

AGENDA
LEXINGTON COUNTY COUNCIL
Committee Meetings
Tuesday, May 9, 2006
Second Floor - County Administration Building
212 South Lake Drive, Lexington, SC 29072
Telephone - 803-785-8103 -- FAX 803-785-8101

3:45 p.m. - 3:50 p.m. - Planning and Administration

- (1) Library Services and Technology ACT (LSTA) Continuing Education Sub-Grant -
Library Services - Dan MacNeill, Director **A**
- (2) Old Business/New Business
- (3) Adjournment

3:50 p.m. - 3:55 p.m. - Public Works

- (1) Partial Legal Closure of Center Drive - Public Works - John Fechtel, Director **B**
- (2) Old Business/New Business
- (3) Adjournment

3:55 p.m. - 4:00 p.m. - Airport

- (1) Grant from SC Department of Commerce Aeronautics Commission - Katherine Doucett,
Human Resource Director **C**
- (2) Old Business/New Business
- (3) Adjournment

4:00 p.m. - 4:15 p.m. - Committee of the Whole

- (1) Proposed Service Districts for the Lexington County Joint Municipal Water and Sewer
Commission - Mr. Steve Mann, Assistant Manager
- (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

Public Works

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

Airport

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

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, May 9, 2006

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 D

- (1) Joshua daSilva Atria
- (2) Justin Nichols Atria
- (3) Kids Kamp
- (4) Ted O. McGee, Jr.

Appointments E

Bids/Purchases/RFPs

- (1) Computer Aided Dispatch (CAD) Software Interface Development - Sole Source -
Public Safety/EMS F
- (2) Bunker and Extrication Gear - Public Safety/Fire Service G
- (3) Firefighting Equipment and Supplies - Public Safety/Fire Service H
- (4) Surfacing Asphalt - Term Contract - Public Works I
- (5) Air Control Unit for Evidence Processing Lab - Sheriff's Department J
- (6) Renovations of Server Room - Sheriff's Department K

Chairman's Report

Administrator's Report

Approval of Minutes - Minutes of April 11, 2006 L

Zoning Amendments

- (1) Zoning Text Amendment T06-04 - Article 2 - Applications of Regulations;
Buffering Restrictions - Announcement of 1st Reading **M**

Committee Reports

Planning & Administration, J. Owens, Chairman

- (1) Community Development Block Grant (CDBG) Program 2006-2007 Annual Action Plan -
Community Development **N**
- (2) Help America Vote Act (HAVA) & Election Assistance for Individuals With Disabilities
(EAIID) Grant - Registration and Elections **O**

Justice, S. Davis, Chairman

- (1) Memorandum of Understanding - Sheriff's Department **P**

Public Works, B. Derrick, Chairman

- (1) Low Impact Development Incentives - Public Works **Q**
- (2) Partial Legal Closure of Center Drive - Public Works - **Tab B**

Airport, T. Cullum, Chairman

- (1) Grant from SC Department of Commerce Aeronautics Commission - **Tab C**

6:00 P.M. - Public Hearings

- (1) Resolution in Support of Eau Claire Cooperative Health Centers, Inc. - JEDA Bonds **R**
- (2) Ordinance 06-01 - Authorizing the Execution and Delivery of a Fee Agreement Between
Lexington County and SCE&G **S**
- (3) Ordinance 06-02 - Amendment to Amend Ordinance 95-12 and to Approve the Amendment
of Joint County Industrial Park with Calhoun County **T**
- (4) Zoning Map Amendment M06-03 - 2211 Lake Murray Blvd., Columbia, SC 29212 **U**

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

- (1) Eau Claire Cooperative Health Centers, Inc. - JEDA Bond - Adoption of Resolution **V**

Budget Amendment Resolutions

OLD BUSINESS/NEW BUSINESS
EXECUTIVE SESSION/LEGAL BRIEFING
MATTERS REQUIRING A VOTE AS A RESULT OF EXECUTIVE SESSION
ADJOURNMENT

COUNTY OF LEXINGTON
FINANCE DEPARTMENT

interoffice

MEMORANDUM

to: County Council

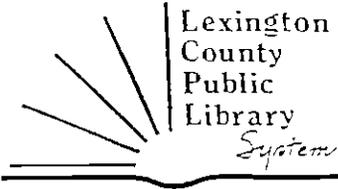
from: Kristi Hornsby, Manager of Grants Administration

subject: Library Services and Technology Act (LSTA) Continuing Education Sub-Grant

date: May 1, 2006

The Lexington County Library is seeking your approval to apply for a Library Services and Technology Act (LSTA) Continuing Education Sub-Grant. This grant would provide funds for Lolly Petroff of the Cayce-West Columbia branch to attend the annual conference of the American Library Association.

The match required is \$689, which is Lolly's salary, fringes, and \$30 daily per diem while she attends the four day conference. The State Library will pay \$1,005 for registration, hotel, and airfare.



LEXINGTON COUNTY PUBLIC LIBRARY SYSTEM

MEMORANDUM

TO: Kristi Hornsby

FROM: Dan MacNeill *DM*

RE: Grant Application for Continuing Education Conference

DATE: April 25, 2006

Attached is a copy of a grant application to the South Carolina State Library for Lolly Petroff, a Reference Librarian at the Cayce-West Columbia Branch, to attend the annual conference of the American Library Association. The dates of the conference are June 23 - 26, 2006 in New Orleans.

Lolly has been working with several specific groups in the community in providing library programs and services, specifically low-literacy adults, Latinos, and senior citizens. The knowledge she can gain from attending the conference and participating in training sessions will help her provide more innovative programs and promote stronger partnerships with community groups serving these populations. She would also like to teach what she learns to some of the other staff in the library system.

This grant is a reimbursement type grant, and it will pay \$1,005. The Library's local match is \$689, which is Lolly's salary for 4 days and the per-diem of amount of \$30 per day for 4 days. This represents total expenses of \$1,694.00.

Main Library
540 Augusta Rd.
Lexington, SC 29072
(803) 785-2600

Georgetown-Leesville
Branch
13 Armory St.
P.O. Box 2187
Georgetown, SC 29006
(803) 532-9223

Cayce-West Columbia
Branch
100 Augusta Rd.
West Columbia,
SC 29169
(803) 794-6791

Hoplin Branch
19 NW Columbia Ave.
P.O. Box 700
Hoplin, SC 29036
(803) 345-5479

Aston Branch
14 S. Main St.
P.O. Box 479
Aston, SC 29053
(803) 791-5208

Libert-Summit
Branch
15 Broad St.
P.O. Box 341
Libert, SC 29054
(803) 785-5387

Monro Branch
151 St. Andrews Rd.
Columbia, SC 29212
(803) 798-7880

Union Branch
16 Pine Street
P.O. Box 309
Union, SC 29123
(803) 785-3272

Wansea Branch
10 Monmouth Ave
P.O. Box 130
Wansea, SC 29160
(803) 785-3519

Bookmobile
(803) 785-2649

www.lex.lib.sc.us

FOR SCSL USE ONLY --
LSTA Sub-Grant Award # _____
FFY 2006 Program Funds
CFDA No. 45 310
Appropriations enacted by P.L. 109-149

#LS-00-06-0041-06
South Carolina State Library
1430 Senate Street
P.O. Box 11469
Columbia, S.C. 29211

**CONTINUING EDUCATION (CE) GRANTS FOR S.C. PUBLIC LIBRARY STAFFS/TRUSTEES
FFY 2006 PROGRAM FUNDS, P.L. 108-81, As Amended**

Application -- Part I of III

Please return one (1) original and one (1) copy of this application to

ATTN: Continuing Education Coordinator
South Carolina State Library
P.O. Box 11469
Columbia, SC 29211

Relationship to the State Library's 5-Year Plan

Goal I – Enhance the informational services environment of South Carolinians by improving access to library resources and materials through the superior guidance and training of professional librarians and support staff.

Relationship to LSTA Purposes

Purpose #1 - Expanding services for learning and access to information and educational resources in a variety of formats, in all types of libraries, for individuals of all ages.

Estimated number of persons in target audience for grant: 116

This is an estimate of the number in the target group who will directly benefit from the training the staff member is to receive. For example, total number of young adult borrowers, total staff of a department, etc. A description of the target group and their need for the services or expertise that is expected to result should be included in Parts II and III of this application. (See LSTA Guidelines, Chapter VII, "LSTA Project Application Process," and "Appendices – User Descriptors")

- I. The Board of the ~~Lexington County Public Library~~ Library, in order to improve library service through the CE of library personnel and trustees, submits this application for a Library Services and Technology Act sub-grant of \$1,005.00.
- II. The Board proposes to use the funds in accordance with the project described in the application. The Board agrees that the amount of local funds budgeted for library service will not be reduced due to receipt of grant funds.
- III. Participants may be required to submit an article, newspaper interview, or make formal or informal presentations at South Carolina State Library sponsored workshops and events.

Applicant Signature (*Applicant is the library, not the participant*) _____
Signature (Library Director or Board Chair)

Date: _____

NOTE Neither the preparation nor the submission of an application guarantees final approval of an LSTA CE sub-grant request.

FOR SCSL USE ONLY --
LSTA Sub-Grant Award # _____
FFY 2006 Program Funds
CFDA No 45.310
Appropriations enacted by P.L. 109-149

#LS-00-06-0041-06
South Carolina State Library
1-30 Senate Street
P.O. Box 11469
Columbia, S.C. 29211

*CONTINUING EDUCATION (CE) GRANTS FOR S.C. PUBLIC LIBRARY STAFFS/TRUSTEES
FFY 2006 PROGRAM FUNDS, P.L. 108-81, As Amended*

Application -- Part II of III

*Please return one (1) original and one (1) copy of this application to
ATTN: Continuing Education Coordinator, South Carolina State Library, P.O. Box 11469, Columbia, SC 29211*

THIS CONTRACT PAGE MUST BE COMPLETED BY THE LIBRARY DIRECTOR

Please complete a separate page for each participant. Library directors applying for CE grants should consult with library board chairs and should have this form signed by their board chair.

This grant will be awarded by the Board to Lauren Alice Weaver Petroff, "Lolly", who began service on October 2003, and currently holds the position of Reference Librarian works 40 hours per week.

- 1 Describe the current position and responsibilities of the above named participant.

Lolly is a reference librarian at the Cayce-West Columbia branch of the Lexington County Public Library System. She assists patrons with reference questions, readers advisory, and computer applications. She manages materials in reference, non-fiction and the South Carolina collection. Lolly initiates and processes interlibrary loan requests through the state library, USC, and OCLC. She creates and conducts programs for adults and children including book groups, Internet instruction, home-school classes, and library tours. She acts as manager on duty in the absence of supervisors and is trained to cover other departments as necessary. Lolly also participates in system-wide committees: one concerning reference selection and the other concerning staff education day.

- 2 Describe how the CE event that is to be funded by the LSTA grant will improve the level of services provided by the library to its clientele. Please be specific and include a description of the target group and their need for the services or expertise that is expected to result. (See LSTA Guidelines, Chapter VII, "LSTA Project Application Process," and "Appendices - User and Service Descriptors")

See Attachment A

Signature: _____
(Library Director or Board Chair)

Date _____

*Attach additional sheets as needed

FOR SCSL USE ONLY --
LSTA Sub-Grant Award # _____
 FFY 2006 Program Funds
 CFDA No 45 310
 Appropriations enacted by P.L. 109-149

#LS-00-06-0041-06
 South Carolina State Library
 1430 Senate Street
 P.O. Box 11469
 Columbia, S.C. 29211

**CONTINUING EDUCATION (CE) GRANTS FOR S.C. PUBLIC LIBRARY STAFFS/TRUSTEES
 FFY 2006 PROGRAM FUNDS, P.L. 108-81, As Amended**
 Application -- Part III of III

Please return one (1) original and one (1) copy of this application to
 ATTN Continuing Education Coordinator, South Carolina State Library, P O Box 11469, Columbia, SC 29211

THIS PAGE MUST BE COMPLETED BY THE PARTICIPANT

Please complete a separate page for each CE event for which LSTA funding is sought. A description of the CE event (e.g., brochure, registration form, print copy of web site description, etc) must be included with the application.

Name of CE event:

American Library Association Annual Conference

Sponsoring Organization American Library Association

Location: New Orleans, LA

Date(s): June 23, 24, 25, 26

Participant Name and title (Please print):

Lauren Lolly Petroff, Reference Librarian

Proposed Budget: See LSTA Guidelines, Chapter VII, "LSTA Project Application Process", Part II, Writing a Project Narrative, Budget Documentation and Justification. Although in-kind support may be factored in to meet the 34% required match, cash support from state, local, and other sub-grantee funding sources is strongly recommended, as evidence of local involvement and a commitment to the expected outcomes.

	LSTA Funds	Matching Funds**			TOTAL EXPENSES
		State Aid	Local	Other	
Registration	150.00				150.00
Lodging	254.25				254.25
Transportation	600.75				600.75
Incidentals*			689.00		689.00
TOTAL	1,005.00				1,694.00

****Attach a separate sheet.** Specify which matching dollar amounts are in-kind contributions (the value of goods and services provided toward the project, e.g., staff time). *Specify incidentals. Include only allowable costs. See LSTA Guidelines, Chapter IX, "Administrative Guidelines" and "Appendices - Allowable/Unallowable Costs - Travel."

Narrative Section

ATTACH A SEPARATE SHEET. Describe your expectations as to how this CE event will enhance your current level of performance and your role in improving library services to the target group described in Part II; Include any additional relevant information about the target group and their need for the services or expertise that is expected to result. (See LSTA Guidelines, Chapter VII, "LSTA Project Application Process," and "Appendices - User and Service Descriptors")

Signature: _____
 (Participant)

Date: _____

Attachment A

Lexington County Public Library's long-term goals include "offering library services that provide the greatest satisfaction possible to citizens and that are comprehensive, timely and helpful." The 2000 census places Lexington County's total population at 24.2 % being 60 years or older, 17% without a high school diploma, and 1.9% of Latino ethnicity. Recently, the State newspaper has reported growing numbers in these areas; Oct. 4, 2005 places SC with the 3rd highest illiteracy rate in the country, Feb. 23, 2006 claims that the number of Latinos in SC is approx. 400,000 which is 270,000 more than the 2000 Census reported and Mar 10, 2006 notes there is an "expected doubling" of the elderly population by 2030. LCPL aims to increase library service to these previously underserved populations: low literacy adults, Latinos and seniors. Attending the ALA conference will provide an opportunity to learn about best practices from experienced LIS, literacy and social service practitioners. Knowledge gained at the ALA conference will enable the library to create timely publications, provide innovative programs and promote stronger partnerships with community groups. Participation in the ALA conference will educate LCPL on how to bring national standards to a local level. With this instruction, LCPL, as an information provider, can reach a wider variety of information seekers.

Attachment B

Incidentals—salary at 17.78 per hour and per diem at 30.00 per day

Attachment C

As a LIS student I often heard professors encourage attendance at and membership in professional associations. I am hoping that by attending the ALA conference I will experience what my professors considered to be a wealth of information, interconnections, and innovation. When I return, I plan on directing my new knowledge towards increasing access and ability to use information for three specific groups, seniors, low-literacy adults, and Latinos. I hope to develop partnerships with other agencies and community organizations that are also targeting these particular groups. I want to be a catalyst for creating continuing education programs for the three groups and can foresee a literacy/esol program being a possibility for my library. We currently have an Internet class that many seniors attend, but I would like to see more options directed specifically to seniors. Perhaps most importantly, I look forward to sharing what I have learned at the ALA conference with my co-workers and colleagues. Together we can improve library service in Lexington County not only for seniors, Latinos, and low literacy adults, but also for the whole community.



Name Lauren "Lolly" Petroff Member Number 1082608

I Annual Conference Registration

Please check off your selection and insert the appropriate fee in "Amount Enclosed"

Registration Type	PRE-REGISTRATION by 01/03	EARLY BIRD by 03/03	ADVANCE by 05/19	ONSITE	Amount Enclosed
ALA Personal Member	<input type="checkbox"/> \$135	<input checked="" type="checkbox"/> \$150	<input type="checkbox"/> \$175	<input type="checkbox"/> \$235	
ALA Division Member	<input type="checkbox"/> \$130	<input type="checkbox"/> \$145	<input type="checkbox"/> \$170	<input type="checkbox"/> \$235	
Retired Member	<input type="checkbox"/> \$95	<input type="checkbox"/> \$110	<input type="checkbox"/> \$135	<input type="checkbox"/> \$210	
ALA Library Student Member	<input type="checkbox"/> \$55	<input type="checkbox"/> \$70	<input type="checkbox"/> \$95	<input type="checkbox"/> \$110	
Non-Member	<input type="checkbox"/> \$195	<input type="checkbox"/> \$210	<input type="checkbox"/> \$255	<input type="checkbox"/> \$345	
Exhibits Only Badge			<input type="checkbox"/> \$25	<input type="checkbox"/> \$25	
Exhibits Plus Badge			<input type="checkbox"/> \$35	<input type="checkbox"/> \$35	
ALA/ProQuest Scholarship and Library Relief Event			<input type="checkbox"/> \$35	<input type="checkbox"/> \$35	

I am a support staff and have registered for the Annual Conference above. I am also interested in attending some Empowerment 2006 events (see page 76 for details)

II. Empowerment 2006: Register here for the Library Support Staff Conference Within a Conference. This is only Registration for Empowerment 2006, not registration for the full Annual Conference. To learn about the Conference Within a Conference, see the information on page 76

LSSIRT Members			<input type="checkbox"/> \$99	<input type="checkbox"/> \$125
Non-LSSIRT Members	<input type="checkbox"/> \$135	<input type="checkbox"/> \$150	<input type="checkbox"/> \$175	<input type="checkbox"/> \$235

All fees in US Dollars

Total from Section I or II _____

III. Other Events

Copy the event code from the following pages for the events you wish to register for into the column below. Include the price of your registration and the number of tickets you wish to purchase, then put the final amount in the "Amount Enclosed" column. Add up all your events and put that amount into the "Total from Section III". Please print clearly.

Event Code	Price per Ticket	# of Tickets	Amount Enclosed
		X	=
		X	=
		X	=
		X	=
		X	=

total from Section III _____

Add the total from sections I, II and III above, and enter here: Total Amount Enclosed \$150.00

Payment Information: Check the type of payment enclosed

Check Visa Mastercard American Express

if paying by credit card, signature indicates that you agree to the terms to the right

~~XXXXXXXXXXXXXXXXXXXX~~ 4/06
Credit Card Number Expiration Date

Lauren A Petroff
Signature

Please Note:
Cancellation Policy: Written requests for refunds must be postmarked by May 19, 2006. Cancellation of registration will result in a handling fee of \$25 for each item cancelled. No phone cancellations. No refunds after May 19, 2006. No refunds given for "Exhibits Only" or "Exhibits Plus" badges. Refunds will be processed after July 1, 2006.



PRE-REGISTRATION FORM

June 22-29, 2006 - Annual Conference and Exhibition, New Orleans, LA

Registrant Information All mailings concerning the Annual Conference will be sent to you at the address provided below

Mr Ms Mrs

Member Number 1082608

Name First Laura "Lolly" Last Petroff

Position Title Reference Librarian

Organization Name Lexington County Public Library

Address ~~1500 Lexington Rd~~ 1420 Cherokee Dr

Address Line 2 _____

City West Columbia State SC Postal Code 29169

Country USA

Daytime Phone 803-794-6791 Fax Number 803-792-5383

E-mail lpetroff@lexlib.sc.us Home Work

Attendance: I will be exhibiting normal or from exhibitors like you show, demonstrate and other not on site
Count me in! Yes No

Badge Information Complete no information below, abbreviations as needed. Write clearly and please do not exceed the maximum characters

I will pick up my badge on-site. Please do not mail

First Name Lolly Petroff (15 characters)

Last Name _____ (15 characters)

Institution/Organization Lexington County Pub Lib (25 characters)

City West Columbia State SC (25 characters)

I require special assistance on-site

My driver's license number is _____

Please explain details. Attach a separate sheet if necessary.

Instructions:

Form Pages must be completed and returned with payment (US funds) or credit card information documented or electronically submitted by January 3, 2006 to receive the Pre-Registration rate. Forms postmarked after the Pre-Registration rate deadline of January 3, 2006 will be processed at the Early Bird rate.

THREE WAYS TO PRE REGISTER

By Mail
Send form and payment to:
American Library Association,
Box #77-6563, Chicago, IL 60678-6565

By Fax
To pay with a credit card, fax completed form to:
312-290-1538. DO NOT mail in faxed form.

Online
Access the ALA Annual Conference 2006 homepage at www.ala.org/annual and select "Registration".

Cancellation Policy Written requests for refunds must be postmarked by May 9, 2006. Cancellation of registration will result in a handling fee of \$25 for each item cancelled. No phone cancellations. Refunds after May 9, 2006: No refunds given for "Exhibitors Only" and "Exhibitors Plus" badges. Refunds will be processed after July 1, 2006.

Please complete the survey below, circling one item per category.

01. Product/Service Interest (circle one)
 Book, Periodicals, Documental
 Library Automation
 Equipment, Furniture, Shelving
 Environmental Initiatives
 Services
 Other Products and Services

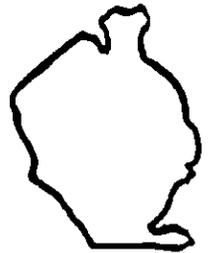
02. Purchasing Decision Making Role (circle one):
 Final
 Recommender
 No Role

03. Purchase Plans (circle one) - 2 mos. (circle one)
 \$0-19,999
 \$0-29,999
 \$0-39,999
 \$0-49,999
 \$0-59,999
 \$0-69,999
 \$0-79,999
 \$0-89,999
 \$0-99,999
 \$100,000+

04. Operating Expenses (circle one)
 \$0-19,999
 \$0-29,999
 \$0-39,999
 \$0-49,999
 \$0-59,999
 \$0-69,999
 \$0-79,999
 \$0-89,999
 \$0-99,999
 \$100,000+



COUNTY OF LEXINGTON
PUBLIC WORKS DEPARTMENT
ENGINEERING



MEMORANDUM

DATE: May 1, 2006

TO: Art Brooks, County Administrator
Katherine Doucett, HR Director
Assistant County Administrator

FROM: John Fechtel, Public Works Director 
Assistant County Administrator

RE: Partial Legal Closure of Center Drive

Attached is a letter from Walker Farms Partnership requesting that a portion of a County maintained dirt road be legally closed.

Exhibit "A" is a location map depicting one of the properties the company is trying to purchase to build a house on. The other properties are to the north of Center Drive directly across the road. Exhibit "B" shows the properties proposed to be purchased (outlined in red) and the 100-year floodway and floodplain. Walker Farms Partnership wants to combine these properties so that a house can be built on the subject property and have access to the river without a road in between and also be out of the floodway.

Exhibit "C" is an enlarged aerial view of the property and road and Exhibit "D" is identical without the aerial picture. Both exhibits indicate the portion proposed to be closed and also the proposed road relocation. Mr. Walker is aware that the partnership will have to pay all legal costs involved in closing this section, constructing the relocated portion and granting the County right-of-way for the relocation.

I recommend County Council approve this request based on the above requirements. Mr. Walker would like to proceed as quickly as possible so I request the Public Works Committee discuss it on May 9, 2006 and report out that evening.

We posted proposed road closing signs at this location on April 27, 2006 and we have also received a signed petition requesting this closure from a large number of property owners in the area.

/lh

Walker Farms Partnership
PO Box 2658
Cayce-West Columbia, SC 29171
803 796-0324

4/19/06

Mr. John Fechtel
Director of Public Works
440 Ball Park Road
Lexington, SC 29072

Subject: Road Closure or Road Relocation

Dear Mr. Fechtel,

I appreciate you taking my call yesterday to discuss Center Drive road closure or relocation.

As we discussed, our interest is to combine two parcels into one continuous parcel. In order to do so, it necessitates either closing or relocating Center Drive (dirt portion only). Enclosed you will find a plat which basically outlines what we are proposing to do if the road cannot be closed.

Should you decide in favor to close or relocate; Walker Farms Partnership will move as fast as possible to complete the process of title search, building permits, new survey, deed preparation and etc. necessary to complete this real estate transaction. Time is extremely important.

Again, thank you for taking the time to discuss this issue and I look forward to hearing from you soon.

Respectfully,



Robert B. Walker, III
Partner

RECEIVED

APR 20 2006

LEXINGTON COUNTY
ENGINEERING DEPARTMENT

EXHIBIT "A"
LOCATION MAP
COUNCIL DISTRICT 3

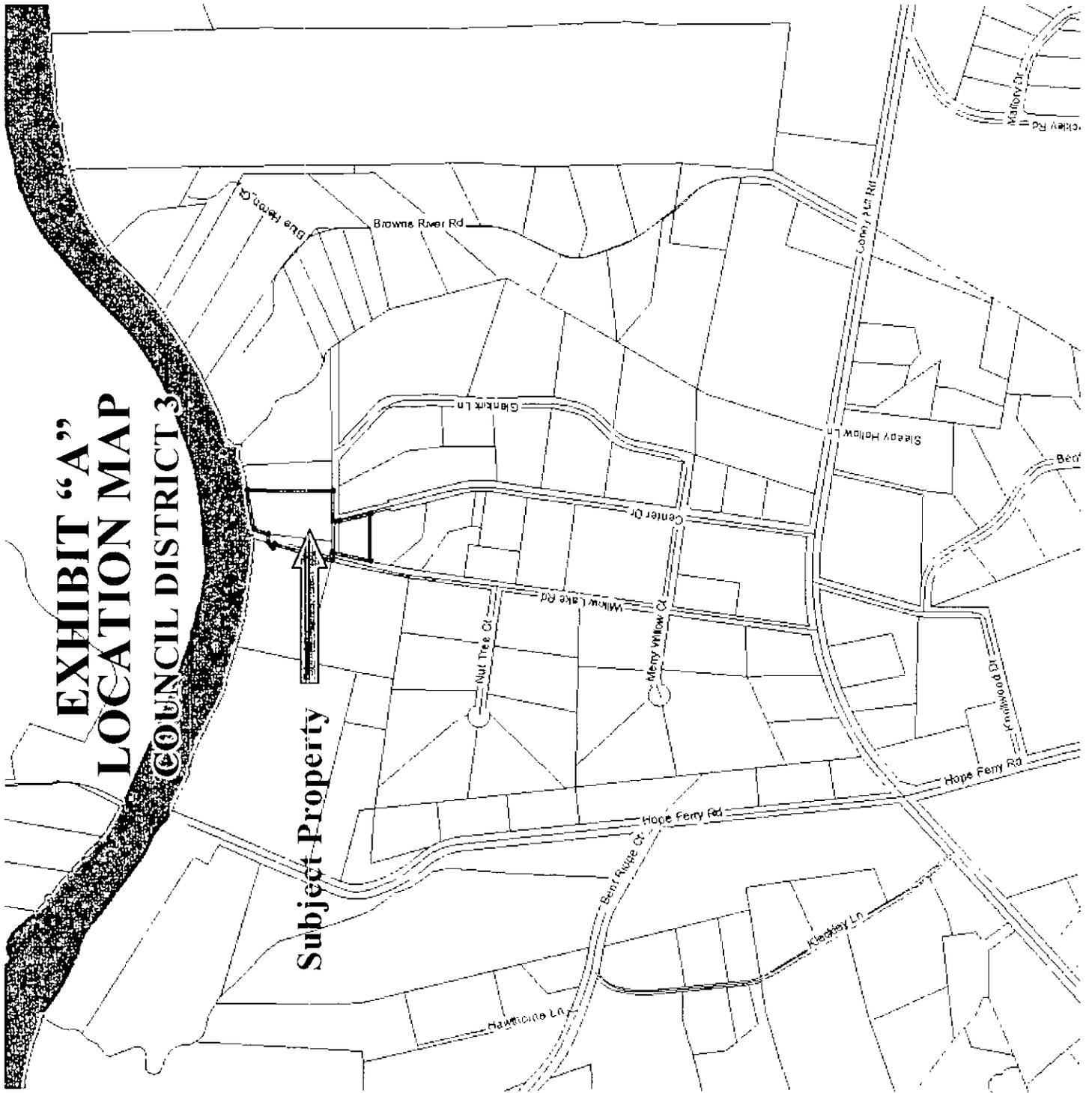


EXHIBIT "B"

RIVER

100 yr floodway

100 YR FLOODPLAIN

Proposed House

002796-04-003

003500-01-021

003500-01-023

003570-01-020

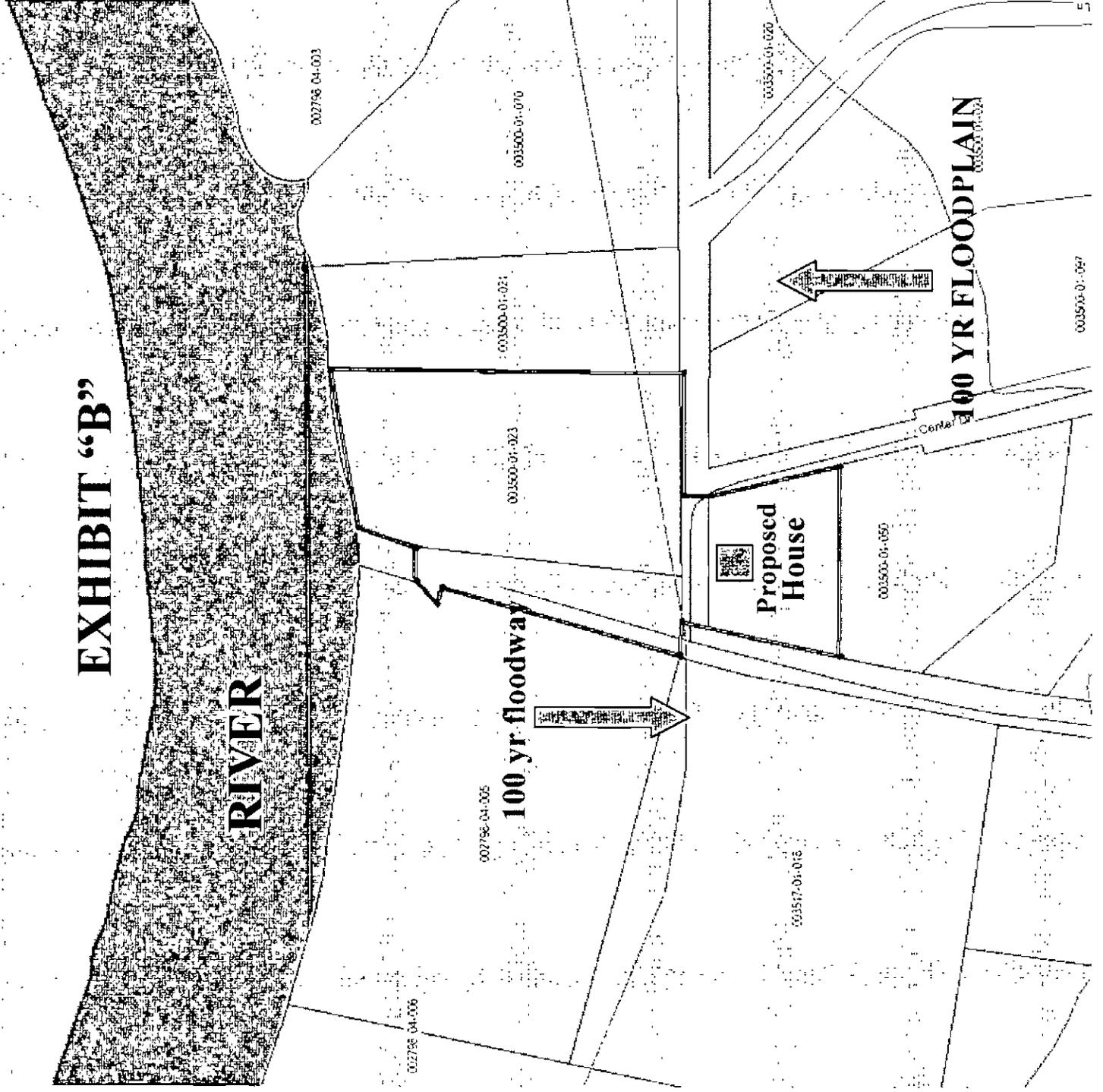
002796-04-005

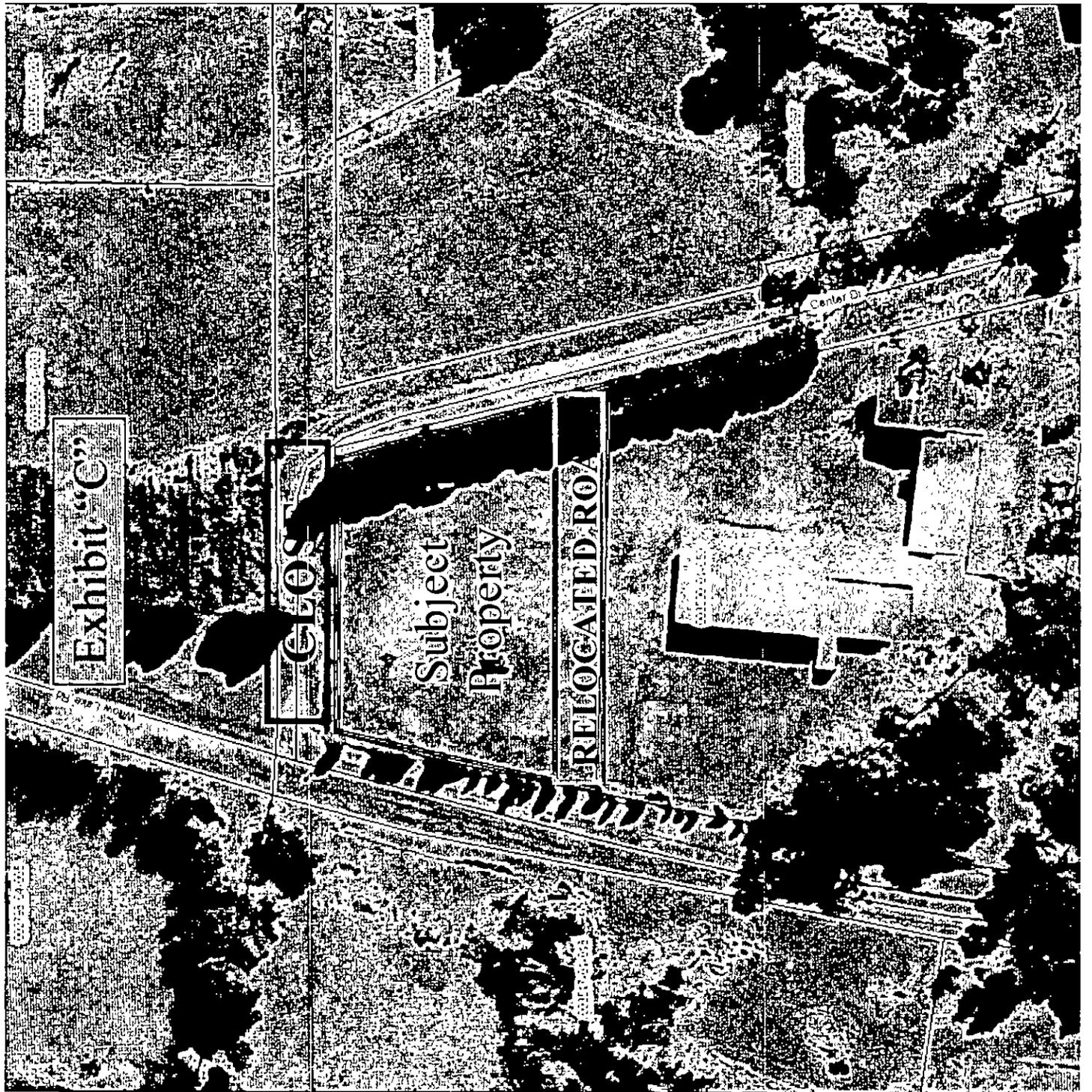
003517-01-016

003500-01-050

003570-01-057

5





002796 01-005

WINDY LAKE RD

Exhibit "D"

003500-01-023

003500-01-021

CLOSE

Subject
Property

RELOCATED ROAD

003500-01-053

003517-01-015

003500-01-024

003500-01-097

Center Dr



Mark Sanford
Governor

SOUTH CAROLINA
DEPARTMENT OF COMMERCE

Joe E. Taylor, Jr.
Secretary

AERONAUTICS COMMISSION

April 20, 2006

COMMISSION
MEMBERS

Chairman
H. Neel
Hipp, Jr.

