable consideration, the receipt of which is hereby acknowledged, the parties hereby agree as follows.

1. **Binding Agreement.** This _____ Amended Agreement serves as a written instrument setting forth the entire agreement between the parties and shall be binding on Lexington County and Calhoun County, their successors and assigns

2. **Authorization.** Article VIII, Section 13(d), of the Constitution of South Carolina (the "Constitution") provides that counties may jointly develop an industrial or business park with other counties within the geographical boundaries of one or more of the member counties, provided that certain conditions specified therein are met and further provided that the General Assembly of the State of South Carolina provides by law a means by which the value of property in such park will be considered for purposes of bonded indebtedness of political subdivisions and school districts and for purposes of computing the index of taxpaying ability for school districts. Section 4-1-170, Code of Laws of South Carolina, 1976, as amended ("Section 4-1-170"), satisfies the conditions imposed by Article VIII, Section 13(d), of the Constitution and provides the statutory vehicle whereby a joint county industrial park may be created.

3. _____ **Amendment to the Agreement.** As of the date of this _____ Amended Agreement, the Agreement, as previously amended, is hereby further amended, in accordance with Section _____ of the Agreement, so as to expand the Park premises in Lexington County by the addition of three (3) tracts of real estate, said real estate comprising a project which is subject to a fee-in-lieu agreement between Lexington County and South Carolina Electric & Gas Company dated December 20, 2002, and amended _____, 2005. Said tracts are described on Exhibit A attached hereto, the description of which may be clarified by agreement of the parties.

4. **Severability.** In the event and to the extent (and only to the extent) that any provision or any part of a provision of this _____ Amended Agreement shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable the remainder of that provision or any other provision or part of a provision of this _____ Amended Agreement.

5. **Termination.** All other terms and conditions of the Agreement as previously amended shall remain in full force in effect.

6. **Execution in Counterparts.** This agreement may be executed in any number of counterparts with the same effect as if all the parties had signed the same document.

WITNESS our hands and seals this _____ day of _____, 2005.

[SIGNATURES ON FOLLOWING PAGES]

**EXECUTION PAGE
TO**

_____ AMENDMENT OF AGREEMENT FOR JOINT COUNTY INDUSTRIAL
PARK

LEXINGTON COUNTY COUNCIL.

By: _____
M Todd Cullum, Chairman of County Council
Lexington County, South Carolina

By: _____
Diana W. Burnett, Clerk to County Council
Lexington County, South Carolina

EXECUTION PAGE
TO

_____ AMENDMENT OF AGREEMENT FOR JOINT COUNTY INDUSTRIAL
PARK

CALHOUN COUNTY COUNCIL:

By: _____
David K. Summers, Jr., Chairman of County Council
Calhoun County, South Carolina

ATTEST:

By: _____
Donna R. Allread, Clerk, County Council
Calhoun County, South Carolina

EXHIBIT A
LAND DESCRIPTION
LEXINGTON COUNTY

(1) **Tax Map Number:** 005799-01-021

All those certain pieces, parcels, lots or tracts of land, together with improvements thereon containing an aggregate of 12.19 acres, more or less, situate, lying and being in the State of South Carolina, County of Lexington, and described as Parcel A, containing 11.30 acres, and Parcel B, containing 0.89 acres on that plat prepared for South Carolina Electric & Gas, Co. by Associated E & S, Inc. dated June 11, 2001, and recorded in Book 6627 at Page 86 in the Office of the Register of Deeds for Lexington County, SC; said tracts having such boundaries and measurements as shown on said plat.

This being a portion of that property conveyed to Grantor by deed from Edmund R. Taylor dated August 30, 2001 and recorded September 5, 2001 in Book 6627 at Page 84, in the Office of the Register of Deeds for Lexington County, SC.

(2) **Tax Map Number:** 005800-02-002

All those certain pieces, parcels, lots or tracts of land, together with improvements thereon, situate, lying and being in the State of South Carolina, County of Lexington, containing 49 acres more or less, being a portion of Tract C on that plat prepared for South Carolina Electric & Gas Company by Associated Engineers and Surveyors dated December 16, 1988, and recorded in Plat Book 233 at Page 132 in the Office of Register of Deeds for Lexington County, SC. Said parcel consists of the western portion of the above Tract C and includes of all that property bounded on the north by lands now or formerly of SMI Steel and River Bluff Estates Subdivision, on the east by lands now or formerly of the South Department of Transportation and the South Carolina Department of Natural Resources, on the south by Old Taylor Road, and on the west by lands formerly of Shockley and Taylor, now South Carolina Electric & Gas Company.

This being a portion of the property conveyed to SCE&G by deed of Energy Subsidiary, Inc., dated December 31, 1978, recorded February 9, 1979 in the RMC Office of Lexington County in Record Book 318 at page 30 (1/2 undivided interest), and by deed of Otarre Development Company, dated December 31, 1978, recorded February 9, 1979 in the RMC Office of Lexington County in Record Book 318 at page 26 (1/2 undivided interest).

