

AGENDA
LEXINGTON COUNTY COUNCIL
Committee Meetings
Tuesday, September 26, 2006
Second Floor - County Administration Building
212 South Lake Drive, Lexington, SC 29072
Telephone - 803-785-8103 -- FAX 803-785-8101

12:15 P.M. - 12:30 P.M. - Mobile Command Post Tour

12:30 p.m. - 1:00 p.m. - Planning and Administration

- (1) Gates Library Initiative - Library Services - Dan MacNeill, Director **A**
- (2) Amendment to Ordinance 06-04 - Authorizing the Acceptance of the Transfer of Authority for Conducting Municipal Elections in Municipalities within the County of Lexington to the Lexington County Voter Registration and Election Commission **B**
- (3) Pictometry Project - Planning & GIS - Charlie Compton, Director **C**
- (4) Memorandum of Understanding (Software System Development and Use) and Intergovernmental Agreement and Software License, Register of Deeds Line of Business Software System - Information Services - Jim Schafer, Director and Debbie Gunter, Register of Deeds **D**
- (5) Approval of Minutes - Meeting of August 22, 2006 **E**
- (6) Old Business/New Business
- (7) Adjournment

1:00 p.m. - 1:10 p.m. - Justice

- (1) Worthless Check Unit Agreement - Solicitor Office - Debbie Hester, Director of the Worthless Check Unit **F**
- (2) Memorandum of Understanding With the Town of Pine Ridge - Sheriff's Department - Chief Bruce Rucker, Assistant Sheriff and Director of Public Safety and Homeland Security **G**
- (3) Approval of Minutes - Meeting of August 22, 2006 **H**
- (4) Old Business/New Business
- (5) Adjournment

1:10 p.m. - 1:15 p.m. - Health & Human Services

- (1) City of Cayce and the City of West Columbia Automatic Aid Agreements - Public Safety/ Fire Service - Chief Bruce Rucker, Assistant Sheriff and Director of Public Safety and Homeland Security **I**
- (2) Approval of Minutes - Meeting of August 22, 2006 **J**
- (3) Old Business/New Business
- (4) Adjournment

1:15 p.m. - 2:35 p.m. - Public Works

- (1) Subdivision Regulations, Development Guidelines and Stormwater Ordinance Update -
Public Works - John Fechtel, Director **K**
- (2) "No Through Trucks" Signage Policy - Public Works - John Fechtel, Director **L**
- (3) Alternate Funding Sources - Public Works - John Fechtel, Director **M**
- (4) "C" Fund Program - Public Works - John Fechtel, Director **N**
- (5) Town of Chapin - "C" Fund Request - Public Works - John Fechtel, Director **O**
- (6) Approval of Minutes - Meeting of August 22, 2006 **P**
- (7) Old Business/New Business
- (8) Adjournment

2:35 p.m. - 3:35 p.m. - Economic Development

- (1) Ordinance 06-13 - Ordinance Approving the Conveyance of Real Property from the County of
Lexington to Project Blue - Economic Development - Al Burns, Director **Q**
- (2) Project Gas - Economic Development - Al Burns, Director **R**
- (3) Ordinance 06-14 - Amend Ordinance 95-12 and to Approve the Amendment of Agreement
of Joint County Industrial Park of Lexington and Calhoun Counties and the Agreement
Concerning SCANA Services, Inc - Economic Development - Al Burns. **S**
- (4) Approval of Minutes - Meeting of August 22, 2006 **T**
- (5) Old Business/New Business
- (6) Adjournment

3:35 p.m. - 3:45 p.m. - 208 Plan

- (1) Open Forum for Discussion
- (2) Old Business/New Business
- (3) Adjournment

3:45 p.m. - 4:00 p.m. - Solid Waste Landfill

- (1) Expiration of Contracts - Solid Waste Management - Joe Mergo, Director
- (2) Approval of Minutes - Meeting of August 22, 2006 **U**
- (3) Old Business/New Business
- (4) Adjournment

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

- (1) Air Quality Update - Ms. Myra Reccc, Air Quality Bureau Chief, DHEC - 2600 Bull Street,
Columbia, South Carolina 29201
- (2) Approval of Minutes - Meeting of August 22, 2006 **V**
- (3) Old Business/New Business
- (4) Adjournment

Planning & Administration

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

Health & Human Services

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

Economic Development

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

Solid Waste Landfill

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

Justice

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

Public Works

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

208 Plan

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

Committee of the Whole

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

A G E N D A
LEXINGTON COUNTY COUNCIL

Tuesday, September 26, 2006

Second Floor - Dorothy K. Black 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

Presentation of the Counties that Care Award - Presented by Ms. Blakely Hallman, Marketing Director, National Kidney Foundation of South Carolina

Employee Recognition - Katherine Doucett, County Administrator
Shining Stars

Resolution **W**
(1) Irmo-Chapin Recreation Commission

Appointments **X**

Bids/Purchases/RFPs

- (1) Mobile Filing System - Tab Products/Tennsco - Clerk of Court **Y**
- (2) Request for Approval to Utilize Request for Qualifications Process for Minor Home Repair
Program Consultant and Contractor Services - Community Development **Z**
- (3) Five (5) Function Seven Laptop Computers and Accessories - Various Departments **1**
- (4) Construction of South Congaree Branch Library - Library Services **2**
- (5) Construction of Swansea Branch Library - Library Services **3**
- (6) Dell Computers, Monitors and Laptop - Library Services **4**
- (7) Motorola XTS 5000 and XTS 2500 800 MHz Radio Batteries - Public Safety/Emergency
Management **5**
- (8) Computer Equipment - ROD System Development Project - Register of Deeds **6**
- (9) One (1) New Caterpillar E-420 Backhoe - Solid Waste Management **7**

Chairman's Report

Administrator's Report

Approval of Minutes - Meeting of August 22, 2006 8

Zoning Amendments

(1) Map Amendment M06-11- North of Bush River Road and South of Jimmy Love Lane,
Columbia, SC 29212 - Announcement of 1st Reading 9

(2) Map Amendment M06-13 - Brittany II Subdivision - Announcement of 1st Reading 10

Ordinances

(1) Ordinance 06-09 - An Ordinance to Impose the Provisions as Allowed by South Carolina Code
Section 12-37-670 so as to Allow Improvements that are Completed on or Before June 30th
to be Taxable for the Period for July 1st to December 31st of that Property Tax Year
- 2nd Reading 11

(2) Ordinance 06-11 - An Ordinance to Develop a Joint Industrial/Business Park in Conjunction
with Saluda County - 2nd Reading 12

(3) Ordinance 06-12 - An Ordinance Authorizing a Fee-in-Lieu of Tax Arrangement and the
Amendment of Certain Existing Fee-in-Lieu of Tax Arrangements Between Lexington County and
SCANA Corporation or of South Carolina Electric & Gas Company, or an affiliate of SCANA
Corporation or South Carolina Electric & Gas Company and/or a financing entity of SCANA
Corporation or South Carolina Electric & Gas Company - 2nd Reading 13

Committee Reports

Planning & Administration, J. Owens, Chairman

- (1) Gates Library Initiative - **Tab A**
- (2) Pictometry Project - **Tab C**
- (3) Memorandum of Understanding (Software System Development and Use) and
Intergovernmental Agreement and Software License, Register of Decds Line of Business
Software System - **Tab D**

Justice, S. Davis, Chairman

- (1) Worthless Check Unit Agreement - **Tab F**
- (2) Memorandum of Understanding With the Town of Pine Ridge - **Tab G**

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

- (1) City of Cayce and the City of West Columbia Automatic Aid Agreements - **Tab I**

Public Works, B. Derrick, Chairman

- (1) Town of Chapin - "C" Fund Request - **Tab O**
- (2) Through Truck Prohibition - Calvary Church Road 14

Economic Development, J. Jeffcoat, Chairman

- (1) Ordinance 06-13 - Ordinance Approving the Conveyance of Real Property from the County of Lexington to Project Blue - 1st Reading - **Tab Q**
- (2) Ordinance 06-14 -Amend Ordinance 95-12 and to Approve the Amendment of Agreement of Joint County Industrial Park of Lexington and Calhoun Counties and the Agreement Concerning SCANA Services, Inc. - 1st Reading - **Tab S**

6:00 P.M. - Public Hearings

- (1) Zoning Map Amendment M06-07 - Amicks Ferry Rd., Timberlake Dr., Lake Estates Dr., p/o. . . 15
- (2) Zoning Map Amendment M06-08 - Lake Estates Dr. (Intersection of Timberlake Dr. to Water Links Dr.) 16
- (3) Ordinance 06-12 - An Ordinance Authorizing a Fee-in-Lieu of Tax Arrangement and the Amendment of Certain Existing Fee-in-Lieu of Tax Arrangements Between Lexington County and SCANA Corporation or of South Carolina Electric & Gas Company, or an affiliate of SCANA Corporation or South Carolina Electric & Gas Company and/or a financing entity of SCANA Corporation or South Carolina Electric & Gas Company - **Tab 13**

Budget Amendment Resolutions

OLD BUSINESS/NEW BUSINESS

EXECUTIVE SESSION/LEGAL BRIEFING

MATTERS REQUIRING A VOTE AS A RESULT OF EXECUTIVE SESSION

ADJOURNMENT



LEXINGTON COUNTY
Public Library System

MEMORANDUM

Main Library
5440 Augusta Rd.
Lexington, SC 29072
(803) 785-2600

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

Cayce-West Columbia
Branch
1500 Augusta Rd.
West Columbia,
SC 29169
(803) 794-6791

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

Gaston Branch
214 S. Main St.
P.O. Box 479
Gaston, SC 29053
(803) 791-3208

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

Irmo Branch
6251 St. Andrews Rd.
Columbia, SC 29212
(803) 798-7880

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

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

Bookmobile
(803) 785-2649

www.lex.lib.sc.us

TO: County Council

FROM: Dan MacNeill *DM*

RE: Gates Foundation Grant for Public Access Computers

DATE: September 12, 2006

Back in FY 2000, all the public libraries in South Carolina received funds from the Gates Foundation through the State Library to purchase computers for use by the public. The Foundation has now provided the libraries with another round of funding to purchase new hardware to replace the original computers.

As with the original grant, all of the funds must be used for public access computers. Our share of the grant is \$37,779.06, which we received on September 8, 2006. With these funds we will purchase 24 Gateway computers on State Contract. These machines will have the latest versions of Microsoft Office 2003 and Front Page as well as a number of educational software programs for children. All branches in the system will receive these new computers.

Since there has been no application process involved with this grant, other than providing the State Library with an inventory of any of the original Gates Foundation funded computers, I would ask for your approval of our receipt of the funds for the purchase of the new computers.



STATE LIBRARY

MEMO TO: County Treasurers

FROM: Felicia D. Vereen, Library Development Services

SUBJECT: Bill & Melinda Gates Foundation Public Access Hardware Grant

DATE: July 21, 2006

The South Carolina State Library is pleased to announce a new grant from the Bill & Melinda Gates Foundation to benefit South Carolina public libraries. The Public Access Computing Hardware Upgrade Grant (PAC HUG) provides funding to replace PC's originally granted by the Foundation's US Library Program in 1999-2000.

The enclosed check is for the full amount of PAC HUG funds due to your public library and should be deposited in the appropriate library accounts. The library director has been informed of this grant, the amount designated for the library, and the guidelines for expending grant funds.

The Bill and Melinda Gates Foundation requires that PAC HUG grant funds be spent on public access computer hardware and software only. They define a public access computer as:

- A computer available for access by the public at no cost and without staff intervention
- A computer that provides access to external information resources (e.g. the Internet, bibliographic databases)
- A computer than can access personal productivity or reference software (e.g. word processing, presentation, spreadsheet, educational software, etc.)

Should you have any questions about this grant, please contact your public library, but feel free to contact me as needed by email at fvereen@statelibrary.sc.gov or by phone at 803-734-8645.

fdv

BUDGET AMENDMENT RESOLUTION

Amendment No. 07-038 Minutes Refer: September 26, 2006 Effective Date: July 21, 2006

It is hereby Resolved that the Current Budget be amended as follows:

() Appropriation Transfer: Amount: _____

<u>From:</u>	<u>To:</u>
Fund: _____	Fund: _____
Dept: _____	Dept: _____
Acct: _____	Acct: _____

(X) Supplemental Appropriation (X) Increase () Decrease Amount: \$37,780 00

<u>Appropriation</u>	<u>Revenue</u>
Fund: 2350 GATES LIBRARY INITIATIVE	Fund: 2350 GATES LIBRARY INITIATIVE
Dept: 230099 LIBRARY - NONDEPARTMENTAL	Dept: 000000 NO COST CENTER
Acct: 5A7390 (24) COMPUTERS W/MONITORS	Source: 469100 GIFTS AND DONATIONS

PURPOSE (DESCRIBE):

TO APPROPRIATE GATES FOUNDATION FUNDS FOR LIBRARY PUBLIC ACCESS COMPUTERS

Signatures.

Johnny W. Jeffcoat

John W. Catrigg, Jr.

George "Smokey" H. Davis

William C. Derrick

M. Todd Cullum

Joseph W. Owens

Debra B. Summers

James E. Kinard, Jr.

Bobby C. Ketsler

**LEXINGTON COUNTY
REGISTRATION AND ELECTIONS COMMISSION**

COMMISSIONERS

M. Dale Cook, Chm.
Marjorie Carter, Vice Chm.
Carolyn Medders, Sec.
Edwin P. Anderson
Marti Taylor
Randy L. Caughman
Gail Jennings
Horace E. Porter
Tommy McGill



Dean Crepes
Director
Phone (803) 785-8361
Fax (803) 785-8390
Registrationandelections@lex-co.com

**605 WEST MAIN STREET, SUITE 105
LEXINGTON, SOUTH CAROLINA, 29072-2503**

September 20, 2006

From: Lexington County Registration and Elections
To: Lexington County Council
Thru: Katherine Doucett, Lexington County Administrator
Subj: Lexington County Ordinance on transfer of Municipal Elections

The City of Cayce request to maintain their Municipal Election Commission to assist with elections. There has been and will be no problem with coordination between County Commissioner and Municipal Elections in fulfillment of their respective duties concerning certification.