Vice-
Chairman
District 2
Jim L.
Hamilton

Secretary
District 1
B. Michael
Marlowe

District 3
Steven
Edwards

District 4
Joseph R.
Frasher

District 5
Jeremy D.
Bauer

District 6
William L.
"Bo" McMillan

Division of
Aeronautics
Executive
Director
Michael J.
O'Donnell,
A.A.E.

Ms. Katherine Doucett
County Administrator
Lexington County
212 S. Lake Drive
Lexington, South Carolina 29072

Subject: Division of Aeronautics Project No. 06-008 Lexington County Airport at Pelion

Dear Ms. Doucett: KATHERINE:

The South Carolina Department of Commerce, through its Aeronautics Commission, has approved your project application and awarded up to \$3,499 for improvements to the Lexington County Airport at Pelion as indicated below:

Expand the apron and construct a vehicle access road

This grant may be used only for the programmed items. Except for necessary project formulation costs such as planning, engineering, and acquisition of easements for runway approach integrity, no cost incurred prior to your execution of the grant agreement will be considered eligible for state participation without prior agreement by the South Carolina Aeronautics Commission. This grant was approved based on your representation of local funding availability and your ability to proceed promptly with the project.

Please execute the two (2) enclosed grant agreements and return one copy to the Division of Aeronautics at your earliest convenience. The Affidavit of Non-Collusion included in the package should be executed by the successful bidder and returned to the Division of Aeronautics.

We are pleased to provide this assistance. If we can be of further assistance, please do not hesitate to call.

Sincerely,

Michael J. O'Donnell, A.A.E.
Executive Director, Division of Aeronautics

MOD/tr
Enclosure Grant

cc: H. Neel Hipp, Jr., Chairman, SC Aeronautics Commission
Secretary Joe E. Taylor, Jr.
Jim L. Hamilton, District 2, SC Aeronautics Commission
Timothy N. Dangerfield, Chief of Staff
Chris Eversman, PE, Wilbur Smith Associates

LEXINGTON COUNTY

APR 24 2006

**HUMAN RESOURCES
DEPARTMENT**

GRANT AGREEMENT
Part I - OFFER

Date of Offer: April 19, 2006

Project No. 06-008

TO: **Lexington County**
(herein referred to as the "Sponsor")

FROM: The State of South Carolina (acting through the South Carolina Department of Commerce, Division of Aeronautics, herein referred to as the "Division").

WHEREAS, The Sponsor has submitted to the Division a Project Application dated **April 19, 2006**, a grant of State Funds for a project for development of the **Lexington County Airport at Pelion** together with plans and specifications for such a project, with Project Applications, as approved by the Division is hereby incorporated herein and made a part hereof.

and

WHEREAS, the Division has approved a project for development of the Airport (herein called the "Project") consisting of the following described airport development

Expand the apron and construct a vehicle access road

All as more particularly described in the property map and plans and specifications incorporated in the said Project Application:

NOW THEREFORE, pursuant to and for the purposes of carrying out the provisions of this grant and in consideration of (a) the Sponsor's adoption and ratification of the acceptance of this offer and agreement, as hereinafter provided, and (b) the benefits to accrue to the State of South Carolina and the public from the accomplishment of the project and the operation and maintenance of the Airport, as herein provided.

THE STATE OF SOUTH CAROLINA ACTING THROUGH THE SOUTH CAROLINA DIVISION OF AERONAUTICS, HEREBY OFFERS AND AGREES to pay, as South Carolina's matching share of the allowable cost incurred in accomplishing the project as per the following schedule:

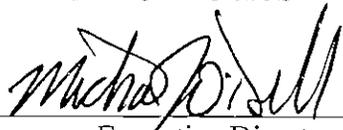
<u>Funding Source</u>	<u>Amount</u>
State	\$ 3,499
Federal	\$ 132,946
Sponsor	\$ 3,499
Other	\$ 0

for a total cost of **\$ 139,944** subject to the following:

1. The maximum obligation of the State of South Carolina payable under this Offer and Agreement shall be: \$ 3,499 which all parties to this Agreement understand may be subject to the prior and continuing approval of the South Carolina Budget and Control Board and the General Assembly and its component review committees.
2. The Division reserves the right to amend or withdraw this Offer at any time prior to its binding acceptance by the Sponsor.
3. This Offer shall expire and the State of South Carolina shall not be obligated to pay any of the allowable cost of the Project unless this Offer has been accepted by the Sponsor within 60 days from the above date of Offer or such longer time as may be prescribed by the Division in writing.
4. The funds allocated by this Agreement shall be held in escrow for a period of one (1) year after the date of offer. If progress on the described project has not begun at that time, the funds will revert to the Division for reallocation to other worthwhile projects.

The Sponsor's acceptance of this Offer and ratification and adoption of the Project Application shall be evidenced by execution of Part II of this Agreement by the Sponsor. The respective obligations under this Grant Agreement shall become effective upon the Sponsor's acceptance of the Offer and shall remain in full force and effect throughout the useful life of the facilities developed under the project but in any event not to exceed twenty years from the date of said acceptance.

STATE OF SOUTH CAROLINA
DIVISION OF AERONAUTICS

Signature By: 
Executive Director

Sponsor's Signature Date

Title



PART II - SPONSOR ASSURANCES

1. The Sponsor shall:
 - a. begin accomplishment of the Project within a reasonable time after acceptance of this Offer, but no later than one year from award of this Offer,
 - b. carry out and complete the project in accordance with the terms of this agreement, applicable policies of the Division, and applicable statutes, regulations and fiscal policies of the State of South Carolina, and any applicable local ordinances;
 - c. carry out and complete the project in accordance with the plans and specifications and property map incorporated herein, including any revisions or modifications approved in writing by the Division. Sponsor further agrees to copy the Division as to all construction progress reports, payment applications, and completion documents and related correspondence within ten (10) days of document development or receipt.
 - d. submit all planning documents to Division for review and approval, and
 - e. notify the Division, in writing, of any improvements to the airport so that same may be incorporated into the South Carolina Airport System Plan.
2. The Sponsor shall operate and maintain the Airport as provided in the Project Application.
3. Any misrepresentations or omission of a material fact by the Sponsor concerning the Project or the Sponsor's authority or ability to carry out the obligations assumed by the Sponsor in accepting this Offer shall terminate the obligation of the State of South Carolina and it is understood and agreed by the Sponsor in accepting this Offer that if a material fact has been misrepresented or omitted by the Sponsor, the Division of Aeronautics, on behalf of the State of South Carolina, may demand and recover from Sponsor all grant payments made, plus interest at the legal rate prevailing at date of demand.
4. The Sponsor shall maintain the approaches to the airport in compliance with appropriate guidelines set forth in FAA Part 77 or other guidelines approved in writing by the Division. Failure on the part of the Sponsor to take appropriate action to remove any and all obstructions in the approaches may result in withholding of any payment of the funds established by this agreement for the herein described project until such time as the necessary actions are taken.
5. The Sponsor shall maintain property insurance on the project to cover any and all losses. The amount of the coverage shall, at a minimum, be equal to the total cost of the project.
6. The Sponsor's Request for Final Reimbursement must have been received within ninety (90) calendar days after the Final Inspection has been accomplished in order to close out the project in a timely manner.

PART III - ACCEPTANCE

_____ (Sponsor) does hereby ratify and adopt all statements, representations, warranties, covenants, sponsor assurances and agreements contained in the Project Application and incorporated materials referred to in the foregoing Offer and does hereby unconditionally accept said Offer and by such acceptance agrees to all of the terms and conditions thereof

Executed this _____ day of _____, 2006

(Name of Sponsor)

(Signature By)

(Title)

(Seal)

Attest _____

Title _____

CERTIFICATE OF SPONSOR'S ATTORNEY

I, _____, acting as attorney for _____ do hereby certify: That I have examined the foregoing Grant Agreement and the proceedings taken by said _____ relating thereto, and find the Acceptance by Sponsor has been duly authorized and that the execution thereof is in all respects due and proper and in accordance with the laws of the State of South Carolina, and further that, in my opinion, said Grant Agreement constitutes a legal and binding obligation of the Sponsor in accordance with the terms thereof.

Dated this _____ day of _____, 2006

Signature By _____

Title _____

EXHIBIT A

AFFIDAVIT OF NON-COLLUSION

STATE OF _____

COUNTY OF _____

Personally appeared before me _____
being first duly sworn says that he is a member of the firm of _____
and further says that his firm, association, or corporation has not, either directly or indirectly,
entered into any agreement, participated in any collusion, or otherwise taken any action in restraint
of free competitive bidding in connection with the submission of a bid on the above-named project

Further, _____ swears and affirms that all
legal formalities required for the proper execution of affidavits pursuant to the laws of
his state have been complied with and further agrees, on behalf of himself, his firm,
association, or corporation, that in any subsequent prosecution for perjury of him, his
firm, association, or corporation, it shall not be a defense to such charge of perjury that
said formalities were not in fact complied with.

Legal Signature

SWORN to me before this _____ days of _____, 2006

Signature By _____

Notary Public for _____



COUNTY OF LEXINGTON, SOUTH CAROLINA

RESOLUTION

THE COUNCIL FOR THE COUNTY OF LEXINGTON, SOUTH CAROLINA, MEETING IN GENERAL SESSION THE 9TH DAY OF MAY, TWO THOUSAND AND SIX, ADOPTED THE FOLLOWING:

WHEREAS, Joshua daSilva Atria has earned the distinction of Eagle Scout; and

WHEREAS, this distinction is the highest award for a Boy Scout; and

WHEREAS, Joshua exhibits the qualities of a Boy Scout by his trustworthiness, loyalty, helpfulness, leadership, and kindness; and

WHEREAS, one of the major requirements to obtain this honor, Joshua had to plan, design, construct, and carry out an extensive service project; and

WHEREAS, his project consisted of building a Carolina Fence and Garden at the entrance of the Seven Oaks Recreation Park. He was charged with the construction of the fence and plotting the fence entrance and landscape design; and

WHEREAS, Joshua is an honor student at Chapin High School where he is a member of the National Honor Society, Beta Club, and a Life Scholarship recipient. During his alliance with the Boy Scouts, he was the recipient of many awards to include the Arrow of Light, the 2003 Boundary Waters Canoe Area, the 2005 Philmont Scout Ranch in New Mexico, and the Brotherhood Member of Order of the Arrow; and

WHEREAS, Joshua is to be commended for the many years he committed to the Scout program to attain the right to be honored as an Eagle Scout.

NOW, THEREFORE, BE IT RESOLVED that we extend to JOSHUA daSILVA ATRIA, our congratulations on achieving his goal and earning the right to be named as Eagle Scout.

M. Todd Cullum, Chairman

Joseph W. "Joe" Owens, Vice Chairman

James F. "Jim" Kinard, Jr.

William C. "Billy" Derrick

George H. "Smokey" Davis

Debra B. "Debbie" Summers

Bobby C. Keisler

Johnny W. Jeffcoat

John W. Carrigg, Jr.

ATTEST.

Diana W. Burnett, Clerk



COUNTY OF LEXINGTON, SOUTH CAROLINA

RESOLUTION

THE COUNCIL FOR THE COUNTY OF LEXINGTON, SOUTH CAROLINA, MEETING IN GENERAL SESSION THE 9TH DAY OF MAY, TWO THOUSAND AND SIX, ADOPTED THE FOLLOWING:

WHEREAS, Justin Nichols Atria has earned the distinction of Eagle Scout, the highest award for a Boy Scout, and

WHEREAS, Justin exhibits the qualities of a Boy Scout by his trustworthiness, loyalty, helpfulness, and through his role as a proven leader; and

WHEREAS, one of the major requirements to earn Eagle Scout, Justin had to design and construct, and carry out an extensive service project providing leadership to others and had to serve as a troop officer; and

WHEREAS, his project consisted of constructing eight wooden benches for the cemetery and picnic shelter area for Our Lady of the Lake Catholic Church. The project included the design and placement of benches complete with landscaping; and

WHEREAS, Justin is a hardworking, caring young man with exemplary leadership skills who is an excellent student. He is a member of the Beta Club and a Life Scholarship recipient. He attended the National Youth Law Leadership program and participated in a Mock Trial before the US Supreme Court. He is the recipient of several awards through his affiliation with the Boy Scouts: the Arrow of Light, the 2003 Boundary Waters Canoe Area, the 2005 Philmont Scout Ranch in New Mexico, and the Brotherhood Member of Order of the Arrow; and

WHEREAS, Justin is to be commended for his dedication to the Scout program to attain the right to be honored as an Eagle Scout.

NOW, THEREFORE, BE IT RESOLVED that we extend to JUSTIN NICHOLS ATRIA, our congratulations on achieving his goal and earning the right to be named as Eagle Scout.

M. Todd Cullen, Chairman

Joseph W. "Joe" Owens, Vice Chairman

James E. "Jim" Kinard, Jr.

William C. "Billy" Derrick

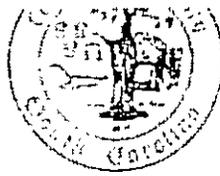
George H. "Smoky" Davis

Debra B. "Debbie" Summers

Bobby C. Kestler

Johnny W. Jeffcoat

John W. Carrigg, Jr.



COUNTY OF LEXINGTON, SOUTH CAROLINA

RESOLUTION

THE COUNCIL FOR THE COUNTY OF LEXINGTON, SOUTH CAROLINA, MEETING IN GENERAL SESSION THE 9TH DAY OF MAY, TWO THOUSAND AND SIX, ADOPTED THE FOLLOWING:

WHEREAS, nine partnering churches along with fourteen (14) participating churches in Lexington, West Columbia, Columbia, and surrounding communities have joined together to provide a free "kamp" for children four - sixteen years of age. The "kamp" includes ministry, activities, and a meal for five evenings; and

WHEREAS, the seventh annual Kids Kamp will be held the week of June 12 - 17, 2006 at the South Congaree Arena; and

WHEREAS, Kids Kamp breaks down all denominational barriers joining over 400 volunteers with one goal in mind, to introduce each child to the saving grace of our Lord and Savior, Jesus Christ, and to offer them hope that will last a life time. This "kamp" is designed to be one of the most effective for the time and cost to carry it out. There is no cost to the 1,200+ children that attend; and

WHEREAS, we believe that to invest in the children of our Community is to invest in the future of our Community.

NOW, THEREFORE, BE IT RESOLVED that we, the members of Lexington County Council hereby commend **KIDS KAMP PARTNERING AND PARTICIPATING CHURCHES** for their service to the area youth and offer our endorsement of Kids Kamp.

M. Todd Cullum, Chairman

Joseph W. "Joe" Owens, Vice Chairman

James E. "Jim" Kinard, Jr.

William C. "Billy" Derrick

George H. "Smokey" Davis

Debra B. "Debbie" Summers

Bobby C. Keisler

Johnny W. Jeffcoat

John W. Carrigg, Jr.



COUNTY OF LEXINGTON, SOUTH CAROLINA

RESOLUTION

THE COUNCIL FOR THE COUNTY OF LEXINGTON, SOUTH CAROLINA, MEETING IN GENERAL SESSION THE 9TH DAY OF MAY, TWO THOUSAND AND SIX, ADOPTED THE FOLLOWING:

WHEREAS, Ted O. McGee, Jr., of the McGee Real Estate Company has been named by the Greater Lexington Chamber of Commerce as the 2006 South Carolina Family-Owned Business of the Year; and

WHEREAS, Ted O. McGee, Jr., has also been chosen as the Regional Family Owned Business of the Year in competition against eight other states in the region; and

WHEREAS, he serves as President and Secretary, his brother Carroll E. McGee serves as Chairman of the Board, his wife Carole McGee serves as Bookkeeper, his son Teddy McGee serves as a Licensed Real Estate Agent, his son Brent McGee serves as Company Attorney and his daughter Holly McGee Roberts owns and operates the McGee Auction Gallery; and

WHEREAS, the McGee Real Estate Company was founded by Ted O. McGee, Sr., in the 1940s and has become one of the leading real estate companies in the Midlands; and

WHEREAS, the McGee Family members have continually demonstrated their commitment to their community and their county,

NOW, THEREFORE, BE IT RESOLVED that Lexington County Council expresses its appreciation to the MCGEE FAMILY members for the contributions they have made and continue to make to their community and to Lexington County

M. Todd Cullum, Chairman

Joseph W. "Joe" Owens, Vice Chairman

James E. "Jim" Kinard, Jr.

William C. "Billy" Derrick

George H. "Smokey" Davis

Debra B. "Debbie" Summers

Hobby C. Keisler

Johnny W. Jeffcoat

John W. Carrigg, Jr.

ATTEST:

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

May 09, 2006

JIM KINARD

Assessment Appeals Board - Vacant - Term expires 09/21/08

Children's Shelter - Suzanne Clark - Term expires 06/30/06 - Eligible for reappointment

SMOKEY DAVIS

Children's Shelter - David S. Hipp - Term expires 06/30/06 - Not eligible for reappointment

JOHNNY JEFFCOAT

Museum Commission - Sandra Burdett - Term expired 11/01/05 - Not eligible for reappointment

JOHN CARRIGG

Assessment Appeals Board - Vacant - Term expires 09/21/06

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

Museum Commission - Vacant - Term expires 11/01/06

TODD CULLUM

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

Board of Zoning Appeals - Marvin Stanley Smith - Term expired 12/31/05 - Eligible for reappointment

AIKEN/BARNWELL/LEXINGTON COUNTIES COMMUNITY ACTION COMMISSION, INC.

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

BUILDING CODE BOARD OF APPEALS

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

CENTRAL MIDLANDS COUNCIL OF GOVERNMENTS

William A. Brooks - Term expires 06/15/06

LEXINGTON/RICHLAND ALCOHOL & DRUG ABUSE COUNCIL

Vacant - Term expires 12/31/08

MIDLANDS WORKFORCE DEVELOPMENT BOARD

Chevis F. Ballentine, Jr. (Private Sector Rep) - Term expires 06/30/06 - Eligible for reappointment

RIVERBANKS PARK ZOO

J. Carroll Shealy - Term expires 07/30/06 - Term expires 07/31/06 - Not eligible for reappointment



LRADAC

The Behavioral Health Center of The Midlands

April 21, 2006

Ms. Diana Burnett
Clerk of Council
Lexington County Council
212 South Lake Drive
Lexington, South Carolina 29072

Dear Ms. Burnett:

Mr. William Rawl, Jr. has served on LRADAC's Board of Directors for over nine years with his term expiring in December 2004. He was an invaluable member with vast knowledge of the alcohol and drug abuse community.

We respectfully request that you reappoint Mr. Rawl to our board for another term to replace Ms. Mary Louise Resch who resigned this month.

He was a loyal member and his reappointment would benefit our Board, our Agency and the citizens of Lexington County.

Please feel free to contact me if you need any additional information.

Sincerely,

Deborah A. Francis
President & COO

/cal



LEXINGTON RICHLAND
ALCOHOL & DRUG ABUSE COUNCIL
P.O. BOX 50597
COLUMBIA, SC 29250

RICHLAND
PHONE 803 256 3100
FAX 803 252 9264

LEXINGTON
803 733 1374
803 733 1377

ADMINISTRATIVE OFFICES
803 733 1390
803 733 1395

PREVENTION RESOURCE CENTER
MIDLANDS 803 540 7680
STATEWIDE 800 701 1073

LRADAC.ORG

LEXINGTON COUNTY COUNCIL
BOARD/COMMISSION NOMINATION FORM

Name of Board/Commission: LBADAC

Nominee: William L. Rawl, Jr

Address: 140 Whiteford Way Lexington, SC

Employed by: Self

Address: SAME

Home Telephone: 359-3112 Business Telephone: 359-4211

Mobile Phone: (803) 606 2527 Beeper Number: _____

Fax Number: 359-5143

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

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

Have served nine years on this Board previously. I would like to be considered for re-appointment.

Submitted by: _____ Lexington County Council
Telephone 803-785-8103
Council District Number: _____ FAX - 803-785-8101
Date: _____

dev/wpd/ccs/council/nominationform.wpd (11/9/05)

COUNTY OF LEXINGTON

Procurement Services

MEMORANDUM

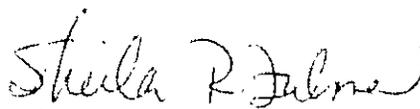
(O) 785-8319

(F) 785-2240

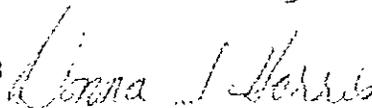
DATE: April 20, 2006

TO: Art Brooks
County Administrator

THROUGH: Sheila R. Fulmer, CPPB
Procurement Manager



FROM: Donna J. Harris, CPPB
Procurement Officer



SUBJECT: **Computer Aided Dispatch (CAD) Software Interface Development - PS/EMS - Sole Source**

We have received a purchase request for one (1) Computer Aided Dispatch (CAD) Software Interface Development for Public Safety/EMS. The County is nearing completion and implementation of the new Automatic Vehicle Locator (AVL) system. This interoperability will allow for voiceless dispatch, call time management, and real time asset tracking, while also providing a real time mapping system in each ambulance. The interconnection of the Computer Aided Dispatch (CAD) system and the Automatic Vehicle Locator (AVL) system is essential for information sharing between systems. This purchase will allow for the necessary programming of the Computer Aided Dispatch (CAD) system to communicate with the Automatic Vehicle Locator (AVL).

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 Emergency Service Integrators (ESI) Acquisitions, Incorporated that provides the existing Computer Aided Dispatch (CAD) 9-1-1 System for Communications and the Sheriff's Department under County contract number P99010-06/09/99II

The cost of the software interface development is \$11,868.00 which includes, testing, onsite support, installation and applicable sales tax.

Funds are appropriated in the following account.

4440-131400-5A6488 - EMS Healthcare Delivery Systems - Computer Programming - \$11,868 00

I concur with the above recommendation and further recommend that this purchase be placed on County Council's agenda for their next scheduled meeting on May 9, 2006.

copy: Larry Porth, Director of Finance/Assistant County Administrator
Bruce Rucker, Assistant Sheriff-Director of Public Safety & Homeland Security
Chief Brian Hood, Public Safety/Emergency Management Service

COUNTY OF LEXINGTON

Procurement Services

MEMORANDUM

(O) 785-8385

(F) 785-2240

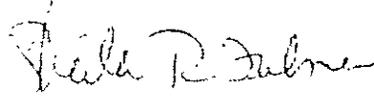
DATE: April 27, 2006

TO: Art Brooks
County Administrator

THROUGH: Sheila R. Fulmer, CPPB
Procurement Manager

FROM: Janice A. Bell, CPPB
Procurement Officer

SUBJECT: **Bunker and Extrication Gear**
Bid No. B06034-04/06/06B
Public Safety/Fire Service



Competitive bids were solicited and advertised for Bunker and Extrication Gear for Public Safety/Fire Service. OSHA Regulations have required us to update and provide firefighters with the necessary equipment to protect themselves from exposure to hazards. It is projected that this equipment will last approximately five to eight years under normal use. With approximately 400 firefighters it is necessary to budget for replacement as well as additional equipment.

We received nine (9) bids of which one (1) was a no bid (see attached bid tabulation). Bids were evaluated by Russell Rawl, Fire Service Coordinator and Janice A. Bell, Procurement Officer. It is our recommendation to make a multiple award to the lowest bidders meeting specifications as follows:

Quest Enterprises	\$51,711.04
Municipal Emergency Services	1,037.19
CW Williams	1,424.64
NAFECO	1,182.96

Total award including sales tax: \$55,355.83

Funds are appropriated in the following account:

1000-131500-540022	Personal Protective Equipment	\$55,355.83
--------------------	-------------------------------	-------------

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 May 9, 2006.

Attachment

copy: Larry Porth, Director of Finance/Assistant County Administrator
Bruce E. Rucker, Assistant Sheriff / Director of Public Safety & Homeland Security
Russell Rawl, Fire Service Coordinator

County of Lexington

B3603-01
WB
04/04/06

Bid Tabulation

BID: B06034-04/05/06B

BUNKER AND EXTRICATION GEAR

		Wally's Fire & Safety		MAFECO		Municipal Emergency		Jack E. Stegler	
Quantity	Description	Unit Price	Total	Unit Price	Total	Unit Price	Total	Unit Price	Total
28	Extrication Gear	No Bid		\$1,017.60	\$28,492.80	\$1,112.09	\$31,138.52	No Bid	
32	Structural Gear	No Bid		\$1,199.50	\$38,384.00	\$1,320.41	\$42,253.12	No Bid	
12	Helmets	No Bid		\$135.00	\$1,620.00	\$143.30	\$1,719.60	\$146.51	\$1,758.12
12	Boots	No Bid		\$121.00	\$1,452.00	\$81.543	\$978.48	\$86.76	\$1,041.12
36	Gloves	No Bid		\$31.00	\$1,116.00	\$38.09	\$1,371.24	\$34.85	\$1,254.60

		CW Williams		Quest		Charlotte Equipment		Anderson Fire & Safety	
Quantity	Description	Unit Price	Total	Unit Price	Total	Unit Price	Total	Unit Price	Total
28	Extrication Gear	\$450.00	\$12,600.00	\$580.00	\$16,240.00	No Bid		\$1,150.00	\$32,200.00
32	Structural Gear	\$1,074.00	\$34,368.00	\$1,017.00	\$32,544.00	\$1,235.00	\$39,520.00	\$1,380.00	\$44,160.00
12	Helmets	\$112.00	\$1,344.00	No Bid		No Bid		\$145.00	\$1,740.00
12	Boots	\$110.00	\$1,320.00	No Bid		No Bid		\$105.00	\$1,260.00
36	Gloves	\$31.99	\$1,151.64	No Bid		No Bid		\$36.00	\$1,296.00

		Anderson Fire & Safety (Alt Bid)	
Quantity	Description	Unit Price	Total
28	Extrication Gear	\$1,150.00	\$32,200.00
32	Structural Gear	\$1,100.00	\$35,200.00
12	Helmets	\$145.00	\$1,740.00
12	Boots	\$105.00	\$1,260.00
36	Gloves	\$36.00	\$1,296.00

CW Williams did not meet specifications for Extrication Gear

Bids Opened: April 6, 2006

Janice A. Bell, CPPB
Procurement Officer



COUNTY OF LEXINGTON

Procurement Services

MEMORANDUM

(O) 785-8319

(F) 785-2240

DATE: April 24, 2006

TO: Art Brooks
County Administrator

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

FROM: Donna J. Harris, CPPB
Procurement Officer *Beck for djh*

SUBJECT: Firefighting Equipment and Supplies - Public Safety/Fire Service
Bid No. B06027-03/21/06H

Competitive bids were solicited and advertised for Firefighting Equipment and Supplies for Public Safety/Fire Service. Bidders were allowed to submit bids on one or a multiple of items, depending on the products that they could provide. The County's fire departments use fire ground and special equipment to meet the demands of firefighting. Because of severe demands placed on this equipment, some items will require replacing during the year. These items include but are not limited to nozzles, salvage covers, flashlights, chainsaws, assorted tools, fire rakes, etc. In addition to normal replacement, this will allow Fire Service to continue equipping all fire apparatus to standards set by the Insurance Service Office (ISO) and National Fire Protection Association (NFPA).

We received fifteen (15) bids and one (1) no bid (see attached bid tabulation). Bids were evaluated by Russell Rawl, Fire Service Coordinator; Eddie Turner, Fire Chief, Fire Service (see attached), and Donna J. Harris, Procurement Officer. It is our recommendation to make multiple awards to the lowest bidders meeting specifications as follows.