(3) **Tax Map Number:** 005799-01-023

All those certain pieces, parcels, lots or tracts of land, together with improvements thereon containing 13.81 acres, more or less, situate, lying and being in the State of South Carolina, County of Lexington, and described as the Northeastern corner of the intersection of 12th Street Extension and Taylor Road, as shown on a plat prepared for South Carolina Electric & Gas Co. by Associated E & S, Inc. dated July 11, 2002 recorded in Plat Book 7398 at Page 269, Lexington County records. The metes and boundaries of that parcel are shown on said plat and they are incorporated herein by reference.

This being a portion of that property conveyed to Grantor by deed from John S. Shockley and Ellen Shockley dated May 14, 2002 and recorded August 12, 2002 in Book 7405 at Page 120, in the Office of the Register of Deeds for Lexington County, SC.

STATE OF SOUTH CAROLINA)
)
COUNTY OF LEXINGTON)

ORDINANCE 05-12

ORDINANCE APPROVING THE AMENDMENT TO, AND ASSIGNMENT OF CERTAIN INTERESTS OF HONEYWELL NYLON LLC IN, THE FILOT LEASE AGREEMENT, INDUCEMENT AGREEMENT AND MILLAGE RATE AGREEMENT, AND MEMORANDUM OF LEASE AGREEMENT.

WHEREAS, Honeywell International Inc., formerly known as AlliedSignal Inc. (“Honeywell International”), entered into a certain fee-in-lieu of taxes transaction with Lexington County, South Carolina (the “County”), wherein and whereby in 1997 Honeywell International transferred by deed certain real estate improvements (the “Real Property”) and by bill of sale certain machinery, apparatus, equipment, furnishings and other personal property (the “Personal Property”) to the County to be used in connection with a manufacturing facility located in the County; and

WHEREAS, the County, in connection with that transaction, entered into the following agreements: (1) an Inducement Agreement and Millage Rate Agreement dated June 18, 1997, between the County and Honeywell International (the “Inducement Agreement”); (2) a Lease Agreement between itself and Honeywell International wherein the County leased to Honeywell International the Real Property and Personal Property as more fully set forth therein (the “FILOT Lease Agreement”); and (3) a Memorandum of Lease Agreement dated July 22, 1997 between the County and Honeywell International (the “MOL”); and

WHEREAS, pursuant to a Resolution of the County Council approving the Assignment of Certain Interests of Honeywell International Inc. in FILOT Lease Agreement, Inducement Agreement and Millage Rate Agreement and Memorandum of Lease Agreement all of the rights, title, interests and obligations of Honeywell International in, to and under: (i) the FILOT Lease Agreement (including without limitation any and all reconveyance rights under the FILOT Lease Agreement in and to the Real Property and the Personal Property); (ii) the Inducement Agreement; and (iii) the MOL (collectively, the “FILOT Documents”) were assigned to Honeywell Nylon Inc., an affiliate of Honeywell International; and

WHEREAS, effective June 20, 2004, Honeywell Nylon Inc. was merged into Honeywell Nylon LLC, a Delaware limited liability company, an affiliate of Honeywell Nylon Inc.; and

WHEREAS, by Resolution Approving the Second Amendment to Memorandum of Lease Agreement and Consent, Lexington County Council consented to the merger of Honeywell Nylon Inc. into Honeywell Nylon LLC and approved the form of the Second Amendment to Memorandum of Lease Agreement and Consent which was recorded in the county real estate records; and

WHEREAS, Honeywell Nylon LLC (the “Company”) now desires to assign the FILOT Documents to Shaw Industries Group, Inc. (“Shaw”); and

WHEREAS, Shaw agrees to assume the obligations under the FILOT Documents accruing from and after the date of assignment and further desires to amend the FILOT Documents to provide that the FILOT Documents may be assigned to an entity directly owned, or controlled by Shaw, without the consent of the County, provided Shaw shall remain liable for all obligations under the FILOT Documents; and

WHEREAS, the Company and Shaw propose to enter into a certain Amendment to Assignment of Certain Interests of Honeywell Nylon LLC in the FILOT Lease Agreement, Inducement Agreement and Millage Rate Agreement, and Memorandum of Lease Agreement (the "Amendment and Assignment"), such documents evidencing the amendment and assignment of the FILOT Documents; and

WHEREAS, the County has considered the requests by the Company and Shaw and has found and determined that: approval of such request is anticipated to benefit the general public welfare of the County by continuing and/or providing services and employment and other public benefits not otherwise adequately provided locally, the Amendment and Assignment will not give rise to any pecuniary liability of the County or incorporate a municipality or any charge against its general creditor or taxing power; the purposes to be accomplished by the amendment and assignment of proper governmental public purposes or the benefits of the approval of the amendment to public or greater and the cost to the public.

NOW, THEREFORE, BE IT ORDAINED by the County Council in meeting duly assembled as follows:

Section 1. The County hereby specifically approves the Amendment and Assignment.