This constitutes a partial turnover of elections. All ballots, absentees, polls and all poll workers training, testing and final tallying will be accomplished by the County Elections. I have been in constant communications with the City of Cayce, and all is proceeding normally for the November elections.

Submitted

Dean C. Crepes

*"The Base of Freedom is your Vote"
Register and Vote*

COUNTY OF LEXINGTON, SOUTH CAROLINA

Ordinance 06-04

Authorizing the Acceptance of the transfer of authority for conducting municipal elections in municipalities within the County of Lexington to the Lexington County Voter Registration and Election Commission.

BE IT ORDAINED AND ENACTED BY THE LEXINGTON COUNTY COUNCIL, AS THE GOVERNING BODY OF LEXINGTON COUNTY, SOUTH CAROLINA, IN MEETING DULY ASSEMBLED:

Section 1—Finding

As an incident to the adoption of this ordinance, Lexington County Council as the governing body of Lexington County, South Carolina makes the following findings. Section 5-15-145 of the South Carolina Code of Laws, 1976, as amended, provides for the transfer of ~~all or a portion of~~ the powers, duties and responsibilities for conducting municipal elections from municipal elections commissions to county elections commissions upon the adoption of an appropriate ordinance by the governing body of the municipality transferring such powers, duties and responsibilities and adoption of an ordinance by the county governing body of an appropriate ordinance accepting the transfer of authority for conducting municipal elections.

Lexington County has determined that it will accept the transfer of authority for conducting any municipal elections within Lexington County upon the specific conditions set forth herein.

Section 2—Acceptance of authority for conducting municipal elections

Lexington County Council, as the governing body of Lexington County, South Carolina, hereby accepts authority for conducting municipal elections in any municipality that complies with the terms herein and such authority is hereby transferred from the Municipal Election Commission for each respective municipality to the Registration and Election Commission for Lexington County in ~~one or more of~~ the following particulars ~~as specified in~~ the municipal ordinance:

- (a) The Lexington County Voter Registration and Election Commission shall advertise municipal elections, prepare and distribute ballots and election materials, appoint managers of election for each polling place, and otherwise supervise and conduct all municipal elections within each municipality;
- (b) Immediately upon the closing of the polls at any municipal election, the Lexington County Voter Registration and Election Commission shall begin to count votes cast and make a statement of the whole number of the votes cast in such election together with the number of votes cast in the municipal election, canvas the vote and publicly display the unofficial results;
- (c) The Voter Registration and Election Commission shall thereafter certify the results of the elections and transmit the certified results to the municipalities as soon as practicable following the certification;

- (d) Accept candidate filings and filing fees, including, but not limited to notices of candidacy, candidacy pledges, hear and decide protests and certify the results of municipal elections;
- (e) Utilize an Automated Election System and computer counting with the count publicly conducted;
- (f) Take such other action as may be necessary or appropriate to conduct municipal elections and certify the results

Section 3—Reimbursement of election costs

Each municipality shall reimburse the Registration and Election Commission of Lexington County for all costs incurred in providing ballots, advertising elections, printing costs, postage, transportation costs, temporary help, programming charges, poll managers' compensation and other related additional expenses incurred in its conduct of municipal elections. In the event a protest is filed or litigation is commenced in connection with the conduct of municipal elections, the municipality shall pay all court costs, attorney fees, court reporter fees and costs, and other costs and expenses incurred in such protest or litigation. The Lexington County Registration and Election Commission shall provide invoices and/or other documentation to the municipality of all such costs and expenses incurred in the conduct of municipal elections, protests, certification of results, litigation or other costs which may be incurred, not specifically mentioned in this ordinance.

Section 4—Effective Date

This ordinance shall take effect upon the successful completion of the following necessary actions prerequisite under federal and state law to effect the changes called for hereunder:

- (a) Adoption of an appropriate ordinance by the governing body of any municipality in Lexington County transferring the authority accepted hereunder;
- (b) Submission to the United States Justice Department and subsequent receipt of pre-clearance and positive response to the transfer of authority for conducting municipal elections which would be effected hereunder.

Section 5—Repeal of Inconsistent Ordinances

All ordinances or parts of ordinances inconsistent with this ordinance are hereby repealed to the extent of inconsistency.

Chairman, Lexington County Council

Attest:

Diana Burnett, Clerk

First Reading: _____
 Second Reading: _____
 Public Hearing: _____
 Third & Final Reading: _____
 Filed w/Clerk of Court: _____

Memorandum

September 14, 2006



To: Katherine Doucett
County Administrator

For: County Council

From: Charlie Compton, Director 
Department of Planning and GIS

Reference: Pictometry Project

In order to move this project forward for a winter-time flight we need the following approvals:

- ◆ Approval of a pricing schedule for the municipalities and other agencies
- ◆ Approval of a Budget Amendment for the income and expenditures related to this project

With the \$45,000 grant from the United States Geodetic Survey solidified, we now need to execute agreements with our “partners” in this project. We have continued to analyze our costs and expenditures so that the agreements can adequately cover the County’s work in providing quarterly updates to each of them. At the same time we want to keep it very affordable for everyone, including our smaller municipalities with fewer resources. We are recommending the adoption of the following formula for calculating these financial agreements, which allows payments spread over two years as with our contract:

Possible Municipal Participants	Possible Number of Sectors (\$400 for all images in each sector)	Total Cost of Photography	Annual Cost of Quarterly GIS Updates (\$600 + \$90 per sector)	Total Cost of the Project over Two Years	Annual Cost of the Project
Batesburg-Leesville	18	\$ 7,200	\$ 2,220	\$ 11,640	\$ 5,820
Cayce	26	\$ 10,400	\$ 2,940	\$ 16,280	\$ 8,140
Chapin	8	\$ 3,200	\$ 1,320	\$ 5,840	\$ 2,920
Columbia	4	\$ 1,600	\$ 960	\$ 3,520	\$ 1,760
Gaston	11	\$ 4,400	\$ 1,590	\$ 7,580	\$ 3,790
Gilbert	8	\$ 3,200	\$ 1,320	\$ 5,840	\$ 2,920
Irmo	10	\$ 4,000	\$ 1,500	\$ 7,000	\$ 3,500
Lexington	30	\$ 12,000	\$ 3,300	\$ 18,600	\$ 9,300
Pelion	10	\$ 4,000	\$ 1,500	\$ 7,000	\$ 3,500
Pine Ridge	11	\$ 4,400	\$ 1,590	\$ 7,580	\$ 3,790
South Congaree	9	\$ 3,600	\$ 1,410	\$ 6,420	\$ 3,210
Springdale	7	\$ 2,800	\$ 1,230	\$ 5,260	\$ 2,630
Summit	4	\$ 1,600	\$ 960	\$ 3,520	\$ 1,760
Swansea	8	\$ 3,200	\$ 1,320	\$ 5,840	\$ 2,920
West Columbia	20	\$ 8,000	\$ 2,400	\$ 12,800	\$ 6,400
Other Potential Participants				SUBTOTALS	
Irmo Fire District	29	\$ 11,600	\$ 3,210	\$ 18,020	\$ 9,010
Columbia Airport	12	\$ 4,800	\$ 1,680	\$ 8,160	\$ 4,080
JMW & SC	100	\$ 40,000	\$ 9,600	\$ 59,200	\$ 29,600
Lex Medical Center	12	\$ 4,800	\$ 1,680	\$ 8,160	\$ 4,080
School Districts	200	\$ 80,000	\$ 18,600	\$ 117,200	\$ 58,600
Irmo Chapin RC	10	\$ 4,000	\$ 1,500	\$ 7,000	\$ 3,500
Lexington City RC	20	\$ 8,000	\$ 2,400	\$ 12,800	\$ 6,400
			TOTALS	\$ 355,260	\$177,630

Based on conversations with many of these entities and participation by some of their representatives in demonstrations, we have had an overwhelming response desiring to participate in this project. As much as we would like to see 100% participation, we know that is probably not going to happen. However, with the amazing level of cooperation among all public safety operations in the County, we may actually surprise ourselves. We only need an additional \$36,835 to meet the budget during the first year.

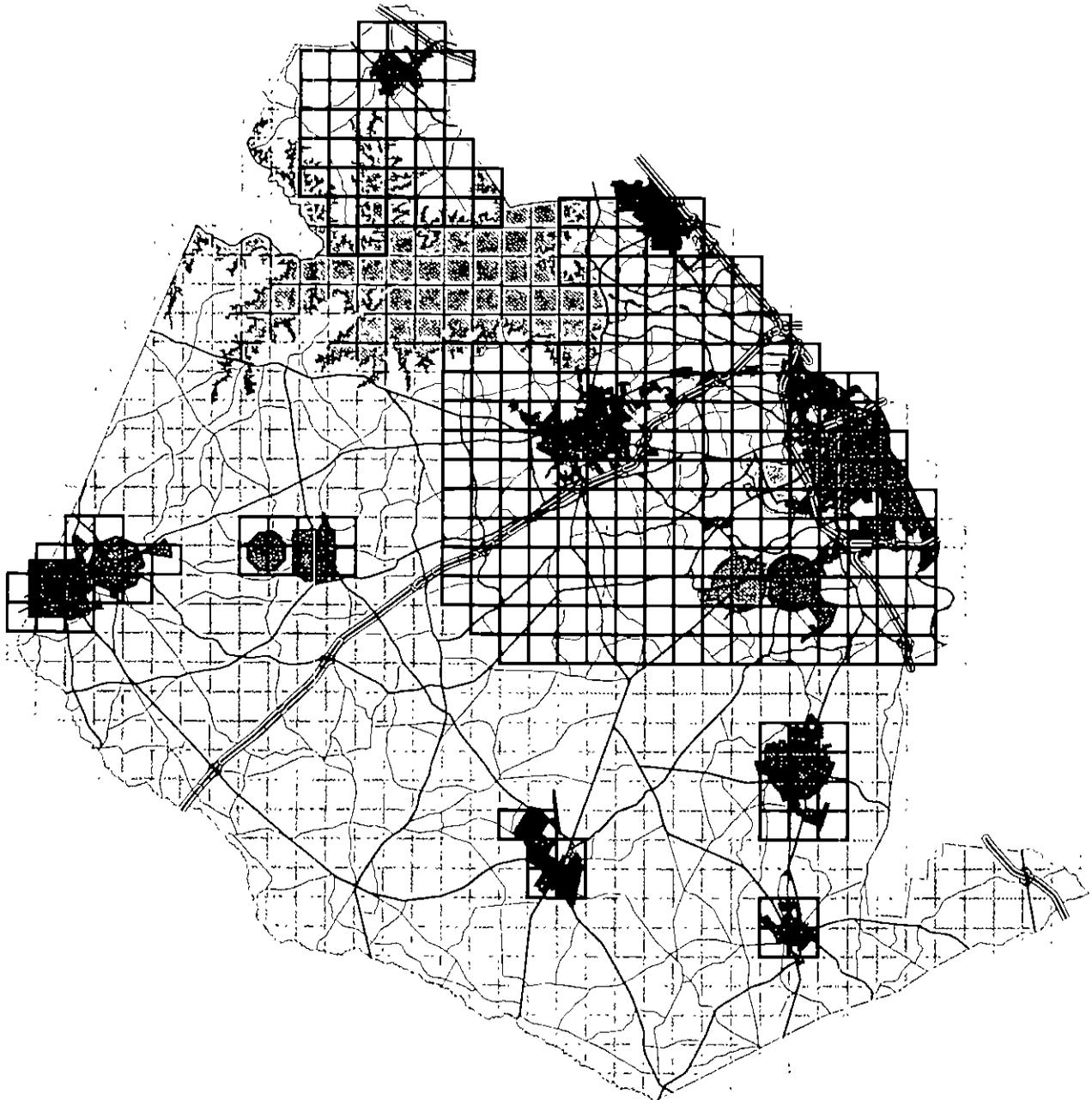
Based upon the attached draft "Schedule A" we need to execute a Budget Amendment so that we can work with Procurement on executing a contract and getting our flight scheduled as early as possible. As you will notice we have been given two additional improvements in the package. Instead of 190 neighborhood-level sectors we will be given 290 sectors at no additional cost. Even though we will get coverage of the entire county at the community level, this will allow us to offer all of the municipalities the lower elevation photos without sacrificing the coverage of our most urban area in a similar fashion. Additionally, all of this will be delivered at a 4-inch pixel resolution instead of the earlier 6-inch pixel proposal. That is a terrific improvement in resolution.

One thing that could change our neighborhood level coverage is the recent involvement of SLED in this project. They are looking with great interest at procuring the imagery from those jurisdictions in South Carolina flying this year. There is a possibility that they may want to pay us to expand our neighborhood level coverage

Enclosures: County Map showing 290 sectors (increase of 100) at the neighborhood level
Draft Budget Amendment
Draft "Schedule A" (technical part of a contract)

BASE COUNTY PLAN

290 Sectors @ Neighborhood Level



0 2 4 8 Miles



SCHEDULE "A" 4-INCH

1) The following products shall be delivered to Lexington, South Carolina ("Licensee") by Pictometry International Corp.:

- A. Licensed Images procured with a 11 megapixel camera:
- B. Pictometry shall allow Licensee to display Licensed Images on the Licensee's public-access internet. The Licensee may not allow the Licensed Software (with its measurement capabilities) or Licensed Data to be accessed by the public according to the terms and conditions of the License Agreement.