Wally's Fire & Safety Equipment Incorporated	\$ 4,145.66
First Due Emergency Supply Company, Incorporated	\$ 3,154.58
C. W. Williams & Company Incorporated	\$ 4,060.86
Anderson Fire & Safety Equipment	\$ 339.20
Safeware Incorporated	\$ 55.97
Municipal Emergency Services	\$ 847.13
North American Fire Equipment	\$ 797.65
Safe Industries	\$ 1,417.11
Newton's Fire & Safety, Incorporated	\$ 5,676.30
Slagle's Fire & Equipment & Supply Company Incorporated	\$ 419.76

Total award including sales tax: \$20,914.22

Funds are appropriated in the following accounts:

#1000-131500-540021	Fire Ground and Special Equipment	\$12,001.72
#1000-131500-5A6082	Rapid Intervention Team Bags & Equipment	\$ 8,912.50

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 May 9, 2006.

Attachments

copy: Larry Porth, Director of Finance/Assistant County Administrator
Bruce E. Rucker, Assistant Sheriff / Director of Public Safety & Homeland Security
Russell Rawl, Fire Service Coordinator
Eddie Turner, Fire Chief, Fire Service



County of Lexington
Department of Public Safety

FIRE SERVICE DIVISION



MEMORANDUM

To: Chief Russell Rawl 
Fire Coordinator

Date: April 20, 2006

From: Chief Eddie Turner

Reference: Review of Bid Notice B06027-03/21/06H for Firefighting Equipment and Supplies

After review of the bids submitted, I recommend the following purchases.

Anderson Fire & Safety

- Item # 28 South Park QL-48Z Quick action 2.5 inch chrome plated nozzle holders (Slagles was low bid on this item but bid wrong item, not equal)
- Item# 33 Arkon-GFE stock # FR-12 steel fire rakes with 60" ash handles

Dragon Fire Tools

No purchases recommended from Dragon Fire Tools

Safeware, Inc.

- Item # 32 Allsafe #2095594 Microlite flashing cone lights

Wally's Fire & Safety

- Item #1 Streamlight model SL45107 High intensity lite-box
- Item #2 Streamlight model 78002 UltraStinger rechargeable flashlight w/DC charger
- Item #4 TFT model S-PN Piercing applicator
- Item #5 TFT model F140F Shutoff for S-PN piercing applicator
- Item #16 TFT model HMD-VPGI Mid-force nozzles 70-250 gpm, 1 5NH w/pistol grips
- Item #17 TFT model H-2 Blitz handline nozzle, 95-250 gpm 2.5NH
- Item #31 Council Tool model KAT72D Kwik access tool
- Item #37 Arkon 04D-MP Multi-purpose New York style hook w/4' solid fiberglass Pole and D handle. (Low bid was First Due Emergency Supply and did not meet specifications because bid different type of tool)

First Due Emergency Supply Co.

- Item #3 Arkon model 2581 gated wye 2 5NH(F)x2-1 5NH(M)
- Item #10 Darley part# AC962 Hydrant strap that includes hydrant wrench and 2-5" Storz wrenches (Municipal Emergency Services and Wally's Fire & Safety bid wrong item that does not include tools Anderson Fire & Safety bid a truck

mount holder with tools, not a hydrant strap as was the specification) First Due was the low bid meeting specifications.

Item #11 Darley part# AC961 Hydrant strap that includes hydrant wrench and 2 spanner wrenches (Municipal Emergency Services and Wally's Fire & Safety bid wrong item that does not include tools Anderson Fire & Safety bid a truck mount holder with tools, not a hydrant strap as was the specification) First Due was the low bid meeting specifications.

Item #12 Model FH-"K" Tool lock breaker tool kits

Item #29 Kockek model # K46-2 Spanner wrench sets which include holder and 2 rocker Lug coupling wrenches

Item #36 Firehook model # TT-12 Officer's style 12" forcible entry tool

Aramco, Inc

No purchases recommended from Aramco, Inc.

Consolidated Cordage Corp.

No purchases recommended from Consolidated Cordage Corp.

Newtons Fire and Safety, Inc.

Item #34 TNT Multi-purpose tool model # TN635-B

Chief Supply

No purchases recommended from Chief Supply

C.W. Williams & Co.

Item #6 Arkon PP-IB-4D 4' solid fiberglass I-beam pike pole with D handle

Item #7 Arkon PP-IB-6D 6' solid fiberglass I-beam pike pole with D handle

Item #8 Arkon PP-PP-6RH 6' solid fiberglass pike pole with rubbish/trash hook

Item #9 Arkon PP-PP-8RH 8' solid fiberglass pike pole with rubbish/trash hook

Item#13 Tempest EB-18-VSF variable speed electric fan (Wally's Fire Equipment was low bid but did not meet specification. Fan bid capable of working off of GFI receptacles and low bid does not have this capability)

Item#14 Tempest model # 725-049 **medium flow** misting ring for electric fan

Item#15 Red Head model # 103 booster line spanner wrenches

Item#18 Zico model # ABCS carry and shoulder strap kit for halligan and axe

Jack L Slagle's Fire Equipment & Supply Co. Inc.

Item#19 Zico ZC-SQB-300-C 30" Halligan tools

Municipal Emergency Services

Item#20 Arkon model # PP-FHY-6 flat head 6# fire axw with yellow fiberglass handle

Item#23 Red Head model # 281 Hydrant gate valves 2.5 swivel female inlet x 2 5 male Outlet.

Item#24 Kocheck model # K05 hydrant wrenches

Item#25 Kocheck model # 35R25FX25F 2.5x2 5 double swivel lightweight adapter

Item#26 Kocheck model # 35R15FX15F 1 5x1.5 double swivel lightweight adapter

Item#27 Kocheck model #36R25MX25M 2 5 double male lightweight adapter

Item#35 Kocheck model # S54R545 5"Storz x 4.5" female adapter First Due Emergency Supply Co. was the low bid but did not submit any descriptive literature nor model number for this adapter to allow determination of meeting specifications. Municipal Fire Services was the lowest bidder providing descriptive literature and meeting specifications.

Columbia Fire

No bids submitted

Charlotte Equipment Sales, Inc.

No purchases recommended from Charlotte Equipment Sales

Safe Industries

No purchases recommended from small equipment funds from Safe Industries

North American Fire Equipment

Item#22 Kocheck model # K73R325 male irrigation style cam-lock couplings

Item#30 Alco-lite model # CJL-10 combination ladder 10'

We do not wish to purchase Item #21, a Spamco nozzle. We bid the wrong type of nozzle.

After review of the bids submitted, I recommend the following purchases out of the fund for Rapid Intervention Team equipment

First Due Emergency Supply Co.

Item#39 Omega ½" aluminum carabiner model # modified D NFPA, screw-lok
(Chief Supply was low bid but did not meet specifications; bid standard model)

Item#40 40' pieces of Sterling 8Mm personal escape rope, NFPA rated, red in color.
(Safeware was low bid, but did not provide any descriptive literature to confirm equal)

Item#41 40' pieces of Sterling 1" tubular webbing, blue in color. (C W. Williams and Safeware were low bid, but did not provide any descriptive literature to confirm Equal)

Item#42 True North model # 10267 rope drop bag, red in color

Newtons Fire and Safety, Inc.

Item#38 R&B Mfg model #887RD Rapid Intervention Team bags

Item#43 Streamlight "Fire Vulcan" flashlights with dual LED's in rear, quick release

shoulder strap and ac/dc power

Safe Industries

Item#44 Klein model # 63050 high leverage cable cutters

Item#45 Klein model # D2000-9NE side cutter pliers

County of Lexington

Bid Tabulation

B06027 bt
dh
0-127105

BID B06027-03/21/06H

FIREFIGHTING EQUIPMENT AND SUPPLIES

Item #	Quantity	Description	Anderson Fire & Safety		Dragon Fire Foods		Safeaware Inc		Wally's Fire & Safety	
			Unit Price	Total	Unit Price	Total	Unit Price	Total	Unit Price	Total
1	10	High Intensity lite bar	\$88.00	\$880.00	no bid		\$87.70	\$877.00	\$82.00	\$820.00
2	2	Ultra-Stinger flashlights	\$3,250.00	\$6,500.00	no bid		\$77.35	\$154.70	\$72.00	\$144.00
3	2	Gate Vva	\$1,999.00	\$3,998.00	no bid		\$239.35	\$478.70	\$230.00	\$460.00
4	1	Piercing applicator	\$19.99	\$19.99	no bid		\$632.70	\$632.70	\$460.00	\$460.00
5	1	Shutoff for piercing appl	\$185.00	\$185.00	no bid		\$208.70	\$208.70	\$172.00	\$172.00
6	2	4ft fiberglass I-beam	\$60.00	\$120.00	no bid		\$67.80	\$135.60	\$59.00	\$118.00
7	1	6ft fiberglass I-beam	\$68.00	\$68.00	no bid		\$76.25	\$76.25	\$76.00	\$76.00
8	6	6ft fiberglass pike pole	\$62.00	\$372.00	no bid		\$72.00	\$432.00	\$69.00	\$414.00
9	1	8ft fiberglass pike pole	\$70.00	\$70.00	no bid		\$80.50	\$80.50	\$74.00	\$74.00
10	1	Hydrant strap ACE92	\$88.00	\$88.00	no bid		\$115.25	\$115.25	\$60.00	\$60.00
11	1	Hydrant strap ACE91	\$60.00	\$60.00	no bid		\$115.25	\$115.25	\$59.00	\$59.00
12	3	Model FFK tool lock	\$100.00	\$300.00	no bid				\$126.00	\$378.00
13	2	Electric blowers	\$1,650.00	\$3,300.00	no bid		\$1,694.15	\$3,388.30	\$1,334.00	\$2,668.00
14	1	Tempest mixing ring	\$190.00	\$190.00	no bid		\$197.65	\$197.65	\$180.00	\$180.00
15	1	Booster ring	\$7.00	\$28.00	no bid				\$7.00	\$28.00
16	2	1FT HHO-VPG1 nozzle	no bid		no bid				\$670.00	\$1,200.00
17	1	1FT H-2 nozzle	no bid		no bid				\$715.00	\$715.00
18	2	Zico ABCS	\$52.00	\$104.00	no bid		\$67.10	\$134.20	\$50.00	\$100.00
19	3	30" Halligan tools	\$145.00	\$435.00	no bid		\$200.00	\$600.00	\$152.00	\$456.00
20	3	Flat head 6" fire axes	\$35.00	\$105.00	no bid		\$40.75	\$122.25	\$41.00	\$123.00
21	1	Spanco 65-120	no bid		no bid				no bid	
22	8	Male irrigation cam-lock	\$28.00	\$224.00	no bid				\$27.00	\$216.00
23	3	Hydrant gate valves	\$300.00	\$900.00	no bid				\$255.00	\$765.00
24	1	Hydrant wrenches	\$25.00	\$25.00	no bid		\$68.20	\$68.20	\$29.00	\$29.00
25	2	Pouring swivel 2.5 x 2.5	\$18.00	\$36.00	no bid		\$11.15	\$22.30	\$25.00	\$50.00
26	2	Double swivel 1.5 x 1.5	\$14.50	\$29.00	no bid		\$28.70	\$57.40	\$16.00	\$32.00
27	2	Double male 2.5	\$11.00	\$22.00	no bid		\$23.50	\$47.00	\$15.00	\$30.00
28	10	Quick action 2.5	\$28.00	\$280.00	no bid		\$42.30	\$423.00	\$32.00	\$320.00
29	5	Shanner wrench	\$34.00	\$170.00	no bid		\$70.55	\$352.75	\$50.00	\$250.00
30	2	10ft comb. Ladder	\$295.00	\$590.00	no bid		\$470.65	\$941.10	\$330.00	\$660.00
31	1	Dragon sleyer knife	no bid		no bid		\$217.01	\$217.01	\$156.00	\$156.00
32	1	Micro lite flashing crane	no bid		no bid				\$15.00	\$60.00
33	2	Steel fire rakes	\$25.00	\$50.00	no bid		\$13.20	\$26.40	\$29.00	\$58.00
34	1	14-1 tool	\$200.00	\$200.00	no bid		\$37.60	\$75.20	\$293.00	\$293.00
35	1	5" Stork 1.5"	\$100.00	\$100.00	no bid		\$214.75	\$214.75	\$126.00	\$126.00
36	1	Quick-bar	\$52.00	\$52.00	no bid				\$50.00	\$50.00
37	2	Hawt tools	\$68.00	\$136.00	no bid				\$61.00	\$122.00
38	28	Team bags	\$115.00	\$3,220.00	no bid		\$129.45	\$3,624.60	\$130.00	\$3,640.00
39	84	Omega 1/2" alum. Carr.	no bid		no bid		\$15.30	\$1,285.20	\$13.00	\$1,092.00
40	28	Escape Rope	\$27.00	\$756.00	no bid		\$14.00	\$392.00	\$22.00	\$616.00
41	28	Tubular webbing	\$11.00	\$308.00	no bid		\$10.00	\$280.00	\$10.59	\$299.20
42	28	Rope drop bag	\$12.00	\$336.00	no bid		\$15.30	\$428.40	\$13.00	\$364.00
43	28	Straight "fire jacket"	\$82.00	\$2,296.00	no bid		\$82.75	\$2,317.00	\$76.96	\$2,174.88
44	29	High leverage cable cutters	no bid		no bid		\$22.20	\$643.80	\$78.00	\$2,292.00
45	29	Slide cutter pliers	no bid		no bid		\$35.25	\$1,022.25	\$30.00	\$870.00

Item #	Quantity	Description	First Due Emergency		Aramisco, Inc		Consolidated Cordage		Newton's Fire & Safety	
			Unit Price	Total	Unit Price	Total	Unit Price	Total	Unit Price	Total
1	10	High Intensity lite box	\$87.00	\$870.00	\$125.61	\$1,256.10	no bid		\$82.50	\$825.00
2	2	UltraStinger flashlights	\$78.00	\$156.00	\$110.79	\$221.58	no bid		\$72.00	\$144.00
3	2	Gate Wye	\$199.00	\$398.00	no bid		no bid		\$201.00	\$402.00
4	1	Piercing applicator	\$570.00	\$570.00	no bid		no bid		\$542.00	\$542.00
5	1	Shutoff for piercing appl	\$188.00	\$188.00	no bid		no bid		\$179.00	\$179.00
6	2	4ft fiberglass l-beam	\$61.00	\$122.00	no bid		no bid		\$130.00	\$260.00
7	1	6ft fiberglass l-beam	\$65.00	\$65.00	no bid		no bid		\$130.00	\$130.00
8	6	6ft fiberglass pike pole	\$62.00	\$372.00	no bid		no bid		\$94.00	\$564.00
9	1	8ft fiberglass pike pole	\$69.00	\$69.00	no bid		no bid		\$110.00	\$110.00
10	1	Hydrant strap AC962	\$97.95	\$97.95	no bid		no bid		\$90.00	\$90.00
11	1	Hydrant strap AC961	\$97.95	\$97.95	no bid		no bid		\$90.00	\$90.00
12	3	Model FH-K tool lock	\$95.00	\$285.00	no bid		no bid		no bid	
13	2	Electric blowers	\$1,695.00	\$3,390.00	no bid		no bid		\$1,690.00	\$3,380.00
14	1	Tempest misting ring	\$200.00	\$200.00	\$267.82	\$267.82	no bid		\$188.00	\$188.00
15	4	Booster line	\$6.50	\$26.00	no bid		no bid		no bid	
16	2	TFT HMD-VPG1 nozzle	\$735.00	\$1,470.00	no bid		no bid		no bid	
17	1	TFT H-2 nozzle	\$875.00	\$875.00	no bid		no bid		no bid	
18	2	Zico ABCS	\$53.00	\$106.00	no bid		no bid		no bid	
19	3	30" Halligan tools	\$174.00	\$522.00	no bid		no bid		no bid	
20	3	Flat head 6" fire axes	\$35.00	\$105.00	no bid		no bid		no bid	
21	1	Spamco 95-120	no bid		no bid		no bid		no bid	
22	8	Male irrigation cam-lock	\$32.40	\$259.20	no bid		no bid		no bid	
23	3	Hydrant gate valves	\$230.00	\$690.00	no bid		no bid		no bid	
24	1	Hydrant wrenches	\$22.00	\$22.00	no bid		no bid		\$56.00	\$56.00
25	2	Double swivel 2.5 x 2.5	\$18.00	\$36.00	no bid		no bid		\$33.00	\$66.00
26	2	Double swivel 1.5 x 1.5	\$14.00	\$28.00	no bid		no bid		\$14.00	\$28.00
27	2	Double male 2.5	\$10.50	\$21.00	no bid		no bid		\$18.00	\$36.00
28	10	Quick action 2.5	\$56.00	\$560.00	no bid		no bid		\$35.00	\$350.00
29	5	Spanner wrench	\$33.00	\$165.00	no bid		no bid		\$58.00	\$290.00
30	2	10ft comb Ladder	\$339.00	\$678.00	no bid		no bid		\$450.00	\$900.00
31	1	Dragon slayer knife	\$289.00	\$289.00	no bid		no bid		no bid	
32	4	Micro lite flashing cone	\$24.00	\$96.00	\$23.52	\$94.08	no bid		no bid	
33	2	Steel fire rakes	\$24.50	\$49.00	no bid		no bid		no bid	
34	1	T-N-T tool	\$209.00	\$209.00	no bid		no bid		\$175.00	\$175.00
35	1	5" Stortz 4.5"	\$91.50	\$91.50	no bid		no bid		no bid	
36	1	Quic-bar	\$41.00	\$41.00	no bid		no bid		no bid	
37	4	Hawk tools	\$58.00	\$232.00	no bid		no bid		no bid	
38	28	Team bags	\$114.00	\$3,192.00	no bid		no bid		\$112.00	\$3,136.00
39	84	Omega 1/2" alum. Cara	\$10.05	\$844.20	\$17.67	\$1,484.28	no bid		no bid	
40	28	Escape Rope	\$17.42	\$487.76	\$39.20	\$1,097.60	no bid	\$31.30	\$876.40	
41	28	Tubular webbing	\$10.19	\$285.32	no bid		no bid	\$20.00	\$560.00	
42	28	Rope drop bag	\$9.78	\$273.84	no bid		no bid	\$21.00	\$588.00	
43	28	Streamlight "lirc vulcan"	\$76.00	\$2,128.00	no bid		no bid		\$73.00	\$2,044.00
44	29	High leverage cable cutt	\$28.40	\$823.60	no bid		no bid		no bid	
45	29	Side cutter pliers	\$34.00	\$986.00	no bid		no bid		no bid	

Item #	Quantity	Description	Chief		C.W. Williams		Stagles's Fire		Municipal Emergency	
			Unit Price	Total	Unit Price	Total	Unit Price	Total	Unit Price	Total
1	10	High Intensity lite box	\$87.00	\$870.00	\$88.97	\$889.70	\$89.00	\$890.00	\$84.63	\$846.30
2	2	UltraStinger flashlights	\$87.00	\$174.00	\$78.47	\$156.94	\$78.00	\$156.00	\$74.64	\$149.28
3	2	Gate Wye	\$237.00	\$474.00	\$204.55	\$409.10	\$201.00	\$402.00	\$195.44	\$390.88
4	1	Piercing applicator	\$783.00	\$783.00	\$536.00	\$536.00	\$551.00	\$551.00	\$488.46	\$488.46
5	1	Shutoff for piercing app	\$264.00	\$264.00	\$179.00	\$179.00	\$185.00	\$185.00	\$173.88	\$173.88
6	2	4ft fiberglass I-beam	\$87.00	\$174.00	\$46.00	\$92.00	\$57.00	\$114.00	\$50.54	\$101.08
7	1	5ft fiberglass I-beam	\$102.00	\$102.00	\$52.00	\$52.00	\$64.00	\$64.00	\$66.36	\$66.36
8	6	5ft fiberglass pike pole	\$94.00	\$564.00	\$60.00	\$360.00	\$61.00	\$366.00	\$63.52	\$381.12
9	1	8ft fiberglass pike pole	\$106.00	\$106.00	\$66.00	\$66.00	\$77.00	\$77.00	\$69.77	\$69.77
10	1	Hydrant strap AC952	no bid		\$115.00	\$115.00	no bid		\$20.82	\$20.82
11	1	Hydrant strap AC951	no bid		\$115.00	\$115.00	no bid		\$24.43	\$24.43
12	3	Modul FH-K tool lock	no bid		\$105.00	\$315.00	\$101.00	\$303.00	\$101.72	\$305.16
13	2	Electric blowers	\$1,944.00	\$3,888.00	\$1,490.00	\$2,980.00	\$1,673.00	\$3,346.00	\$1,695.00	\$3,390.00
14	1	Tempest missing ring	\$227.00	\$227.00	\$177.00	\$177.00	\$192.00	\$192.00	\$202.90	\$202.90
15	4	Booster line	no bid		\$5.00	\$20.00	\$7.00	\$28.00	\$6.11	\$24.44
16	2	IFT HMD-VPG1 nozzle	no bid		\$1,270.00	\$1,270.00	no bid		no bid	
17	1	IFT H-2 nozzle	no bid		\$755.00	\$755.00	no bid		no bid	
18	2	Zico ABCS	no bid		\$42.00	\$84.00	\$42.37	\$84.74	\$44.32	\$88.64
19	3	30" Halligan tools	no bid		\$140.00	\$420.00	\$132.00	\$396.00	\$136.00	\$408.00
20	3	Flat head 5" fire axes	\$44.00	\$132.00	\$34.00	\$102.00	\$36.00	\$108.00	\$32.38	\$97.14
21	1	Spanico 95-120	no bid		no bid		\$1,530.00	\$1,530.00	\$471.59	\$471.59
22	8	Male irrigation cam-lock	no bid		no bid		\$26.35	\$226.80	\$26.54	\$212.32
23	3	Hydrant gate valves	no bid		\$271.00	\$813.00	\$285.00	\$855.00	\$201.50	\$604.50
24	1	Hydrant wrenches	no bid		\$70.00	\$70.00	\$25.00	\$25.00	\$19.76	\$19.76
25	2	Double swivel 2.5 x 2.5	no bid		\$18.00	\$36.00	\$21.00	\$42.00	\$16.36	\$32.72
26	2	Double swivel 1.5 x 1.5	no bid		\$14.00	\$28.00	\$15.00	\$30.00	\$12.87	\$25.74
27	2	Double male 2.5	no bid		\$11.00	\$22.00	\$12.50	\$25.00	\$9.06	\$18.12
28	10	Quick action 2.5	no bid		\$32.00	\$320.00	\$9.00	\$90.00	\$28.01	\$280.10
29	5	Spanner wrench	no bid		\$50.00	\$250.00	\$33.00	\$165.00	\$55.63	\$278.15
30	2	10ft comb Ladder	no bid		\$290.00	\$580.00	\$337.50	\$675.00	\$294.31	\$588.62
31	1	Dragon slayer knife	no bid		no bid		no bid		\$218.06	\$218.06
32	4	Micro lite flashing conc	\$18.00	\$72.00	no bid		no bid		no bid	
33	2	Steel fire rakes	no bid		\$30.00	\$60.00	\$24.00	\$48.00	\$24.75	\$49.50
34	1	T-N-T tool	no bid		\$240.00	\$240.00	\$210.00	\$210.00	\$210.67	\$210.67
35	1	5' Stortz 4.5"	\$106.00	\$106.00	\$95.00	\$95.00	\$94.00	\$94.00	\$92.45	\$92.45
36	1	Quic-bar	no bid		\$50.00	\$50.00	\$50.00	\$50.00	\$44.97	\$44.97
37	4	Hawk tools	no bid		no bid		\$71.00	\$284.00	\$81.60	\$326.40
38	28	7 cam bags	\$157.00	\$4,396.00	\$122.00	\$3,416.00	\$121.00	\$3,388.00	\$119.20	\$3,337.60
39	84	Omega 1/2" alum Carr	\$9.00	\$756.00	\$12.00	\$1,008.00	no bid		\$11.22	\$942.48
40	28	Escape Rope	no bid		\$24.00	\$672.00	no bid		\$17.56	\$491.68
41	28	Tubular webbing	no bid		\$10.00	\$280.00	no bid		\$9.89	\$276.92
42	28	Rope drop bag	no bid		\$15.00	\$420.00	no bid		\$12.52	\$350.56
43	28	Streamlight "fire vulcan	\$91.00	\$2,548.00	\$80.00	\$2,240.00	\$89.00	\$2,492.00	\$82.14	\$2,299.92
44	29	High leverage cable cut	no bid		\$30.00	\$870.00	no bid		no bid	
45	29	Side cutter pliers	no bid		\$42.00	\$1,218.00	no bid		no bid	

Item #	Quantity	Description	Charlotte Equipment		Safe Industries		North America Fire	
			Unit Price	Total	Unit Price	Total	Unit Price	Total
1	10	High Intensity lite box	no bid		\$88.00	\$880.00	\$83.75	\$837.50
2	2	UltraStinger flashlights	no bid		\$71.50	\$155.00	\$89.25	\$178.50
3	2	Gate Wye	no bid		\$205.00	\$410.00	\$213.75	\$427.50
4	1	Piercing applicator	no bid		\$537.00	\$537.00	\$555.25	\$555.25
5	1	Shutoff for piercing appl	no bid		\$175.00	\$175.00	\$186.75	\$186.75
6	2	4ft fiberglass I-beam	no bid		\$57.00	\$114.00	\$65.50	\$131.00
7	1	6ft fiberglass I-beam	no bid		\$64.50	\$64.50	\$89.25	\$89.25
8	6	6ft fiberglass pike pole	no bid		\$61.75	\$370.50	\$84.00	\$504.00
9	1	8ft fiberglass pike pole	no bid		\$67.00	\$67.00	\$153.50	\$153.50
10	1	Hydrant strap AC962	no bid		no bid		\$119.00	\$119.00
11	1	Hydrant strap AC961	no bid		no bid		no bid	\$119.00
12	3	Model FH-K tool lock	no bid		no bid		no bid	
13	2	Electric blowers	no bid		\$1,825.00	\$3,650.00	\$1,685.00	\$3,370.00
14	1	Tempest misting ring	no bid		\$215.00	\$215.00	\$200.00	\$200.00
15	4	Booster line	no bid		no bid		\$7.50	\$30.00
16	2	TFT HMD-VPG1 nozzle	no bid		no bid		no bid	
17	1	TFT H-2 nozzle	no bid		no bid		no bid	
18	2	Zico ABCS	no bid		\$46.81	\$93.62	\$53.50	\$107.00
19	3	30" Halligan tools	no bid		\$132.30	\$396.90	\$151.17	\$453.51
20	3	Flat head 6" fire axes	no bid		\$32.50	\$97.50	\$33.10	\$99.30
21	1	Spamco 95-120	\$1,350.00	\$1,350.00	no bid		no bid	
22	8	Male irrigation cam-lock	no bid		no bid		\$26.00	\$208.00
23	3	Hydrant gate valves	no bid		no bid		\$275.75	\$827.25
24	1	Hydrant wrenches	no bid		no bid		\$42.00	\$42.00
25	2	Double swivel 2.5 x 2.5	no bid		no bid		\$21.25	\$42.50
26	2	Double swivel 1.5 x 1.5	no bid		no bid		\$18.00	\$36.00
27	2	Double male 2.5	no bid		no bid		\$14.25	\$28.50
28	10	Quick action 2.5	no bid		no bid		\$49.75	\$497.50
29	5	Spanner wrench	no bid		\$65.45	\$327.25	\$102.25	\$511.25
30	2	10ft comb. Ladder	no bid		no bid		\$272.25	\$544.50
31	1	Dragon slayer knife	no bid		no bid		\$387.00	\$387.00
32	4	Micro lite flashing cone	no bid		no bid		no bid	
33	2	Steel fire rakes	no bid		\$38.00	\$76.00	\$30.25	\$60.50
34	1	T-N-T tool	no bid		\$190.00	\$190.00	\$207.75	\$207.75
35	1	5" Storz 4.5"	no bid		\$125.00	\$125.00	\$107.75	\$107.75
36	1	Quic-bar	no bid		no bid		\$120.25	\$120.25
37	4	Hawk tools	no bid		no bid		no bid	
38	28	Team bags	no bid		\$113.00	\$3,164.00	\$117.50	\$3,290.00
39	84	Omega 1/2" alum. Cara.	no bid		no bid		\$11.75	\$987.00
40	28	Escape Rope	no bid		no bid		no bid	
41	28	Tubular webbing	no bid		no bid		no bid	
42	28	Rope drop bag	no bid		\$12.00	\$336.00	no bid	
43	28	Streamlight "fire vulcan"	no bid		\$91.75	\$2,569.00	\$76.25	\$2,135.00
44	29	High leverage cable cutter	no bid		\$19.10	\$543.90	no bid	
45	29	Slide cutter/pliers	no bid		\$27.00	\$783.00	no bid	

A no bid response was received from Columbia Fire & Safety stating that they do not offer this product or service

Bid opened: March 21, 2006

Dotina J. Harris
 Dotina J. Harris, CPPB
 Procurement Officer

COUNTY OF LEXINGTON

Procurement Services

MEMORANDUM

(O) 785-8385

(F) 785-2240

DATE: April 27, 2006

TO: Art Brooks
County Administrator

THROUGH: Sheila R. Fulmer, CPPB
Procurement Manager



FROM: Janice A. Bell, CPPB
Procurement Officer



SUBJECT: SURFACING ASPHALT - TERM CONTRACT
BID NO. C06023-04/11/06B
PUBLIC WORKS

Competitive bids were solicited and advertised for a term contract for the purchase of Surfacing Asphalt to be picked up on an as needed basis by the Public Works Department. This contract includes materials for pavement repairs and paving of roads and parking lots as budgeted in the "C" fund and general fund. The term of this contract shall be for a period of one (1) year effective upon approval. The County may extend the contract if it appears to be in its best interest. Said extension will be on an annual basis and will not exceed two (2) additional one (1) year periods.

We received three (3) bids (see attached bid tabulation). Bids were evaluated by Janice A. Bell, Procurement Officer and John Fechtel, Director of Public Works. It is recommended that awards be made to all three vendors submitting bids. The County is obligated only to the extent of authorized calls placed by authorized personnel against this contract. To determine which plant to call, the County will calculate the per mile cost per vehicle, to the nearest destination at the established contract price. The estimated annual value of this contract is \$75,000.00.

I concur with the above recommendation and further recommend that this bid be placed on County Council's agenda for their next scheduled meeting on May 9, 2006.

Attachment

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

County of Lexington

Bid Tabulation

BID: C06023-04/11/05B

SURFACING ASPHALT - TERM CONTRACT

Bidders Name	Type I	Type II	Type III	Type IV	Binder	Recycled Milled	Recycled Crushed
Sloan Construction Co.							
Cayce Plant	\$45.00	No Bid	\$45.00	\$45.00	\$45.00	No Bid	\$18.00
Columbia Plant	\$45.00	No Bid	\$45.00	\$45.00	\$45.00	No Bid	No Bid
Lanier Constructin Co							
Highway 321 S Plant	\$42.00	\$42.00	\$42.00	\$40.00	\$39.50	\$15.00	No Bid
C.R. Jackson, Inc..							
Independence Blvd Plant	\$44.70	\$44.70	\$44.70	\$44.70	\$44.50	\$8.00	\$10.00

Bids Opened: April 11 2006

Janice A. Bell, CPPB
 Procurement Officer



COUNTY OF LEXINGTON

Procurement Services

MEMORANDUM

(O) 785-8319

(F) 785-2240

DATE: April 25, 2006

TO: Art Brooks
County Administrator

THROUGH: Sheila R. Fulmer, CPPB
Procurement Manager



FROM: Donna J. Harris, CPPB
Procurement Officer



SUBJECT: Air Control Unit for Evidence Processing Lab - Sheriff's Department

Competitive quotations were obtained to provide all necessary labor and materials for complete installation of one (1) 2-ton rooftop Air Control Unit for the Evidence Processing Lab at the Sheriff's Department. A recent inspection of the area revealed that the lack of temperature control is creating a hazardous work environment. Many of the chemicals used in evidence processing must be stored in a temperature-controlled environment. Chemicals that are not stored at the proper temperature could create an explosion.

We received three (3) quotations (see attached bid tabulation). Bids were evaluated by Colonel Allan Paavel, Director of Administration, Sheriff's Department; Randy Quattlebaum, Interim Building Services Manager; and Donna J. Harris, Procurement Officer. It is our recommendation to award this bid to EFM Martin Mechanical Contractors, Incorporated as the lowest responsible bidder for a total cost of \$7,025.00 including applicable sales tax.