Section 2. The form, terms and provisions of the Amendment and Assignment which is before this meeting and filed with the Clerk to Council are hereby approved and all the terms, provisions, and conditions are hereby incorporated herein by reference as if the Amendment and Assignment was set out in this Ordinance in its entirety. The County Council and the County Administrator be, and they hereby are, authorized and empowered to execute and acknowledge delivery of the Amendment and Assignment to the Company and/or Shaw, as the case may be. The Amendment and Assignment is to be in substantially the form now or before this meeting hereby approved, along with such changes as shall be approved by the officials of the County executing the same, their execution thereof to constitute conclusive evidence of their approval to any and all changes and revisions therein from the form of the Amendment and Assignment now before this meeting.

Section 3. The Chair of County Council, the County Administrator and the Clerk to 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 Amendment and Assignment and the performance of all obligations of the County under and pursue the Amendment and Assignment

Section4. The consummation of all transactions contemplated by the Amendment and Assignment is hereby approved.

Section5. This Ordinance shall be construed and interpreted in accordance with the laws of the State of South Carolina.

Section6. The provisions of this Ordinance are hereby declared to be separable and if any section, phrase or provision shall for any reason be declared by a court of competent jurisdiction be invalid or enforceable, such declaration shall not affect the validity of the remainder of the sections, phrases and provisions herein.

Section7 All orders, resolutions, ordinances and parts thereof, in conflict herewith, are to the extent of such conflict, hereby repealed and this Ordinance shall take effect and be in full force from and after its passage and approval.

DONE AND PASSED this _____ day of _____, 2005.

LEXINGTON COUNTY, SOUTH CAROLINA

By: _____

Its: _____

Name: _____

Attested by:

Clerk to County Council
Lexington County, SC

First Reading: _____, 2005

Second Reading: _____, 2005

Public Hearing: _____, 2005

Third Reading: _____, 2005

STATE OF SOUTH CAROLINA)
)
COUNTY OF LEXINGTON)

**AMENDMENT TO, AND ASSIGNMENT OF CERTAIN INTERESTS OF
HONEYWELL NYLON LLC IN, THE FILOT LEASE AGREEMENT, INDUCEMENT
AGREEMENT AND MILLAGE RATE AGREEMENT, AND MEMORANDUM OF
LEASE AGREEMENT**

THIS AMENDMENT AND ASSIGNMENT is made as of this ____ day of _____, 2005, by Honeywell Nylon LLC, a Delaware limited liability company (the "Assignor") and Shaw Industries Group, Inc., a Georgia corporation (the "Assignee").

WHEREAS, AlliedSignal Inc. ("Allied Signal") entered into a certain fee-in-lieu of taxes transaction with Lexington County, South Carolina ("County"), wherein and whereby in 1997 AlliedSignal transferred by deed certain real estate improvements (the "Real Property") and by bill of sale certain machinery, apparatus, equipment, furnishings and other personal property (the "Personal Property") to the County to be used in connection with a manufacturing facility located in the County; and

WHEREAS, County, in connection with that transaction, entered into the following agreements: (1) an Inducement Agreement and Millage Rate Agreement dated June 18, 1997, between the County and AlliedSignal (the "Inducement Agreement"); (2) a Lease Agreement between itself and AlliedSignal wherein the County leased to AlliedSignal the Real Property and Personal Property as more fully set forth therein (the "FILOT Lease Agreement"); and (3) a Memorandum of Lease Agreement dated July 22, 1997 between the County and AlliedSignal recorded in deed book 4255 at page 263 in the Lexington County Register of Deeds Office (the "Original MOL") (the Inducement Agreement, the FILOT Agreement, the Memorandum of Lease Agreement (as hereinafter defined) and other related documents, as amended and assigned, shall be referenced herein collectively, as the "FILOT Documents"); and

WHEREAS, pursuant to a Certificate of Ownership and Merger of Honeywell International Inc. with and into AlliedSignal dated December 1, 1999 (the "Certificate"), Honeywell International Inc. merged with AlliedSignal, with AlliedSignal being the surviving corporation in the merger; and

WHEREAS, pursuant to the Certificate, AlliedSignal changed its name from AlliedSignal to Honeywell International Inc.; and

WHEREAS, pursuant to a certain Assignment of Certain Interests of Honeywell International Inc. in FILOT Lease Agreement, Inducement Agreement and Millage Rate Agreement, and Memorandum of Lease Agreement, Honeywell International Inc. did assign to Honeywell Nylon Inc. all its right, title, interests and obligations of Honeywell International Inc. into and under the FILOT documents (the "Assigned Interests"); and

WHEREAS, the County evidenced its consent by the certain Amendment to Memorandum of Lease Agreement dated as of January 1, 2004 and recorded in deed book 8945 at page 69 in the Lexington County Register of Deeds office (the "Amended MOL"); and