- 1) Community Images covering 840 sectors of the Licensee as indicated on the attached map. Each sector will have approximately:
 - a. 4 Ortho-rectified images.
 - b. 2 Oblique images.
 - c. 2 Oblique images taken from the opposite direction to (b) above.

Community Images will be taken when there is **less than 30% leaf cover**.

Community Oblique Image Price	\$70 per sector per year
<u>Less 50% discount</u>	\$35
	\$35 @ 840 sectors = \$29,400.00 per year

Ortho-rectified Community Images
 \$3.50@ 840 sectors= \$2,940.00 per year

- 2) Neighborhood Images covering 290 sectors of the Licensee as indicated on the attached map. Each sector will have approximately:
 - a. 48 Ortho-rectified images.
 - b. 132 Oblique images. 16 each from four perpendicular directions.

Neighborhood Images will be taken when there is less than 30% leaf cover.

Neighborhood Oblique Image Price	\$380 per sector
<u>Less discount</u>	\$230
	\$150 @ 290 sectors = \$43,500.00 per year

Ortho-rectified Neighborhood Images
 \$10@ 290 sectors= \$2,900.00 per year

- 3) Approximately 1 orthorectified mosaic tile per sector, at approximately a 1 meter pixel resolution, for the full County coverage area.

840 Ortho Sector Tiles =

No Additional Charge

- 4) ArcIMS Integration. Includes software, scripts and one (1) additional hour of support for the integration. *Order Form/Deployment Notice must be attached.*

Integration for 1 Servers @ \$595 per server = \$595.00

- 5) Modules to allow EFS to interface with E-911 systems

Unlimited seats in all PSAP(s) = \$ 15,000

- 6) Compressed Library- \$2,500.00

- 7). Images are to be delivered with an image size of approximately 6 MB.

C. US Census Bureau TIGER line files of County or a base map supplied by Licensee.

D. DEMS (Digital Elevation Models) – check one:

U.S.G S Digital Elevation Models (DEMs) (provided by Pictometry)
 DEMs in _____ format (provided by Licensee).
 Licensee DEMs must be provided to Pictometry within 30 days of signing this agreement.

- 2. Documentation: Pictometry International Corp. shall furnish 1 digital copy of the Documentation for the Licensed Software.
- 3. Training: Pictometry International Corp. shall conduct two End User orientation sessions of up to 25 people for employees of the Licensee or Authorized Subdivisions thereof at the Licensee’s site. In addition there will be Advanced User technical training for one group of up to 10 people using Licensee computers.
- 4. Telephone Support: Pictometry shall provide 10 hours of telephone support to the people who have completed the Advanced User technical training and who are individually identified by Licensee.
- 5. Licensed Software: Pictometry International Corp. shall supply one copy of the Pictometry Electronic Field Study (EFS) software, latest version, on the Storage Media supplied as specified herein. Licensee and Authorized Users may download updated versions of the Licensed Software free of charge for a period of two years from the date of installation, along with a copy of the updated documentation.
- 6. **Federal Declared Hurricane Disaster Coverage** – In the event of a category II thru V (two through five) hurricane, Pictometry shall provide aerial imagery of affected areas at no additional cost to the Licensee. Pictometry shall use its best efforts to capture and deliver this imagery as soon as possible. Imagery shall be available to Licensee for their use in accordance with the Pictometry License Agreement. Affected areas

are determined by Pictometry and Pictometry will work with county and state governmental licensees and request their additional input regarding their needs.

7. Annual Image License Fee of One-hundred Seventy-eight thousand seven hundred and forty Dollars (\$78,740.00)

- This is the annual image license fee for the Images, Software, Documentation and support.
- The initial duration of the License is two (2) years at the above Annual Fee.
- Revenue Share Opportunities for Licensee (all revenue to be applied as credits toward Licensee’s renewal):
 - If Pictometry sells the Licensee’s Library to the Federal government, Licensee will receive a License Renewal Credit equaling 20% of that sale.
 - For any sales made through Pictometry Online (when linked from the Licensee’s website) Licensee will receive a License Renewal Credit equaling 20% of the Pictometry Online image sale “OR” for any sales made when linked from Licensee’s website – to Microsoft MapPoint, Licensee will receive a License Renewal Credit equaling 50% of the image sale (this 50% applies to any and all sales of Licensee’s Images on MapPoint).
- This License may be converted into a perpetual License at the end of the initial term by:
 - Entering into a new License for new Images
 - Paying a one-time Perpetual License Conversion Fee of 20% of the Annual Fee.
 - Support for EFS for a perpetual License is 5% of the Annual Fee.
- The annual cost of the Images is fixed for a period of two (2) years from the date of the Licensee’s original License Agreement with Pictometry, assuming the Images are taken at the same frequency and there is no lapse of License.
- After the initial two (2) years, the annual cost of the Images will not increase by more than 10% in any one subsequent year.

8. Storage Media. Delivery media will be a GB storage device delivered by (and purchased from) Pictometry at a cost of \$_____.

OR

Licensee will make available on Licensee Server enough disk storage space to accommodate the Licensed Images and Licensed Software. This is estimated to be 453 GB in a NTFS file system, in other file systems the size may vary. Licensee will also provide a 100 Mb/s network link to the server. On delivery Pictometry shall copy the Licensed Images and Licensed Software from Pictometry’s computer to the Licensee server via the network connection.

Total Cost: The Total Cost of this License Agreement is One-hundred sixty-thousand five hundred and seventy-five Dollars (\$160,575.00), broken down as follows:

First Year

Annual Image License Fee	\$78,740.00
Delivery Media	\$???
Compressed Library	\$2,500.00
PSAP Integration	\$15,000.00
P911 Grant	-\$15,000.00

ArcIMS Integration	\$595.00
First Year Total	\$81,835.00

Second Year

Annual Image License Fee	\$78,740.00
Perpetual License	\$15,760.60
Perpetual License Grant	-\$15,760.60
Second Year Total	\$78,740.00

9. Taxes: All License Fees or other prices listed in this Agreement are exclusive of Federal, State and Local taxes. Licensee will be responsible for any taxes due under this License Agreement.
10. Payment: The Licensee shall remit to Pictometry International, Corp. twenty-five percent (12.5%) of the Total Fee upon signing this Agreement and the 37.5% fee within 30 days of the delivery of all Licensed Software and Images, as specified in this Schedule A. All delivery efforts by Pictometry International Corp. shall be coordinated with the Licensee. 50% of the Total Fee shall be due on the one-year anniversary of this delivery date. It is understood that the payment schedule is for the convenience of the Licensee. All monies are considered earned upon delivery of the Image Library. Payment of the Total Fee with the First Year total Fee will receive a 2% discount on that Second Year Total Fee. Fees past due for 30 days shall be charged a late fee of 1.5% per month.

Payment Breakdown:

Down payment due at signing =	\$20,071.88
Balance of First Year Total Fee due on Image Library Delivery =	\$60,215.62
Second Year Total Fee due on one-year anniversary of delivery =	\$80,287.50

11. Delivery Schedule: The image capture process and the delivery date may be affected by weather conditions or aircraft availability. Licensee will accept delivery within thirty (30) days of notification by Pictometry.
12. Recommended Minimum System Requirements for Electronic Field Study. A Pentium III with a 450 MHz processor, 128MB memory minimum 256MB+ recommended, Windows NT/2000/XP, a video card with 4 MB memory capable of 1024 x 768 resolution, 100MB NIC and 50MB free disk space for software.
13. Support Services: Additional training and support services are available at the additional costs listed:

Products & Services	Price
At Implementation	
-Additional user training sessions – End User or Advanced User.	\$500/session
Post Implementation Training	
-At Licensee Location	

-End User or Advanced User.	\$500/session*
-At Pictometry	
-Advanced User	\$500/Person /Day
-Via the Internet	\$350/Session
Post Implementation Technical Support	
-Telephone Support for Licensee Support Contacts – 5 Hour Blocks	\$500
-On Customer Site	
-Senior Engineer - Per Hour, Min 8 Hr.	\$200 *
-Customer Support Engineer – Per Hour, Min 8 Hr.	\$125 *
Electronic Field Study Operations Manuals	
- Printed Manuals	\$50

* Plus meal, lodging and travel expenses

This page has intentionally been left blank.

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

insufficient funds in the Worthless Check Fund as held by the County Treasurer, the Solicitor must reduce costs and/or personnel so that the Worthless Check budget is balanced. The funds generated pursuant to R.432, H4810, Proviso 33.6 of Act 397 of 2006 and this Agreement must not be used to reduce the amount budgeted by the County to the Solicitor's office. Withdrawals from the Worthless Check Fund shall be made only at the request of the Solicitor.

5. VICTIMS' RESTITUTION. The Solicitor shall maintain an account for the purpose of collection and disbursement of restitution of all funds collected for the benefit of the victims of the worthless check. The Worthless Check Unit shall disburse to the victim all restitution collected in connection with the original complaint filed. If the victim cannot be located after a reasonable time, not to exceed one year after completion or termination from the Worthless Check Unit, and upon diligent efforts to locate him, the restitution collected for the victim must be transferred to the General Fund of the County. Any claims for restitution transferred to the General Fund of the County pursuant to this section shall be the responsibility of the County and, if paid, shall be paid from the General Fund of the County.

6. ACCOUNTING. The Worthless Check Unit shall be subject to and included in the County's annual audit, a copy of which shall be delivered to the Unit. Further, each monthly deposit of both the Worthless Check Fee and Administrative Fee shall be accompanied by reconciliation and accounting of the fees to County Treasurer in sufficient detail.

7. ENTIRE AGREEMENT. The terms set forth herein are the entire agreement of the parties, and no oral representations or statements shall be considered a part hereof. Any amendment to this Agreement must be in writing and signed by the party to be charged therewith.

The parties hereto agree that this Agreement shall terminate on the 30th day of June, 2007.

The County of Lexington

By: _____
Name: _____
Title: _____

DATE: _____

Solicitor of the Eleventh Judicial Circuit

By: Donald V. Myers
Name: Donald V. Myers
Title: Solicitor

DATE: 8-16-06

MEMORANUDM OF UNDERSTANDING

between:

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

and

**Town of Pine Ridge
2757 Fish Hatchery Road
Pine Ridge, SC 29172**

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 Pine Ridge (hereinafter Pine Ridge) 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 Pine Ridge law enforcement jurisdiction under the aforementioned statutory authority to those areas so situated and specifically, but not limited to:

- That portion of Bachman Road from the Pine Ridge Town limits southeast to Glenn Road to include all intersections, roadways, 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 Pine Ridge shall not be deemed extended into areas of operation that are located outside the geopolitical territorial limits of the Town of Pine Ridge.

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 Pine Ridge 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

date

Todd Cullum
Chair, Lexington County Council

date

Elizabeth Wright
Chief of Police, Town of Pine Ridge

date

David L. Busby
Mayor
Town of Pine Ridge

date

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

STATE OF SOUTH CAROLINA)
)
COUNTY OF LEXINGTON)



AUTOMATIC AID AGREEMENT

This Agreement made and entered into this _____ day of _____

2006 by and between the County of Lexington, South Carolina, hereinafter referred to as the County, and the City of Cayce, South Carolina, hereinafter referred to as the City.

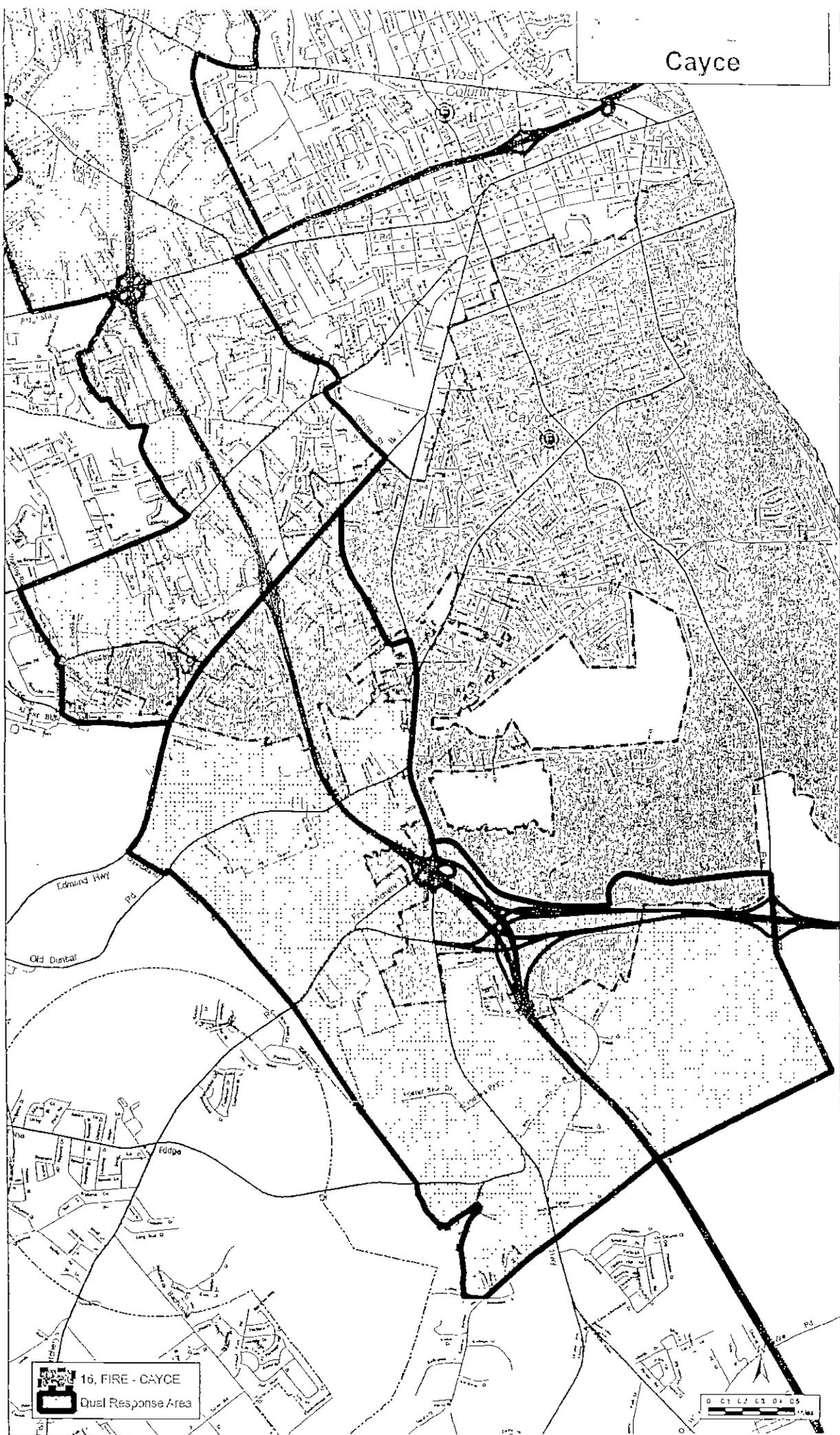
THAT WHEREAS, Section 4-21-10, of the South Carolina Code of Laws, 1976, authorizes a county to enter into and contract with other subdivisions of the State for the purposes of providing fire protection to the citizens of the county, and Section 5-7-30 of the South Carolina Code of Laws, 1976, authorizes a city to enter into and contract with other subdivisions.