Funds are appropriated in the following account:

1000-151200-5A6497	(1) Air Control Unit - Evidence Room	\$7,025.00
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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 May 9, 2006.

copy: Larry Porth, Director of Finance/Assistant County Administrator
Sheriff James Metts
Chief Keith Kirchner, Assistant Sheriff
Colonel Allan Paavel, Director of Administration, Sheriff's Department
Randy Quattlebaum, Interim Building Services Manager

COUNTY OF LEXINGTON

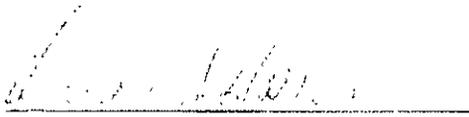
BID TABULATION SHEET

DATE: April 25, 2006

AIR CONTROL UNIT FOR EVIDENCE PROCESSING LAB - SHERIFF'S
DEPARTMENT

BIDDER	A/C Unit for Evidence Processing Lab	Total
EFM Martin Mechanical Contractors, Inc.	\$7,025.00	\$7,025.00
Broom Heating & Air, Inc.	\$7,700.00	\$7,700.00
Pardee's Refrig. & Air Conditioning, Inc	\$7,940.00	\$7,940.00

Bids were received: April 25, 2006



Donna J. Harris, CPPB
Procurement Officer

COUNTY OF LEXINGTON

Procurement Services

MEMORANDUM

(O) 785-8319

(F) 785-2240

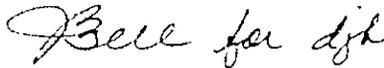
DATE: April 25, 2006

TO: Art Brooks
County Administrator

THROUGH: Sheila R. Fulmer, CPPB
Procurement Manager



FROM: Donna J. Harris, CPPB
Procurement Officer



SUBJECT: Renovations of Server Room - Sheriff's Department

Competitive quotations were obtained for the renovations of the server room for the Sheriff's Department. The renovations will provide sufficient temperature control for the computer server room. The Sheriff's Department recently lost a server due to the overheating of the equipment. This renovation is required to extend the useful life of the equipment.

The renovations will consist of an air control system, raised flooring and electrical work. We received eight (8) quotations (see attached bid tabulation). Bids were evaluated by Colonel Allan Paavel, Director of Administration, Sheriff's Department; Joe Scribellito, Information Technology Coordinator, Sheriff's Department; Randy Quattlebaum, Interim Building Services Manager; and Donna J. Harris, Procurement Officer. It is our recommendation to award the air control system to Broom Heating and Air, Inc. for a total bid of \$12,998.00, and the raised flooring and electrical work to Faulkner Haynes & Associates for a total bid of \$5,247.27. The total cost of this project is \$18,245.27 including applicable sales tax.

Funds are appropriated in the following account

1000-151200-5A6496	Renovation of Server Room	\$18,245.27
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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 May 9, 2006

copy: Larry Porth, Director of Finance/Assistant County Administrator
Sheriff James Metts
Chief Keith Kirchner, Assistant Sheriff
Colonel Allan Paavel, Director of Administration, Sheriff's Department
Randy Quattlebaum, Interim Building Services Manager

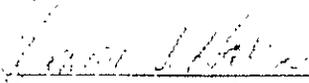
**COUNTY OF LEXINGTON
 BID TABULATION SHEET**

DATE: April 27, 2006

RENOVATIONS SERVER ROOM

BIDDER	RAISED FLOORING & ELECTRICAL	RAISED FLOORING ONLY	ELECTRICAL ONLY	A/C UNIT	TOTAL
Faulkner Haynes & Associates	\$5,247.27	N/A	N/A	\$16,408.80	\$21,656.07
Bontz Contracting Co., Inc.	No bid	\$3,230.00	No bid	No bid	\$3,230.00
Columbia Flooring, Inc.	\$8,500.00	N/A	N/A	N/A	\$8,500.00
HR Allen	N/A	N/A	\$4,850.00	N/A	\$4,850.00
Gregory Electric Company, Inc.	N/A	N/A	\$1,343.00	N/A	\$1,343.00
Broom Heating & Air, Inc.	N/A	N/A	N/A	\$12,998.00	\$12,998.00
EFM Martin Mechanical Contractor's, Inc.	N/A	N/A	N/A	\$14,150.00	\$14,150.00
Cullum Services, Inc.	N/A	N/A	N/A	\$13,899.00	\$13,899.00

April 27, 2006



 Donna J. Harris, CPPB
 Procurement Officer

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



COUNTY OF LEXINGTON, SOUTH CAROLINA

Community Development

County Administration Building, 4th Floor
212 South Lake Drive, Lexington, SC 29072
(803)785-8121

ZONING TEXT AMENDMENT APPLICATION # T06-04

Section(s) of the Zoning Ordinance that are affected:

Article 2 - Application of Regulations: Buffering Restrictions

Reason for the request: In order to better address the often intimate relationship between golf courses and the residential development along the fairways, a new separate definition of golf courses is proposed. That definition includes all of the activities associated with that type operation. Having such a definition will allow another opportunity to insure that fairways adjacent to any residential development can carry the same development limitations as the residential development without hindering the operation of the golf facilities.

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

Date of Application: 04/20/06

Phone #(s): work (803)-785-8121

Signature: [Handwritten Signature] Printed Name: Charles M. Compton

Street/Mailing Address: 212 South Lake Drive Lexington, SC 29072

Table with 2 columns: Date/Event (04/20/06 Application Received, Newspaper Advertisement) and Status (N/A, Fee Received, Planning Commission)

Planning Commission Recommendation:

Table with 4 columns: Date (5/9/06), First Reading, Public Hearing, Second Reading, Third Reading

Results:

Communication Towers include those used for radio, television, and telephone transmittal. The buildings attendant to such use may be incorporated into the Business Services activity.

Community Education activities include public, parochial, and private kindergartens, primary and secondary schools, colleges, junior colleges, technical education centers, and universities. Day care centers, stadiums, dormitories and other activities attendant to scholastic endeavors shall be dealt with as separate activity types, not to be included within the scope of this definition.

Construction Services include the storage of materials and equipment used to operate a construction business.

Crops include the raising of trees, vines, field, forage or other plant crops intended to provide food or fiber.

Detention Centers, prisons, or correctional institutions, but not half-way houses.

Essential Services include all facilities which provide power, communications, or personal health protection and emergency services as specified below. Any such facility owned and/or operated by the Irmo Fire District is exempt from the provisions of this Ordinance, provided all locations are approved by Lexington County Council.

Essential Services (Limited) shall include communication equipment installations and exchanges, natural gas substations, electric substations, neighborhood newspaper distribution centers, and post offices (excluding major mail processing centers).

Essential Services (Extensive) shall include recycling stations, solid waste transfer stations, law enforcement stations, fire stations, ambulance substations, and emergency first aid stations.

Food Services include functions performed by restaurants or other establishments wherein prepared food or beverages are sold for take-out, home delivery, or on-site consumption. A drive-through operation is considered accessory to the performance of the activity. Entertainment activities accessory to the principal activity may be permitted.

General Repair and Maintenance Services include activities such as appliance repair, furniture repair and/or refinishing, electronics repair, small engine repair, welding shops (excluding fabrication), and minor mechanical repairs. Work is completed primarily on-site, to include the storage of parts and items under repair.

General Retail (Limited) activities include the wholesale or retail sale or rental of goods or services customarily associated with clothing shops, convenience stores, drug stores, jewelry shops, florist shops, specialty gift shops, appliance stores, pet shops, hardware stores, garden supply shops, shoe stores, book stores, art studios, photography studios, stationery stores, and the like wherein the goods or services are offered at one location, either in the same building or in a series of buildings, which, in the aggregate, do not exceed 5,000 square feet in size. This activity also includes the sale of tires, batteries and vehicle accessories wherein the storage and/or display of goods and materials is conducted inside the buildings. The dispensing of petroleum products may be included as accessory to a General Retail (Limited) activity. Amusement centers featuring electronic games shall be included within this activity type.

General Retail (Extensive) activities include the wholesale or retail sale or rental of goods or services wherein a wide variety of such goods or services are offered at one location, either in the same building or in a series of buildings.

Golf Courses include the playing course itself as well as the support activities essential to its operation such as pro shop, food service, group assembly (for less than 500 participants), maintenance sheds, daylight driving range, and cart storage. Any other activities must meet the requirements of the appropriate category as defined in this section.

Group Assembly (Limited) activities include the provision of cultural, entertainment, educational, recreational, and athletic services to assembled groups of spectators or participants smaller than 250 in number. This activity includes clubs, lodges, meeting halls, and temporary festivals. It also includes a single lane boat ramp access into a body of water provided it is not available to the general public. Parcels located on water may also support fishing piers, swimming areas, and courtesy docks provided no water craft are

agencies having jurisdiction over such activities. A list of these agencies shall be maintained by the Zoning Administrator.

Medical Services include the therapeutic, preventative, or corrective personal treatment of people normally performed by physicians, dentists, or other practitioners, as well as medical testing and analysis services. This activity may include a public health clinic but would exclude any facilities providing extended or inpatient care

Military Installations.

Mining includes the extraction or removal of minerals for sale, processing, or consumption even if the mining activity is not required to obtain a mining permit from the South Carolina Department of Health and Environmental Control (SCDHEC). It does not include grading, backfilling, plowing, or excavating areas for agriculture or on-site construction, unless the extraction or removal of minerals exceeds 25,000 cubic yards or the activity continues for longer than six months.

Mining (Limited) includes all mining operations where the mining area does not exceed five (5) acres. This activity category does not permit on-site mineral processing including but not limited to milling, crushing, screening, washing, flotation, or refining. This activity category does not include chemical leaching of minerals, hard rock quarrying, or blasting.

Mining (Intermediate) includes all mining operations where the mining area does not exceed twenty-five (25) acres. This activity category permits on-site mineral processing, chemical leaching of minerals, hard rock quarrying, or blasting, provided that the blasting or chemical leaching of minerals meets the buffering restrictions of the Mining (Extensive) category

Mining (Extensive) includes all other mining activities not included within the definition of Mining (Limited) or Mining (Intermediate). This activity category permits on-site mineral processing, chemical leaching, and blasting.

Mini-Parks are recreational areas with no more than playground equipment and picnic facilities.

Mini-Warehouses include the operation of warehousing and storage wherein the storage capacity of individual units is less than 1,000 square feet of floor area and individual keys are provided to lock each unit during the term of a rental agreement

Mobile Home activities, including manufactured homes, are transportable dwellings intended for permanent residential occupancy. They may be contained in either one unit or multiple units designed to be joined together into one integral unit, arrive at a site complete and ready for occupancy except for minor and incidental assembly operations, and are constructed so that they may be used without a permanent foundation. This activity shall not include modular residential construction, as defined within the South Carolina Modular Buildings Construction Act of 1976. Modular residential construction shall be included in the Residential Detached or Residential Attached activity types, as appropriate.

Mobile Home Parks (Limited) Three or more mobile homes, exclusive of a mobile home occupied by the property owner, that are operated as a single entity and located within the vicinity of one another. The park may be located on a single parcel, or multiple parcels in the same or different ownership. The minimum size of an individual mobile home space in this type of development is 20,000 square feet.

Mobile Home Parks (Extensive) Three or more mobile homes, exclusive of a mobile home occupied by the property owner, that are operated as a single entity and located within the vicinity of one another. The park may be located on a single parcel, or multiple parcels in the same or different ownership. The minimum size of an individual mobile home space in this type of development is 6,000 square feet.

Natural Reserves and undeveloped open spaces include parks with minimum equipment, botanical gardens and arboretums, ~~golf courses (except for the buildings which are to be assigned specific activity types based on use);~~ and the like

Non-Assembly Cultural activities include public, parochial and private museums, art galleries, libraries, and observatories

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 5

Mobile Home Parks as regulated by Article 7

Sexually Oriented Businesses as regulated by Article 10

21.31 Chart of Permitted Activities by District

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

R1	R2	R3	D	RA	RD	LC	C1	C2	ID	LR	ACTIVITIES
					✓	✓	✓	✓	✓	✓	Administrative Offices
					✓		✓	✓	✓	✓	Advertising Signs
				✓	✓	✓	✓	✓	✓	✓	Airports
			✓	✓	✓				✓	✓	Animal Operations
		✓		✓	✓		✓	✓	✓	✓	Boat Docks
					✓			✓	✓	✓	Bus and Transit Terminals
					✓			✓	✓	✓	Business Services
	✓	✓	✓	✓	✓			✓	✓	✓	Cemeteries
	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	Child or Adult Day Care
✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	Chuches
					✓				✓	✓	Communication Towers
✓	✓	✓	✓	✓	✓			✓	✓	✓	Community Education
			✓	✓	✓			✓	✓	✓	Construction Services
				✓	✓				✓	✓	Crops
					✓				✓	✓	Detention Centers
✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	Essential Services (Limited)
	✓	✓	✓	✓	✓			✓	✓	✓	Essential Services (Extensive)
				✓	✓			✓	✓	✓	Food Services
					✓			✓	✓	✓	General Repair and Maintenance Services
					✓		✓	✓	✓	✓	General Retail (Limited)
					✓			✓	✓	✓	General Retail (Extensive)
✓*	✓*	✓*	✓*	✓	✓	✓	✓	✓	✓	✓	Golf Courses
✓*	✓*	✓*	✓*	✓	✓		✓	✓	✓	✓	Group Assembly (Limited)
				✓	✓			✓	✓	✓	Group Assembly (Intermediate)
					✓			✓	✓	✓	Group Assembly (Extensive)
		✓	✓	✓	✓	✓	✓	✓	✓	✓	Group Housing
			✓	✓	✓				✓	✓	Hospitals
					✓				✓	✓	Kennels and Stables
					✓				✓	✓	Landfills (Limited)
					✓				✓	✓	Landfills (Intermediate)
					✓				✓	✓	Landfills (Extensive)
					✓			✓	✓	✓	Manufacturing (Light Assembly)
					✓				✓	✓	Manufacturing (Limited)
					✓				✓	✓	Manufacturing (Intermediate)
					✓				✓	✓	Manufacturing (Extensive)
					✓			✓	✓	✓	Martins

R1	R2	R3	D	RA	RD	LC	G1	G2	ID	LR	ACTIVITIES
					✓	✓	✓	✓	✓	✓	Medical Services
					✓				✓	✓	Military Installations
			✓		✓			✓	✓	✓	Mining (Limited)
					✓				✓	✓	Mining (Intermediate)
					✓				✓	✓	Mining (Extensive)
✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	Mini-Parks
					✓				✓	✓	Mini-Warehouses
	✓	✓	✓	✓	✓		✓	✓	✓	✓	Mobile Homes
		✓			✓				✓	✓	Mobile Home Parks (Limited) *
		✓			✓				✓	✓	Mobile Home Parks (Extensive) *
✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	Natural Reserves
				✓	✓	✓	✓	✓	✓	✓	Non-Assembly Cultural
	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	Nursing Homes
					✓		✓	✓	✓	✓	Personal Convenience Services
			✓	✓	✓	✓	✓	✓	✓	✓	Plant Nurseries
					✓				✓	✓	Power Plants
					✓	✓	✓	✓	✓	✓	Professional Services
					✓				✓	✓	Radioactive Materials Handling
					✓				✓	✓	Railroad
					✓				✓	✓	Recycling Centers
					✓			✓	✓	✓	Research Services
✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	Residential Detached
	✓	✓			✓	✓	✓	✓	✓	✓	Residential Attached (2 dwelling units)
		✓			✓			✓	✓	✓	Residential Attached (3 or more dwelling units)
		✓			✓			✓	✓	✓	Retirement Centers/Assisted Living
					✓				✓	✓	Salvage/Wrecking Yard
					✓				✓	✓	Scrap Operations
					✓		✓	✓	✓	✓	Business Parks
					✓			✓	✓	✓	Shopping Centers
					✓				✓	✓	Industrial Parks
					✓			✓	✓	✓	Towing and Impoundment Lot
					✓			✓	✓	✓	Trade Enterprises
					✓			✓	✓	✓	Transient Habitation
					✓			✓	✓	✓	Transport and Warehousing (Limited)
					✓			✓	✓	✓	Transport and Warehousing (Extensive)
					✓		✓	✓	✓	✓	Transport Services
✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	Undertaking
					✓			✓	✓	✓	Utilities
					✓			✓	✓	✓	Vehicle Parking
					✓			✓	✓	✓	Vehicle Repair
					✓			✓	✓	✓	Vehicle Sales
					✓		✓	✓	✓	✓	Vehicle Servicing (Limited)
					✓			✓	✓	✓	Vehicle Servicing (Extensive)
				✓	✓			✓	✓	✓	Veterinarian
				✓	✓			✓	✓	✓	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

The permitting of this activity in these districts is allowed only if the Golf Course activity is a part of a planned development that includes residential development as a part of its design.

A	C	I	RI/6	RI/5	RI/4	LI & Max. Limits	ACTIVITIES
✓	✓	✓				✓ 09 FAR	Administrative Offices
✓							Advertising Signs
✓	✓	✓					Airports
✓	✓	✓					Animal Operations
✓	✓	✓					Boat Decks
✓	✓						Bus and Transit Terminals
✓	✓	✓				✓ 05 FAR	Business Services
✓	✓	✓				✓	Cemeteries
✓	✓	✓					Child or Adult Day Care
✓	✓	✓					Churches
✓	✓	✓				✓ 03 FAR	Communication Towers
✓	✓	✓					Community Education
✓	✓	✓					Construction Services
✓	✓	✓				✓	Crops
✓	✓						Detention Centers
✓	✓	✓				✓	Essential Services (Limited)
✓	✓	✓					Essential Services (Extensive)
✓	✓	✓					Food Services
✓	✓	✓					General Repair and Maintenance Services
✓	✓	✓				✓ 02 FAR	General Retail (Limited)
✓	✓	✓				✓ 03 FAR	General Retail (Extensive)
✓	✓	✓	✓ ⁱⁱ	✓ ⁱⁱⁱ	✓ ⁱⁱⁱ		Golf Courses
✓	✓	✓	✓ [*]	✓ [*]	✓ [*]		Group Assembly (Limited)
✓	✓	✓	✓ [*]	✓ [*]	✓ [*]		Group Assembly (Intermediate)
✓	✓	✓ [#]					Group Assembly (Extensive)
✓	✓	✓	✓			✓ 5.5 DU/acre	Group Housing
✓	✓	✓ [#]					Hospitals
✓	✓	✓					Kennels and Stables
✓	✓	✓					Landfills (Limited)
✓	✓	✓ ^{**}					Landfills (Intermediate)
✓	✓ ^{...}						Landfills (Extensive)
✓	✓	✓					Manufacturing (Light Assembly)
✓	✓	✓					Manufacturing (Limited)
✓	✓	✓					Manufacturing (Intermediate)
✓	✓						Manufacturing (Extensive)
✓	✓	✓					Marinas
✓	✓	✓				✓ 07 FAR	Medical Services
✓	✓						Military Installations
✓	✓	✓					Mining (Limited)
✓	✓	✓					Mining (Intermediate)
✓	✓						Mining (Extensive)
✓	✓	✓	✓	✓	✓	✓	Mini-Parks
✓	✓	✓					Mini-Warehouses
✓	✓	✓	✓	✓	✓	✓ 4 DU/acre	Mobile Homes
✓	✓	✓	✓			✓ 6 DU/acre	Mobile Home Parks
✓	✓	✓	✓	✓	✓	✓	Natural Reserves
✓	✓	✓	✓				Non-Assembly Cultural
✓	✓	✓				✓ 12 Beds/acre	Nursing Homes

A	C	I	RI6	RI5	RI4	LE & Max. Limits	ACTIVITIES
✓	✓	✓				✓ 03 FAR	Personal Convenience Services
✓	✓	✓				✓	Plant Nurseries
✓	✓						Power Plants
✓	✓	✓				✓ 09 FAR	Professional Services
✓	✓						Radioactive Materials Handling
✓	✓						Railroad
✓	✓	✓					Recycling Centers
✓	✓	✓				✓ 09 FAR	Research Services
✓	✓	✓	✓	✓	✓	✓ 4 DU/acre	Residential Detached
✓	✓	✓	✓	✓		✓ 4 DU/acre	Residential Attached (2 Dwelling Units)
✓	✓	✓	✓			✓ 6 DU/acre	Residential Attached (3 or more Dwelling Units)
✓	✓	✓	✓			✓ 6 DU/acre	Retirement Centers/Assisted Living
✓	✓	✓					Salvage/Wrecking Yard
✓	✓	✓					Scrap Operations
✓	✓	✓					Business Parks
✓	✓	✓					Shopping Centers
✓	✓	✓					Industrial Parks
✓	✓	✓					Towing and Impoundment Lot
✓	✓	✓					Trade Enterprises
✓	✓	✓					Transient Habitation
✓	✓	✓					Transport & Warehousing (Limited)
✓	✓	✓					Transport & Warehousing (Extensive)
✓	✓	✓					Transport Services
✓	✓	✓					Undertaking
✓	✓	✓	✓	✓	✓	✓	Utilities
✓	✓	✓					Vehicle Parking
✓	✓	✓				✓	Vehicle Repair
✓	✓	✓				✓ 03 FAR	Vehicle Sales
✓	✓	✓					Vehicle Servicing (Limited)
✓	✓	✓					Vehicle Servicing (Extensive)
✓	✓	✓					Veterinarian
✓	✓	✓					Zoos

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

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

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

Access by this classification is allowed only if the Golf Course activity is a part of a planned development that includes residential development as a part of its design.

22.10 Driveway and Street Restrictions

22.11 Vision Clearance

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

COMMITTEE REPORT

RE: Community Development Block Grant (CDBG) Program 2006-2007 Annual Action Plan

DATE: April 28, 2006

COMMITTEE: Planning and Administration

MAJORITY REPORT: Yes

At the April 25, 2006 Planning and Administration Committee meeting, Mr. Ronald Scott, Director, Community Development presented the Community Development Block Grant (CDBG) Program 2006-2007 Annual Action Plan.

According to information submitted by Mr. Scott, the County will receive \$1,014,447 from the United States Department of Housing and Urban Development (HUD) to implement the program. An Annual Action Plan is required that describes specifically how the County will utilize the funds in the upcoming year. The Plan includes the projects approved by County Council and must be submitted to HUD no later than May 16, 2006.

The availability of the Plan and the public comment period was advertised in *THE STATE* newspaper on March 30, 2006. The 30-day comment period ended on April 30, 2006. The Plan was also posted on the County's website for public review and a public hearing on the Action Plan was held on April 14, 2006.

The Committee voted to recommend that Council adopt the 2006-2007 Annual Action Plan as presented at the Committee meeting on April 25, 2006.



County of Lexington

Community Development Department
212 South Lake Drive
Lexington, SC 29072
Phone: (803) 785-8121
Fax: (803) 785-8188

MEMORANDUM

TO: Planning and Administration Committee
Lexington County Council

THROUGH: Art Brooks, County Administrator

FROM: Ronald T. Scott, Community Development Director 

DATE: April 14, 2006

SUBJECT: Community Development Block Grant (CDBG) Program
2006-2007 Annual Action Plan

Lexington County will receive \$1,014,447 from the United States Department of Housing and Urban Development (HUD) to implement the Community Development Block Grant (CDBG) program for the 2006-07 FY. An Annual Action Plan is required that describes specifically how the County will utilize CDBG funds in the upcoming year. The Plan includes the projects approved by County Council and must be submitted to HUD no later than May 16, 2006.

The availability of the Plan and the public comment period was advertised in *The State* newspaper on March 30, 2006. The 30-day comment period will end April 30, 2006. The Plan is also posted on the County's website for public review. A public hearing on the Action Plan was held on April 14, 2006.

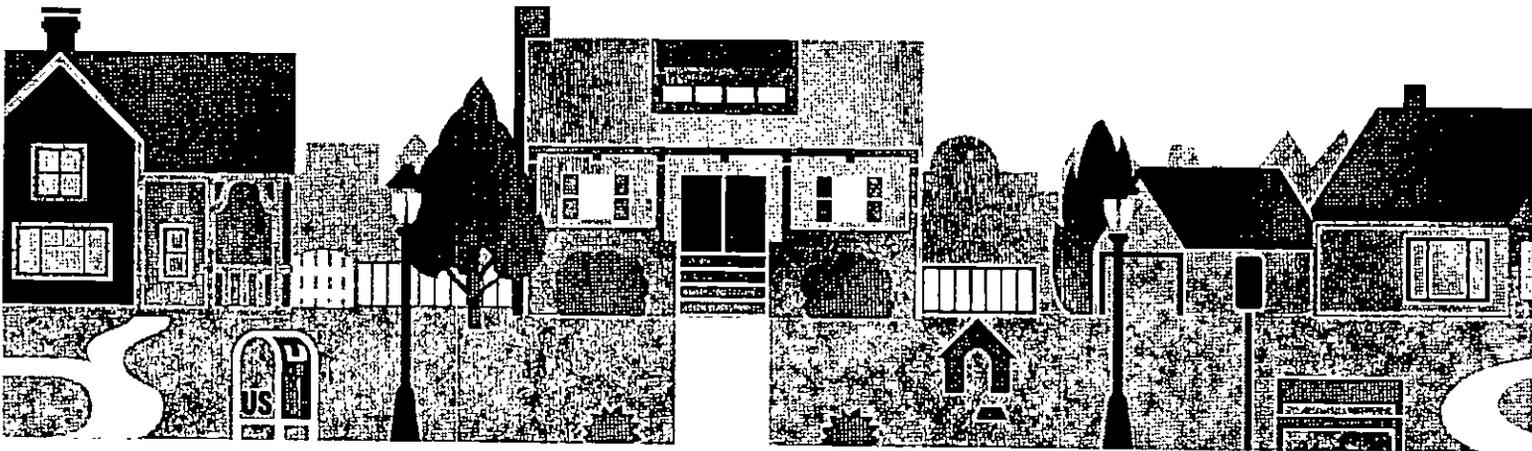
Requested Action: Committee recommendation to full Council for approval of the Community Development Block Grant Program 2006/2007 Annual Action Plan.

Lexington County
South Carolina

2006/2007

**Community Development Block
Grant**

Annual Action Plan



PROGRAM YEAR 2006
JULY 1, 2006 – JUNE 30, 2007

Staff

RONALD T. SCOTT

Director (803)785-8121

GEORGE BISTANY

Community Development Administrator (803)785-8121

JASON BOOZER

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**Lexington County
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**THE SF-424 FORM IS IN A SEPARATE DOCUMENT. IF YOU WOULD LIKE TO
REVIEW A COPY PLEASE CALL 785-8121 AND ASK FOR ASSISTANCE WITH THE
2006/2007 CDBG ACTION PLAN.**

Introduction

Lexington County has been a participant in the Community Development Block Grant (CDBG) Program since July 1, 2000. This program is sponsored by the US Department of Housing and Urban Development (HUD) and was established to combine several different, specific, federal grants into a single, flexible grant program.

The primary objective of the CDBG program is to develop sustainable communities through improved housing, living, and economic conditions. Activities under this program must predominately benefit persons of low- and moderate-income (defined by HUD as household income that is less than 80% of the area median income), must meet one of three national objectives, and must be eligible under the CDBG requirements.

The National Objectives for the CDBG program are to:

- Benefit low- and moderate-income persons
- Aid in the prevention or elimination of slums or blight
- Meet an urgent need

Lexington County's participation is through the Urban County Entitlement portion of this block grant. The County became eligible for this entitlement when its population exceeded 200,000 in the unincorporated area. The County receives funds directly from HUD each year, based on Congressional apportionment.

As part of the program's implementation, the County must develop a plan every five years for the upcoming five years. This is known as the Five-Year Consolidated Plan or simply as the Consolidated Plan. The current Five-Year Consolidated Plan was developed in conjunction with County Council and public input, as well as a review of various formal and informal needs assessments and a review of planned infrastructure improvements. The Consolidated Plan covers the period July 1, 2005 through June 30, 2009 and includes a community profile, plan for citizen participation, and a review of housing and homelessness data.

In accordance with HUD guidelines, the Annual Action Plan is developed each year to identify specific activities that address priorities and goals established in the Consolidated Plan.

In developing the Annual Action Plan, the County reviews the Consolidated Plan, seeks public input, and conducts formal or informal needs assessments to determine whether the direction set in the Consolidated Plan is still pertinent and whether additional needs have surfaced that may be met through the CDBG program.

Broad priorities for the County's CDBG program are described in the Consolidated Plan. They are:

- Priority Need 1: Ensure adequate and dependable public facilities are available to provide for basic and essential needs and service.

- Priority Need 2: Ensure adequate and safe infrastructure to meet basic needs of residents.
- Priority Need 3: Develop and produce plans and studies that will assist in identifying and evaluating community needs and establish strategies for implementation.
- Priority Need 4: Establish or support programs that provide needed public services and/or increase the level of service provided by existing programs.
- Priority Need 5: Support and provide assistance to nonprofit and for-profit entities that create, increase or retain employment opportunities for LMI persons.
- Priority Need 6: Provide and/or support adequate, safe and affordable housing.
- Priority Need 7: Provide mechanisms and forums for collaboration, coordination, and community capacity building.
- Priority Need 8: Support programs that provide housing and services for homeless populations.

Citizen Participation (TO BE FINALIZED AFTER 4/30/06)

A notice of availability and public hearing for the 2006/2007 Action Plan was published on March 30, 2006 in *The State* newspaper. This notice was published in the "Neighbors" section in all three Lexington County zones.

A public hearing is scheduled for April 14, 2006, at 3:00 p.m.

Resources

FEDERAL RESOURCES

CDBG funds are the only formula entitlement grant funds that Lexington County receives directly from HUD. Lexington County CDBG funds are not being used to meet local match requirements for any other HUD programs. All projects identified in this Action Plan will be funded from the County's 2006 CDBG allocation of \$1,014,447 or from uncommitted funds from previous years. No program income is anticipated. When feasible, the County will provide in-kind services, funds for operating costs, funds for furnishings and equipment, other available funds, or real property to carry out the activities identified in this plan.

The CDBG program regulations limit the amount of expenditure for administration of the program. In accordance with these limitations, Lexington County does not budget or spend more than 20% of the overall grant amount for administration during a program year. For this Action Plan, the County is limited to no more than 20% of \$1,014,447 or \$202,889 for

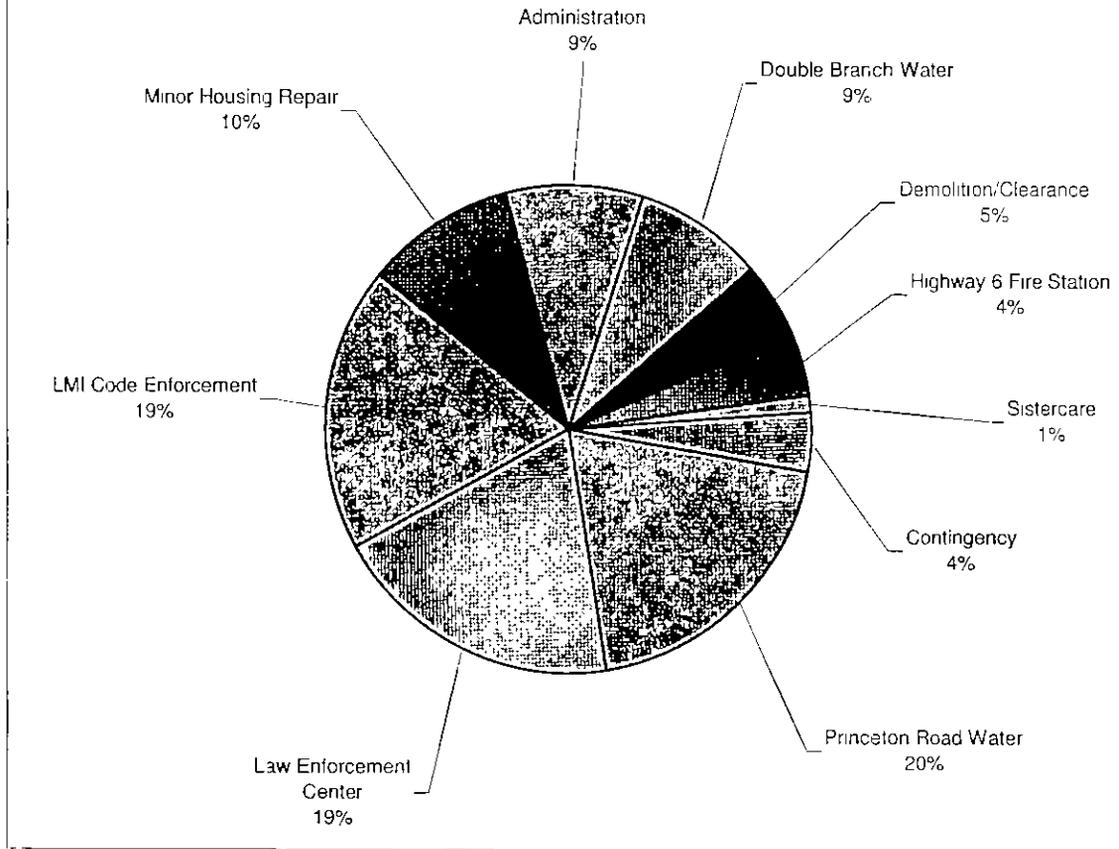
administration. The County has budgeted \$95,602 or 9% of the grant amount for Administration.