WHEREAS, effective June 20, 2004, Honeywell Nylon Inc. merged into Honeywell Nylon LLC which merger was consented to by the County; and

WHEREAS, pursuant to a Second Amendment to Memorandum of Lease Agreement and Consent dated as of June 30, 2004 and recorded in book 9542 at page 247 in the Lexington County Register of Deeds office (the "Second Amended MOL"), the County consented to the merger of Honeywell Nylon Inc. into Honeywell Nylon LLC (collectively, the Original MOL, the Amended MOL and the Second Amended MOL are referenced herein as the "Memorandum of Lease Agreement"); and

WHEREAS, Assignor now wishes to transfer and assign to Assignee all of the rights, title, interests and obligations of Assignor in, to and under the FILOT Documents (including without limitation any and all reconveyance rights under the FILOT Lease Agreement in and to the Real Property and the Personal Property); and

WHEREAS, Assignee wishes to accept and assume the Assigned Interests, with the consent of County; and

WHEREAS, Assignee desires to amend the FILOT Documents to provide that Assignee may assign the Assigned Interests to an entity directly owned or controlled by Assignee, without the consent of the County, provided that Assignee will remain liable for all obligations under the FILOT Documents; and

WHEREAS, the FILOT Documents are still in full force and effect.

NOW, THEREFORE, FOR VALUE RECEIVED, for and in consideration of those representations and agreements and covenants hereinafter contained and for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Assignor, Assignee and the County agree as follows:

1. Recitals: The recitals above are true and correct and are incorporated herein by reference.
2. Assignment. Assignor hereby sells, conveys, transfers and assigns to the Assignee, its successors and assigns the Assigned Interests effective as of _____, 2005.
3. Assumption. Assignee hereby assumes and agrees to pay, perform and discharge when due all liabilities and obligations of Assignor under the Assigned Interests accruing from and after the date hereof and Assignor is hereby released from all of its obligations to the County under the Assigned Interests accruing from and after the date hereof.

4. Future Assignment. The County, Assignor and Assignee agree that the FILOT Documents are hereby amended to provide that the Assignee, without consent of the County, may assign the Assigned Interests to an entity directly owned or controlled by Assignee; provided, however, that Assignee remains liable for all obligations under the FILOT Documents.
5. County Consent. The County, by executing this Assignment agrees to the Assignment of the Assigned Interests, the assumption by Assignee of the Assigned Interests, and the release of all of Assignor's obligations under the Assigned Interests as aforesaid.
6. Reporting. Assignee agrees to be responsible for notifying the South Carolina Department of Revenue and the appropriate officials of Lexington County and Calhoun County of this Assignment.
7. Additional and/or Replacement Property. To the extent Assignee places additional and/or replacement personal property into service in the County, subsequent to the date hereof such that said additional personal property becomes subject to the FILOT Lease Agreement pursuant to the terms thereof, it is the intention of Assignor and Assignee that such additional personal property shall be deemed to be automatically assigned, conveyed, transferred, and assigned to the County without further action by either party hereto if such additional personal property is deemed replacement or substitution property pursuant to the terms of the FILOT Lease Agreement.
8. Notice. From and after the effective date any and all notices required to be given to Assignee pursuant to the FILOT Documents, as amended by this Amendment and Assignment, shall be delivered to the Assignee at the following address:

Shaw Industries Group, Inc.
PO Drawer 2128
616 East Walnut Avenue
Dalton, Georgia 30722-2128
Attention: Frederick L. Hooper, III, Esquire

With a copy to.

Shaw Industries Group, Inc.
PO Drawer 2128
616 East Walnut Avenue
Dalton, Georgia 30722-2128
Attention: Director of Corporate Assets

9. Ordinance. This Amendment and Assignment is made and executed as provided in the FILOT Lease Agreement and in Title 4 Chapter 12, Code of Laws of South Carolina 1976, as amended (the "Act") and as provided in the County Ordinance appended hereto as Exhibit A.

10. Executed Counterparts. This document may be signed in any number of executed counterparts, each of which shall be an original, with the same effect as if the signatures hereto and thereto were upon the same instrument.

11. Full Force and Effect. Except as otherwise provided herein, all provisions of the FILOT Documents shall remain in full force and effect

IN WITNESS WHEREOF, Assignor, Assignee and the County have caused this Amendment and Assignment to be executed respectively by the duly authorized officer of Assignor, by the duly authorized officer of Assignee and by the Chairman of County Council as of the date first written above.

WITNESSES

ASSIGNOR:
HONEYWELL NYLON LLC

Witness No. 1

By: _____

Its:

Witness No. 2

ASSIGNEE:
SHAW INDUSTRIES GROUP, INC.