WHEREAS, it is the desire of the County and the City to provide automatic aid fire services to certain areas lying outside the defined boundaries of the County service area and the municipal limits of the City.

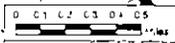
THEREFORE, it is agreed that the County and the City shall provide fire protection to the service area upon the following conditions

- (1) TERM OF AGREEMENT – This agreement shall commence on the first day of _____, 2006, and continue for a period of twelve (12) months ending on the _____ day of _____, 2007. Thereafter, this agreement shall be renewed annually unless either party desires to withdraw, in such case written notice shall be given to the other party by _____ 1st of each contract period commencing in 2007.
- (2) RESPONSE – The County or City shall provide initial response to the service area as designated by the attached map, and the County or City fire equipment from the next nearest station shall be dispatched as a secondary response.
- (3) This agreement may further be defined by written standard procedures agreed upon by an authorized representative of both jurisdictions, provided that the intent of this agreement shall not be changed by such procedures.
“Authorized Representative” shall be defined as the Lexington County Fire Service Coordinator, or the Fire Chief of the City of Cayce.
- (4) SERVICE LEVEL – The County and the City agree to maintain a fire protection system within the service area. Insurance ratings to be determined by the Commercial Risk Division of the Insurance Service Office.

Cayce

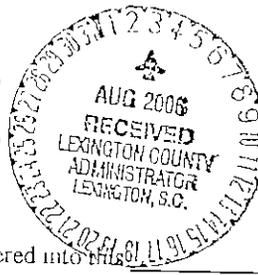


16, FIRE - CAYCE
Qual Response Area



STATE OF SOUTH CAROLINA)

COUNTY OF LEXINGTON)



AUTOMATIC AGREEMENT

This Agreement made and entered into this _____ day of _____

2006 by and between the County of Lexington, South Carolina, hereinafter referred to as the County, and the City of West Columbia, South Carolina, hereinafter referred to as the City.

THAT WHEREAS, Section 4-21-10, of the South Carolina Code of Laws, 1976, authorizes a county to enter into and contract with other subdivisions of the State for the purposes of providing fire protection to the citizens of the county, and Section 5-7-30 of the South Carolina Code of Laws, 1976, authorizes a city to enter into and contract with other subdivisions

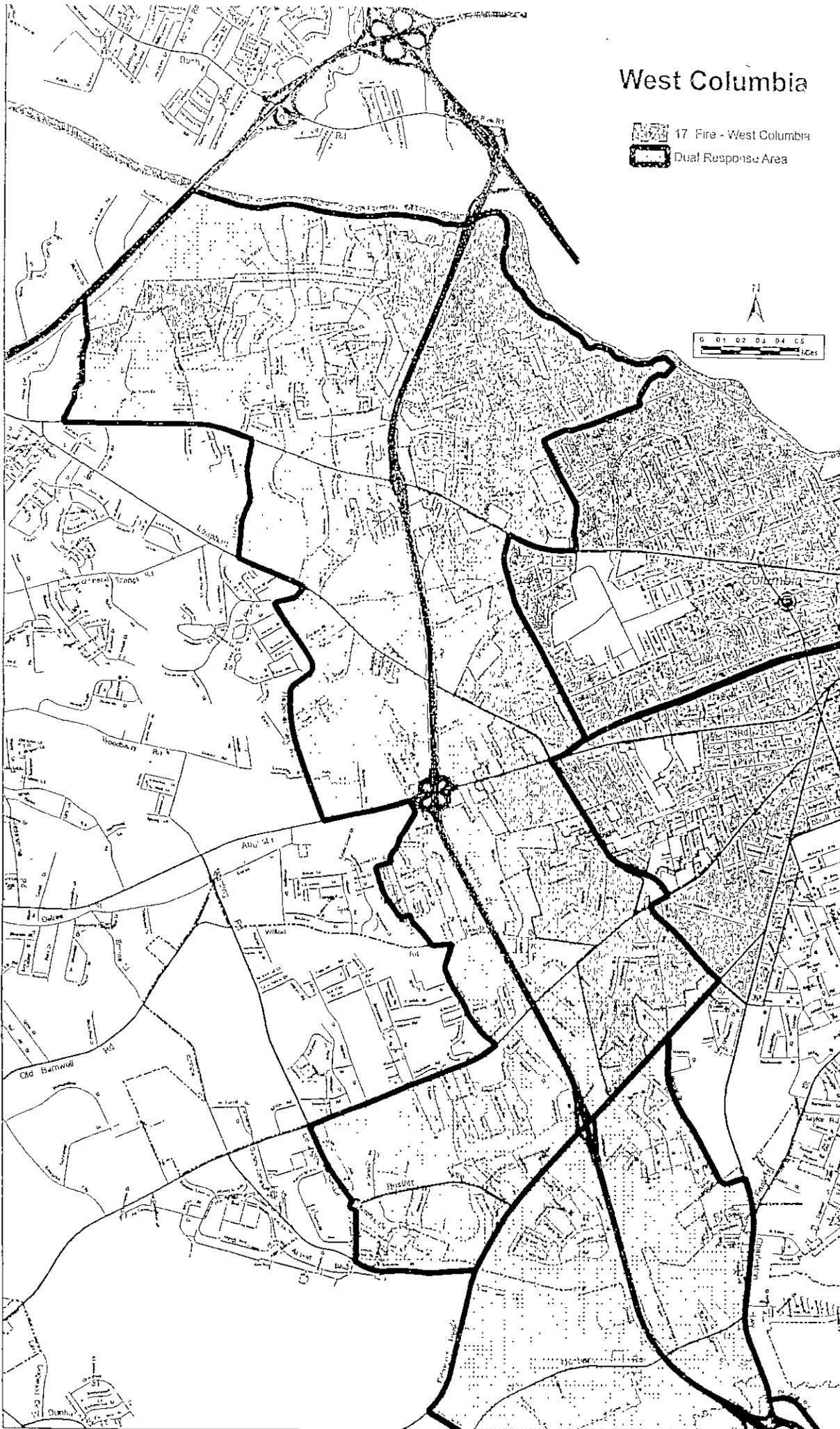
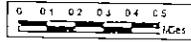
WHEREAS, it is the desire of the County and the City to provide automatic aid fire services to certain areas lying outside the defined boundaries of the County service area and the municipal limits of the City

THEREFORE, it is agreed that the County and the City shall provide fire protection to the service area upon the following conditions

- (1) TERM OF AGREEMENT – This agreement shall commence on the first day of _____, 2006, and continue for a period of twelve (12) months ending on the _____ day of _____, 2007. Thereafter, this agreement shall be renewed annually unless either party desires to withdraw, in such case written notice shall be given to the other party by _____ 1st of each contract period commencing in 2007
- (2) RESPONSE – The County or City shall provide initial response to the service area as designated by the attached map, and the County or City fire equipment from the next nearest station shall be dispatched as a secondary response
- (3) This agreement may further be defined by written standard procedures agreed upon by an authorized representative of both jurisdictions, provided that the intent of this agreement shall not be changed by such procedures
“Authorized Representative” shall be defined as the Lexington County Fire Service Coordinator, or the Fire Chief of the City of West Columbia
- (4) SERVICE LEVEL – The County and the City agree to maintain a fire protection system within the service area Insurance ratings to be determined by the Commercial Risk Division of the Insurance Service Office

West Columbia

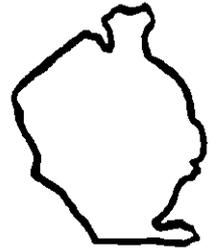
-  17 Fire - West Columbia
-  Dual Response Area



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



COUNTY OF LEXINGTON
PUBLIC WORKS DEPARTMENT
ENGINEERING



MEMORANDUM

DATE: September 18, 2006

TO: Katherine Doucett
County Administrator

FROM: John Fechtel, Public Works Director
Assistant County Administrator 

RE: Subdivision Regulations, Development Guidelines and
Stormwater Ordinance Update

At this point we would like to update County Council on the progress of the following three (3) items:

1. Subdivision Regulations – One (1) issue that staff is presently looking at are access policies. SCDOT had changed their encroachment (driveway) policy several years ago and have recently started enforcing the change. Access points for driveways to a SCDOT maintained road are limited as to the available road frontage.
2. Development Guidelines – We are working chapter-to-chapter, drafting changes to the document along with our Stormwater Management Sediment & Erosion Control Ordinance. For the most part, these basic engineering practices (plats, road, stormwater, sediment and erosion control design, road signage and private road subdivisions), and various parts of the guidelines are subject to both the new NPDES (National Pollution Discharge Elimination System) regulation for large and small projects and our forthcoming NPDES Phase II.

Council is aware that staff, our NPDES consultant and a stakeholders group (engineers, developers, contractors and soil conservation) are working on various aspects of this. There are eight (8) sections to this document and it is a lengthy project.

One aspect of the document dealing with requirements for large developments in respect to entrances, expansions and phasing was presented to Council in December and January as information only (see attached). Although this was not formally voted on by County Council, we have discussed these issues with at least two (2) large projects submitted to us since then.

Due to the delay in reviewing and drafting changes in the document, County Council may want to proceed with formally adopting these requirements. The entire review and suggested changes may be several months away before being submitted as a completed drafted change. This is being submitted again so that Council can address these specific changes rather than wait for the entire document to be processed.

3. Stormwater Ordinance – A completed draft has had first reading and we anticipate second reading at the October 10th meeting. Both the county attorney and SCDHEC are presently reviewing the draft for their comments.

As stated earlier, if County Council wants to adopt the changes for larger residential developments now, it should be placed on the October 10th meeting schedule for their consideration.

Attachment

/lh

Memorandum

November 30, 2005

To: Art Brooks
County Administrator

For: County Council

From: Charlie Compton, Director
Department of Planning and GIS
John Fechtel, Director
Department of Public Works

Reference: Review of Subdivision Regulations and Development Guidelines

Our Subdivision Regulations were adopted in 1971 by the very first Lexington County Council. In 1979 we completed a major revision of those regulations, greatly simplifying the process and improving the major definitions. Periodically since then there have been amendments that addressed various issues and kept them up-to-date, such as the recent changes to comply with the new “vested rights” legislation. In 1999 we did a major update in order to bring them into conformance with the guidelines of South Carolina’s new planning legislation.

These regulations are primarily administrative, establishing the procedures for review to comply with South Carolina laws and other County development regulations, policies, and guidelines. However, there are opportunities to establish standards unique to subdivisions and to give legal status to other documents such as the *Development Guidelines*, *Access Policy*, *Installation of Fire Hydrants in New Subdivisions*, etc.

The Development Guidelines were created in the 1980’s in response to a void in engineering literature. At the time there were many engineering publications that were useable if you were widening US #378 or building an interstate interchange; however, there were no published comprehensive standards for everyday public road and storm drainage systems. Lexington County’s *Development Guidelines* have been coveted by many local jurisdictions because of their comprehensiveness and the sophistication of the engineering standards.

We have carefully reviewed both of these documents and are making the following recommendations:

Subdivision Regulations – Because of the 1999 update, there are very few things that are out-of-date in the Subdivision Regulations. We have completed some minor changes, to include adding a more detailed definition of the Development Guidelines and changing personnel titles to match the responsibilities of the current staffing arrangements. However, there are some major items that the staff would like to take to the Planning Commission for development and possible consideration by Council. They are as follows:

- ◆ Sidewalks are currently optional and we would like to consider the possible addition of certain circumstances and/or locations in which they might be made mandatory.
- ◆ Since 1978 Lexington County has had the most successful methods in South Carolina for protecting the flow of water through developments. These methods are still valid, but they primarily address the quantity of run-off. With the mandatory aspects of EPA’s new water quality requirements, we would like to explore some changes to those methods that could apply to new subdivisions, as well as some non-subdivision development.