The CDBG program regulations also limit the amount of expenditure for public service activities. In accordance with these limitations, Lexington County does not budget or spend more than 15% of the overall grant amount for public service activities during a program year. For this action plan, the County is limited to no more than 15% of \$1,014,447 or \$152,167 for these activities. The County has budgeted \$12,000 or 1% of the grant amount for Public Service Activities.

PROGRAM YEAR 2005 FUNDING SOURCES	
CDBG	\$1,014,447
CDBG – Prior Years (estimated)	\$84,333
HOME	\$0
ESG	\$0
HOPWA	\$0
ADDI	\$0
PROGRAM INCOME	\$0
TOTAL:	\$1,098,780

2006/2007 PROJECTS			
Activities	Total Funds Allocated	2006 Program Funds	Previous Years Funds
Public Facilities			
Highway 6 Fire Station	\$41,000	\$41,000	
Law Enforcement Center – Lexington County Airport at Pelion	\$198,104	\$198,104	
Infrastructure			
Princeton Road Water	\$200,000	\$200,000	
Double Branch Neighborhood Water	\$87,275	\$87,275	
Neighborhood Revitalization			
Minor Housing Repair Program	\$100,000	\$100,000	
Demolition and Clearance Program	\$50,000	\$50,000	
LMI Areas Code Enforcement	\$191,047	\$191,047	
Public Services			
Sistercare	\$12,000	\$12,000	
Administration			
CDBG Program Administration	\$179,935	\$95,602	\$84,333
Contingency			
2006 Program Contingency	\$39,419	\$39,419	
TOTAL:	\$1,098,780	\$1,014,447	\$84,333

**2006/2007 CDBG PROJECTS
GRANT AWARD: \$1,014,447**



2006/2007 Projects	2006 Funds
Princeton Road Water	\$200,000
Law Enforcement Center – Lexington County Airport at Pelion	\$198,104
LMI Areas Code Enforcement	\$191,047
Minor Housing Repair Program	\$100,000
CDBG Program Administration	\$95,602
Double Branch Neighborhood Water	\$87,275
Demolition and Clearance Program	\$50,000
Highway 6 Fire Station	\$41,000
2006 Program Contingency	\$39,419
Sistercare	\$12,000
TOTAL:	\$1,014,447

OTHER RESOURCES

Local (\$225,000)

The Law Enforcement Center project will be constructed on land owned by Lexington County. The value of the entire parcel is estimated to be approximately \$225,000.

Sub-Recipients (\$20,000+)

The Lexington County Joint Municipal Water and Sewer Commission is providing in-kind services for the Princeton Road Water project including Davis-Bacon compliance, engineering and contract administration. The value of this contribution is estimated to be at least \$20,000.

County of Lexington In-Kind

The Public Safety Department will provide oversight on the Highway 6 Fire Station and Law Enforcement Center projects.

A number of other resources, including private, non-profit, local, State and Federal Programs, can be used to address housing, community development and special needs. Approximately sixty-nine organizations provide services on a Statewide or regional basis for non-homeless special needs populations, including the elderly, low-income families, persons with mental and physical disabilities, and persons with AIDS/HIV. These organizations provide advocacy, direct assistance, funding, information, or referrals for those populations.

The majority of funding for housing and community development programs in Lexington County originates from Federal sources. Some programs including CDBG, Low Income Housing Tax Credits (LIHTCs), Section 8 rental assistance programs and Low Income Home Energy Assistance (LIHEAP), are allocated based on formulas. Other programs are available only on a demonstration basis or through a competitive process on a national or regional level. These sources of funds are more difficult to obtain and less secure as a long-term funding source.

Activities to be Undertaken

PROJECT DESCRIPTIONS

HIGHWAY 6 FIRE STATION

Description			
<p>This fire station will provide coverage to a large rural area of the county that is currently more than 5 miles from any fire safety facility. The project will include costs for architectural design, land purchase and construction costs. Fire equipment will also be included to support the facility including 12 personal fire protection outfits, 15 monitors/receivers, and 6 radios.</p>			
Eligibility Citation:	570.201 (c)	Funding:	
		CDBG 2006:	\$41,000
National Objective:	570.208 (a) (1) Low Mod Area	CDBG 2005:	\$111,440
HUD Matrix Code:	030 – Fire Station/Equipment	CDBG 2004:	\$435,000
Location:	Highway 6 between Fish Hatchery Road and Meadowfield Road	Other:	\$0
		TOTAL:	\$587,440
Priority Need:	Ensure adequate and dependable public facilities are available to provide for basic and essential needs and service.		
Objective:	Suitable living environment		
Outcome(s):	<ul style="list-style-type: none"> • Availability/Accessibility • Affordability • Sustainability 		
Outcome Statement(s):	<ul style="list-style-type: none"> • Enhance Suitable Living Environment through Improved Accessibility • Enhance Suitable Living Environment through Improved or New Affordability • Enhance Suitable Living Environment through Improved or New Sustainability 		
Beneficiaries:	This project will serve approximately 78.5 sq miles of LMI block groups. This will reduce insurance rates and decrease response times.	Completion Date:	July 1, 2007
Current Status:	Environmental assessment complete. Acquisition in progress. Architectural design is underway. Construction expected within 6-8 months.		
Administered by:	Lexington County Community Development Block Grant staff		

LAW ENFORCEMENT CENTER – LEXINGTON COUNTY AIRPORT AT PELION

Description			
<p>This law enforcement substation will increase law enforcement presence at the County's new airport near the Town of Pelion. The project will include costs for an environmental assessment, architectural design, land purchase and construction costs.</p>			
Eligibility Citation:	570.201 (c)	Funding:	
National Objective:	570.208 (a) (1) Low Mod Area	CDBG 2006:	\$19B,104
HUD Matrix Code:	03E – Neighborhood Facilities	CDBG 2005:	\$664,249
Location:	Lexington County Airport at Pelion	TOTAL:	\$862,353
Priority Need:	Ensure adequate and dependable public facilities are available to provide for basic and essential needs and service.		
Objective:	Suitable living environment		
Outcome(s):	<ul style="list-style-type: none"> • Availability/Accessibility • Affordability • Sustainability 		
Outcome Statement(s):	<ul style="list-style-type: none"> • Enhance Suitable Living Environment through Improved Accessibility • Enhance Suitable Living Environment through Improved or New Affordability • Enhance Suitable Living Environment through Improved or New Sustainability 		
Beneficiaries:	This project will serve a large area of LMI block groups. The project will provide greater law enforcement coverage for the area that will improve the quality of life for residents.		Completion Date:
			July 1, 2007
Current Status:	Environmental assessment has been completed. Architectural design is underway. Construction expected within 6-8 months.		
Administered by:	Lexington County Community Development Block Grant staff		

PRINCETON ROAD WATER

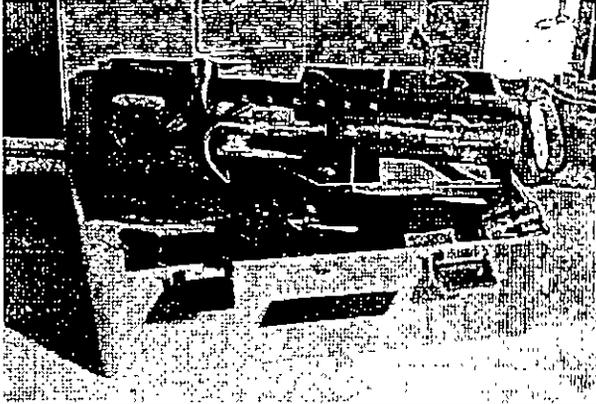
<p>Description</p> <p>This project will consist of the installation of approximately 5,500 LF of 12" water main along Princeton Road between Ramblin Road and Edmund Highway. In addition to providing water service to residents of Princeton Road, the project will also help fire flow and allow for future water service extensions to other low and moderate-income areas nearby. The Lexington County Joint Municipal Water and Sewer Commission is providing in-kind services for the project including engineering and contract administration.</p>	
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Eligibility Citation:	570.201 (c)	Funding:	
National Objective:	570.208 (a) (1) Low Mod Area	CDBG 2006:	\$200,000
HUD Matrix Code:	03J – Water/Sewer Improvements	Joint Municipal Water & Sewer Commission	\$20,000
Location:	Princeton Road	TOTAL:	\$220,000
Priority Need:	Ensure adequate and safe infrastructure to meet basic needs of residents.		
Objective:	<ul style="list-style-type: none"> Suitable Living Environment Decent Housing 		
Outcome(s):	<ul style="list-style-type: none"> Availability/Accessibility Sustainability 		
Outcome Statement(s):	<ul style="list-style-type: none"> Enhance Suitable Living Environment through Improved Accessibility and Sustainability Create Decent Housing with Improved Availability and Sustainability 		
Beneficiaries:	There are approximately 32 homes on this road that will benefit from the project.	Completion Date:	
Current Status:		July 1, 2007	
Administered by:	Lexington County Joint Municipal Water and Sewer Commission		

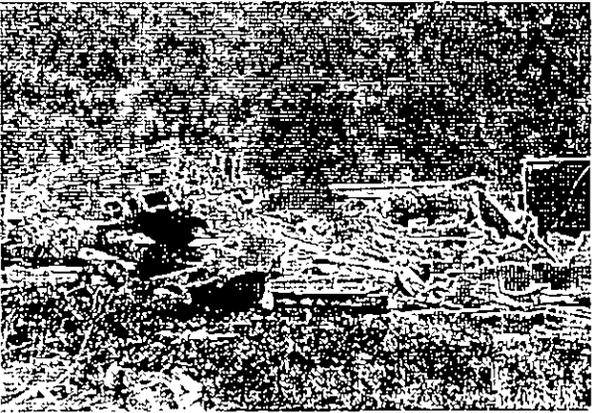
DOUBLE BRANCH NEIGHBORHOOD WATER

Description			
<p>The Double Branch Road area is a predominately low-and-moderate-income neighborhood and in need of infrastructure, particularly water service. This project would provide potable water to remaining underserved portions of the area, as well as install three fire hydrants along Double Branch.</p>			
Eligibility Citation:	570.201 (c)	Funding:	
National Objective:	570.208 (a) (1) Low Mod Area	CDBG 2006:	\$87,275
HUD Matrix Code:	03J – Water/Sewer Improvements	TOTAL:	\$87,275
Location:	Unincorporated area of Double Branch Road		
Priority Need:	Ensure adequate and safe infrastructure to meet basic needs of residents.		
Objective:	<ul style="list-style-type: none"> • Suitable Living Environment • Decent Housing 		
Outcome(s):	<ul style="list-style-type: none"> • Availability/Accessibility • Sustainability 		
Outcome Statement(s):	<ul style="list-style-type: none"> • Enhance Suitable Living Environment through Improved Accessibility and Sustainability • Create Decent Housing with Improved Availability and Sustainability 		
Beneficiaries:		Completion Date:	
This project will benefit low-and-moderate-income residents of the unincorporated area of the neighborhood.		July 1, 2007	
Current Status:			
New Project			
Administered by:	City of West Columbia		

MINOR HOUSING REPAIR PROGRAM

Description			
<p>This project is to assist low-and-moderate income homeowners with minor repairs to their home. The plan for this year is to assist approximately twenty homeowners. The total amount of assistance per household will not exceed \$5,000.</p>			
Eligibility Citation:	570.202	Funding:	
National Objective:	570.208(a)(2) Limited Clientele Activities	CDBG 2006:	\$100,000
HUD Matrix Code:	14A – Rehab; Single-Unit Residential	Lex. County Building Inspections	\$10,000
Location:	LMI households in unincorporated Lexington County	TOTAL:	\$110,000
Priority Need:	Provide and support adequate, safe and affordable housing.		
Objective:	<ul style="list-style-type: none"> • Suitable Living Environment • Decent Housing 		
Outcome(s):	<ul style="list-style-type: none"> • Availability/Accessibility • Affordability • Sustainability 		
Outcome Statement(s):	<ul style="list-style-type: none"> • Enhance Suitable Living Environment through Improved Accessibility, Affordability, and Sustainability • Create Decent Housing with Improved Accessibility and Sustainability 		
Beneficiaries:	This project will potentially benefit low and moderate homeowners and their dependants of the unincorporated areas of the County.		Completion Date:
Current Status:	New Project		
Administered by:	Lexington County Community Development Block Grant staff		

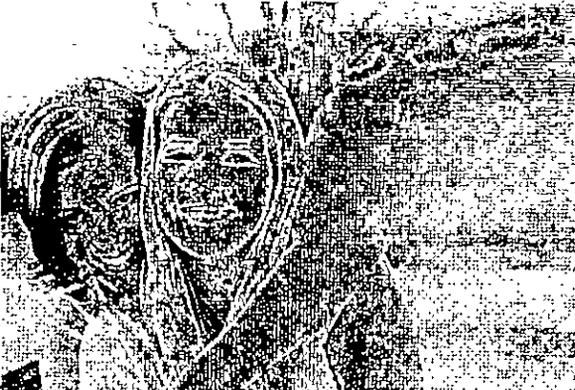
DEMOLITION AND CLEARANCE PROGRAM

<p>Description</p> <p>This project will assist property owners with the voluntary removal and disposal of mobile homes and derelict structures that do not have the funds to pay for removal.</p>			
Eligibility Citation:	570.201(d)	Funding:	
National Objective:	570.208(a)(2) Limited Clientele Activities	CDBG 2006:	\$50,000
HUD Matrix Code:	04 – Clearance and Demolition	Building Inspections Department	\$5,000
Location:	Unincorporated areas of Lexington County	TOTAL:	\$55,000
Priority Need:	Establish or support programs that provide needed public services or increase the level of service provided by existing programs.		
Objective:	<ul style="list-style-type: none"> • Suitable Living Environment • Decent Housing 		
Outcome(s):	<ul style="list-style-type: none"> • Availability/Accessibility • Affordability • Sustainability 		
Outcome Statement(s):	<ul style="list-style-type: none"> • Enhance Suitable Living Environment through Improved Accessibility, Affordability, and Sustainability • Create Decent Housing with Improved Accessibility and Sustainability 		
Beneficiaries:	This project will benefit low and moderate homeowners and residents of the unincorporated areas of the County.	Completion Date:	
Current Status:		July 1, 2007	
New Project.			
Administered by:	Lexington County Community Development Block Grant staff		

LMI CODE ENFORCEMENT

<p>Description</p> <p>A new program to target code enforcement activities in low-and-moderate-income areas of the County by hiring two code enforcement officers with the appropriate equipment.</p>			
<p>Eligibility Citation: 570.202(c)</p>	<p>Funding:</p> <table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 70%;">CDBG 2006:</td> <td style="text-align: right;">\$191,047</td> </tr> </table>	CDBG 2006:	\$191,047
CDBG 2006:	\$191,047		
<p>National Objective: 570.208 (a) (1) Low Mod Area</p>			
<p>HUD Matrix Code: 15 – Code Enforcement</p>			
<p>Location: Unincorporated LMI Areas</p>			
	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 70%;">TOTAL:</td> <td style="text-align: right;">\$191,047</td> </tr> </table>	TOTAL:	\$191,047
TOTAL:	\$191,047		
<p>Priority Need:</p>	<p>Provide and support adequate, safe and affordable housing.</p>		
<p>Objective:</p>	<ul style="list-style-type: none"> • Suitable Living Environment • Decent Housing 		
<p>Outcome(s):</p>	<ul style="list-style-type: none"> • Availability/Accessibility • Affordability • Sustainability 		
<p>Outcome Statement(s):</p>	<ul style="list-style-type: none"> • Enhance Suitable Living Environment through Improved Accessibility, Affordability, and Sustainability • Create Decent Housing with Improved Accessibility and Sustainability 		
<p>Beneficiaries: This project will benefit low-and-moderate-income residents of the unincorporated areas of the County.</p>	<p>Completion Date: July 1, 2007</p>		
<p>Current Status: New Project.</p>			
<p>Administered by:</p>	<p>Lexington County Community Development Block Grant staff</p>		

SISTERCARE

Description			
This project will help provide emergency safe shelter for battered women and their children. The \$12,000 award will be leveraged with other funds the agency receives and will allow them to operate their Lexington County shelter all twelve months of the year instead of the current eight months (increasing their service by approximately 25%).			
Eligibility Citation:	570.201(e)	Funding:	
National Objective:	570.208(a)(2) Limited Clientele Activities	CDBG 2006:	\$12,000
HUD Matrix Code:	05G – Battered and Abused Spouses		
Location:	Lexington County		
		TOTAL:	\$12,000
Priority Need:	Establish or support programs that provide needed public services and/or increase the level of service provided by existing programs.		
Objective:	<ul style="list-style-type: none"> Suitable Living Environment 		
Outcome(s):	<ul style="list-style-type: none"> Availability/Accessibility 		
Outcome Statement(s):	<ul style="list-style-type: none"> Enhance Suitable Living Environment through Improved Accessibility 		
Beneficiaries:	This project will benefit battered spouses residing in a Lexington County domestic violence shelter. Battered spouses are presumed by HUD to be low-and-moderate-income.		Completion Date:
			July 1, 2007
Current Status:	New Project.		
Administered by:	Lexington County Community Development Block Grant staff		

PERFORMANCE MEASUREMENT

In September 2003, HUD issued *CPD Notice 03-09* regarding performance measurement. In the notice, HUD strongly encouraged each CPD formula grantee, which includes Lexington County's CDBG program, to develop and use a performance measurement system. In addition, it described the need for HUD to begin to show the results of the federal dollars spent on the activities funded by the CDBG program. On March 7, 2006 HUD established its new standards for performance measurement through the publication of the *Notice of Outcome Performance Measurement System for Community Planning and Development Formula Grant Programs* in the Federal Register. As described in the Federal Register, the outcome performance measurement system will enable HUD to collect information on the outcomes of activities funded with CPD formula grant assistance and to aggregate that information at the national, state, and local level.

In preparation for the new system, staff attended HUD's proposed performance measurement system feedback session in Atlanta in July 2005. Since that time, the CDBG staff has been analyzing records and projects and communicating with partners to ensure that adequate information is collected when needed. Each project or activity funded by the CDBG program falls under one of the three objectives that relate to the statutory purposes of the program:

- 1. Creating a Suitable Living Environment:** In general, this objective relates to activities that are designed to benefit communities, families or individuals by addressing issues in their living environment. It relates to activities that are intended to address a wide range of issues faced by LMI persons from physical problems with their environment, such as poor quality infrastructure, social issues such as crime prevention, literacy, or health services.
- 2. Providing Decent Housing:** The activities that typically would be found under this objective are designed to cover the wide range of housing possible under CDBG. This objective focuses on housing programs where the purpose of the program is to meet individual family or community needs.
- 3. Creating Economic Opportunities:** This objective applies to types of activities related to economic development, commercial revitalization, or job creation.

For each objective selected for a specific project, one of three outcome categories that best reflects what is proposed to be achieved by funding that activity will be chosen. The three outcome categories are:

- 1. Improving Availability or Accessibility:** This outcome category applies to activities that make services, infrastructure, public services, housing, or shelter available or accessible to low- and moderate-income persons, including those with disabilities. In this category, accessibility not only refers to physical barriers, but also to making the affordable basics of daily living available and accessible (i.e., increased access to various services, housing units, or facilities) to low- and moderate-income persons. Where a service or facility did not exist, the assistance provided results in "new" access to that service or facility. Where a service or facility was limited in size or capacity, and the assistance expanded the existing service or facility, the result would be improved access.

2. **Improving Affordability:** This outcome category applies to activities that provide affordability in a variety of ways in the lives of low- and moderate-income people. It can include creating or maintaining affordable housing, basic infrastructure hookups, or services such as transportation or daycare.
3. **Improving Sustainability:** This outcome applies to projects where the activity or activities are aimed at improving communities or neighborhoods, helping to make them livable or viable by providing benefit to persons of low- and moderate-income or by removing or eliminating slums or blighted areas, through multiple activities or services that sustain communities or neighborhoods.

The three objectives are combined with the three outcome categories to come up with a matrix of nine potential outcome statements. These objectives, outcomes and outcome strategies will be reviewed and assigned to each project and entered into HUD's IDIS system to comply with the performance measurement standards.

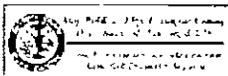
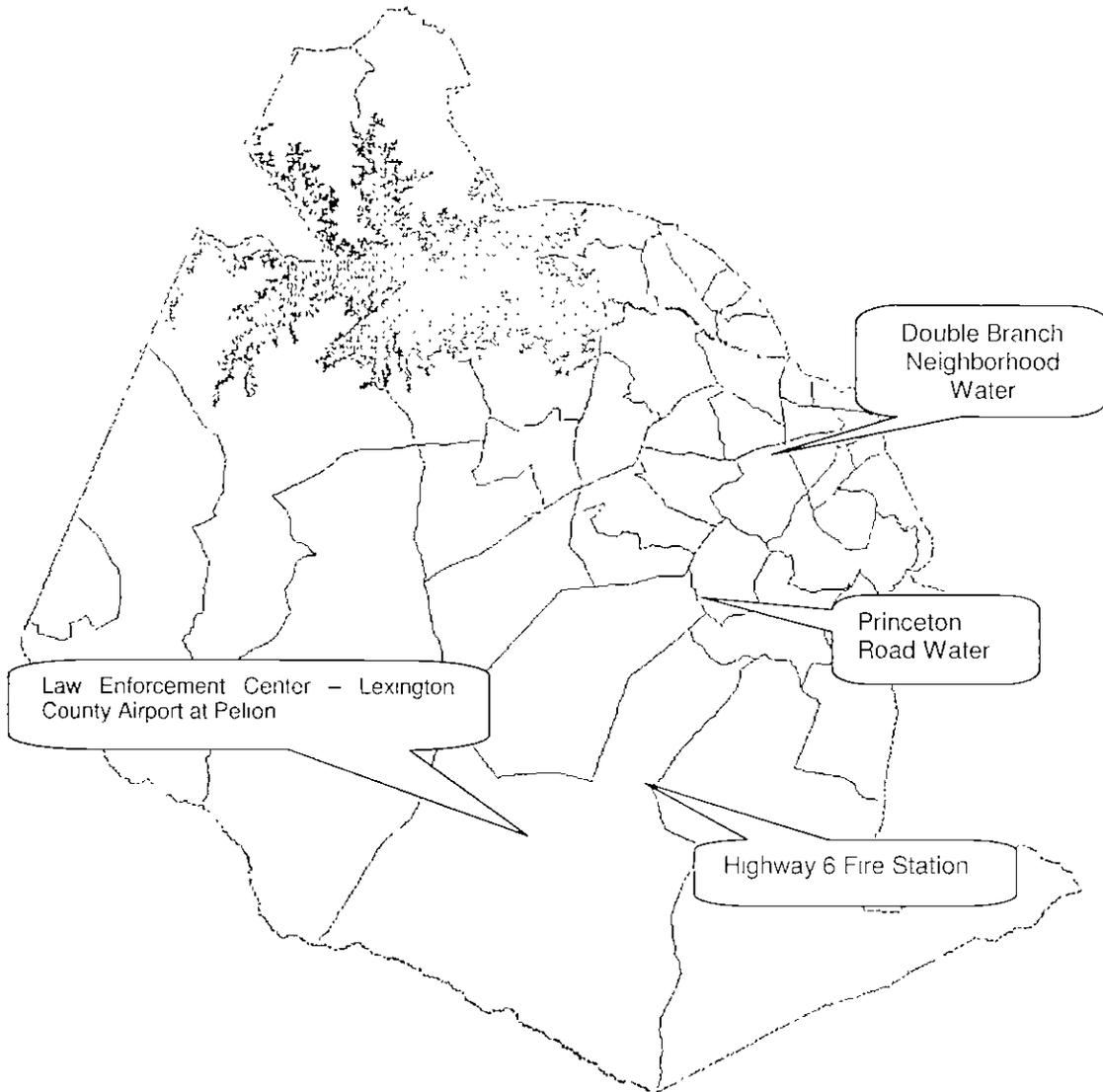
OUTCOME STATEMENT MATRIX			
	Outcome 1: Availability or Accessibility	Outcome 2: Affordability	Outcome 3: Sustainability
Objective 1: Suitable Living Environment	Enhance Suitable Living Environment through Improved Accessibility	Enhance Suitable Living Environment through Improved or New Affordability	Enhance Suitable Living Environment through Improved or New Sustainability
Objective 2: Decent Housing	Create Decent Housing with Improved or New Availability	Create Decent Housing with Improved or New Affordability	Create Decent Housing With Improved or New Sustainability
Objective 3: Economic Opportunities	Provide Economic Opportunity through Improved or New Accessibility	Provide Economic Opportunity through Improved or New Affordability	Provide Economic Opportunity through Improved or New Sustainability

Geographic Distribution

Lexington County's CDBG program provides funds for projects in unincorporated areas of the County where there are predominantly LMI persons. Incorporated towns and cities (Batesburg-Leesville, Cayce, Chapin, Gaston, Gilbert, Irmo, Lexington, Pelion, Pine Ridge, South Congaree, Springdale, Summit, Swansea, West Columbia) are eligible to receive funds from the State of South Carolina CDBG program.

During the program year, the County will focus its CDBG funds on public facility, infrastructure, housing rehabilitation, clearance, code enforcement and public service needs. The map on the following page shows the approximate locations of site-specific proposed projects for the year. Projects and sites were chosen in keeping with the County's continued focus on expending CDBG funds to address the needs of low and moderate-income persons and areas.

Lexington County 2006 Action Plan Site-Specific Projects



Homeless and Other Special Needs Activities

The County participates in the efforts of organizations addressing homelessness and special needs activities and provides technical assistance on the CDBG program as described in the Five-Year Consolidated Plan Homeless Needs Assessment. The CDBG staff works closely with and serves on the Board and Committees of the Midlands Area Coalition for the Homeless (MACH), a task force of the local homeless shelters and other special needs providers. This group provides a forum for networking and sharing of information among the various organizations and agencies that address the unmet needs of the County's homeless and special needs populations. The staff is also a member of HIV/AIDS Supportive Housing (HASH), a subcommittee of MACH that focuses on the housing and supportive housing issues of those with HIV and AIDS.

Other Actions

OBSTACLES TO MEETING UNDERSERVED NEEDS

The following sections of the Five-Year Consolidated Plan provide a basis for identifying underserved needs and the obstacles to meeting those needs in Lexington County:

- Community Profile
- Housing Market Analysis
- Housing Needs Assessment
- Homeless Needs Assessment
- Non-Housing Community Development

The Strategic Plan and the proposed activities and projects to be undertaken as described in the Annual Action Plan are intended to help overcome these obstacles to the extent possible with available resources.

FOSTER AND MAINTAIN AFFORDABLE HOUSING

Lexington County will strive to address the needs for affordable housing as identified in the Five-Year Consolidated Plan. The strategies and objectives for addressing these needs are identified in the Strategic Plan.

REMOVE BARRIERS TO AFFORDABLE HOUSING

As described in the Five-Year Consolidated Plan, in considering the barriers to affordable housing, it is clear that a number of factors impact the availability of affordable housing including the availability and price of land, financing, and the rules, regulations and fees governing development and construction. While the private sector seeks to fill the demand for housing in terms of type, size and value, the public sector impacts the process through policies

including development regulation, zoning, building code enforcement, and provision of infrastructure and through the fees charged to implement those policies. Through ongoing analysis and review of these factors and other related issues described in the Five-Year plan, Lexington County will continue to seek to remove these barriers to promote increased housing opportunities for low and moderate-income persons and households.

LEAD-BASED PAINT HAZARDS

The federal Residential Lead-Based Paint Hazard Reduction Act of 1992 (Title X of the Housing and Community Development Act of 1992), amended the Lead-Based Paint Poisoning Prevention Act of 1971, which is the basic law regarding lead-based paint in federally associated housing. The law and subsequent amendments issued by HUD protect young children from lead-based paint hazards in housing that is financially assisted or being sold by the federal government.

The regulation "Requirements for Notification, Evaluation and Reduction of Lead-Based Paint Hazards in Federally Owned Residential property and Housing Receiving Federal Assistance" was published in the Federal Register in September of 1999. The requirements apply to housing built before 1978, the year that lead-based paint was banned nationwide for consumer use. Emphasis is placed on the reduction of household dust, which may contain lead-based paint particles and requires testing after paint is disturbed to make sure that the home is lead-safe.

Lexington County is not currently involved in activities that would be affected by the law. In the event activities invoking the law were undertaken, the processes to be followed would include:

- Contracting certified lead-based paint inspectors and risk assessors
- Distributing information on lead-based paint hazards to all households that participate in any housing programs that purchase or rehabilitate homes built before 1978
- Conducting lead-based paint inspections and assessments as necessary
- Implementing environmental control or abatement measures (lead-based paint and asbestos) as required by all federally funded projects

REDUCE THE NUMBER OF POVERTY LEVEL FAMILIES (ANTI-POVERTY STRATEGY)

The Anti-Poverty Strategy for the Annual Action Plan is the same as that described in the Five-Year Strategic Plan.

INSTITUTIONAL STRUCTURE AND COORDINATION OF RESOURCES

The institutional structure and coordination of resources for the Annual Action Plan is the same as that described in the Five-Year Strategic Plan.

PUBLIC HOUSING

There is no Public Housing Authority for residents living in the unincorporated areas of the County. The Cayce Housing Authority assists 40 households in four different housing communities in the City of Cayce and is the only public housing authority in Lexington County. The Section 8 Housing Voucher Program administered by the South Carolina State Housing Finance and Development Authority is the primary mechanism for public rental assistance for most County residents. Lexington County will continue to foster cooperation with these agencies and strive to identify new opportunities to address the County's public housing needs.

Monitoring

The Lexington County staff managing the CDBG program shares responsibility for monitoring all departmental and grantee activities to the extent possible within their daily activities. The following steps summarize the monitoring standards of the Program that are carried out through the various stages of project administration:

- Determine budgets of all projects including unanticipated and potential costs.
- Prepare thorough and comprehensive subrecipient agreements as applicable, providing details of the project and specific requirements.
- Evaluate environmental impact of projects and implement required procedures.
- Determine engineering budget including all anticipated and potential costs (as applicable).
- Review ongoing written status reports and other communications to monitor for timeliness and compliance requirements.
- Visit project site before, during and after construction and maintain a photographic log of project.
- Approve payment requests after review of budget summaries, time sheets, wages, accuracy to bid specs, etc.
- Prepare monthly status reports with latest information on projects.
- Prepare monthly report of CDBG draws detailing funds drawn on each active project and progress made to meet HUD timeliness requirements.

Certifications

I. General Certifications

In accordance with the applicable statutes and the regulations governing the consolidated plan regulations, Lexington County certifies that:

A. Affirmatively Further Fair Housing

It will affirmatively further fair housing, which means it will conduct an analysis of impediments to fair housing choice within the jurisdiction, take appropriate actions to overcome the effects of any impediments identified through that analysis, and maintain records reflecting that analysis and actions in this regard.