Witness No. 1

By: _____

Its:

Witness No. 2

LEXINGTON COUNTY, SOUTH
CAROLINA

Witness No. 1

By: _____

Chairman, County Council of
Lexington County, South Carolina

Witness No. 2

ATTEST:

Clerk, Lexington County Council

Exhibit A

Copy of Lexington County Ordinance as to Amendment and Assignment

COMMITTEE REPORT

RE: Zoning Map Amendment M05-07

DATE: September 28, 2005

COMMITTEE: Planning & Administration

MAJORITY REPORT: Yes

The Planning and Administration Committee convened on Tuesday, September 27, 2005 to discuss Zoning Map Amendment M05-07. The applicant, Donovan Harrison, requested that 2261 North Lake Drive (TMS# 2696-02-006) be reclassified from Neighborhood Commercial (C1) to General Commercial (C2).

Mr. Donvan indicated on the submitted application that "we are going to cook barbeque on a charcoal cooker and need to construct a building to house the cooker under DHEC regulations. Current zoning will not allow expansion of activity since it is not allowed in C1 zoning."

A public hearing was held on August 23, 2005, at which time no one spoke in opposition to the request.

The Planning Commission considered the application on September 15, 2005 and voted unanimously to recommend that the request be approved.

It is the recommendation of the Planning and Administration Committee that Council proceed with second reading of Zoning Map Amendment M05-07.



COUNTY OF LEXINGTON, SOUTH CAROLINA

Department of Community Development
County Administration Building (803) 785-8121
212 South Lake Drive Lexington, South Carolina 29072

ZONING MAP AMENDMENT APPLICATION # M05-07

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

2261 North Lake Dr., Columbia 29212 TMS# 2696-02-006

Zoning classifications Neighborhood Commercial (C1) General Commercial (C2)
(current) (proposed)

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

We are going to cook barbeque on a charcoal cooker and need construct building to house cooker under
DHEC regulations. Current zoning will not allow expansion of activity since it is not allowed in C1 zoning.

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

Date 06-13-05

Signature [Handwritten Signature]

(X) Owner?
() Agent?

Name(print) Donovan Harrison

Address 243 Shoreline Dr.

Telephone # 803-781-1958

Columbia, SC 29212

- 1. 6/13/05 Application Received
2. 6/13/05 Fee Received
3. 8/4/05 Newspaper Advertisement
4. 8/8/05 Property Posted
5. 8/12/05 Notices Sent

9/15/05 Planning Commission Recommendation 6-0 Approval

7/12/05 First Reading 8/13/05 Public Hearing / / Second Reading / / Third Reading

Results



STAFF SUMMARY ZONING MAP AMENDMENT #M05-07

Description of the Amendment: This map amendment request is for a change in zoning classification from “Neighborhood Commercial(C1)” to “General Commercial(C2).”

Character of the Area: There is a mix of residential(single family and condominiums in the area) with a gas station at the corner of River Dr. and North Lake Dr.

Zoning History: This property is in the Dutch Fork Planning Area zoned in 1971/1974. Over the years there have been approximately ten(10) map amendment requests in the immediate area .

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 ("care giver" as defined by the South Carolina Department of Social Services) who is not a resident of the dwelling unit.

21.30 Permitted Uses by District

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

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

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

21.31 Chart of Permitted Activities by District

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



RI	R2	R3	D	RA	RD	EC	CE	CE2	ID	LR	ACTIVITIES
					XX	XX	XX	XX	XX	XX	Administrative Offices
					XX		XX	XX	XX	XX	Advertising Signs
				XX	XX	XX	XX	XX	XX	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	XX	XX	Child or Adult Day Care							
XX	XX	XX	Churches								
					XX				XX	XX	Communication Towers
XX	XX	XX	XX	XX	XX				XX	XX	Community Education
					XX				XX	XX	Construction Services