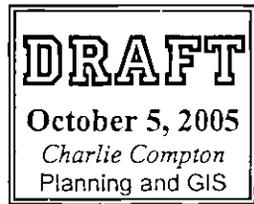
- ◆ Common areas, including active and passive recreation areas, are included in many subdivisions. We feel this would be a good time to explore the entire concept of open space in conjunction with the many aspects of water flow and water quality that developers have to address. With the increased use of conservation easements we also need to explore the ways we can maximize their use for the benefit of Lexington County and developers.

Development Guidelines – The Department of Public Works was already involved in a major reorganization of the Development Guidelines. Enough work has been done at this time to determine that most of the engineering standards contained in that document are still considered “state-of-the-art” guidelines. One of the major aspects of this re-write is to refocus the document to only the engineering standards of Lexington County. The other “development” guidelines currently contained in the document are handled quite well through other publications and processes. This will allow the new document to be reorganized and renamed as *Engineering Guidelines* – the original concept in the 1980’s, and permit the consideration of newer standards and techniques by Council.

The issue that prompted this ordinance review is the handling of subdivision expansions, either planned or unplanned. Therefore, we immediately drafted a new section for the *Engineering Guidelines* to address “**Requirements for Larger Residential Developments**,” including the establishment of methods for handling future expansions. That draft document is attached and we are requesting that it be sent to the Planning Commission for review and comment. In the meantime it could be used as guidance from Council to the engineering staff for the handling of these situations. Since it is not an ordinance, any concerns or exceptions to these requirements for a specific project could be handled by Council at a single meeting, if necessary.

Enclosure: Draft document – “Requirements for Larger Residential Developments”
Lexington County Subdivision Regulations

NOTE: The following section would be included in the Lexington County Engineering Guidelines, reorganizing some existing requirements while adding additional restrictions for these unique projects.



Requirements for Larger Residential Developments

As residential developments become larger, they are required to address traffic circulation, safe access, and orderly expansion. This includes all developments containing dwelling units, but most often applies to residential subdivisions. The following requirements are established to assist in this process:

Entrances

- A. All projects with more than 200 dwelling units must address vehicular access to the existing road system in the following manner:
 1. For every 200 dwelling units (or portion thereof) in a project, a vehicular entrance must be provided.
 2. These entrances must be located in a manner to provide additional access in the direction expected to be used most often by the residents of the project. This will not prohibit the inclusion of additional entrances to other roads that are provided for convenience to the residents.
 3. If a particular entrance is the primary access point for at least 200 dwelling units, either a deceleration lane or left turn lane must be installed on the existing road, depending upon whether the majority of the entering traffic must make a right or left turn to enter the project. If the entering traffic is equally divided, then both improvements must be made.
- B. All projects with more than 50 dwelling units must design their entrances to the existing road system in the following manner:
 1. Each entrance is required to include either a left or right turn lane, depending on which turning movement is expected to attract the least number of vehicles. The primary turning movement out of the development will be aligned with the out-bound lane of the subdivision entrance.
 2. If the development entrance aligns with a multiple use driveway or roadway on the other side of the road, or has the potential of doing so in the future, then that entrance is required to provide three exit lanes – one each for left turn, right turn, and straight ahead movements.
 3. For every 20 dwelling units (or portion thereof) that are likely to use a particular entrance, ten linear feet of that entrance road shall be designed in a manner that prohibits driveway access to any of the proposed residences.
- C. These type entrance improvements are subject to the approval of an encroachment permit from either the Lexington County Department of Public Works or the South Carolina Department of Transportation, depending on the maintenance responsibility for the existing road.

Road System

If a project's entrance is at the location of an existing traffic signal, or if the project entrance qualifies for a new traffic signal and that new signal is being installed as a part of this project, then the following road layout may be created:

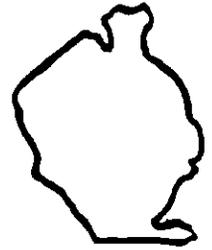
1. A collector road system may be designed using the guidance found in the engineering standards of this document.
2. Any collector road system would then be considered the access point for meeting the entrance requirements above.
3. Any collector roads must not be used for individual driveway access to residential dwelling units.
4. Right and left turn lanes into the project must be installed at the traffic light if they do not already exist.

Expansions and Phasing

- A. All projects with multiple phases of development which have been designed from the beginning must comply with the following:
 1. If a future phase will not be constructed for more than two years after the completion of an existing phase, then the phasing must be planned so that no more than six dwelling units or lots are allowed beyond the last road intersection in that existing phase. A temporary cul-de-sac will not be allowed as an interim design feature.
 2. At the point where the future road will be constructed or extended, a sign must be posted that clearly describes the design and size of the proposed expansion and an estimated timetable for construction
- B. All projects, that have the potential to access adjacent properties and wish to reserve the possibility for future development of additional phases, must comply with the following:
 1. The portion of the project first constructed must be designed to meet all requirements of the possible larger development, to include road and entrance designs as well as layout standards. It is permissible to design for the additional requirements and only construct them if needed.
 2. The point on the road system that may serve the future expansion must be posted with a sign that clearly describes the design and size of the possible expansion.
 3. If the possible expansion is to have private deed restrictions different than those for the existing phases, the current restrictions must contain a description of the possible differences. If that description is not in the current restrictions, then those future deed restrictions, if different, must be voted on by the current property owners in the same manner that an amendment to those restrictions would be handled.



COUNTY OF LEXINGTON
PUBLIC WORKS DEPARTMENT
ENGINEERING



MEMORANDUM

DATE: September 18, 2006
TO: Katherine Doucett
County Administrator
FROM: John Fechtel, Public Works Director
Assistant County Administrator 
RE: "No Through Trucks" Signage Policy

Staff has worked on a basic policy for County Council to consider for placing or requesting "No Through Trucks" signage on County or SCDOT maintained roads.

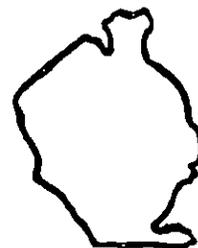
1. Petition – A valid citizen group (crime watch, community club, etc) or 51% of the homeowners along a road may petition Public Works with their request. Petition should state the reasons for the request.
2. Public Works and/or SCDOT will evaluate the road from a safety (width of pavement, curves, etc) and a maintenance standpoint (condition of pavement).
3. Some type of traffic evaluation shall be placed on the road at various locations for several days to determine magnitude of truck traffic (number of trucks, time of day/night trucks are using the road, speed, etc.)
4. Public Works / SCDOT shall try to establish where feasible alternate routes are located to establish that the alternate route would be more acceptable to truck traffic, either by safety and/or maintenance.
5. Once the above is accomplished, a report to County Council will be submitted to County Council for their consideration.

These are some basic guidelines to be considered prior to approval of posting "No Through Trucks" signs.

/lh



COUNTY OF LEXINGTON
PUBLIC WORKS DEPARTMENT
ENGINEERING



MEMORANDUM

DATE: September 12, 2006

TO: Katherine Doucett
County Administrator

FROM: John Fechtel, Public Works Director
Assistant County Administrator 

CC: Larry Porth
Director of Finance
Assistant County Administrator

RE: Alternate Funding Sources – Public Works

As a follow-up to my discussion with County Council regarding increased construction costs of road paving projects, we offer the following sources of alternate funding:

1 "C" Fund Bond Option: Attached (Exhibit "A") is a copy of the guidelines and procedures for issuance of State Highway Bonds. SCDOT representatives indicate that several counties have utilized these types of bonds and the term of the bonds could be 5-20 years with a service limitation of 15% of annual revenue.

These bonds are usually sold with a large state bond issuance and may take 6-8 months after approval to be sold. At this point, we are unsure of the legal costs of issuance that would be deducted from the proceeds of the sale. The following are examples of bond revenue estimates:

<u>Annual Payment</u>	<u>Years</u>	<u>Principal</u>	<u>Interest</u> (computed at 5%)
\$300,000	5	\$ 1,298,843	\$ 201,157
\$300,000	10	\$ 2,316,520	\$ 683,479
\$300,000	15	\$ 3,113,897	\$ 1,386,102
\$300,000	20	\$ 3,738,663	\$ 2,261,336
\$500,000	5	\$ 2,164,738	\$ 335,261
\$500,000	10	\$ 3,860,867	\$ 1,139,132
\$500,000	15	\$ 5,189,829	\$ 2,310,170
\$500,000	20	\$ 6,231,105	\$ 3,768,894

This bond option does not affect the County's general fund and the bond payments are deducted by SCDOT at the first of each fiscal year from the "C" Fund revenue. With revenues of \$3,900,000 annually, a \$500,000 reduction would leave \$3,400,000 available annually. Attached as Exhibit "C" is a list of roads ready to bid, but funds are needed for construction.

2. Section 6-1-330 of State Law allows counties to impose fees. Examples are solid waste collection fees, building inspection fees, construction permits, landfill permits, library fines, zoning, planning, etc. Fees that some other counties charge that we do not are: boat dockage / ramps / marina, tax collection fees, finger printing, fire service fees, mosquito abatement, road maintenance (vehicle) fees, stormwater utility fees, watershed fees, contractor licenses, driveway permits, drainage tiles, easement abandonment, encroachment permits, excavation permits, festival permits, fire sprinkler permits, fireworks permits, garage permits and noise exemption permits.

The following fees are Public Works related that have potential uses:

A. Road Maintenance (Vehicle) Fees: 23 of the 46 counties currently have this fee (Exhibit "B"). The fees range from \$8.00 to \$30.00 per vehicle. In FY '05, there were 234,493 vehicle owners that received a tax bill in Lexington County. Examples of the potential revenue are as follows:

<u># of Vehicles</u>	<u>Fee</u>	<u>Annual Revenue</u>
234,493	\$10.00	\$2,344,930
234,493	\$20.00	\$4,689,860

B. Stormwater Utility Fees: Currently 3 counties assess this fee with others considering it in part by the new NPDES Phase II requirements. In essence a fee schedule is developed for all properties based on the pervious / non-pervious areas. This is a complex situation and would be time consuming to assess each property but with our assessor's records and other methods it can be accomplished.

C. Encroachment Permits: This can be easily addressed from the standpoint of our issuing permits on existing roads; however, in new subdivisions most utilities are placed prior to County acceptance. These utilities are using our right-of-ways at no cost while we are incurring administrative costs associated with issuing permits.

Alternate Funding Sources
Memo – Public Works
September 12, 2006
Page Three

D. Capital Project Sales Tax Act Section 4-10-300 to 4-10-380: This one-percent (1%) sales tax has various applications but was not explained due to the language of section 4-10-3103 which states: "However, at no time may any portion of the County area be subject to more than one-percent (1%) sales tax levied pursuant to this article, pursuant to Chapter 37 of Title 4, or pursuant to any local law enacted by this General Assembly." We would need a legal opinion on this, however, this type of revenue source can generate millions of dollars for a wide variety of projects (roads, fire stations, etc) which has to be approved by the voters in a referendum detailing the projects and project costs.

Public Works is not recommending any of these revenue sources but just wanted County Council to be aware that other entities are using these fees in various degrees. All of these fees are required to offset the service or program for which the fee is paid.

Attachment(s)

/lh

EXHIBIT "A"

**GUIDELINES AND PROCEDURES
ISSUANCE OF STATE HIGHWAY BONDS
ON BEHALF OF COUNTY TRANSPORTATION COMMITTEES**

- The County Transportation Committee (CTC) determines the need to issue bonds for the completion of a project for which "C" funds are expended.
- The CTC then files a written application with the Commission of the Department of Transportation and the State Treasurer.
- The application will include:
 - a. A resolution adopted by the CTC containing information as described in Section 57-11-220.
 - b. A description of the project for which the bond proceeds are needed, an explanation of how the CTC determined the need for bond proceeds to complete the project, availability of revenues and the financial impact on other "C" projects, an explanation of the impact and benefits derived by the project to the county, and any other information requested by DOT or the State Treasurer.
- Upon receipt of an application, the SCDOT will review the application and the project for which the application is made. The SCDOT will then make a recommendation concerning the scope, availability of sufficient "C" fund revenue, project feasibility, benefit and cost of the proposed project to the Board.
- The Constitutional debt service limitation of 15 percent of revenue applies to each county and its "C" fund revenue individually.
- The CTC shall provide a Resolution to the Board containing the information required by Section 57-11-280.
- Bond counsel for the transaction shall be the same counsel as then serving for State General Obligation Bond issues.
- The SCDOT and the CTC will enter into a binding agreement in which the CTC pledges its revenue for the debt service of the bonds issued and authorizes the DOT to withhold sufficient revenues at the beginning of each fiscal year to be transferred to the State Treasurer to provide for debt service.
- Upon consideration and approval of the Board for issuing bonds, the bonds will be issued by the Governor and State Treasurer.