B. Anti-Displacement and Relocation Plan / Acquisition and Relocation

It will comply with the acquisition and relocation requirements of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended, and implementing regulations at 49 CFR 24; and it has in effect and is following a residential Anti-displacement and relocation assistance plan required under section 104(d) of the Housing and Community Development Act of 1974, as amended, in connection with any activity assisted with funding under the CDBG or HOME programs.

C. Drug Free Workplace

It will or will continue to provide a drug-free workplace by:

1. Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the grantee's workplace and specifying the actions that will be taken against employees for violation of such prohibition;
2. Establishing an ongoing drug-free awareness program to inform employees about -
 - (a) The dangers of drug abuse in the workplace;
 - (b) The grantee's policy of maintaining a drug-free workplace;
 - (c) Any available drug counseling, rehabilitation, and employee assistance programs; and
 - (d) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;
3. Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement required by paragraph 1;
4. Notifying the employee in the statement required by paragraph 1 that, as a condition of employment under the grant, the employee will -

- (a) Abide by the terms of the statement; and
 - (b) Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction;
5. Notifying the agency in writing, within ten calendar days after receiving notice under subparagraph 4(b) from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to every grant officer or other designee on whose grant activity the convicted employee was working, unless the Federal agency has designated a central point for the receipt of such notices. Notice shall include the identification number(s) of each affected grant;
 6. Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph 4(b), with respect to any employee who is so convicted -
 - (a) Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or
 - (b) Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency;
 7. Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs 1, 2, 3, 4, 5 and 6.

D. Anti-Lobbying

To the best of Lexington County's knowledge and belief:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of it, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement;
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, it will complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions; and
3. It will require that the language of paragraph 1 and 2 of this anti-lobbying certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

II. Specific CDBG Certifications

Lexington County certifies that:

A. Citizen Participation

It is in full compliance and following a detailed citizen participation plan that satisfies the requirements of 24 CFR 91.105.

B. Community Development Plan

Its consolidated housing and community development plan identifies community development and housing needs and specifies both short-term and long-term community development objectives that provide decent housing, expand economic opportunities primarily for persons of low and moderate income.

C. Following a Plan

It is following a current consolidated plan (or Comprehensive Housing Affordability Strategy) that has been approved by HUD.

D. Use of Funds

It has complied with the following criteria:

1. Maximum Feasible Priority. With respect to activities expected to be assisted with CDBG funds, it certifies that it has developed its Action Plan so as to give maximum feasible priority to activities which benefit low and moderate income families or aid in the prevention or elimination of slums or blight. The Action Plan may also include activities which the grantee certifies are designed to meet other community development needs having a particular urgency because existing conditions pose a serious and immediate threat to the health or welfare of the community, and other financial resources are not available;
2. Overall Benefit. The aggregate use of CDBG funds including section 108 guaranteed loans during program year(s) **2006, 2007 and 2008**, (a period specified by the grantee consisting of one, two, or three specific consecutive program years), shall principally benefit persons of low and moderate income in a manner that ensures that at least 70 percent of the amount is expended for activities that benefit such persons during the designated period;
3. Special Assessments. It will not attempt to recover any capital costs of public improvements assisted with CDBG funds including Section 108 loan guaranteed funds by assessing any amount against properties owned and occupied by persons of low and moderate income, including any fee charged or assessment made as a condition of obtaining access to such public improvements.

However, if CDBG funds are used to pay the proportion of a fee or assessment that relates to the capital costs of public improvements (assisted in part with CDBG funds) financed from other revenue sources, an assessment or charge may be made against the property with respect to the public improvements financed by a source other than CDBG funds.

Lexington County will not attempt to recover any capital costs of public improvements assisted with CDBG funds, including Section 108, unless CDBG funds are used to pay the proportion of fee or assessment attributable to the capital costs of public improvements financed from other revenue sources. In this case, an assessment or charge may be made against the property with respect to the public improvements financed by a source other than CDBG funds. Also, in the case of properties owned and occupied by moderate-income (not low-income) families, an assessment or charge may be made against the property for public improvements financed by a source other than CDBG funds if Lexington County certifies that it lacks CDBG funds to cover the assessment.

E. Excessive Force

It has adopted and is enforcing:

1. A policy prohibiting the use of excessive force by law enforcement agencies within its jurisdiction against any individuals engaged in non-violent civil rights demonstrations; and
2. A policy of enforcing applicable State and local laws against physically barring entrance to or exit from a facility or location which is the subject of such non-violent civil rights demonstrations within its jurisdiction;

F. Compliance with Anti-Discrimination Laws

The grant will be conducted and administered in conformity with title VI of the Civil Rights Act of 1964 (42 USC 2000d), the Fair Housing Act (42 USC 3601-3619), and implementing regulations.

G. Lead-Based Paint

Its activities concerning lead-based paint will comply with the requirements of 24 CFR Part 35, subparts A, B, J, K and R;

H. Compliance with Laws

It will comply with applicable laws.

Signature/Authorized Official

Date

County Administrator
Title

III. Appendix to Certifications

INSTRUCTIONS CONCERNING LOBBYING AND DRUG-FREE WORKPLACE REQUIREMENTS:

A. Lobbying Certification

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

B. Drug-Free Workplace Certification

1. By signing and/or submitting this application or grant agreement, the grantee is providing the certification.
2. The certification is a material representation of fact upon which reliance is placed when the agency awards the grant. If it is later determined that the grantee knowingly rendered a false certification, or otherwise violates the requirements of the Drug-Free Workplace Act, HUD, in addition to any other remedies available to the Federal Government, may take action authorized under the Drug-Free Workplace Act.
3. Workplaces under grants, for grantees other than individuals, need not be identified on the certification. If known, they may be identified in the grant application. If the grantee does not identify the workplaces at the time of application, or upon award, if there is no application, the grantee must keep the identity of the workplace(s) on file in its office and make the information available for Federal inspection. Failure to identify all known workplaces constitutes a violation of the grantee's drug-free workplace requirements.
4. Workplace identifications must include the actual address of buildings (or parts of buildings) or other sites where work under the grant takes place. Categorical descriptions may be used (e.g., all vehicles of a mass transit authority or State highway department while in operation, State employees in each local unemployment office, performers in concert halls or radio stations).
5. If the workplace identified to the agency changes during the performance of the grant, the grantee shall inform the agency of the change(s), if it previously identified the workplaces in question (see paragraph three).
6. The grantee may insert in the space provided below the site(s) for the performance of work done in connection with the specific grant:

Place of Performance (Street address, city, county, state, zip code)

212 South Lake Drive
Lexington, South Carolina 29072

Check if there are workplaces on file that are not identified here.

The certification with regard to the drug-free workplace is required by 24 CFR part 21.

7. Definitions of terms in the Nonprocurement Suspension and Debarment common rule and Drug-Free Workplace common rule apply to this certification. Grantees' attention is called, in particular, to the following definitions from these rules:

"Controlled substance" means a controlled substance in Schedules I through V of the Controlled Substances Act (21 U.S.C. 812) and as further defined by regulation (21 CFR 1308.11 through 1308.15);

"Conviction" means a finding of guilt (including a plea of nolo contendere) or imposition of sentence, or both, by any judicial body charged with the responsibility to determine violations of the Federal or State criminal drug statutes;

"Criminal drug statute" means a Federal or non-Federal criminal statute involving the manufacture, distribution, dispensing, use, or possession of any controlled substance;

"Employee" means the employee of a grantee directly engaged in the performance of work under a grant, including: (i) All "direct charge" employees; (ii) all "indirect charge" employees unless their impact or involvement is insignificant to the performance of the grant; and (iii) temporary personnel and consultants who are directly engaged in the performance of work under the grant and who are on the grantee's payroll. This definition does not include workers not on the payroll of the grantee (e.g., volunteers, even if used to meet a matching requirement; consultants or independent contractors not on the grantee's payroll; or employees of subrecipients or subcontractors in covered workplaces).

COMMITTEE REPORT

RE: Help America Vote Act (HAVA) & Election Assistance for Individuals With Disabilities (EAID) Grant

DATE: April 27, 2006

COMMITTEE: Planning and Administration

MAJORITY REPORT: Yes

The Planning and Administration Committee met on Tuesday, April 25, 2006 to consider a request from Registration and Elections to accept a \$5,000 grant from the South Carolina Election Commission.

Mr. Dean Crepes, Director of Registration and Elections, stated the Help American Vote ACT and Election Assistance for Individuals With Disabilities grant will be used to pave the Ridge Road precinct. There are no matching funds or personnel required by the County.

The Committee voted that full Council approve to accept the \$5,000 grant from the South Carolina Election Commission.

COUNTY OF LEXINGTON
FINANCE DEPARTMENT

interoffice

MEMORANDUM

to: County Council

from: Kristi Hornsby, Manager of Grants Administration

subject: Help America Vote Act (HAVA) & Election Assistance for Individuals with Disabilities (EAID) Grant

date: April 17, 2006

Registration and Elections is asking for Council's approval to accept a grant from the South Carolina Election Commission in the amount of \$5,000. The grant is for paving the Ridge Road precinct.

There is no match required and no personnel involved with this grant.

Kristi Hornsby

From: "Dean Crepes" <dcrepes@lex-co.com>
To: <khornsby@lex-co.com>
Sent: Wednesday, April 12, 2006 7:54 AM
Subject: FW: Ridge Road precinct

The e-mail concerning the carry over or extension.....whatever it's called

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

From: Garry Baum [mailto:gbaum@elections.sc.gov]
Sent: Tuesday, April 11, 2006 12:07 PM
To: Dean Crepes
Subject: RE: Ridge Road precinct

yes

>>> "Dean Crepes" <dcrepes@lex-co.com> 4/11/2006 11:53 AM >>>
Being this is so close to the end of the year 2006 will this carry over
to
physical year 2007?

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

From: Garry Baum [mailto:gbaum@elections.sc.gov]
Sent: Tuesday, April 11, 2006 11:36 AM
To: ann long; carolyn bledsøe; dean crepes
Subject: Ridge Road precinct

Dean,

You are approved for \$5,000. for Ridge Road precinct for paving and
striping.
Thank you.

Estimate

McGEE CONSTRUCTION COMPANY

POST OFFICE BOX 661

SALUDA, SC 29138

Office: 864-445-2857 Fax: 864-445-2857

FED ID #570485333 & SC CONTRACTORS #G44365

March 23, 2006

To:
RIDGE ROAD COMMUNITY CENTER

Ship to
**DOUGLAS CAUGHMAN
1214 RIDGE ROAD
LEESVILLE SC 29070**

<p>GRADE AND APPLY STONE BASE 3 INCHES TO 4 INCHES THICK. APPLY WEED KILLER.</p> <p>PAVE WITH 2 INCHES OF HOT LAID ASPHALT AND RE-STRIP LINES IN (2) HANY-CAP PARKING SPACES. 20 FT WIDE X 341 FT DOWN BOTH SIDES AND FRONT</p>

Total Estimated Job Cost	\$5,000.00

State of South



ELECTION

PHONE: (803) 734-9060
FAX: (803) 734-9366
www.state.sc.us/eseec

COMMISSIONERS
JOHN SAMUEL WEST
Chairperson
KARL S. BOWERS, JR.
JOHN H. HODGENS, III
JOHN D. MARTIN
PAMELLA B. PINSON

MARCI ANDINO
Executive Director
DONNA C. ROYSON
Deputy Executive Director
Director, Voter Services
JANET REYNOLDS
Director
Administrative Services
GARRY BAUM
Director,
Public Information and
Training
HANNAH MAJEWSKI
Public Information Officer
WAYNE HALE
Information Technology
Manager

To: County Election Commission
From: Garry Baum
Subject: HAVA EAID Grant – start up
Date: May 4, 2004

The 2004 grant money from the Help America Vote Act (HAVA) Health & Human Services Election Assistance for Individuals with Disabilities (EAID) is ready for distribution. The statewide allotment allowed for 2004 is \$120,173.

This is a continuation of the 2003 project. Because more money was requested than available in 2003, priorities were established. The 2003 priorities, according to most requested items, were:

- 1. Handicapped ramp for polling place
- 2. Curb cuts for wheelchair access
- 3. Rails for entryway

The 2004 funds will concentrate on these next three items:

- 4. Paved parking
- 5. Handicapped striping of parking area
- 6. Handicapped parking signs
- 7. Add or redesign restrooms
- 8. Widen entryway/ restroom threshold
- 9. Various miscellaneous items

If your county requested funds for any of these three items, you are receiving an approval sheet of these items and the amount approved. The amount approved is according to your earlier documentation.

According to HAVA, our office must receive confirmation and verification that this work was done prior to payment. For the 2004 cycle, confirmation must be done this way:

- 1. Take a photo of the completed work and send that photo in with your bill; and
- 2. Write a confirmation stating you have viewed this completed work, and the work is what is required.

- continued -

After the work is completed, HAVA requires visual inspection from the State Election Commission. You may contact Garry Baum, and he will arrange a visit to the property renovated.

Payment *to your county treasurer* for this work is as follows.

1. Go ahead and have the specific work done for your approved renovations (see the following "Approved Renovations" page).
2. After the work is done, forward your bill, confirmation of work done, and address for bill to be paid to your county treasurer.

NOTE: The bill will be paid to your county treasurer, not your contractor.

3. Your bill and billing information should be sent to:
Janet Reynolds
SC Election Commission
Post Office Box 5987
Columbia SC 29250

Any questions about payment should be directed to Janet at 803.734.9069.

NOTE: See Approved Renovations page for specific requests from your county and what renovations are approved to date.

COMMITTEE REPORT

RE: Memorandum of Understanding

DATE: April 27, 2006

COMMITTEE: Justice

MAJORITY REPORT: Yes

The Justice Committee met on Tuesday, April 25, 2006 to consider a request by the Sheriff's Department to enter into a Memorandum of Understanding with the Town of Swansea.

Chief Bruce Rucker, Assistant Sheriff/Director of Public Safety and Homeland Security, stated the Memorandum of Understanding agreement is between the Lexington County Sheriff's Department and the Town of Swansea to enhance law enforcement in Swansea. He stated he and Major Tate met with Mayor Spires and Chief Spence whereby the Town of Swansea has asked for permission to cover for the Sheriff's Department at times they are patrolling those areas outside their jurisdiction. The areas are within a strategic area of the Swansea Town limits.

Mr. Jeff Anderson, County attorney has reviewed the Memorandum of Understanding.

The committee voted to recommend to Full Council for approval.

MEMORANUDM OF UNDERSTANDING

between:

Lexington County Sheriff's Department
521 Gibson Road
Lexington, South Carolina 29072

and

Town of Swansea
Post Office Box 429
Swansea, South Carolina 29160

WHEREAS, the Lexington County Sheriff's Department (hereinafter LCSD) is the primary responding law enforcement agency with jurisdiction in the unincorporated areas of Lexington County;

WHEREAS, the Town of Swansea (hereinafter Swansea) is an incorporated municipality wholly within the geopolitical boundaries of Lexington County and operates a municipal police department:

WHEREAS, Article VIII, Section 13 of the South Carolina Constitution authorizes counties and municipalities to provide by agreement for the joint administration of any function, the exercise of powers, and the sharing of the costs thereof; and

WHEREAS, South Carolina Code Ann. § 5-7-30, in relevant part provides municipalities "the authority to provide police protection in contiguous municipalities and in unincorporated areas located not more than three miles from the municipal limits upon the request and agreement of the governing body of such contiguous municipality or the county, including agreement as to the boundaries of such police jurisdictional areas, in which case the municipal law enforcement officers shall have the full jurisdiction,

authority, rights, privileges, and immunities, including coverage under the workers' compensation law, which they have in the municipality, including the authority to make arrests, and to execute criminal process within the extended jurisdictional area; provided, however, that this shall not extend the effect of the laws of the municipality beyond its corporate boundaries ”;

WHEREAS, South Carolina Code Ann. § 23-1-215 provides for agreements between multiple law enforcement jurisdictions for the purpose of criminal investigation;

WHEREAS, South Carolina Code Ann. § 17-13-45 provides that when a law enforcement officer responds to a distress call or a request for assistance in an adjacent jurisdiction, the authority, rights, privileges, and immunities, including the workers' compensation laws, and tort liability coverage obtained pursuant to the provisions of Chapter 78 of Title 15, that are applicable to an officer within the jurisdiction in which he is employed are extended to and include the adjacent jurisdiction,

NOW THEREFORE, LCSD and Lexington County wishes to confer upon the Town of Swansea law enforcement jurisdiction under the aforementioned statutory authority to those areas so situated and specifically, but not limited to:

- 1 That portion of Highway 321/Southbound Road from the Swansea Town limits north to Theo Jumper Road to include the intersection and those properties contiguous and adjacent to the above described roads;
- 2 That portion of I. W. Hutto Road from the town limits near Highway 6 northward to the town limits on Southbound Road up to and including the CSX Railroad crossing and those properties contiguous and adjacent to the above described roads;
- 3 From the town limits south on Highway 321/Savannah Highway to Fred Rast Road, Fred Rast Road in its entirety to its intersection of Redmon Mill Road onward to the town limits at Ezra Jumper Road and those properties contiguous and adjacent to the above described roads;
- 4 From the town limits on Highway 321/Savannah Highway continuous to the existing town limits to continue south of existing limits at Highway 3/Whetstone Road south to Lee Witt Road. West on Lee Witt Road to include Lee Witt Road to Highway 3/Whetstone Road, east on

Whetstone to existing town limits continuing north to existing town limits on Swansea Road/State Road 9/South Spring Street and those properties contiguous and adjacent to the above described roads;

- 5 The entirety of Alpine Road lying between Lee Witt Road and Whetstone Road and those properties contiguous and adjacent to the above described roads;
- 6 That portion of Highway 6 from I.W. Flutto Road northward from the town limits to Nulty Crossing and those properties contiguous and adjacent to the above described roads;
- 7 That portion of Saint Matthews Road/Highway 6 from town limits east to Copeland Road and those properties contiguous and adjacent to the above described roads;

This agreement is in no way intended to reduce or hinder any other expansion of jurisdiction that may be allowable under South Carolina law

FURTHER, it is the intent of the parties to share jurisdiction under this written agreement to the fullest extent permitted under South Carolina law and it is further agreed as follows.

1. TERM AND RENEWAL

It is the intent now and was the intent at the time of the original execution that all terms, conditions, rights, privileges, to include the expansion of jurisdiction as allowed by law be effective upon signing and to automatically renew each year on such anniversary date, year to year and term to term, until a party exercises its right to terminate

2. VESTING OF AUTHORITY AND JURISDICTION

To the fullest extent permitted by the Constitution and statutes of this State, officers operating under this agreement shall be vested with authority, jurisdiction, rights, immunities, and privileges to include the authority to execute criminal process and the power of arrest as any other duly commissioned officer of the other party.

However, Town ordinances adopted by Swansea shall not be deemed extended into areas of operation that are located outside the geopolitical territorial

limits of the Town of Swansea.

3. COSTS

Each party shall bear its own costs incurred in the performance of its obligations hereunder except as otherwise provided herein.

4. HOLD HARMLESS, INDEMNIFICATION, NO THIRD PARTY RIGHTS

It is agreed by and between the parties that each will hold each other harmless for any acts or omissions of their respective officers working or transferred pursuant to this agreement. The parties shall be solely responsible for the acts and omissions of their respective employees, officers, and officials. No right of indemnification is created by this agreement and the parties expressly disclaim such. The provision of this agreement shall not be deemed to give rise to or vest any rights or obligations in favor of any party or entity not a party to this agreement.

5. INSURANCE

Each jurisdiction shall maintain its own insurance coverage for general liability, workers' compensation, and any other such coverage as may be required by law or deemed advisable by individual parties.

6. COMPENSATION, BOND, AND RELATED MATTERS

This agreement shall in no manner effect or reduce the compensation, pension or retirement rights of any officers acting under its authority and such officers shall continue to be paid by the county where they are permanently employed. Each party shall be compensated by the provision of like or reciprocal services. The bond for any officers operating under this agreement shall include coverage for their activity in the county or municipality covered by this agreement in the same manner and to the same extent provide by bonds of regularly employed officers of that county.

7. REIMBURSEMENT AND ANCILLARY BENEFITS

The parties to this agreement hereby expressly agree that compensation and/or

reimbursement for services provided hereunder shall be limited to the reciprocal provision of services of like kind between the agencies involved to include the benefits of law enforcement services to the Swansea area and its contiguous properties in each respective jurisdiction. Any other agreement for reimbursement between the parties must be written and executed in the same manner as this agreement

8. TERMINATION AND RIGHT TO RESCIND

The participation of any party may be terminated at the discretion of the chief law enforcement officer by providing written notice to all other parties. Any such rescission or termination will become effective upon receipt by the other parties

9 RESPONSIBILITY TO RESPECTIVE GOVERNING BODIES

Each party is responsible for any notice, reporting, or approval requirements to their respective governing body as may be required under South Carolina law.

10. SEVERABILITY

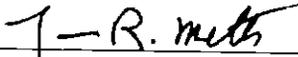
Should any part of this agreement be found to be unenforceable by any court or other competent authority, the rest shall remain in full force and effect

11. AMENDMENTS AND BINDING SUCCESSORS IN OFFICE

This agreement may be amended by the written agreement of all parties. Each party agrees that any and all successors in interest to their office will be similarly bound by the terms of this agreement without necessitating execution of any amendment.

Failure for a successor in office to terminate as further described herein; shall be deemed as consent and approval of this agreement.

I, with competent authority, hereby consent to the terms of and agree to be bound by this Agreement.

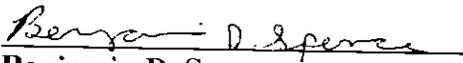


Sheriff James R. Metts, Ed. D
Lexington County Sheriff's Department

03-15-2006
date

Todd Cullum
Chair, Lexington County Council

date



Benjamin D. Spence
Chief of Police, Town of Swansea

03-13-2006
date



Ray Spires
Mayor
Town of Swansea

3-13-06
date

COMMITTEE REPORT

RE: Low Impact Development Incentives

DATE: April 28, 2006

COMMITTEE: Public Works

MAJORITY REPORT: Yes

The Public Works Committee met on Tuesday, April 25, 2006 to consider incentives to encourage low impact development

John Fecht, Director of Public Works, offered the following for the Committee's consideration:

Offer two (2) residential and one (1) commercial project a reduced (fifty percent) review fee;

Reduced fee offer limited to one (1) per developer;

Residential projects limited to one (1) in sandy soils area and one (1) in a clay soils area;

Commercial project can be in either soils type;

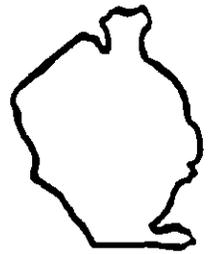
Reduced fee will be offered at original plan submittal with the stipulation that if the LID concept is not carried through to completion, the fee will revert to full price;

LID incentives will be offered to the first developers presenting this concept in a mandatory pre-development meeting with Public Works Stormwater Management.

After discussion, the Committee voted to recommend that Council allow staff to proceed with offering the incentives in an effort to promote low impact development.



COUNTY OF LEXINGTON
PUBLIC WORKS DEPARTMENT
ENGINEERING



M E M O R A N D U M

DATE April 18, 2006

TO. Art Brooks, County Administrator
Katherine Doucett, HR Director
Assistant County Administrator

FROM John Fechtel, Public Works Director
Assistant County Administrator 

RE Low Impact Development Incentives

Public Works recommends the following incentives to assist in encouraging low impact development (LID)

1. Offer two residential and one commercial project a reduced (50%) plan review fee
2. Reduced fee offer limited to one per developer.
- 3 Residential projects limited to one in a sandy soils area and one in a clay soils area
4. Commercial project can be in either soils type
- 5 Reduced fee will be offered at original plan submittal with the stipulation that if the LID concept is not carried through to completion, the fee will revert to full price
6. LID incentives will be offered to the first developers presenting this concept in a mandatory predevelopment meeting with Public Works Stormwater Management.

We feel this incentive will assist the County in getting a "buy-in" from the development community Attached is a copy of our current fee schedule

An example of a 100 lot residential subdivision incentive is as follows

Current review fee
\$500 + \$10/lot x 100 = \$1,500

LID incentive
\$250 + \$5/lot x 100 = \$750



Lexington County

DEVELOPMENT REVIEW and PERMIT FEES

Effective 10-03-2005

SUBDIVISION REGULATIONS (Printed copy \$10, Free pdf format on web site)

Summary Plat submission	\$40 plus \$5 per lot
Preliminary Plat submission	\$60 plus \$10 per lot
Bonded Plat submission	\$60 plus \$10 per lot
Final Plat submission	\$60 plus \$10 per lot
Revised Plat submission	\$50

STORMWATER MANAGEMENT AND SEDIMENT CONTROL ORDINANCE (Printed copy \$5)

<u>Stormwater Design & Construction</u>	<u>Plan Review, Permit, and Inspection Fees</u>
Subdivision Plan Review (includes 1 st review & 1 st resubmittal, including as-builts)	\$500 plus \$10 per lot
Stormwater (Sediment & Erosion) Permit	\$500
Additional Plan Revisions	\$500
Subdivision Construction Inspections	\$1,000 plus \$10 per lot
Re-inspection (all after 2 nd inspection)	\$200
Commercial Project Review (includes 1 st review & 1 st resubmittal including as-builts)	\$500 plus \$100 per acre
Land Disturbance Permit (Level II)	\$250
Additional Plan Revisions	\$250
Commercial Project Inspections	\$1,000 plus \$100 per acre
Re-inspection (all after 2 nd inspection)	\$200

ZONING ORDINANCE (Printed copy \$10, Free pdf format on web site)

Zoning Permit Residential and Accessory to Residential	\$40 per acre (or portion)/\$1000 maximum
Nonresidential	\$50 per acre (or portion)/\$1000 maximum
Home Occupation Permit	\$50
Sign Permit Business	\$50
Temporary & Small Advertising	\$100
Advertising (Billboard)	\$150
Zoning Verification Letter	\$10
Zoning Letter w/ Plan Verification	\$45
Zoning Compliance Review	\$25
Zoning Waiver: Residential	\$20
Nonresidential	\$45
Development Plat	\$45
Zoning Variance Request Residential	\$75
Nonresidential	\$150
Zoning Appeal & Special Exception Request	\$150
Zoning Text Amendment Request	\$100
Zoning Map Amendment Request	\$150 per every 10 acres (portion thereof)

LANDSCAPE ORDINANCE (Free printed copy, Free pdf format on web site)

Landscape Permit	\$40 per acre (or portion)/\$1000 maximum
Landscape Variance Request	\$100
Landscape Appeal	\$100
Landscape Text Amendment Request	\$100
Landscape Map Amendment Request	\$100

BUILDING CODES ORDINANCE (Free pdf format on web site)

Permit Refund Fee	\$5
Appeal to Board of Adjustment	\$0
Amendment Request	\$50
Compliance Inspection	\$25
Relocation Permit	\$75
Mobile Home Permit Singlewide	\$135
Multi-section	\$265
Nonresidential Swimming Pool Permit	\$50
Temporary Power Permit	\$25
Re-inspections	\$0 first re-inspection \$25 all others

Residential Fees

\$3/K or % thereof (\$10 minimum)
 \$3/K or % thereof (\$10 minimum)
 \$300 for 1st \$100,000 + \$2 per
 additional K or % thereof
 \$1.100 for 1st \$500,000 + \$1 per
 additional K or % thereof

Building Permits:

\$0 - \$3,000.00 value
 \$3,000.01 - \$100,000.00 value
 \$100,000.01 - \$500,000.00 value
 Over \$500,000 value

Commercial Fees

\$12
 \$4/K or % thereof (\$12 minimum)
 \$400 for 1st \$100,000 + \$3 per
 additional K or % thereof
 \$1,600 for the first \$500,000 + \$2
 per additional K or % thereof



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Attorneys and Counselors at Law

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Partner

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Fax 803 255 8017

www.parkerpoe.com

April 7, 2006

VIA FACSIMILE AND U.S. MAIL

Dorothy K. Black
Clerk to County Council
Lexington County
212 South Lake Drive
Lexington, South Carolina 29072

Re: County Council Agenda Items
May 9, 2006 Meeting

Dear Ms. Black:

I write to request action by the Lexington County Council on a matter for my client, Eau Claire Cooperative Health Centers, Inc. - a South Carolina non-profit corporation, whose principal place of business is 4605 Monticello Road, Columbia, South Carolina, 29203 ("Eau Claire"). In Lexington, Eau Claire owns healthcare facilities known as: 1) Brookland Community Pediatrics, located at 500 North 12th Street, West Columbia, SC 29169-6502; 2) Brookland-Cayce Medical Practice, located at 1115 State Street, Cayce, SC 29033-4342; and 3) Pediatrics of Batesburg/Leesville, located at 120 West Church Street, Leesville, SC 29070 (collectively, the "Lexington Practices").

Eau Claire is seeking to refinance the Lexington Practices using bonds issued by the South Carolina Jobs-Economic Development Agency. The bond issue will include the Lexington Practices and other properties owned by Eau Claire in Richland and Fairfield Counties. As with every JEDA bond issue, the County in this case will have no financial responsibility for the bonds.

I am providing Jeff Anderson with a copy of the proposed Resolution, copy attached, seeking his comments and assent to this matter moving forward on the May 9 Council Agenda with a Public Hearing and Council adoption.

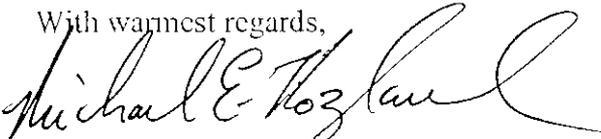
Presuming we will be able to move forward on May 9, today, we have submitted the Notice of Public Hearing for publication in The State. Of course, if the Council prefers to take up

CHARLESTON, SC
CHARLOTTE, NC
RALEIGH, NC
SPARTANBURG, SC

Dorothy K. Black
April 7, 2006
Page 2

this matter on another date, we will be responsible for making any further notice publications. Also, please let me know as soon as possible if you would like this notice published in any other newspaper.

I plan to attend the County Council meeting on May 9 to explain this request and answer any questions. In the interim, please do not hesitate to contact me with any questions you might have.

With warmest regards,

Michael E. Kozlarek

MEK:lcb

cc: Jeffrey M. Anderson, Esquire – via facsimile and US Mail with enclosures
Lexington County Attorney
140 E. Main Street
Lexington, SC 29072



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

Section 1 Solely for purposes of satisfying Section 147(f) of the Code, the Bonds are approved

Section 2 This Resolution is given solely for the purpose of complying with the provisions of Section 147(f) of the Code and for no other purpose, and the Bonds shall in no way be an obligation or liability of the County, or any other political subdivision, agency or corporate body.

Section 3 The Chairperson of the County Council is hereby authorized and directed to execute such documents as may be necessary to evidence the County's "host approval", as defined in Section 147(f) of the Code and the applicable United States Treasury Regulations thereunder.

Section 4. The appointment of the Chairperson to conduct a public hearing regarding "host approval", as defined in Section 147(f) of the Code and the applicable United States Treasury Regulations thereunder, in connection with issuance of the Bonds following reasonable public notice thereof is hereby confirmed and ratified.

Done in a meeting duly assembled this 9th day of May 2006.

LEXINGTON COUNTY, SOUTH CAROLINA

Chairperson of County Council
Lexington County, South Carolina

ATTEST:

Clerk to County Council
Lexington County, South Carolina

ORDINANCE

AN ORDINANCE AUTHORIZING PURSUANT TO CHAPTER 44 OF TITLE 12, SOUTH CAROLINA CODE OF LAWS, 1976, AS AMENDED, THE EXECUTION AND DELIVERY OF A FEE AGREEMENT BETWEEN LEXINGTON COUNTY, SOUTH CAROLINA AND SOUTH CAROLINA ELECTRIC & GAS COMPANY; AND MATTERS RELATING THERETO.