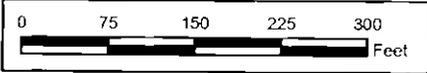
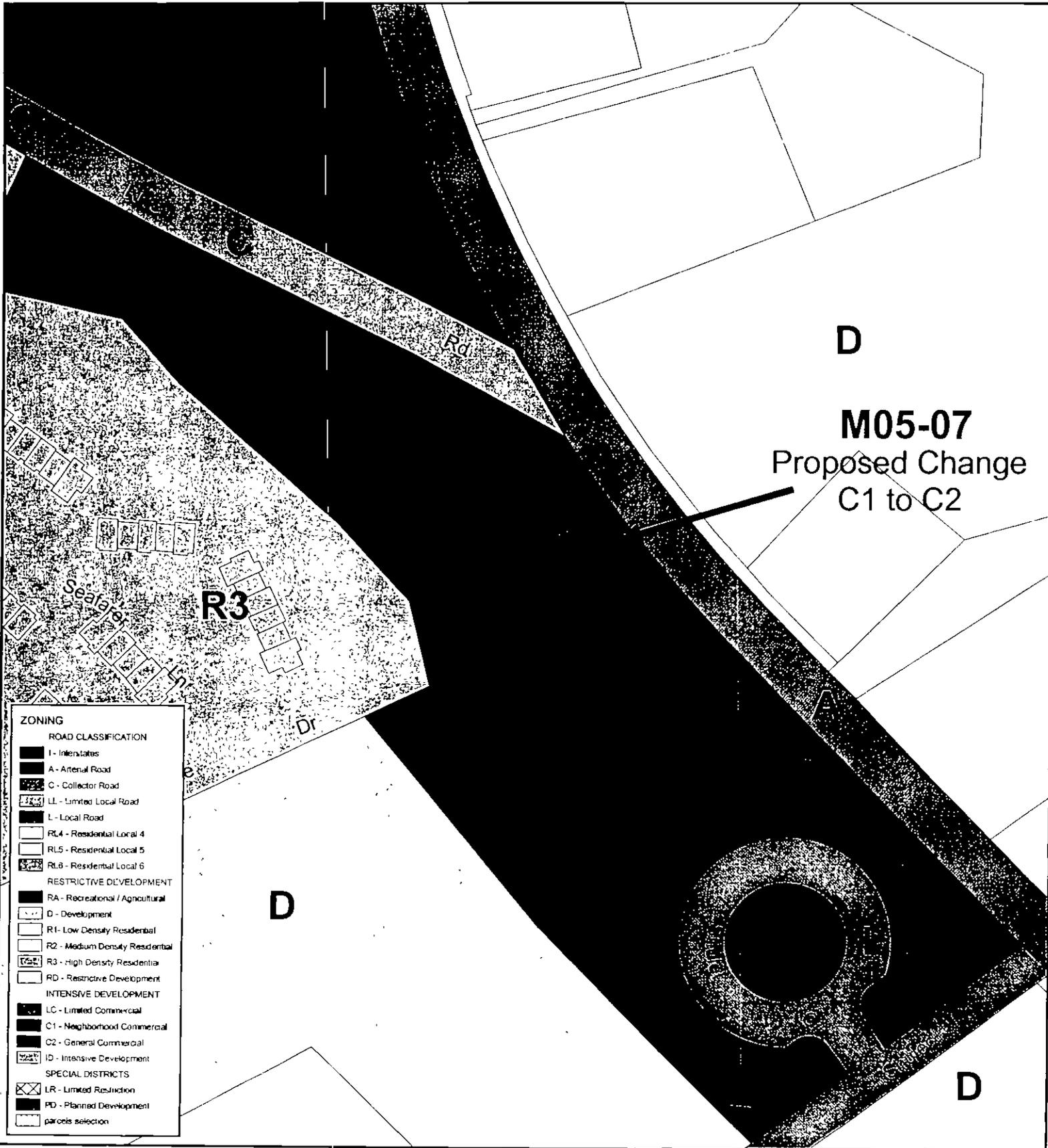


R1	R2	R3	D	RA	RD	UC	C1	C2	ID	ER	ACTIVITIES
			XX	XX	XX				XX	XX	Crops
					XX				XX	XX	Detention Centers
XX	XX	XX	XX	XX	XX	XX	XX	XX	XX	XX	Essential Services (Limited)
	XX	XX	XX	XX	XX			XX	XX	XX	Essential Services (Extensive)
				XX	XX			XX	XX	XX	Food Services
					XX			XX	XX	XX	General Repair and Maintenance Services
					XX		XX	XX	XX	XX	General Retail (Limited)
					XX			XX	XX	XX	General Retail (Extensive)
XX#	XX#	XX#	XX#	XX	XX		XX	XX	XX	XX	Group Assembly (Limited)
				XX	XX			XX	XX	XX	Group Assembly (Intermediate)
					XX			XX	XX	XX	Group Assembly (Extensive)
		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