EXHIBIT B

APPENDIX C: USER FEES - I. CHARGES FOR GOODS AND SERVICES CONSUMED

RECREATION CHARGES TO WATERSHED FEES

COUNTY	Recreation Charges/ Fees	Road Maint. (Vehicle) Fee	Solid Waste Collection	Stormwater Utility Fees	Tax Collection for Towns	Towing Fees	Water/ Sewer Taps/Fees	Watershed Fee
Abbeville*		√ - \$10.30						
Aiken	√	√ - \$15.00						
Allendale*								
Anderson	√		√				√	
Bamberg					√			√
Barnwell					√			
Beaufort	√	√ - \$10.00		√		√		
Berkeley			√				√	
Calhoun*								
Charleston			√					
Cherokee*								
Chester*								
Chesterfield		√ - \$10.00	√		√			
Clarendon	√	√ - \$15.00			√	√		
Colleton	√	√ - \$30.00			Considering			
Darlington			√					
Dillon*		√ - \$10.00						
Dorchester		Considering	√	√	√		√	
Edgefield	Considering	√ - \$10.00	√		√		√	
Fairfield*								
Florence	√	√ - \$15.00	√		√	√	√	
Georgetown	√	√ - \$15.00	√					
Greenville	√	√ - \$15.00		Considering		√		
Greenwood	√	√ - \$8.00	√			√		
Hampton	√							
Horry*		√ - \$15.00						
Jasper*								
Kershaw	√	√ - \$15.00			√		√	

* Did not respond

Exhibit ^AB¹⁾

APPENDIX C: USER FEES - I. CHARGES FOR GOODS AND SERVICES CONSUMED

RECREATION CHARGES TO WATERSHED FEES

COUNTY	Recreation Charges/ Fees	Road Maint. (Vehicle) Fee	Solid Waste Collection	Stormwater Utility Fees	Tax Collection for Towns	Towing Fees	Water/ Sewer Taps/Fees	Watershed Fee
Lancaster		√ - \$15 00			√		9	
Laurens		√ - \$0 00	√		√		10	
Lee*								
Lexington	√				√			
Marion		√ - \$15 00	√					
Marlboro	√	√ - \$22 00	√		√			
McCormick*								
Newberry			√					
Oconee*								
Orangeburg		√ - \$25 00		√		√	Considering	√
Pickens	√	√ - \$20 00					√	
Richland		√ - \$15 00	√	Considering		√	√	
Saluda*								
Spartanburg	√		√			√		
Sumter	√	√ - \$15 00				√	Considering	
Union	√							
Williamsburg*		√ - \$15 00						
York					√		√	
TOTAL	17	23	16	3	13	9	9	2
% of Respondents	53%	50%	50%	9%	41%	28%	28%	6%

⁹ Water/Sewer District imposes

¹⁰ Imposed by the County Water and Sewer Commission

C-Fund Status and Estimated Funds Required for Construction

EXHIBIT

"C"

ROADS PROGRAMMED FROM THE 99-00 THROUGH 03-04 PRIORITY LISTS THAT ARE READY FOR BIDDING AND REQUIRE ADDITIONAL FUNDING

CD	rank and year	length	status	available funds	estimated cost	funds req'd	total estimated funds required	running total or estimated bond amount
6	#7 on 00-01	John Kinard Circle & Court, 0.23 miles	ready for county	\$74,163.00	\$74,163.00	\$0.00		
1	#8 on 00-01	Elbert Taylor Road, 1.131 miles	ready for bid	\$471,780.00	\$1,000,000.00	\$528,220.00		
4	#1 on 01-02	Sandy Ridge Lane, 0.17 miles	ready for bid	\$120,000.00	\$180,000.00	\$60,000.00		
1	#5 on 01-02	Victor Road	ready for bid	\$599,224.00	\$599,224.00	\$0.00		
1	#10 on 01-02	Jim Rucker Road, 2.45 miles	ready for bid	\$0.00	\$1,381,000.00	\$1,381,000.00		
5	#5 on 03-04	Jayne Lane, 0.18 miles	ready for bid	\$7,435.00	\$227,757.00	\$220,322.00		
3	#8 on 03-04	Payne Lane, 0.47 miles	ready for bid	\$0.00	\$323,000.00	\$323,000.00		
1	#9 on 03-04	Martin Neesse Road, 0.24 miles	ready for bid	\$15,500.00	\$158,000.00	\$142,500.00		
TOTAL LENGTH							6.15	
TOTAL ESTIMATED FUNDS REQUIRED							\$2,655,042.00	\$2,655,042.00

2006-2007	Resurfacing Option	ready for bid	\$800,000.00	\$800,000.00	\$800,000.00	\$800,000.00	\$3,455,042.00
2006-2007	SCDOT Match Program	waiting on SCDOT	\$500,000.00	\$500,000.00	\$500,000.00	\$500,000.00	\$3,955,042.00

ROADS PROGRAMMED FROM THE 99-00 THROUGH 03-04 PRIORITY LISTS THAT ARE NOT READY FOR BIDDING

rank	year	length	status	available funds	estimated cost	funds req'd	total estimated funds required	running total or estimated bond amount	estimated bid letting date
1	#9	5 on 99-00	Pine Plain Road, 3.53 miles	scdot-wetlands mtb	\$4,222,613.00	\$5,436,626.00	\$1,214,013.00	\$5,169,055.00	within 90 days
5	#12 on 00-01	Dogwood Road, 1 & 2, 0.83 miles	railroad application	\$49,984.00	\$700,000.00	\$650,016.00	\$650,016.00	\$5,819,071.00	within 365 days
2	#7 on 01-02	Trues Road, 3.73 miles	ready for bid	\$0.00	\$2,048,737.00	\$2,048,737.00	\$7,867,808.00		within 60 days
1	#1 on 03-04	Pelton Road, 1.72 miles	scdot design/r-o-w	\$6,448.00	\$2,610,119.00	\$2,610,119.00	\$10,477,927.00		within 60 days
9	#3 on 03-04	Backman Drive, 0.29 miles	design / r-o-w	\$5,200.00	\$118,000.00	\$112,800.00	\$10,590,727.00		within 60 days
2	#4 on 03-04	Elbert Taylor Road, 2.10 miles	hold	\$0.00	\$800,000.00	\$800,000.00	\$11,390,727.00		within 90 days
5	#6 on 03-04	Pleasant Court, 0.20 miles	design	\$5,735.00	\$150,778.00	\$145,043.00	\$11,535,770.00		within 60 days
1	#10 on 03-04	Shannon Street, 0.15 miles	design / r-o-w	\$19,100.00	\$92,000.00	\$72,900.00	\$11,608,670.00		within 60 days

10 31

total estimated funds for projects in progress

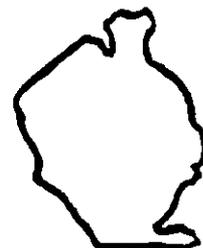
\$7,653,628.00

SCDOT roads	Pine Plain Road, 2.39 miles	original cost estimate 4/30/01	current estimate
SCDOT roads	Victor Road, 1.1 miles	original cost estimate 3/3/03	\$5,436,626.00
SCDOT roads	Pelton Road, 1.72 miles	original cost estimate 8/10/04	\$2,616,567.00

rank	year	length	status	available funds	estimated cost	funds req'd	total estimated funds required	running total or estimated bond amount	estimated bid letting date
1	#9	5 on 99-00	Pine Plain Road, 3.53 miles	scdot-wetlands mtb	\$4,222,613.00	\$5,436,626.00	\$1,214,013.00	\$5,169,055.00	within 90 days
5	#12 on 00-01	Dogwood Road, 1 & 2, 0.83 miles	railroad application	\$49,984.00	\$700,000.00	\$650,016.00	\$650,016.00	\$5,819,071.00	within 365 days
2	#7 on 01-02	Trues Road, 3.73 miles	ready for bid	\$0.00	\$2,048,737.00	\$2,048,737.00	\$7,867,808.00		within 60 days
1	#1 on 03-04	Pelton Road, 1.72 miles	scdot design/r-o-w	\$6,448.00	\$2,610,119.00	\$2,610,119.00	\$10,477,927.00		within 60 days
9	#3 on 03-04	Backman Drive, 0.29 miles	design / r-o-w	\$5,200.00	\$118,000.00	\$112,800.00	\$10,590,727.00		within 60 days
2	#4 on 03-04	Elbert Taylor Road, 2.10 miles	hold	\$0.00	\$800,000.00	\$800,000.00	\$11,390,727.00		within 90 days
5	#6 on 03-04	Pleasant Court, 0.20 miles	design	\$5,735.00	\$150,778.00	\$145,043.00	\$11,535,770.00		within 60 days
1	#10 on 03-04	Shannon Street, 0.15 miles	design / r-o-w	\$19,100.00	\$92,000.00	\$72,900.00	\$11,608,670.00		within 60 days



COUNTY OF LEXINGTON
PUBLIC WORKS DEPARTMENT
ENGINEERING



MEMORANDUM

DATE: September 12, 2006
TO: Katherine Doucett
County Administrator
FROM: John Fachtel, Public Works Director
Assistant County Administrator
RE: "C" Fund Program

Attached is basic information for the method by which the "C" Fund program is administered by Public Works. Several issues have been raised by Council members about various aspects of our program that may require Council to set policies. Those issues are, but not limited to the following:

1. Paving portions of a road: We have allowed partial petitions. For instance, there may be a long road (several miles) where only a portion is heavily traveled. This may be due to high density on a portion and not the remainder of the road. A named road may intersect other roads multiple times but only a section between two paved roads is a shorter/quicker route. There may be few or no houses, yet traffic count and maintenance costs are high, which raises several questions:

- A) What should the criteria be for paving a portion of a road, if any?
- B) Once a road is approved for paving yet, not all the right-of-way can be obtained. Do we drop the project or refer back to County Council with a recommendation/justification?
- C) Also if only a portion is paved, do we consider any improvements on the unpaved section?

"C" Fund Program
Memo – Public Works
September 12, 2006

Page Two

2. Condemnation: County Council has not approved condemnation on roads to be kept in our system. County Council has affirmed condemnation when it is a SCDOT project and SCDOT is initiating the action. We brief County Council on the SCDOT situation based on their information (potential costs, number of condemnations versus total number right-of-ways, etc). County Council needs to confirm a policy on condemnation as there are varying considerations, pro and con.

3) Policy on right-of-way issues: More than ten years ago, we began sending out right-of-way/drainage easement confirmation letters after roads were approved by County Council. This method of obtaining right-of-way does not always work because property changes ownership; people change their mind, etc.

One possible solution to this problem would be to utilize our technology. With our aerial photography and contours, we can put this information into an AutoCAD format and put our road information (right-of-way, drainage easements, etc) on the aerials. This would allow a graphical representation of the road/drainage rights-of-way on each property. Based on this, we could try to obtain actual right-of-way documents from each property owner. If this concept is considered, we would need to investigate the legal aspect and we cannot be assured that what is on GIS is totally accurate. We will check with one of our engineers to try to establish an estimated cost to do this.

One item that has been discussed over the years without any action taken has been the idea of adding points to the road-ranking list for business or agricultural concerns. There are various ways to do this but Council needs to discuss the concept. Points could be added by various methods – point for each chicken house, points for acreage used for certain activities, points for square footage of a business, etc., which could be done on a scale basis. Example: 1-point per 5,000 square feet of a business building space. The only major problem at this point is collecting this information for each petitioned road, and there are 347 roads currently on the list.

I anticipate this will be a work-in-progress but we need to begin the policy process.

Attachment

/lh

C-Fund Program

1. Dirt Road Paving:

There are currently 347 dirt roads petitioned for paving. Some of these petitions date back to the 1970's and one from 1967.

In the mid 1980's the Legislative Delegation requested that the Public Works Department prioritize the petitioned roads for each House District.

The Delegation forwarded all of the petitions that they had on file to the Public Works Department at that time.

Currently if a request is received regarding the paving of a dirt road and the dirt road is not petitioned, then a road paving petition packet (attached) is sent out.

The petition packet contains information regarding the paving process and states that right of way and storm drainage easements will be required.

Generally an entire length of road is petitioned however portions of roads are petitioned as long as one end intersects with a publicly maintained paved road.

If an entire length of road is petitioned and subsequently programmed for paving and right of way can't be secured over the entire length of road then an effort is made to pave as much of the road as possible as long as it ties to a publicly maintained paved road.

When the petitions are returned they are filed and held until November of each year and then added to the next priority list.

The priority list is compiled based on 5 factors: maintenance cost, traffic counts, number of houses per mile, school bus route, and number of years a petition has been on file.

1. Average annual maintenance cost per mile per year. Maintenance costs on each road are obtained and averaged over a 6 year period and converted to a per mile cost. A maintenance cost factor is assigned to the road based on the average annual maintenance cost per mile as follows:

<u>Maintenance Cost</u>	<u>Maintenance Cost Factor</u>
\$0-1000	50
\$1000-2500	100
\$2500-3500	150
\$3500-4500	200
\$4500-5500	250
\$5500-6500	300
Over \$6500	350

The maintenance cost factor is added into the "Total Weighted Value".

2. Average daily traffic. The average daily traffic is determined on each petitioned road. The average daily traffic number is added into the "Total Weighted Value".
3. Density per mile. The average number of houses or residences is determined on each petitioned road and then converted to a per mile basis. The density per mile is added into the "Total Weighted Value".

4. School bus route. If a school bus travels the road then a 10 percent bonus of whatever the average daily traffic is added in the ranking process. The 10 percent bonus is added to the "Total Weighted Value".
5. Number of years a petition has been on file. For each year that a petition has been on file, a point is added into the ranking system. Each point per year is added into the "Total Weighted Value".

Each petitioned road is assigned a "Total Weighted Value" based on the above five factors. The roads with the highest "Total Weighted Value" are the roads that need to be paved first. Once the "C"-Fund Priority List is completed and approved then the roads are programmed based on the available funding.

Total Weighted Value = maintenance cost factor + average daily traffic + density per mile + school bus route + petition age

This list contains cost estimates for engineering services and construction.

The list is presented to Council for approval depending upon available funds.

Generally the roads are programmed for engineering services the first year and construction services the following year.

Once Council approves the roads, letters are sent out to each property owner along the roads that are programmed explaining that they have been programmed for paving.

These letters have statements regarding right of way and storm drainage easements for the property owners to sign and return (see attached).

If we get a 100 percent return that states the property owners will provide the storm drainage easements and/or right of way the project is forwarded to an engineering firm.

If we don't get a 100 percent return we send out a second certified letter and perform research to determine if right of way exist within the areas where a negative response was returned or where we got no response at all.

Based upon this research if right of way is provided the project is forwarded to an engineering firm.

Once the engineering firm receives a purchase order they begin the engineering process and provide a preliminary set of plans.