WHEREAS, Lexington County (the "County"), a public body corporate and politic under the laws of the State of South Carolina has, by an Inducement Resolution adopted on February 28, 2006 (the "Resolution"), taken official action to identify the Project (as defined below) (referring to the Project as Project Elizabeth) for purposes of applicable fee-in-lieu of taxes statutes and otherwise;

WHEREAS, the County, by a Second Inducement Resolution adopted on March 28, 2006 (the "Second Resolution"), has taken action to supersede and replace the Resolution of February 28, 2006 with the Second Resolution for purposes of applicable fee-in-lieu of taxes statutes and otherwise;

WHEREAS, the County desires to enter into a Fee Agreement with **SOUTH CAROLINA ELECTRIC & GAS COMPANY** (the "Company"), which shall provide for payments of fees-in-lieu of taxes for a project qualifying under the provisions of Title 12, Chapter 44 of the Code of Laws of South Carolina 1976, as amended (the "Act"),

WHEREAS, the County and the Company desire to enter into a Fee Agreement, as defined in the Act, concerning the establishment of a facility in the County for the transmission of electricity, and which will consist of certain land, buildings, or other improvements thereon and all machinery, apparatus, equipment, and other personal property for the purpose of the transmission of electricity and any and all activities relating thereto (which properties and facilities constitute a project under the Act and are referred to herein as "Project"). The Project is expected to provide significant economic benefits to the County and surrounding areas. In order to induce the Company to locate the Project in the County, the County has agreed to charge a fee-in-lieu of taxes with respect to the Project and otherwise make available to the Company the benefits intended by the Act;

WHEREAS, Lexington County Council (the "County Council") has caused to be prepared and presented to this meeting the form of the Fee Agreement between the County and the Company, which the County proposes to execute and deliver;

WHEREAS, as further inducement to the Company, the County will utilize an existing Multi-County Industrial Park which will include the site of the Project (the "MCIP") 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");

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;

WHEREAS, the Company has requested the County to use a portion of the above aforementioned payments for the purpose of defraying the costs of designing, acquiring, constructing, improving or expanding the infrastructure serving the Project as permitted by the Infrastructure Law (the "Infrastructure");

WHEREAS, the County Council, having found that the Infrastructure will serve the County and, as a direct result of the acquisition thereof, assist the County in its economic development efforts by inducing the Company to locate its facility in the County, proposes to provide an Annual Special Source Revenue Credit (as defined in the Fee Agreement) against payments of fees-in-lieu of taxes to be made concerning the Project pursuant to the Infrastructure Law, the Act and/or the MCIP Law; 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 the County Council in meeting duly assembled as follows:

Section 1. Pursuant to the Act and particularly Section 12-44-40(H) and (I) thereof, the County Council has made and hereby makes the following findings:

(a) The Project constitutes a "project" as said term is referred to and defined in Section 12-44-30 of the Act,

(b) It is anticipated that the Project will benefit the general public welfare of the County by providing services, employment and other public benefits not otherwise adequately provided locally;

(c) The purposes to be accomplished by the Project are proper governmental and public purposes;

(d) It is anticipated that the cost of planning, designing, acquiring, constructing and completing the Project will require expenditures of not less than \$35,000,000;

(e) The benefits of the Project to the public are greater than the costs to the public;

(f) Neither the Project 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; and

(g) Having evaluated the purposes to be accomplished by the Project as proper governmental and public purposes, the anticipated dollar amount and nature of the investment to be made, and the anticipated costs and benefits to the County, the County has determined that the Project is properly classified as economic development property.

Section 2. In order to promote industry, develop trade and utilize the manpower, agricultural products and natural resources of the State, the form, terms and provisions of the 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 Fee Agreement was set out in this Ordinance in its entirety. The Chair of County Council and the Clerk to County Council be and they are hereby authorized, empowered and directed to execute, acknowledge and deliver the Fee Agreement to the Company. The 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 Fee Agreement now before this meeting.

Section 3. 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 Fee Agreement and the performance of all obligations of the County under and pursuant to the Fee Agreement.

Section 4. The consummation of all transactions contemplated by the Fee Agreement and a multi-county industrial park agreement are hereby approved.

Section 5. This Ordinance shall be construed and interpreted in accordance with the laws of the State of South Carolina.

Section 6. 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 7. 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 _____, 2006.

LEXINGTON COUNTY, SOUTH CAROLINA

M. Todd Cullum
Chair of Lexington County Council

ATTEST:

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

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

FEE AGREEMENT
BETWEEN LEXINGTON COUNTY, SOUTH CAROLINA
AND
SOUTH CAROLINA ELECTRIC & GAS COMPANY
DATED AS OF
_____ , 2006

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EXHIBIT A. Description of Land

FEE AGREEMENT

THIS FEE AGREEMENT (the "Fee Agreement") is made and entered into as of _____, 2006, 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 County is authorized by Title 12, Chapter 44, Code of Laws of South Carolina, 1976, as amended (the "Act"), to enter into a Fee Agreement with companies meeting the requirements of such Act which identifies certain property of such companies as economic development property to induce such companies to locate in the State and to encourage companies now located in the State to expand their investments and thus make use of and employ manpower and other resources of the State;

WHEREAS, pursuant to the Act, the County finds that (a) it is anticipated that the Project (as defined herein) 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 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 are proper governmental and public purposes; and (d) the benefits of the Project to the public are greater than the costs to the public;

WHEREAS, pursuant to an Inducement Resolution dated February 28, 2006 (the "Inducement Resolution") the County committed to enter into a Fee Agreement with the Company which shall provide for payments of fees-in-lieu of taxes for a project qualifying under the Act using an assessment ratio of 6% and a fixed millage rate of 317.863 for 20 years; and

WHEREAS, pursuant to an Inducement Resolution dated _____, 2006 (the "Second Inducement Resolution"), the County committed to provide the Company an Annual Special Source Revenue Credit as defined herein; and

WHEREAS, pursuant to an Ordinance adopted on _____, 2006 (the "Ordinance"), as an inducement to the Company to develop the Project, the County Council authorized the County to enter into a Fee Agreement and a Multi-County Industrial and Business Park Agreement with the Company which identifies the property comprising the Project as economic development property under the Act subject to the terms and conditions hereof.

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

ARTICLE I

RECAPITULATION AND DEFINITIONS

SECTION 1.1. *Statutorily Required Recapitulation.* Pursuant to Section 12-44-55(B), 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 of the County for the Company's noncompliance.

SECTION 1.2. *Rules of Construction; use of Defined Terms.* Unless the context clearly indicates otherwise, in this Fee Agreement words and terms defined in Section 1.3 hereof are used with the meanings ascribed thereto. The definition of any document shall include any amendments to that document, unless the context clearly indicates otherwise.

From time to time herein, reference is made to the term taxes or *ad valorem* taxes. All or portions of the Project will be 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 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.

SECTION 1.3. *Definitions.*

"Act" means Title 12 Chapter 44, Code of Laws of South Carolina 1976, as in effect on the date hereof and, to the extent such amendments are specifically made applicable to this Fee Agreement or the Project, as the same may be amended from time to time; provided that if any such amendment shall be applicable only at the option of the County or the Company, then such amendment shall only be applicable with the consent or at the request of the Company.

"Annual Special Source Revenue Credit" means an annual credit for ten (10) years, beginning with respect to the property tax year in which the Project property is first subject to Payments-in-Lieu of Taxes granted by the County to the Company for the purpose of defraying a portion of the cost of 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, in an amount equal to 20% of the annual Payments-in-Lieu-of Taxes relating to the Project.

"Applicable Governmental Body" means each governmental entity within the State having jurisdiction over or the right to approve or disapprove any or all of the Documents.

"Chair" means the Chair of County Council (or the person or persons authorized to perform the duties thereof in the absence of the Chair).

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

“Clerk” means the Clerk of County Council (or the person or persons authorized to perform the duties thereof in the absence of the Clerk).

“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 Agreement.

“Company” means **South Carolina Electric & Gas Company**, a corporation organized and existing under the laws of the State of South Carolina.

“County Council” means the County Council of the County.

“County” means **Lexington County, South Carolina**, and its successors and assigns.

“Distribution Agreement” means Agreement Concerning Distribution of Fee-in-Lieu of Taxes for South Carolina Electric & Gas Company executed by the County on _____, 2006, and by the City on _____, 2006.

“Documents” means the Ordinance, this Fee Agreement, the Distribution Agreement and the Multi-County Industrial and Business Park Agreement.

“DOR” means the South Carolina Department of Revenue and any successor thereto.

“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 Fee Agreement.

“Event of Default” shall mean any Event of Default specified in Section 9.1 of this Fee Agreement.

“Fee Agreement” means this Fee Agreement dated as of _____, 2006, between the County and the Company.

“Fee Term” shall mean the duration of this Fee Agreement with respect to each Stage of the Project as specified in Section 5.3 hereof.

“Improvements” shall mean 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, and all fixtures now or hereafter attached thereto, to the extent such additions, accessions, replacements, and substitutions become part of the Project under this Fee Agreement.

“Inducement Resolution” shall mean the Resolution of the County Council adopted on February 28, 2006 committing the County to enter into the Fee Agreement.

“Investment Period” shall mean the period beginning with the first day that economic development property is purchased or acquired and ending on the last day of the fifth property tax year following the Commencement Date, subject to an extension for such period as provided in Section 3.2(b) hereof.

“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 December 11, 1995 and all amendments thereto between the County and Calhoun County.

“Ordinance” means the Ordinance adopted by the County on _____, 2006, authorizing this Fee Agreement.

“Payments-in-Lieu-of-Taxes” means the payments to be made by the Company pursuant to Section 5.1 of this 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 this 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 the DOR of a SCDOR PT-300, or such comparable form, and with such schedules as the 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 this 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 this Fee Agreement.

“Replacement Property” means any property acquired or constructed after the Investment Period as a replacement for any property theretofore forming a part of the Project and disposed of, or deemed disposed of, as provided in Section 5.2 hereof.

“Stage” in respect of the Project shall mean the year within which Equipment and Improvements, and Real Property, if any, are placed in service during each year of the Investment Period.

“State” means the State of South Carolina.

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

ARTICLE II

LIMITATION OF LIABILITY; INDUCEMENT

SECTION 2.1 *Limitation of Liability.* Any obligation which the County may incur for the payment of money as a result of the transactions described in the Documents shall never constitute an indebtedness of the County within the meaning of any State constitutional provision or statutory limitation and shall never create a pecuniary liability of the County or a charge upon its general credit or against its taxing powers but shall be payable solely out of the funds received by it under the Documents.

SECTION 2.2. *Inducement.* The County and the Company acknowledge that pursuant to the Act, upon execution of this Fee Agreement, no part of the Project will be subject to ad valorem property taxation in the State, and that this factor, among others, has induced the Company to enter into this Fee Agreement.

ARTICLE III

REPRESENTATIONS, WARRANTIES AND COVENANTS

SECTION 3.1 *Representations and Warranties of the County.* The County makes the following representations and warranties to the Company and covenants with the Company as follows:

(a) The County is a body politic and corporate and a political subdivision of the State and is authorized and empowered by the Act to execute the Documents to which it is a party and to fulfill its obligations described in the Documents. By proper action, the County Council has duly authorized the execution and delivery of the Documents to which the County is a party and has taken all such action as is necessary to permit the County to enter into and fully perform the transactions required of it under the Documents.

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

(c) There is no action, suit, proceeding, inquiry or investigation at law or in equity before or by any judicial or administrative court or agency, public board or body, pending or threatened, against or affecting the County, wherein an unfavorable decision, ruling or finding may or would materially affect the County's obligations hereunder or the consummation of the transactions described in the Documents.

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

(e) All consents, authorizations and approvals required on the part of the County, State and all other Applicable Governmental Bodies in connection with the execution, delivery and performance by the County of such of the Documents as require execution, delivery and performance by the County have been obtained and remain in full force and effect as of the date hereof or will be obtained.

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

(g) By due corporate action, the County has agreed that, subject to compliance with applicable laws, each item of real and tangible personal property comprising the Project shall be considered economic development property under the Act.

(h) The Documents to which the County is a party are (or, when executed, will be) legal, valid and binding obligations of the County enforceable against the County under present law in accordance with their respective terms, except as such terms may be limited by laws affecting creditors’ rights generally.

SECTION 3.2. *Covenants by the County.* The County covenants with the Company as follows:

(a) The County agrees to do all things deemed reasonably necessary as requested by the Company in writing in connection with the Project including but not limited to the execution, delivery and performance of its obligations in the Documents and in accordance with the Act, all for the purposes of promoting industrial development, developing trade, and utilizing and employing the manpower and natural resources of the County and the State. Except as reasonably believed to be required by the County in the performance of its duties under statute or law, the County will take no action with respect to the Project unless authorized or requested to do so by the Company.

(b) Upon receipt of written request from the Company, the County agrees to consider any request the Company may make for an extension of the Investment Period in accordance with and up to the limits permitted under Section 12-44-30(13) of the Act. Such extension may be provided by a resolution of County Council. Upon the granting of any such extension the County agrees to cooperate with the Company by filing with the DOR a copy of such extension within 30 days of the date of execution thereof by the County. Such extension may be provided by a resolution of County Council.

SECTION 3.3. *Representations and Warranties of the Company.* The Company makes the following representations and warranties to the County:

(a) The Company is a corporation duly organized and validly existing under the laws of the State of South Carolina. The Company has full corporate power to execute the Documents

to which it is a party and to fulfill its obligations described in the Documents and, by proper corporate action, has authorized the execution and delivery of the Documents to which it is a party.

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

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

(d) All consents, authorizations and approvals required on the part of the Company in connection with the Documents and the transactions contemplated thereby and the acquisition, construction and installation of the Project have been obtained and remain in full force and effect or will be obtained.

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

(f) The cost of the Project will exceed thirty-five million (\$35,000,000) dollars.

(g) The Company will pay all reasonable costs of the County, including attorneys fees, incurred in connection with the authorization, execution and delivery of this Fee Agreement.

ARTICLE IV

COMMENCEMENT AND COMPLETION OF THE PROJECT

SECTION 4.1. *The Project.* The Company has acquired, constructed and/or installed or made plans for the acquisition, construction and/or installation of certain land and buildings, improvements, fixtures, machinery, equipment, and other personal property which comprise the Project. The Project will consist of facilities dedicated to the transmission of electricity.

Pursuant to the Act, the Company and the County hereby agree that the property comprising the Project shall be economic development property as defined under the Act, so long as such property meets the requirements of the Act.

Notwithstanding any other provision of this Fee Agreement, the Company may place real property and/or personal property into service at any time under this Fee Agreement.

SECTION 4.2. *Diligent Completion.* The Company agrees to use its reasonable efforts to cause the acquisition, construction and installation of the Project to be completed; however, notwithstanding anything contained in this Fee Agreement to the contrary, the Company shall not be obligated to complete the acquisition of the Project and may terminate this Agreement with respect to all or portion of the Project as set forth in Article X herein.

SECTION 4.3. *Modifications to Project.* The Company may make or cause to be made from time to time any additions, modifications or improvements to the Project that it may deem desirable for its business purposes.

ARTICLE V

PAYMENTS-IN-LIEU-OF-TAXES; DISPOSITION OF PAYMENTS-IN-LIEU-OF-TAXES

SECTION 5.1. *Payments-in-Lieu-of-Taxes.* The parties acknowledge that under Article I, Section 3 of the South Carolina Constitution, the Project is exempt from ad valorem property taxes. However, the Company shall be required to make the Payments-in-Lieu-of-Taxes with respect to the Project as provided in this Section 5.1. In accordance with the Act, and unless this Fee Agreement is sooner terminated, the Company shall make annual Payments-in-Lieu-of-Taxes with respect to the Project, said payments being due and payable and subject to penalty assessments in the manner prescribed by the Act. Such amounts shall be calculated and payable as follows:

(a) The Company has agreed to make annual Payments-in-Lieu-of-Taxes with respect to the Project in an amount equal to the property taxes that would be due with respect to such property, if it were taxable, but using an assessment ratio of 6.0% and a millage rate of 317.863.

Subject in all events to the provisions of the Act, the fair market value estimate determined by the DOR will be as follows:

- (i) for real property, using the original income tax basis for South Carolina income tax purposes without regard to depreciation; provided, however, if real property is constructed for the fee or is purchased in an arm's length transaction, fair market value equals the original income tax basis; otherwise, the DOR will determine fair market value by appraisal; and
- (ii) for personal property, using the original income tax basis for South Carolina income tax purposes less depreciation allowable for property tax purposes, except that the Company is not entitled to extraordinary obsolescence.

(b) The Payments-in-Lieu-of-Taxes must be made on the basis that the Project property, if it were otherwise subject to ad valorem property taxes, would be allowed all applicable

exemptions from those taxes, except for the exemptions allowed under Section 3(g) of Article X of the South Carolina Constitution and Section 12-37-220(B)(32) and (34) of the Code of Laws of South Carolina, as amended.

(c) The Company shall make Payments-in-Lieu-of-Taxes for each year during the term hereof beginning with the tax year following the year the property is first placed in service. The Payments-in-Lieu-of-Taxes shall be made to the County Treasurer on the due dates which would otherwise be applicable for ad valorem property taxes for the Project, with the first payment being due on the first date following the delivery of this Fee Agreement when, but for this Fee Agreement, such taxes would have been paid with respect to the Project. Notwithstanding any other provision of this Section 5.1, the County hereby agrees that beginning with the first year the Company makes a Payment-in-Lieu of Taxes and each year thereafter for the first ten (10) years that Payments-in-Lieu of Taxes are made, the Company shall automatically be entitled to receive and take a credit against such Payments-in-Lieu of Taxes in an amount equal to the Annual Special Source Revenue Credit of twenty (20%) percent of the Payments-in-Lieu of Taxes.

(d) Any property placed in service as part of the Project during the Investment Period shall be included in the calculation of payments pursuant to paragraphs (a), (b) and (c), above, for a period not exceeding 20 years following the year in which such property was placed in service. Replacement Property shall be included (using its income tax basis) in the calculation of payments pursuant to paragraphs (a), (b) and (c), above, but only up to the original income tax basis of property which is being disposed of in the same property tax year. Replacement Property shall be deemed to replace the oldest property subject to the fee which is disposed of in the same property tax year that the Replacement Property is placed in service. More than one piece of property can replace a single piece of property. Replacement Property does not have to serve the same function as the property it is replacing. To the extent that the income tax basis of the Replacement Property exceeds the original income tax basis of the property which it is replacing, the portion of such property allocable to the excess amount shall be subject to annual payments calculated as if the exemption for economic development property under the Act were not allowed. Replacement Property is entitled to the fee payment pursuant to this Section 5.1 for the period of time remaining on the 20-year fee period for the property which it is replacing.

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 thirty-five (\$35,000,000) 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.

SECTION 5.3. *Fee Term.* The applicable term of this Fee Agreement shall be measured for each Stage beginning from the last day of the property tax year in which the Project is placed in service in that Stage through the last day of the property tax year which is the nineteenth year following such year, provided, that the maximum term of this Fee Agreement shall not be more than 20 years from the end of the last year of the Investment Period. This Fee Agreement shall terminate with respect to the Project or any Stage or part thereof upon the earlier to occur of (a) payment of the final installment of Payments-in-Lieu-of-Taxes pursuant to Section 5.1 hereof, or (b) exercise by the Company of its option to terminate pursuant to Section 10.1 hereof.

SECTION 5.4. *Minimum Investment.* If the Company has not invested at least \$35 million in the Project during the Investment Period, subject to any extensions granted under Section 3.2(b), then the Project shall revert retroactively to ad valorem taxation as required under Section 12-44-140 of the Act and the Company shall, within 180 days of the end of the Investment Period, make payment to the County of the difference between the Payments-in-Lieu-of-Taxes actually made and the total retroactive amount referred to in this Section.

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.

ARTICLE VI

PROPERTY TAX EXEMPTION AND ABATEMENT

SECTION 6.1. *Protection of Tax Exempt Status of the Project.* In order to insure that the Project is not and will not become subject to ad valorem property taxes under the laws of the State of South Carolina or any political subdivision thereof, the County and the Company covenant that:

(a) all right and privileges granted to either party under this Fee Agreement or any other Documents shall be exercised so that if any conflict between this Section and any other provision in any document shall arise, then in that case, this Section shall control;

(b) the County and the Company have not knowingly committed or permitted and will not knowingly commit or permit (as to any act over which either has control) any act which would cause the Project to be subject to ad valorem property taxes by the County or political subdivision of the State of South Carolina in which any part of the Project is located; and

(c) the Company will maintain the identity of the Project as a “project” in accordance with the Act.

ARTICLE VII

EFFECTIVE DATE

SECTION 7.1. *Effective Date.* This Fee Agreement shall become effective upon its execution and delivery by the parties hereto unless a later date is specified herein.

ARTICLE VIII

SPECIAL COVENANTS

SECTION 8.1. *Confidentiality.* The County acknowledges and understands that the Company may have and maintain at the project certain confidential and proprietary information. The County agrees that, except as required by law, neither the County nor any employee, agent or contractor of the County: (i) shall request or be entitled to receive any such confidential or proprietary information; (ii) shall request or be entitled to inspect the Project or any property associated therewith; provided, however, and without limiting the County’s rights to inspect the Project as may otherwise be necessary to carry out its duties under law, that if an Event of Default shall have occurred and be continuing hereunder, the County shall be entitled to inspect the Project provided they shall comply with the remaining provisions of this Section; or (iii) shall disclose or otherwise divulge any such confidential or proprietary information to which it may become privy to any other person, firm, governmental body or agency, or any other entity unless specifically required to do so by State law. Prior to disclosing any confidential or proprietary information or allowing inspections of the Project or any property associated therewith, the Company may require the execution, to the extent permitted by law, of reasonable, individual, confidentiality and non-disclosure agreements by any officers, employees or agents of the County or any supporting or cooperating governmental agencies who would gather, receive or review such information or conduct or review the results of any inspections. In the event that the County is required to disclose any confidential or proprietary information obtained from the Company to any third party, the County agrees to provide the Company with maximum possible advance notice of such requirement before making such disclosure, and to cooperate with any attempts by the Company to obtain judicial or other relief from such disclosure requirement.

SECTION 8.2. *Indemnification Covenants*

(a) The Company shall and agrees to hold the County and its County Council members, officers, agents and employees harmless from all pecuniary liability in connection with those reasons set forth in (i) or (ii) of Section 8.2(b) and to reimburse them for all reasonable expenses to which any of them might be subject due to the approval and entering into of the documents or the fulfillment of their obligations under this Fee Agreement in the implementation of its terms and provisions.

(b) Notwithstanding the fact that it is the intention of the parties that neither the County nor any of its members, officers, agents and employees shall incur any pecuniary liability to any third-party (i) by reason of the terms of this Fee Agreement or the undertakings of the County required hereunder, or (ii) by reason of the performance of any act in connection with the entering into and performance of the transactions described in the Documents, if the County or any of its members, officers, agents or employees should incur any such pecuniary liability, then, in that event the Company shall indemnify and hold harmless the County and its members, officers, agents and employees against all pecuniary claims by or on behalf of any person, firm or Company, arising out of the same, and all costs and expenses incurred in connection with any such claim, and upon notice from the County, the Company at its own expense shall defend the County and its officers, agents and employees in any such action or proceeding.

(c) Notwithstanding the foregoing, the Company shall not be obligated to indemnify the County or any of its individual members, officers, agents and employees for expenses, claims, losses or damages arising from the intentional or willful misconduct or negligence of the County or any of its individual officers, agents or employees.

SECTION 8.3. *Assignment and Leasing.* To the maximum extent allowed by the Act, the County agrees to consider consent to the transfer or assignment of this Fee Agreement (which consent shall not be unreasonably withheld) in whole or in part by the Company or any transferee or assignee, and security or other interests in any or all of the interest of the Company in this Fee Agreement may be granted or assigned for any purpose, including but not limited to obtaining the Project or other financing, and the Project may be subleased or otherwise transferred or assigned in whole or in part by the Company. The County further agrees that, if future County consent is required by the Act, the County Council can provide any such consent by a resolution of County Council. The County Administrator and the Clerk to County Council are hereby expressly individually and jointly authorized and directed to evidence the County's consent by timely executing such documents as the Company may reasonably request. Further, for the purposes of this Fee Agreement and as noted in Article 5 herein, or so long as the County consents (which consent shall not be unreasonably withheld), a transaction or an event of sale, assignment, leasing, transfer of an interest herein, disposal, or replacement of all or part of the Project shall not be a termination of the Fee Agreement in whole or in part or a basis for changing the fee payments due under Section 12-44-50 of the Act.

ARTICLE IX

EVENT OF DEFAULT AND REMEDIES

SECTION 9.1. *Events of Default Defined.* The occurrence of any one or more of the following events shall be an “Event of Default” under this Fee Agreement:

(a) If the Company shall fail to make any Payment-in-Lieu-of-Taxes or any other amount required under this Fee Agreement and such failure shall continue for 30 days after receiving written notice of default from the County; or

(b) If the Company or the County shall fail to observe or perform any covenant, condition or agreement required herein to be observed or performed by the Company or the County (other than as referred to in Section 9.1(a) hereof), and such failure shall continue for a period of 30 days after written notice of default has been given to the Company by the County or to the County by the Company; provided if by reason of “force majeure” as hereinafter defined the Company or the County is unable in whole or in part to carry out any such covenant, condition or agreement or if it takes longer than 30 days to cure such default and the Company or the County is diligently attempting to cure such default, there shall be no Event of Default during such inability. The term “force majeure” as used herein shall mean circumstances not reasonably within the control of the parties, such as without limitation, acts of God, strikes, lockouts or other industrial disturbances; war; acts of public enemies; mobilization or military conscription on a large scale; order of any kind of the government of the United States or any State, or any civil or military authority other than the County Council; insurrections, riots; landslides; earthquakes, fires; lightning; storms; droughts; floods, requisitions, confiscation, or commandeering of property; fuel restrictions; general shortages of transport, goods, or energy; or

(c) If any material representation or warranty on the part of the Company or the County made in the Documents, or in any report, certificate, financial or other statement furnished in connection with the Documents or the transactions described in the Documents shall have been false or misleading in any material respect.

SECTION 9.2. *Remedies on Default.* Whenever any Event of Default shall have happened and be subsisting the County may take whatever action at law or in equity may appear legally required or necessary or desirable to collect the payments and other amounts then due or to enforce performance and observance of any obligation, agreement or covenant of the Company, under the Documents. Although the parties acknowledge that the Project is exempt from ad valorem property taxes, the County and any other taxing entity affected thereby may, without limiting the generality of the foregoing, exercise the remedies provided by general law (Title 12, Chapter 49) and the Act relating to the enforced collection of taxes.

SECTION 9.3. *No Additional Waiver Implied by One Waiver.* In the event any warranty, covenant or agreement contained in this Fee Agreement should be breached by the Company or the County and thereafter waived by the other party to this Fee Agreement, such waiver shall be limited to the particular breach so waived and shall not be deemed to waive any other breach.

ARTICLE X

OPTION OF THE COMPANY

SECTION 10.1. *Option to Terminate.* From time to time (including without limitation any time during which there may be subsisting an Event of Default) and at any time upon at least 30 days notice, the Company may terminate this Fee Agreement with respect to the entire Project or any portion thereof. Upon termination of all or part of this Fee Agreement, the Company will become liable for ad valorem property taxes on the Project or such portion thereof as is so terminated from inclusion in the Project.

ARTICLE XI

MISCELLANEOUS

SECTION 11.1. *Notices.* All notices, approvals, consents, requests and other communications hereunder shall be in writing and may be delivered personally, or may be sent by facsimile or certified mail, return receipt requested, to the following addresses, unless the parties are subsequently notified of any change of address in accordance with this Section 11.1:

If to the Company: South Carolina Electric & Gas Company
c/o SCANA Services Company
Attn: Tax Department
P.O. Box 764
Columbia, SC 29218
Attention: Barry Burnette
Director – Corporate Tax, Plans & Payroll
Facsimile: 803-933-8149

With A Copy To: John C. von Lehe, Jr.
Nelson Mullins Riley & Scarborough LLP
P.O. Box 1806
Charleston, SC 29402
Facsimile: 843-722-8700

If to the County: Lexington County Council, South Carolina
212 South Lake Drive
Lexington, SC 29072
Attention: Clerk to Council
Facsimile: 803-785-8101

With A Copy To: Jeffrey M. Anderson
Nicholson Davis Frawley Anderson & Ayer
140 E. Main Street

P.O. Box 489
Lexington, SC 29071-0489
Facsimile: 803-359-7478

Any notice shall be deemed to have been received as follows: (1) by personal delivery, upon receipt; (2) by facsimile, 24 hours after confirmed transmission or dispatch; and (3) by certified mail, 3 business days after delivery to the U.S. Postal authorities by the party serving notice.

SECTION 11.2. *Binding Effect.* This Fee Agreement shall inure to the benefit of and shall be binding upon the County and the Company and their respective successors and assigns.

SECTION 11.3. *Invalidity and Severability.* In the event that the Act or the Payments-in-Lieu-of-Taxes arrangement described in Section 5.1 hereof is determined to be invalid in its entirety, the parties hereby agree that except as the final judicial decision may otherwise require, the Company shall be entitled to retain any benefits received under or pursuant to this Fee Agreement; otherwise, in the event any provision of this Fee Agreement shall be held invalid or unenforceable by any court of competent jurisdiction, that decision shall not invalidate or render unenforceable any other provision of this Fee Agreement, unless that decision destroys the basis for the transaction, in which event the parties shall in good faith attempt to preserve, to the maximum extent possible, the benefits provided and to be provided to the Company hereunder by either restructuring or reconstituting this Fee Agreement under any then applicable law, including but not limited to Chapter 20 of Title 4 and Chapter 12 of Title 4, Code of Laws of South Carolina, as amended.

SECTION 11.4. *Payments Due on Saturday, Sunday and Holidays.* Whenever any payment to be made hereunder shall be stated to be due on a Saturday, a Sunday or a holiday, such payment shall be made on the next business day.

SECTION 11.5. *Fiscal Year; Property Tax Year.* If the Company's fiscal year changes in the future so as to cause a change in the Company's property tax year, the timing of the requirements set forth in this Fee Agreement shall be revised accordingly.

SECTION 11.6. *Amendments, Changes and Modifications.* Except as otherwise provided in this Fee Agreement, this Fee Agreement may not be amended, changed, modified, altered or terminated without the written consent of the County and the Company. To the maximum extent allowed by law, any such County consent may be provided by a resolution of County Council.

SECTION 11.7. *Execution of Counterparts.* This Fee Agreement may be executed in several counterparts, only one of which shall be an original for Uniform Commercial Code perfection purposes; provided, however, that any action may be brought upon any counterpart of this Fee Agreement or any counterpart of any document that is attached to this Fee Agreement as an exhibit.

SECTION 11.8. *Law Governing Construction of Agreement.* The laws of the State of South Carolina shall govern the construction of this Fee Agreement.

SECTION 11.9. *Filings.* Whenever the County shall be required to file or produce any reports, notices or other documents during the Fee Term, the Company shall in due time furnish to the County the completed form of such report, notice or other required documents together with a certification by the Company that such document is accurate.

SECTION 11.10. *Headings.* The headings of the articles and sections of this Fee Agreement are inserted for convenience only and shall not be deemed to constitute a part of this Fee Agreement.

SECTION 11.11. *Further Assurance.* From time to time the County agrees to execute and deliver to the Company such additional instruments as the Company may reasonably request to effectuate the purposes of this Fee Agreement.

[INTENTIONALLY BLANK]

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

LEXINGTON COUNTY, SOUTH CAROLINA

M. Todd Cullum, Chairman
Lexington County Council

ATTEST:

Diana W. Burnett
Clerk, Lexington County Council

SOUTH CAROLINA ELECTRIC & GAS COMPANY

By: _____
Kevin B. Marsh
Its: Senior Vice President & CFO

EXHIBIT A
DESCRIPTION OF LAND

ALL that certain pieces, parcels or tracts of land, situate, lying and being in Lexington County, South Carolina shown as “**41.42 AC.**” and “**19.39 AC.**” on that certain plat by Associated E&S, Inc. dated March 2, 2003 entitled “*PLAT PREPARED FOR SOUTH CAROLINA ELECTRIC & GAS CO. SITE LOCATED IN LEXINGTON COUNTY, SOUTH CAROLINA*” and having such size, shape, metes, bounds and dimensions as are shown on said plat, reference thereto being made for a more complete and full description, a copy of said plat is attached hereto and incorporated by reference herein.