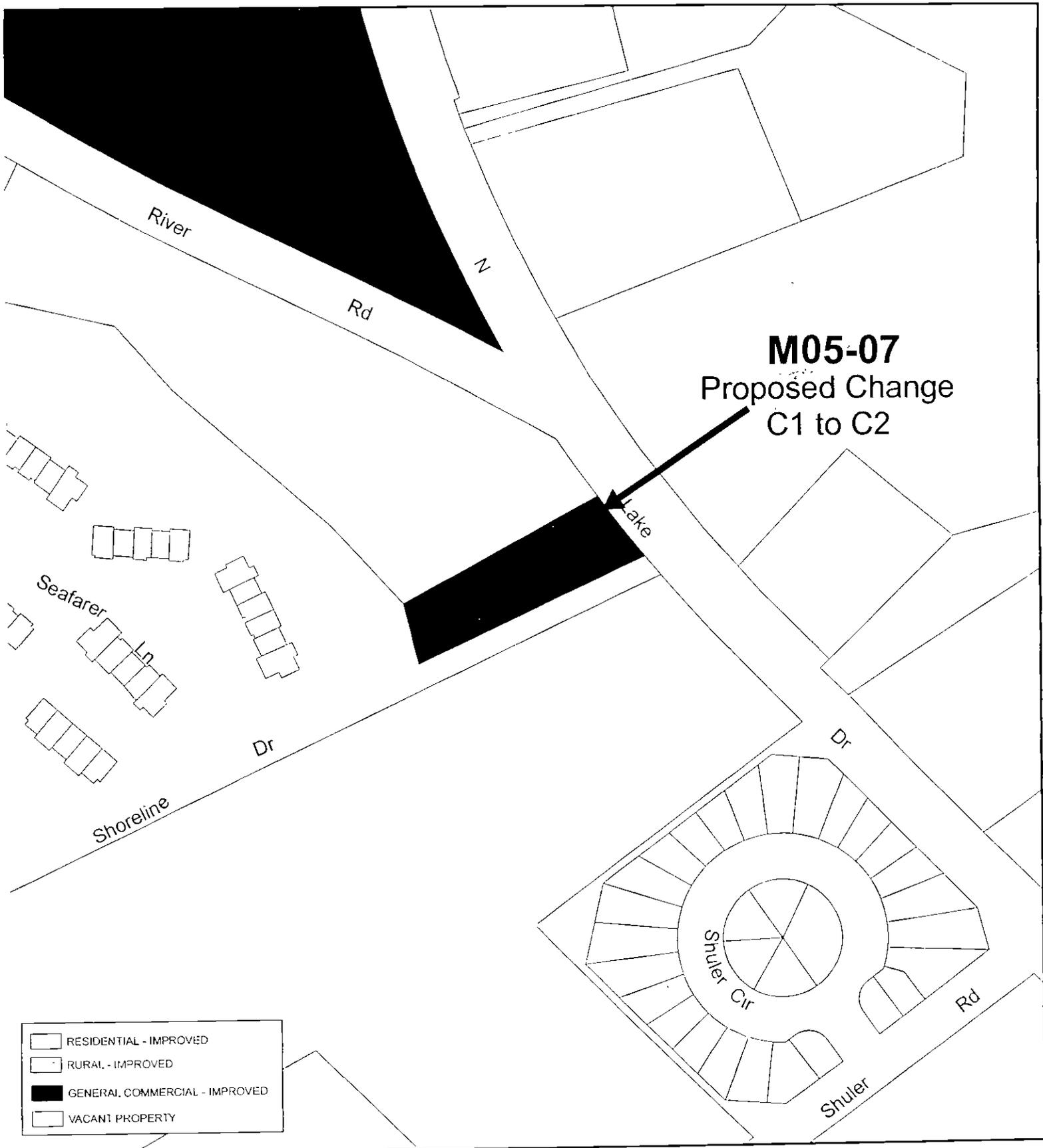
RT	R2	R3	LD	RA	RD	IC	C1	C2	ID	LR	ACTIVITIES
					XX				XX	XX	Salvage/Wrecking Yard
					XX				XX	XX	Scrap Operations
					XX		XX	XX	XX	XX	Business Parks
					XX			XX	XX	XX	Shopping Centers
					XX				XX	XX	Industrial Parks
					XX			XX	XX	XX	Towing and Impoundment Lot
					XX			XX	XX	XX	Trade Enterprises
					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	Veterinarian
					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.



Existing Zoning
Map Amendment # M05-07
TMS # 002696-02-006





Existing Landuse
Map Amendment # M05-07
TMS # 002696-02-006

Diana Burnett

From: Walt Mcpherson [wmcpherson@lex-co.com]
Sent: Thursday, September 01, 2005 9:41 AM
To: dburnett@lex-co.com
Subject: FW: Zoning Map Amendment # M05-07

M05-07

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

From: Danny Koon [mailto:Danny@schac.state.sc.us]
Sent: Thursday, September 01, 2005 9:21 AM
To: wmcpherson@lex-co.com
Subject: Zoning Map Amendment # M05-07

September 1, 2005

Mr. Walt McPherson, Zoning Administrator
County of Lexington, Community Development Office
212 South Lake Dr.
Lexington, SC 29072

Dear Mr. McPherson:

Thank you for speaking with me the other day regarding the proposed change in the zoning classification for property from "Neighborhood Commercial" (C1) to "General Commercial" (C-2) located at 2261 North Lake Dr., identified by TMS#2696-02-006.

As I mentioned over the phone, my parents Henry D. and Verta Koon live right across the road from the proposed change 2272 North Lake Dr. and my property, 2272 North Lake Dr., is also across the road from the location of the proposed change.

Please note that we are opposed to the change and I hope you will express this to the appropriate people.

We believe that the County of Lexington Zoning Department has properly classified the property in its current state of Neighborhood Commercial. Obviously, the area is mainly neighborhood and we do not desire the character of the neighborhood to change. Making an exception for one location could only add to other proposed changes and would also allow this property to change to an undesirable establishment should the current business change.

In addition, while I truly wish the best for the current business and hope that it is a success, and while I love BBQ, I do not want to smell the smoke from the BBQ pit on a constant basis. Currently the aroma of unpleasant greasy food does cross the road to our property and I just do not care to have BBQ smoke which would be produced on a more frequent basis to cross the road on a daily basis.