After a preliminary set of plans are received and reviewed the engineering firm makes the required changes and they begin the actual right of way acquisition.

During the right of way acquisition phase group meetings are set up in order to secure several right of way documents and storm drainage documents.

Some property owners change their minds after having signed and return the letters stating that they will provide the necessary right of way and/or storm drainage easements and do not sign at these meetings or do not show up at these meetings.

Individual meetings are set up with these property owners to explain in detail where the right of way and/or storm drainage easements are located.

Some property owners still do not sign the necessary documents after several meetings. Some projects are turned over to SCDOT after the letters are returned.

SCDOT performs engineering services, right of way acquisition, and provide complete construction.

SCDOT does not hold right of way meetings.

They set up individual meetings in order to secure right of ways.

They also encounter reluctant property owners and have difficulty securing the right of way documents.

The County will set up a joint meeting with SCDOT and the property owners to secure the right of way.

Some of the joint meetings are successful and right of way is secured and sometimes the meetings are not successful in securing the right of way.

Currently approximately \$2,167,000 is budgeted for paving of dirt roads

The current estimate for paving a one mile section of a dirt road is approximately \$650,000.00 per mile for construction only.

Engineering cost estimates are approximately 25 percent of construction costs depending on the length of the road.

This is based on the last engineering costs for the roads programmed from the 2003-2004 or for the above one mile portion of road the engineering costs would be approximately \$162,500 per mile.

2. Resurfacing:

Approximately \$800,000 per year is set up for resurfacing of existing paved roads:

3. SCDOT Match:

Approximately \$500,000 per year is set up for matching SCDOT funds for SCDOT projects.

4. School Road Projects:

Approximately \$75,000 per year is set up for school road projects to be divided among requesting school districts.

5. Economic Development Projects:

Approximately \$119,400 per year (or 3 percent of the total C-Fund appropriation) is set up for Economic Development Projects as approved by County Council.

6. Special Projects:

Approximately \$268,400 per year (or 5 percent of the total C-Fund appropriation is set up for Special Projects as approved by County Council. These funds are used as matching funds for various municipalities that apply for enhancement grants through SCDOT.

Municipalities have \$50,000 for road or drainage projects that is split up between a maximum of 5 municipalities as approved by County Council.

DATE

NAME
ADDRESS
ADDRESS

Reference: Paving of _____

Dear _____:

Enclosed please find the blank road paving petition form that you requested. A petition signed by all property owners along the road requesting that the road be paved and agreeing to provide the necessary right-of-way and drainage easements must be submitted to the Lexington County Department of Public Works before the road can be considered for paving.

A dirt road that does not intersect with a publicly maintained paved road will not be recommended for paving. A petition must be obtained on the road which connects the dirt road off of a dirt road to the paved road in order for the non-intersecting road to be considered. If you have any questions about this road configuration and/or requirement, please contact the Public Works Department.

The deadline for receipt of petitions is November 15th of each year. After this date the Public Works Department will begin to collect the necessary data for input into the ranking formula. The formula takes into account maintenance cost on the road, housing density, traffic volume, and if the road is used as a school bus route. Using the collected data, a total weighted value will be developed for each road. The roads with the highest weighted value will be considered for paving based on available funds.

Rough cost estimates to pave each road will be developed and a recommended paving program will be formulated and submitted to the County Transportation Committee (CTC) by the Public Works Department. Due to the length of time it may take the Department of Transportation to perform the necessary engineering and right-of-way acquisition, it may take several years to let a contract on the roads scheduled for paving. All roads with unexpired petitions not scheduled for paving will be re-evaluated during the next yearly cycle.

Presently there are almost 300 miles of petitioned roads and present funding will only allow for approximately 11 miles to be programmed per year.

Please give me a call at 785-8201 if you have any questions about the process or need additional assistance from the Department of Public Works.

Sincerely,

John J. Fechtel, Director
Department of Public Works
Lexington County

JJF/mm
Enclosures

(STATE OF SOUTH CAROLINA)
(COUNTY OF LEXINGTON)

PETITION

We, the undersigned residents and property owners, living on _____, in House District __, Council District _ of Lexington County, hereby request the Lexington County Department of Public Works to evaluate the referenced road for paving, which is approximately _____ mile(s) long. We hereby certify that _____ separate dwelling units have entrances off of this roadway and that school buses do/do not use this roadway.

We understand that the Department of Public Works will each year rank according to an approved formula. All roads with valid petitions for paving and only those roads within the County with the highest ranking will be recommended to the County Transportation Committee for paving. The recommended paving list will be based on anticipated funding levels.

We, the undersigned property owners, hereby also agree to give any needed right-of-way required for paving. We also understand that the County Transportation Committee has the final authority on which roads are recommended to the Department of Transportation for paving. Even if this road is recommended for paving it may be several years before the necessary engineering and right-of-way acquisition can be completed and the road paved.

COUNTY OF LEXINGTON

THE "C" FUND PROGRAM

February – 1997

WHAT IS THE "C" FUND PROGRAM?

The "C" Fund program is a statewide program for paving roads. The funds for the program are derived from a tax on each gallon of fuel, gas and diesel; currently the tax amounts to 2.66 cents per gallon. This tax is determined by the General Assembly and applied uniformly throughout South Carolina. Funds from this tax amount to approximately \$2,700,000.00 a year.

WHO DECIDES WHICH ROADS WILL BE PAVED?

In Lexington County, the County Transportation Committee (CTC) programs all "C" Fund projects. The County Public Works Department gives the CTC a priority list each year.

HOW CAN I GET MY ROAD CONSIDERED FOR PAVING?

Call the Lexington County Department of Public Works at 785-8201 and request a "C" Fund petition. The petition will be mailed to you for completion and prompt return to the Public Works Department, 440 Ballpark Road, Lexington, SC 29072.

WHY MUST A PETITION BE USED?

Every property owner on the road must agree that (1) he/she wants the road paved, and (2) that he/she will give any needed right-of-way. Unless every property owner agrees to paving and giving right-of-ways, the road will not be considered.

WHEN CAN PETITIONS BE SUBMITTED?

Petitions may be submitted at any time during the year. Petitions submitted after November 15th of each year will be considered the following year.

WHO CAN REQUEST THAT A ROAD BE PAVED?

Property owners, City/Town/County government and State Highway Department. The "C" Fund program exists to assist every jurisdiction in the paving of dirt roads.

WHAT ARE THE STEPS INVOLVED?

- 1.) Obtain the signatures of all property owners and return the petition to the Lexington County Public Works Department, 440 Ballpark Road, Lexington, SC 29072.
- 2.) The Engineering Division will examine the maintenance history of the road, count residences, conduct a traffic count and school bus routing information to develop a weighted factor for the road.
- 3.) Roads will be prioritized by weighted factor and then submitted annually to the CTC for their decision.

ARE THE RESTRICTIONS ON THE TYPES OF ROADS THAT CAN BE CONSIDERED FOR THE “C” FUNDS?

Yes, there are some conditions. The road must be a public road, publicly maintained by the County, City or State and it must connect to an existing publicly maintained paved road. Finally, the road should not possess any unusual features that could cause construction to be abnormal.

ONCE A ROAD IS SCHEDULED TO BE PAVED, HOW LONG DOES IT TAKE BEFORE IT IS PAVED?

Before a contract to pave can be awarded, engineering design work must be done, right-of-ways signed by every property owner and the formal bids taken on the project. Generally this process takes two years to complete. Remember that weather conditions play a big part in project completion.

WHY DOES IT TAKE SO LONG TO GET A ROAD PAVED; WHY ISN'T MY ROAD ON THE LIST?

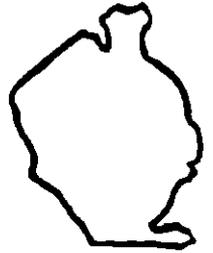
Although \$2,700,700.00 is a substantial amount of money, it costs approximately \$400,000.00 to pave one mile of roadway. In Lexington County, there are approximately 800 miles of dirt roads and there is no question that everyone wants to live on a paved road. Even though the “C” Fund program was established for the paving of roads, such funds have also been used for resurfacing paved roads, sidewalks and traffic lights, which are important, but limits even further the actual amount available for paving roads.

WHO SHOULD I CALL ABOUT THE “C” FUND PROGRAM TO GET ANSWERS TO MY QUESTIONS?

Contact the Lexington County Department of Public Works at 785-8201.



COUNTY OF LEXINGTON
PUBLIC WORKS DEPARTMENT
ENGINEERING



MEMORANDUM

DATE: September 18, 2006

TO: Katherine Doucett
County Administrator

FROM: John Fechtel, Public Works Director
Assistant County Administrator

RE: Town of Chapin – "C" Fund Request

The Town of Chapin recently took bids for their sidewalk project on Lexington Avenue. The project started about three (3) years ago and the estimate at that time was \$181,250.00, which would allow approximately one (1) mile of sidewalk to be constructed from Chapin Road to Murray Lindler Road. The Town of Chapin applied for a SCDOT Enhancement Grant, which was approved. The SCDOT grant (through Central Midlands Council of Governments) will provide 80% (\$145,000.00) with a local match of 20% (\$36,250) that would be provided by the Lexington County "C" Fund Special Projects budget.

Due to increasing construction costs, the town reduced the project to 2,150 linear feet and it was placed for bid. The bids came back, along with the other necessary relocation items cost, bringing the total project for the reduced length to \$316,238.69, (\$134,988.69 over budget). The Town of Chapin evaluated reducing the length to 1,100 linear feet to stay within budget but felt like this distance would not be beneficial by itself.

The attached letter describes all of these issues. The Town of Chapin is requesting \$70,000.00 in additional "C" Funds in addition to the original \$36,250.00 for a total of \$106,250.00. Public Works recommends County Council approve this request primarily because the Town of Chapin will be funding half (\$70,000.00) of the overage from their funds. Funds are available in our "C" Funds Special Projects budget.

This request needs to be approved at the September 26th meeting for the bids to remain valid.

Attachment (s)

/lh



103 Columbia Avenue - P.O. Box 183 - Chapin, SC 29036

July 26, 2006

Mr. M. Todd Cullum Chairman
Lexington County Council
955 Bruce Road
Cayce, SC 29033

Dear Todd:

We need help! As you know, we have been working for some time to begin a sidewalk project along Lexington Avenue in Chapin. This has become a very busy street, connecting the town to a number of churches, new subdivisions, Chapin Middle and Elementary Schools and Crooked Creek Park.

Our plan was to build a sidewalk along one side of Lexington Avenue to serve this area. We thought it could be done in two phases, with the town's involvement in the part which lies within the town limits, and the county taking up from the town limits to the Middle School.

We have very much under-estimated the cost of building sidewalks. We applied for a transportation enhancement grant, and the maximum we could get for any of these grants through Central Midlands is \$145,000. The county offered to provide \$36,250 from c-funds for the local match.

With that total of \$181,250 we hoped to build 4,880 linear feet of sidewalk. It quickly became evident we were missing the mark by a long shot. And we scaled the project back to 2,150 linear feet, which would take the sidewalk from US 76 (Chapin Road) through the Chapin Methodist Church property. That's about half of what we originally envisioned, but it would be a good start, and hopefully we could come up with funding for the remaining portion during the next grant cycle.

However, even with that cutback, our funding fell far short. Engineering and Surveying (Power Engineering) comes to \$24,180; Utility Relocations costs include \$23,651.69 for Bellsouth; \$12,702 for Time Warner Cable, \$18,296 for SCE&G, and \$1,600 for City of Columbia water lines. The construction cost, with the lowest of five bidders being FD Riley and Sons, comes to \$235,809. You can add it up. The total cost is \$316,238.69, and that is \$134,988.69 more than the funds we have allotted to the project. We may as well round that to \$140,000 for any overages.

-- More --

Page 2

Clay Cannon, who is heading up the engineering work, advises that with the money we have committed to date, we could build only about 1,100 linear foot of sidewalk – and that, quite frankly, would almost make the project not worth doing.

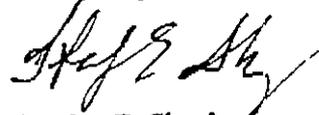
The Town Council has discussed this predicament, and authorized me to request additional assistance from Lexington County. This is the first project of this nature that we have had in Chapin in partnership with the county. Would the county be willing to help us by funding half of the anticipated shortfall, \$70,000? The Town would chip in the rest.

This is a project which has some very real benefits in terms of pedestrian safety, and one which has been sorely needed for a long time.

We have about 90 days from the date of the offer to accept or reject the construction bid. Please bring this matter before the County Council, and let us know as soon as possible what you can do to help move this project forward.

Many thanks.

Yours truly



Stanley E. Shealy
Mayor

CC: Johnny Jeffcoat
John Fectel

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

This page has intentionally been left blank.

This page has intentionally been left blank.

ORDINANCE NO. 06-14

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 two (2) tracts of real estate ("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 SCANA Services Inc. or its Successors and Assigns 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: _____

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 two (2) tracts of real estate, said real estate comprising a project which is subject to a fee-in-lieu agreement between Lexington County and SCANA Services, Inc. dated _____, 2006. Said tracts are described on Exhibit A attached hereto, the description of which may be clarified by agreement of the parties.

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

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

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

WITNESS our hands and seals this _____ day of _____, 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
LAND DESCRIPTION

TMS: 006897-01-042
TMS: 006900-01-006

WHEREAS, the City recognizes that expansion of the Park to include certain property of the Company within the City may have some economic benefit to the County and the Midlands area but wishes to avoid divesting itself of substantial ad valorem tax revenues without certain safeguards as set out herein; and

WHEREAS, the City is willing to consent to the inclusion in the Park of certain property of the Company within the City but only on the condition that the City continue to receive from the County fees and revenues from the Company in the same percentage as is equal to the City's percentage of the fixed millage rate as determined in the FILOT Agreement (and any subsequent amendments thereto) and that the burden of any special source revenue credits granted to the Company shall also be borne by the City in the same percentage as is equal to the City's percentage of said millage rate; and

WHEREAS, the County, in consideration of the City's consent on such condition, is willing to enter into this binding agreement as to the distribution of fees in the manner desired by the City.