The above property having been conveyed to South Carolina Electric & Gas Company by the following deeds:

1. Deed of Edmund R. Taylor recorded January 30, 2004 at Book 8995, Page 238, Lexington County RMC Office.
2. Deed of Isaac H. Manning, Howard E. Manning, Jr., Thomas C. Manning, George T. Manning and Mariana T. Manning recorded January 8, 2004 at Book 8953, Page 261, Lexington County RMC Office.
3. Deed recorded December 1, 1997 at Book 318, Page 30, Lexington County RMC Office.

For reference see TMS: 005800-02-006
 005800-02-007
 006900-01-007

ORDINANCE NO. 06-02

AN ORDINANCE TO AMEND ORDINANCE NO. 95-12 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. 95-12 enacted September 11, 1995, by Lexington County Council, Lexington County entered into an agreement for development of a joint county industrial and business park dated as of December 11, 1995, 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 3 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 a certain tract of real estate described in the schedule attached to this Ordinance (as such description may be hereafter refined) ("Property") which is 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 _____, 2006.

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: _____
Public Hearing: _____
Third Reading: _____

EXHIBIT A

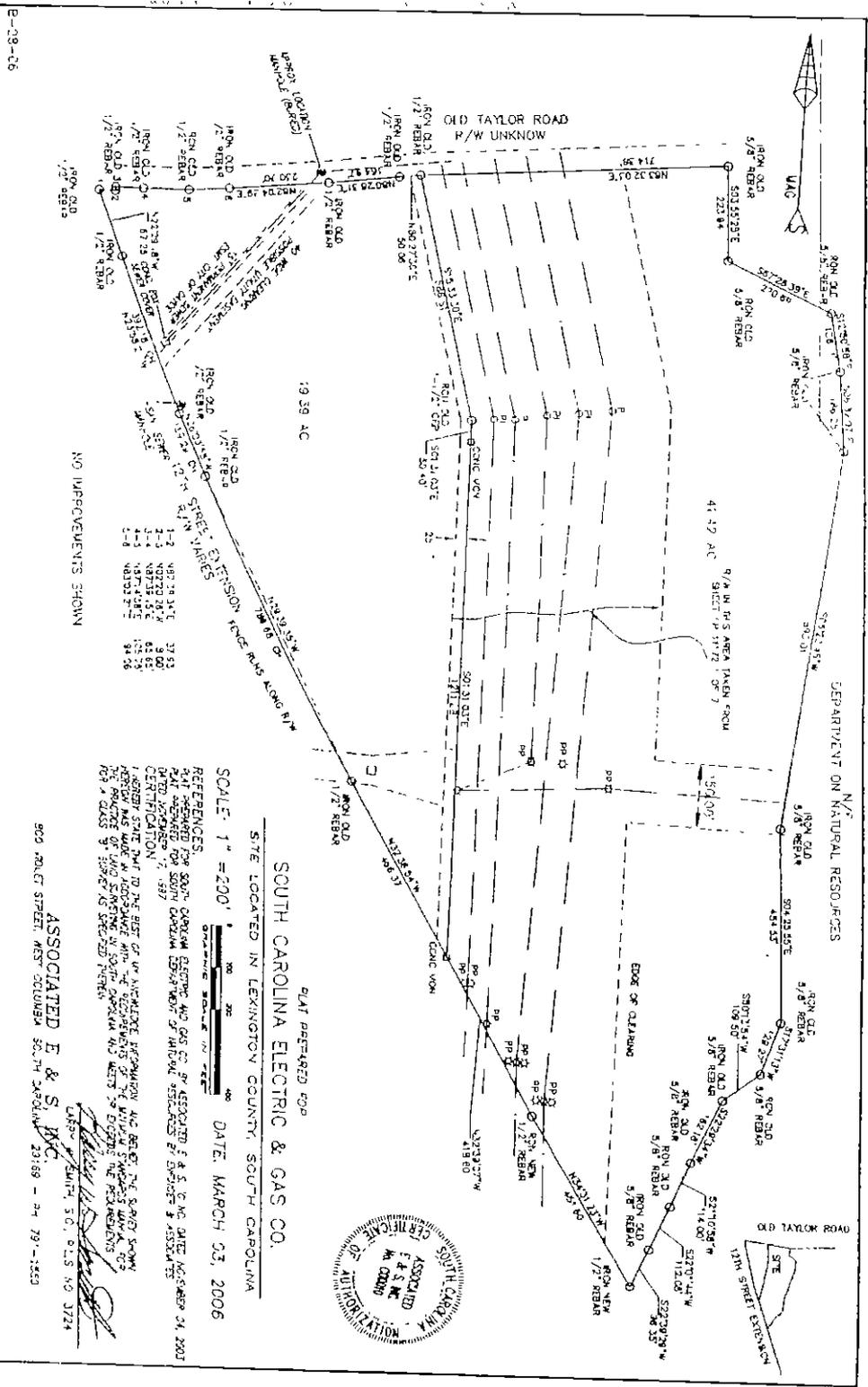
LAND DESCRIPTION

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3. Deed recorded December 1, 1997 at Book 318, Page 30, Lexington County RMC Office.

For reference see TMS: 005800-02-006
 005800-02-007
 006900-01-007



B-28-06

DATE PREPARED: 03/06
 SOUTH CAROLINA ELECTRIC & GAS CO.
 SITE LOCATED IN LEXINGTON COUNTY, SOUTH CAROLINA

SCALE: 1" = 200'
 DATE: MARCH 03, 2006

REFERENCES:
 THE SOUTH CAROLINA ELECTION AND GAS CO. ASSOCIATED E & S. INC. DATE NOVEMBER 24, 2003
 241 WASHINGTON ST. COLUMBIA, SOUTH CAROLINA 29201
 CERTIFICATION:
 I HEREBY STATE THAT TO THE BEST OF MY KNOWLEDGE, PREPARATION AND BELIEF, THE SAID DRAWING
 PERSON HAS MADE AN ADVISORY WITH THE RECORDS OF THE NATURAL RESOURCES DIVISION, S.C.DNR
 FOR A DATE OF 10/20/04 AND THAT THE SAID DRAWING IS ACCURATE AND CORRECT.
 DATE: 3/1/06

ASSOCIATED E & S, INC.
 241 WASHINGTON ST., COLUMBIA, S.C. 29201
 201-889-1259



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 an 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 December 11, 1995, by and between the County of Lexington and the County of Calhoun both political subdivisions of the State of South Carolina (the "Agreement"), as previously amended, is made and entered into as of this ____ day of _____, 2006, by and between the parties hereto ("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 3 of the Agreement, so as to expand the Park premises in Lexington County by the addition of one(1) tract 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 _____, 2006. Said tract is 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 _____, 2006.

[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

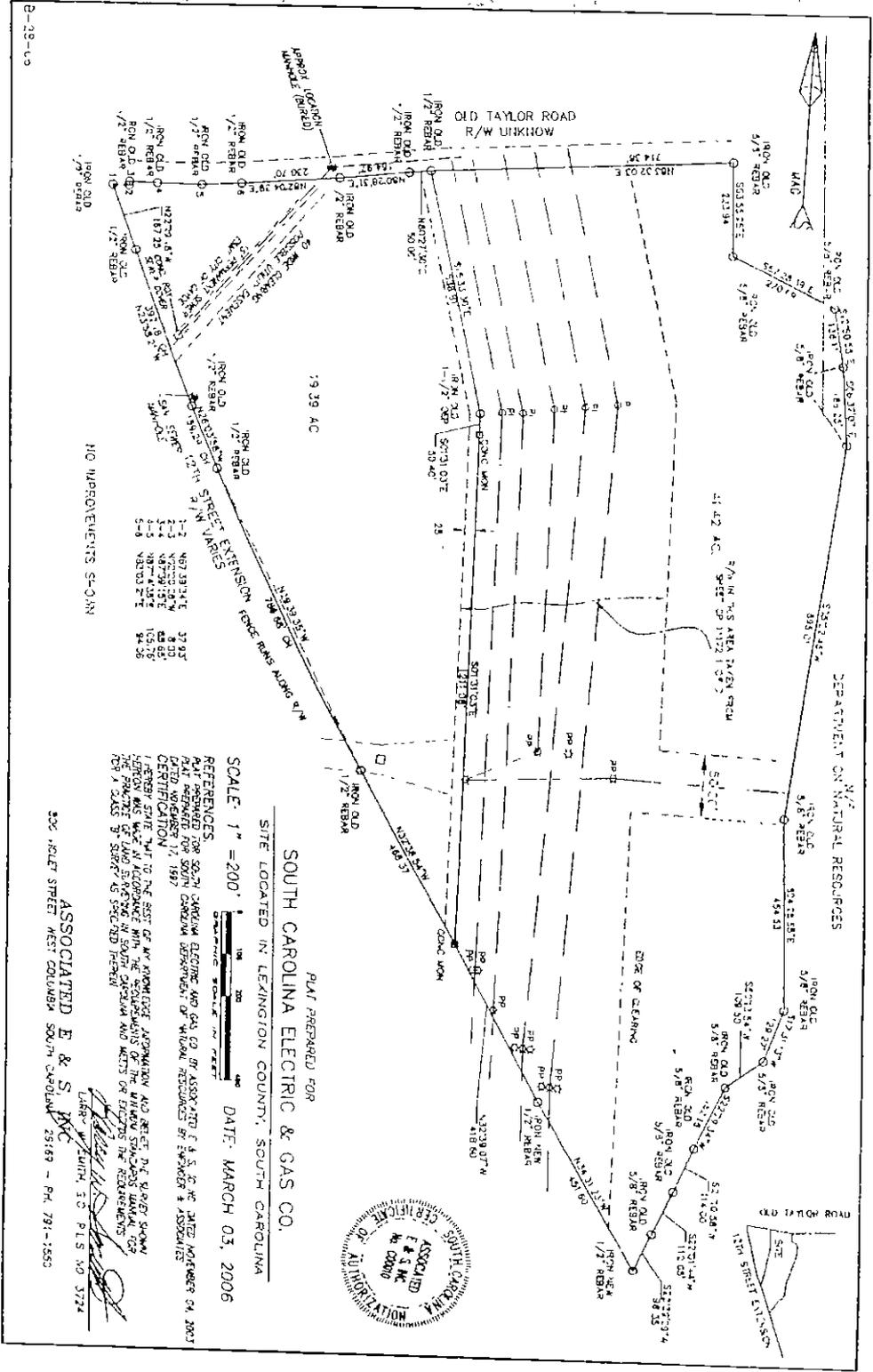
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3. Deed recorded December 1, 1997 at Book 318, Page 30, Lexington County RMC Office.

For reference see TMS: 005800-02-006
 005800-02-007
 006900-01-007



SOUTH CAROLINA ELECTRIC & GAS CO.
 PLAT PREPARED FOR
 SITE LOCATED IN LEXINGTON COUNTY, SOUTH CAROLINA

DATE: MARCH 03, 2006
 SCALE: 1" = 200'

REFERENCES:
 ALL REFERENCED TO SOUTH CAROLINA ELECTRIC AND GAS CO. OF ASSOCIATED E & S, INC. DATED NOVEMBER 04, 2003
 DATED NOVEMBER 17, 1997
 CERTIFICATION:
 I HEREBY STATE THAT TO THE BEST OF MY KNOWLEDGE, INFORMATION AND BELIEF, THE PLAT SHOWS
 THE FACTS AS SET FORTH IN ACCORDANCE WITH THE REQUIREMENTS OF THE MINIMUM STANDARDS MANUAL FOR
 THE PRACTICE OF SURVEYING IN SOUTH CAROLINA AND MEETS THE REQUIREMENTS
 SET FORTH BY SECTION 15-2-10 OF THE SOUTH CAROLINA CODE.

ASSOCIATED E & S, INC.
 200 RILEY STREET WEST COLUMBIA SOUTH CAROLINA 29169 - PH. 791-1555





COUNTY OF LEXINGTON, SOUTH CAROLINA

Community Development
County Administration Building, 4th Floor
212 South Lake Drive, Lexington, SC 29072
(803)785-8121

ZONING MAP AMENDMENT APPLICATION # M06-03

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

2211 Lake Murray Blvd., Columbia SC 29212

Zoning Classifications: (Current) (D) Development (Proposed) (C2) General Commercial

TMS#: 002697-01-013 Property Owner: Wateree Plaza, A Limited Partnership

Reason for the request: The intent is to rezone the subject property that is currently a residence for use as a professional office building.

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

Date of Application: 04/06/06 Applicant: Owner [] Agent [x]

Phone #(s): work (803) 609-3777

Signature: [Handwritten Signature] Printed Name: Brant Taylor

Street/Mailing Address: 445 Crockett Rd, Columbia SC 29212

Table with 2 columns: Date, Event. Rows: 04/06/06 Application Received, 4/20/06 Newspaper Advertisement, 4/21/06 Notices Mailed

Table with 2 columns: Date, Event. Rows: 04/06/06 Fee Received, Property Posted, Planning Commission

Planning Commission Recommendation:

Table with 4 columns: Date, Event. Rows: 4/25/06 First Reading, 5/09/06 Public Hearing, Second Reading, Third Reading

Results:

STAFF SUMMARY
ZONING MAP AMENDMENT #M06-03

Description of the Amendment: This map amendment request is for a change in zoning classification of 2211 Lake Murray Boulevard, identified by TMS#02697-01-013, from D(Development) to C2(General Commercial)

Character of the Area: The property has approximately 344 feet of road frontage on Lake Murray Blvd. There is a mixture of residential and commercial uses in the immediate area. Currently the South Carolina Department of Transportation is widening Lake Murray Boulevard.

Zoning History: This property is in the Seven Oaks/Dutch Fork Planning area zoned in 1971/1974. Since this time, twelve map amendment requests have been made in the immediate area. Six of these requests have been from D(Development) to C2(General Commercial). All six requests were approved.

Council District: Six- Councilman Johnny W. Jeffcoat

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

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

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

21.30 Permitted Uses by District

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

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

- Extremely Hazardous Materials as regulated by Article 3
- 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.

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



RI	R2	R3	D	RA	RD	LC	C1	C2	ID	LR	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



R1	R2	R3	D	RA	RD	EC	C1	C2	ID	ER	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	XX	Veterinarian
				XX	XX			XX	XX	XX	Zoos

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

HWY 60 OFFICE BUILDING
4/13/06

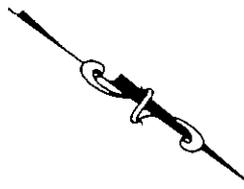
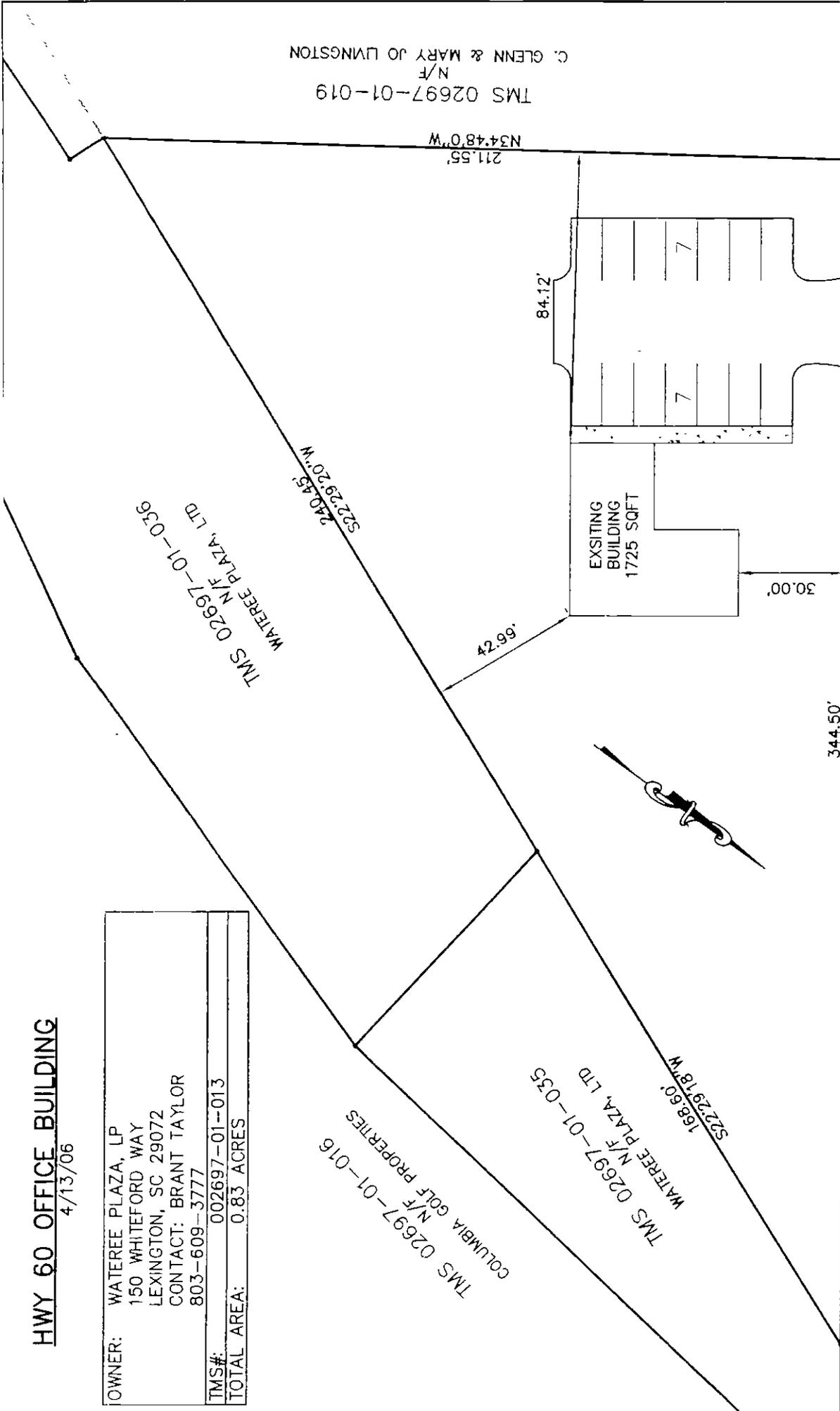
OWNER:	WATEREE PLAZA, LP 150 WHITEFORD WAY LEXINGTON, SC 29072 CONTACT: BRANT TAYLOR 803-609-3777
TMS#:	002697-01-013
TOTAL AREA:	0.83 ACRES

TMS 02697-01-016
COLUMBIA GOLF PROPERTIES

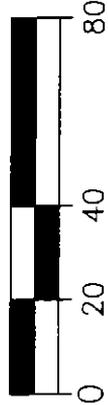
TMS 02697-01-035
WATEREE PLAZA, LTD

TMS 02697-01-036
WATEREE PLAZA, LTD

TMS 02697-01-019
N/F
C. GLENN & MARY JO LIVINGSTON



GRAPHIC SCALE



LAKE MURRAY BLVD
55 MPH 66' R/W

344.50'
N53°37'07\"E

211.55'
N34°48'0\"W

240.45'
S22°29'20\"W

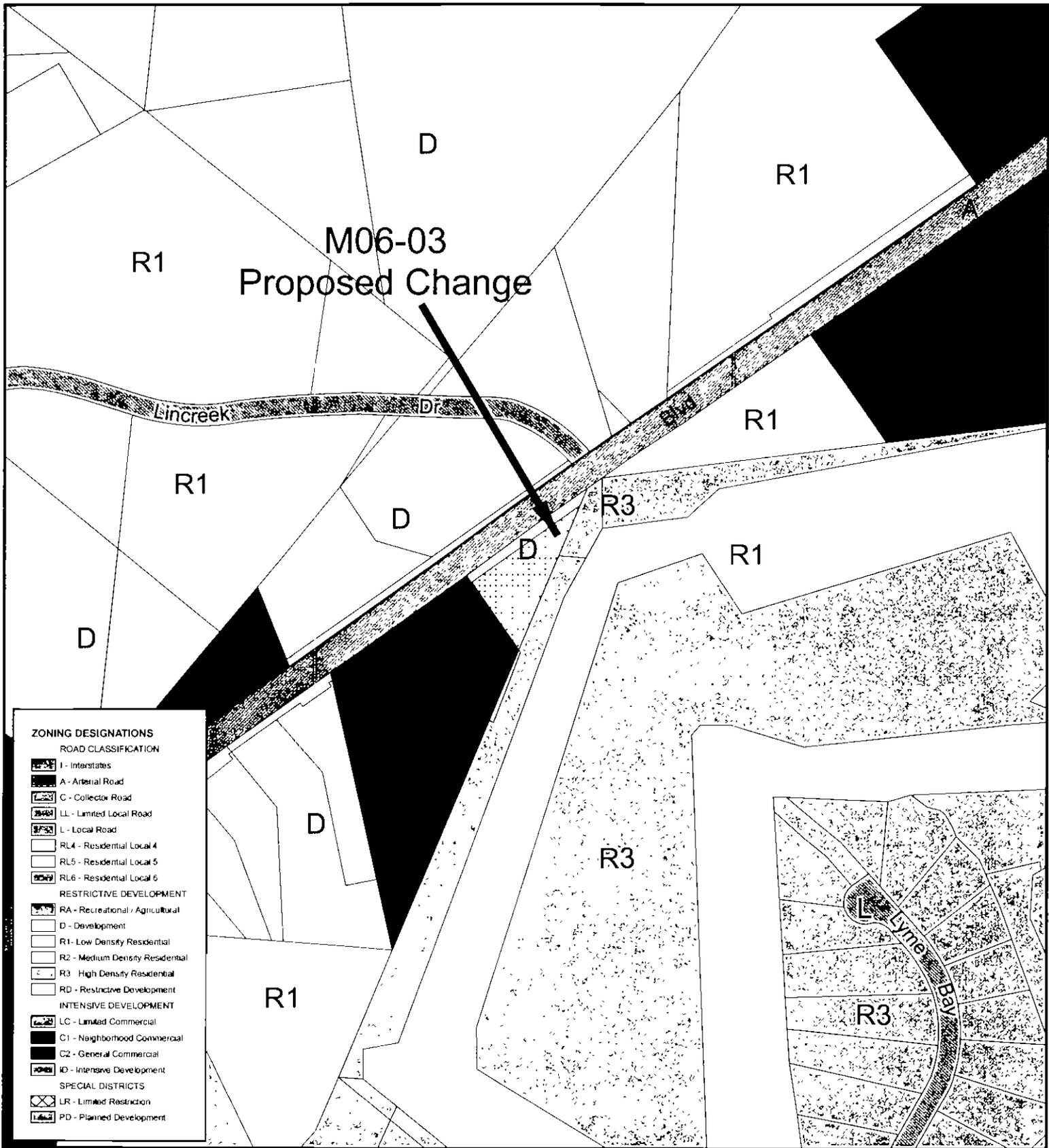
42.99'

84.12'

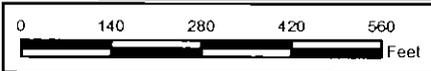
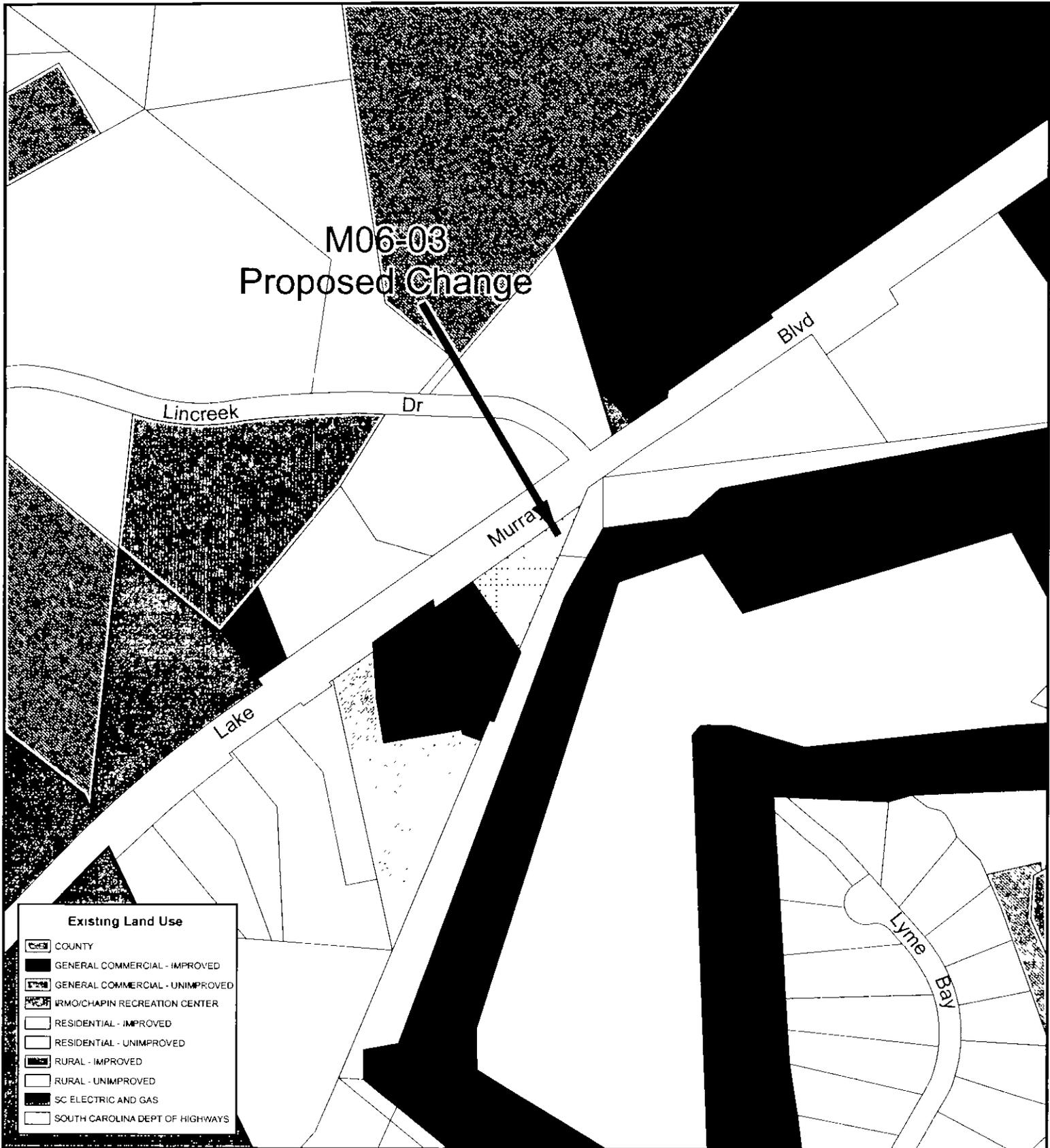
30.00'

7

7



**Existing Zoning
Map Amendment # M06-03
TMS # 002697-01-013**



**Existing Landuse
Map Amendment # M06-03
TMS # 002697-01-013**



COMMITTEE REPORT

RE: Eau Claire Cooperative Health Centers, Inc. - JEDA Bond

DATE: April 27, 2006

COMMITTEE: Health and Human Services

MAJORITY REPORT: Yes

The Health and Human Services Committee met Tuesday, April 25, 2006 to consider a request from Michael E. Kozlarek, an attorney for Parker Poe Adams & Bernstein, L.L.P, representing Eau Clair Cooperative Health Centers, Inc. with refinancing of their Lexington facilities.

Mr. Kozlarek stated Eau Claire Cooperative Health Centers, Inc. has facilities in Richland, Fairfield, and Lexington counties with the principal place of business in Richland County. He said Eau Claire Cooperative Health Centers, Inc. is asking South Carolina Jobs-Economic Development Agency (JEDA) to issue tax-exempt funding so they can create a women's health care and pediatric urgent care facility in Richland County. A portion of the bonds will also be used to refinance outstanding debt for facilities in Richland, Fairfield, and Lexington counties. There is no liability to the County.

Mr. Kozlarek said because Lexington County has one or more facilities within the county, the Federal Government requires that local government approve the issuance of the bonds so they can be tax-exempt.

The committee voted to recommend to Full Council for approval contingent upon the approval of Mr. Anderson, County attorney.

**** NOTE - Mr. Anderson is in the process of reviewing the resolution and any changes, if any, will be made by the date of the public hearing.**



Attorneys and Counselors at Law

Ray E. Jones

Partner

Telephone 803 253 8917

Direct Fax 803 255 8017

rayjones@parkerpoe.com

1201 Main Street

Suite 1450

P.O. Box 1509

Columbia, SC 29202-1509

Telephone 803 255 8000

Fax 803 255 8017

www.parkerpoe.com

April 7, 2006

VIA FACSIMILE AND U.S. MAIL

Dorothy K. Black
Clerk to County Council
Lexington County
212 South Lake Drive
Lexington, South Carolina 29072

**Re: County Council Agenda Items
May 9, 2006 Meeting**

Dear Ms. Black:

I write to request action by the Lexington County Council on a matter for my client, Eau Claire Cooperative Health Centers, Inc. – a South Carolina non-profit corporation, whose principal place of business is 4605 Monticello Road, Columbia, South Carolina, 29203 (“Eau Claire”). In Lexington, Eau Claire owns healthcare facilities known as: 1) Brookland Community Pediatrics, located at 500 North 12th Street, West Columbia, SC 29169-6502; 2) Brookland-Cayce Medical Practice, located at 1115 State Street, Cayce, SC 29033-4342; and 3) Pediatrics of Batesburg/Leesville, located at 120 West Church Street, Leesville, SC 29070 (collectively, the “Lexington Practices”).

Eau Claire is seeking to refinance the Lexington Practices using bonds issued by the South Carolina Jobs-Economic Development Agency. The bond issue will include the Lexington Practices and other properties owned by Eau Claire in Richland and Fairfield Counties. As with every JEDA bond issue, the County in this case will have no financial responsibility for the bonds.

I am providing Jeff Anderson with a copy of the proposed Resolution, copy attached, seeking his comments and assent to this matter moving forward on the May 9 Council Agenda with a Public Hearing and Council adoption.

Presuming we will be able to move forward on May 9, today, we have submitted the Notice of Public Hearing for publication in *The State*. Of course, if the Council prefers to take up

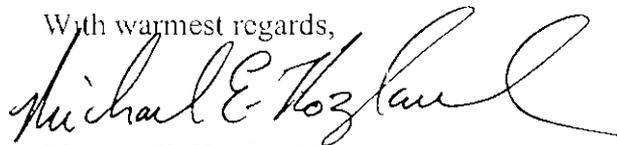
CHARLESTON, SC
CHARLOTTE, NC
RALEIGH, NC
SPARTANBURG, SC

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this matter on another date, we will be responsible for making any further notice publications. Also, please let me know as soon as possible if you would like this notice published in any other newspaper.

I plan to attend the County Council meeting on May 9 to explain this request and answer any questions. In the interim, please do not hesitate to contact me with any questions you might have.

With warmest regards,



Michael E. Kozlarek

MEK:lcb

cc: Jeffrey M. Anderson, Esquire -- via facsimile and US Mail with enclosures
Lexington County Attorney
140 E. Main Street
Lexington, SC 29072



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

Section 1 Solely for purposes of satisfying Section 147(f) of the Code, the Bonds are approved.

Section 2. This Resolution is given solely for the purpose of complying with the provisions of Section 147(f) of the Code and for no other purpose, and the Bonds shall in no way be an obligation or liability of the County, or any other political subdivision, agency or corporate body.

Section 3 The Chairperson of the County Council is hereby authorized and directed to execute such documents as may be necessary to evidence the County's "host approval", as defined in Section 147(f) of the Code and the applicable United States Treasury Regulations thereunder.

Section 4. The appointment of the Chairperson to conduct a public hearing regarding "host approval", as defined in Section 147(f) of the Code and the applicable United States Treasury Regulations thereunder, in connection with issuance of the Bonds following reasonable public notice thereof is hereby confirmed and ratified.

Done in a meeting duly assembled this 9th day of May 2006.

LEXINGTON COUNTY, SOUTH CAROLINA

Chairperson of County Council
Lexington County, South Carolina

ATTEST:

Clerk to County Council
Lexington County, South Carolina