My family has been in Lexington County for 9 generations, and I am a life long resident of the County, I would be very grateful if the Lexington County Council would deny this request.

Sincerely,

Daniel H. Koon
Adjacent Property Owner

M05-07

September 1, 2005

Mr. Walt McPherson, Zoning Administrator
County of Lexington, Community Development Office
212 South Lake Dr.
Lexington, SC 29072

Dear Mr. McPherson:

Thank you for speaking with me the other day regarding the proposed change in the zoning classification for property from "Neighborhood Commercial" (C1) to "General Commercial" (C-2) located at 2261 North Lake Dr., identified by TMS#2696-02-006.

As I mentioned over the phone, my parents Henry D. and Verta Koon live right across the road from the proposed change at 2260 North Lake Dr. and my property, 2272 North Lake Dr., is also across the road from the location of the proposed change.

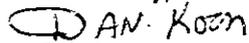
Please note that we are opposed to the change and I hope you will express this to the appropriate people.

We believe that the County of Lexington Zoning Department has properly classified the property in its current state of Neighborhood Commercial. Obviously, the area is mainly neighborhood and we do not desire the character of the neighborhood to change. Making an exception for one location could only add to other proposed changes and would also allow this property to change to an undesirable establishment should the current business change.

In addition, while I truly wish the best for the current business and hope that it is a success, and while I love BBQ, I do not want to smell the smoke from the BBQ pit on a constant basis. Currently the aroma of unpleasant greasy food does cross the road to our property and I just do not care to have BBQ smoke which would be produced on a more frequent basis to cross the road on a daily basis.

My family has been in Lexington County for 9 generations, and I am a life long resident of the County, I would be very grateful if the Lexington County Council would deny this request.

Sincerely,

 DAN. KOON

Daniel H. Koon

Adjacent Property Owner

COMMITTEE REPORT

RE: Walter P. Rawl & Sons, Inc. - Fire Hydrants

DATE: September 28, 2005

COMMITTEE: Economic Development

MAJORITY REPORT: Yes

Members of the Economic Development Committee convened on Tuesday, September 27, 2005 to discuss the possibility of assisting Walter P. Rawl & Sons, Inc. with costs associated with the installation of two (2) fire hydrants at 824 Fairview Road, Pelion, South Carolina 29123.

Mr. Ashley Rawl, Director of Sales, said Walter P. Rawl & Sons, Inc. is a major grower and packer of fresh vegetables that was started over 75 years ago by Ernestine and Walter P. Rawl. He said the company will be constructing a 78,000 square foot building that will be used for the processing and warehousing of fresh vegetables and will require the additional hydrants as part of the expansion process. The expansion will result in 25 new jobs.

Mr. Rawl submitted a proposal of \$24,475 for materials only from Fitts & Goodwin, a general contractor. The proposal includes the following materials:

<u>Quantity</u>	<u>Item</u>	<u>Material Cost</u>
1,260 LF	8" PVC C900 Pipe	\$10,458
1 EA	Backflow Preventer	2,675
1 EA	Backflow Preventer Pit	6,000
2 EA	Mueller 5 1/4 Hydrant	2,210
LS	Fittings	1,882
LS	Concrete	750
1 Set	Hydrant Protection	<u>500</u>
	TOTAL COST	\$24,475

The Committee voted to recommend that full Council approve the material cost of \$24,475 proposed by Fitts & Goodwin for the installation of two (2) fire hydrants at Walter P. Rawl & Sons, Inc. Funding will be provided from the Economic Development account.

Fitts & Goodwin

General Contractors

September 13, 2005

Mr. Allen Burns
Director, Economic Development
Lexington County
212 South Lake Drive, 6th Floor
Lexington, South Carolina 29072-3437

Subject: Fire Hydrant Cost- Walter P. Rawl & Sons, Inc.

Dear Mr. Burns:

Fitts & Goodwin is pleased to submit, as requested, a material cost estimate for installation of two new fire hydrants. The additional above ground hydrants are required as part of the upcoming process facility expansion.

The new fire hydrants, and the associated fire line, will be installed in accordance with the utility plan by Carlisle Associates, Inc. (Drawing C400 dated 8/15/05). The cost estimate breakdown, includes material only and excludes all labor and Engineering costs.

<u>Quantity</u>	<u>Item</u>	<u>Material Cost</u>
1,260 LF	8" PVC C900 Pipe	\$10,458.
1 EA.	Backflow Preventer	\$ 2,675.
1 EA.	Backflow Preventer Pit	\$ 6,000.
2 EA.	Mueller 5 1/4" Hydrant	\$ 2,210.
LS	Fittings	\$ 1,882.
LS	Concrete	\$ 750.
1 Set	Hydrant Protection	\$ 500.
		<u>\$24,475.</u>

Please do not hesitate to call if you have any questions,

Sincerely,

FITTS & GOODWIN

George S. Coulter, Jr.

George S. Coulter, Jr.

/sle