NOW, THEREFORE, for and in consideration of the premises hereinabove set forth and the mutual agreements hereinafter set forth and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the County and the City agree as follows:

Section 1. The County, prior to this execution of the Agreement, will amend any applicable Ordinances of the County and its agreement with Calhoun County, so as to allow the County to enter into this Agreement binding the County to the distribution of the FILOT as provided herein.

Section 2. The City, upon the County's execution of this Agreement after the County has complied with Section 1, will enact an Ordinance consenting to the inclusion of that certain property of the Company into the Park.

Section 3. Effective upon the execution of this Agreement and continuing thereafter for the term of this Agreement, the County shall distribute to the City, from the total fees and revenues (net of any special source revenue credits) paid to the County Treasurer by the Company under the FILOT Agreement (including any amendments thereto), that share of such total fees and revenues which bears the same proportion to such total fees and revenues as the City's millage rate levy bears to the total of the millage rate levy of all taxing entities used in the calculation of the fees and revenues. It is the intent of the County and the City that the City shall be entitled to receive the proportional amount of such fees and revenues equal to the proportional amount the City would have received in ad valorem taxes on the property subject to the FILOT Agreement (including any amendments thereto) under the millage rate levy utilized in the calculation of the fees and revenues. It is also the intent of the parties that the cost of any special source revenue credit granted to the Company by the County pursuant to S.C. Code Ann. §§ 12-44-70, 4-12-30, and /or 4-29-67, shall be borne by the City in the same percentage as is equal to City's percentage of the fixed millage rate as determined in the FILOT Agreement and any subsequent amendments thereto.

Section 4. The millage rate levy to be utilized in the calculation of the distribution to the City shall be fixed or adjusted in the same manner as the millage rate levy for the County is fixed or adjusted under the FILOT Agreement (including any amendments thereto).

Section 5. The calculation of the distribution to the City shall be based on the total fees and revenues (less any special source revenue credit) paid to the County Treasurer by the Company under the FILOT Agreement (or any subsequent amendments thereto), subject only to deduction of the 1% of the total fee paid by the County to Calhoun County.

Section 6. The City shall have the right, upon request, to examine, inspect and copy all records and documents of the County (including those of the County Treasurer) related to the calculation of any fees and revenues to be paid to the County by the Company, the receipt of fees and revenues received by the County or the County Treasurer from the Company, the calculation of distributions to the City or any other entities, and the distributions to the City or any other entities.

Section 7. The term of this Agreement shall be concurrent with the term of the FILOT Agreement, including amendments, between the County and the Company (or its successors).

Section 8. This Agreement shall not be amended or modified except by a written document signed by the governing bodies of both the County and the City or by their duly authorized officials.

Section 9. The County and the City each represent that execution of this Agreement by its duly authorized official has been duly approved by Ordinance or Resolution of its governing body.

IN WITNESS WHEREOF, the County and the City have caused this Agreement to be executed by their duly authorized official on the day and year written below.

WITNESSES (as to the City):

(Witness)

(Witness)

CITY OF CAYCE (Seal)

By:

(Signature)

Its: _____

Date:

WITNESSES (as to the County):

COUNTY OF LEXINGTON (Seal)

(Witness)

(Witness)

By:

(Signature)

Its: _____

Date:

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

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

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

RESOLUTION

THE COUNCIL FOR THE COUNTY OF LEXINGTON, SOUTH CAROLINA, MEETING IN GENERAL SESSION THE 26TH DAY OF SEPTEMBER, TWO THOUSAND AND SIX, ADOPTED THE FOLLOWING:

WHEREAS, the Irmo Chapin Recreation Commission was honored as the recipient of the **Class III 2006 SCRPA Outstanding Agency of the Year Award** given by the South Carolina Recreation and Parks Association; and

WHEREAS, the criteria for the **Outstanding Agency of the Year Award** is to honor outstanding agencies for their exceptional contributions to the provision of quality recreation services while **creating community through people, parks, and programs**; and

WHEREAS, the Irmo Chapin Recreation Commission has been recognized as **SCRPA Outstanding Agency of the Year** eleven times since the creation of this Recreation District in 1969; and

WHEREAS, members of the Commission have given generously of their time and talent in service to their community in the accomplishment of this success; and

WHEREAS, Dan Wells, Executive Director of the Commission has worked tirelessly to provide the highest quality management practice and leadership in the achievement of this honor; and

WHEREAS, Commission and staff have committed themselves to improving the lives of children, senior citizens, and the community at-large by enthusiastically working long hours so that others may learn, grow, and play in healthy environments.

NOW, THEREFORE, BE IT RESOLVED that it is only fitting that we, Lexington County Council, offer congratulations to the Irmo Chapin Recreation Commission and staff for receiving the **Class III 2006 SCRPA Outstanding Agency of the Year Award**.

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.

ATTEST:

Diana W. Burnett, Clerk

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

September 26, 2006

JIM KINARD

Board of Zoning Appeals - Albert H. Summers - Term expires 12/31/06 - Eligible for reappointment

BILLY DERRICK

Museum Commission - Louise J. Riley - Term expires 11/01/06 - Not eligible for reappointment

SMOKEY DAVIS

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

Museum Commission - Kelley Mintz - Term expires 11/01/06 - Eligible for reappointment

DEBBIE SUMMERS

Accommodations Tax Advisory Board - Patricia Rawl - Term Expires 12/31/06 - Not eligible for reappointment

BOBBY KEISLER

Board of Zoning Appeals - Dorothy J. Young - Term expires 12/31/06 - Eligible for reappointment

JOHNNY JEFFCOAT

Assessment Appeals Board - Vacant - Term expires 09/21/07

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

JOHN CARRIGG

Accommodations Tax Advisory Board:

- Kathy Rabune - Term expires 12/31/06 - Eligible for reappointment
- William R. Dukes - Term expires 12/31/06 - Eligible for reappointment
- William Teague - Term expires 12/31/06 - Eligible for reappointment

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

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

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

JOE OWENS

Accommodations Tax Advisory Board:

- Robert E. Schaeffer - Term expires 12/31/06 - Eligible for reappointment

TODD CULLUM

Accommodations Tax Advisory Board - David S. Murray, Jr. - Term expires 12/31/06 - Eligible for reappointment

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

LEXINGTON/RICHLAND ALCOHOL & DRUG ABUSE COUNCIL

Buddy Wilson - Term expires 12/13/06 - Eligible for reappointment

Anida P. Mims - Term expires 12/13/06 - Not eligible for reappointment

COUNTY OF LEXINGTON

Procurement Services

MEMORANDUM

(O) 785-8319

(F) 785-2240

DATE: September 11, 2006

TO: Katherine Doucett
County Administrator

THROUGH: Sheila R. Fulmer, CPPB
Procurement Manager



FROM: Donna J. Potts, CPPB
Procurement Officer



**SUBJECT: Mobile Filing System – Tab Products/Tennsco – NO SUBSTITUTION –
Clerk of Court
Q07003-09/07/06P**

Invitations for Bids were advertised and solicited from qualified bidders for one (1) Mobile Filing System – Tab Products/Tennsco – NO SUBSTITUTION for the Clerk of Court. The Mobile Filing System located in the Clerks records room has no available space for files that must be stored on site. This additional mobile filing system will provide the needed file space for the Clerk of Courts records room. We received three (3) bids and two (2) no bids (see attached bid tabulation).

It is our recommendation to award this bid to Tab Media Management as the lowest responsible bidder for a total amount of \$9,325.00, including installation and applicable sales tax.

Funds are appropriated in account:

2410-141100-5A7263 – Clerk of Court-Title IV-D Child Support - (1) Rolling File - \$9,325.00

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 September 26, 2006.

copy: Larry Porth, Director of Finance / Assistant County Administrator
Beth Carrigg, Clerk of Court

County of Lexington

Bid Tabulation

Bid: Q07003-09/07/06P

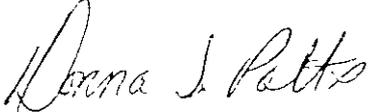
MOBILE FILING SYSTEM - TAB PRODUCTS/TENNSCO - NO SUBSTITUTION

Quantity	Description	Tab Media Management		Tab Prod. Of the Upstate		Systems Sales Co	
		Unit Price	Total	Unit Price	Total	Unit Price	Total
1	Mobile Filing System	\$9,325.00	\$9,325.00	\$10,516.50	\$10,516.50	\$9,938.57	\$9,938.57

This is a lump sum bid taxes are included in line item pricing.

A no bid response was received from Bank & Business Systems, Inc , and Patterson Pope stating that they are unable to meet specifications.

Bids Opened September 7, 2006



Donna J. Potts, CPPB
Procurement Officer

COUNTY OF LEXINGTON

Procurement Services

MEMORANDUM

(O) 785-8166

(F) 785-2240

DATE: September 15, 2006

TO: Katherine Doucett
County Administrator

FROM: Sheila R. Fulmer, CPPB
Procurement Manager



SUBJECT: Request for Approval to Utilize Request for Qualifications Process for Minor Home Repair Program Consultant and Contractor Services – Community Development

We are requesting the approval to utilize the Request for Qualifications (RFQ) process in order to select the services of a qualified consultant and qualified contractors for the newly approved Minor Home Repair Program developed by the Community Development Department. This program will provide assistance with minor household repairs to low and moderate-income residents meeting program guidelines. The Community Development Block Grant (CDBG), administered by the United States Department of Housing and Urban Development (HUD), will fund this program. The County will issue two separate contracts. The first will be for a consultant. The consultant shall, in accordance with program procedures, conduct home inspections to determine eligibility and estimated repair cost. The second contract will be established for approved contractors that will actually perform the required home repairs.

Due to the scope of this project, we feel that it would not be practical or to our advantage to write a comprehensive set of specifications that may limit our resources or restrict competition. In selecting consultants/contractors, it will also be advantageous to consider other award criteria in addition to cost. Request for Qualifications shall be reviewed and evaluated by a review panel based upon specific evaluation factors and qualifications.

It is our recommendation that we utilize the competitive sealed request for qualifications procedure established in the County ordinance. In accordance with this ordinance, approval for use of this procedure must be obtained from County Council. We further recommend that this request be presented to County Council at their next scheduled meeting set for September 26, 2006.

Thank you.

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

COUNTY OF LEXINGTON

Procurement Services

MEMORANDUM

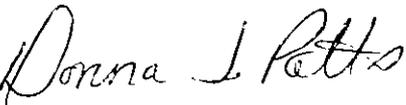
(O) 785-8319

(F) 785-2240

DATE: September 11, 2006

TO: Katherine Doucett
County Administrator

THROUGH: Sheila R. Fulmer, CPPB
Procurement Manager 

FROM: Donna J. Potts, CPPB
Procurement Officer 

SUBJECT: Five (5) Function Seven Laptop Computers and Accessories – Various Departments

We have received purchase requests from various departments for the purchase of five (5) Hewlett Packard laptops and accessories. The Hewlett Packard laptops will be purchased from Applied Data Technologies through South Carolina State Contract #05-S6656-A11230. The accessories will be purchased directly from the manufacturer (Hewlett Packard) through the South Carolina State Contract #05-S6656-A11230.

This equipment will provide newer technology and improve productivity. Jim Schafer, Director of Information Services, has reviewed and recommended the requested equipment for replacement.

The cost of the Hewlett Packard laptops is \$9,004.70 including applicable sales tax and the cost of the accessories is \$1,680.10 including applicable sales tax, for a grand total of \$10,684.80.

Funds are appropriated in the following accounts:

#1000-141200-5A7143 – Solicitor, (1) Laptop and Accessories	\$2,136.96
#1000-141200-5A7147 – Solicitor, (1) Laptop and Accessories	\$2,136.96
#2000-181101-5A7275 – Economic Development, (1) Laptop and Accessories	\$2,136.96
#2501-141200-5A7194 – Solicitor – Juvenile Arbitration, (1) Laptop and Accessories	\$2,136.96
#6790-101500-5A7343 – Risk Management, (1) Laptop and Accessories	\$2,136.96

I concur with the above recommendation and further recommend that these purchases be placed on County Council's agenda for their next scheduled meeting on September 26, 2006.

copy: Larry Porth, Director of Finance/Assistant County Administrator
Jim Schafer, Director of Information Services
Donald V. Myers, Solicitor
Lori Adler, Director Human Resources
Al Burns, Economic Development Director

COUNTY OF LEXINGTON

Procurement Services

MEMORANDUM

DATE: September 11, 2006

TO: Katherine Doucett
County Administrator

FROM: Sheila R. Fulmer, CPPB
Procurement Manager



SUBJECT: Construction of South Congaree Branch Library
BID NO. B07005-08/16/06

Competitive bids were solicited and advertised for the construction of a 3,923 square foot brick veneer structure located on Sunset Drive in the Town of South Congaree. The base bid for this project included site improvements, tap fees, landscaping, and exterior lighting. The bid required, as an alternate, additional pricing for asphalt paving and concrete walks. Also included, as an option, was a deduct if awarded a combination of Swansea Library and South Congaree Library (which were bid at the same time). A mandatory pre-bid was held on August 02, 2006 in which eight (8) general contractors attended. We received four (4) bids (see attached bid tabulation).

Danny Shelley, AIA, James, Durant, Matthews & Shelley, Inc.; Dan MacNeill, Director of Library Services; and Sheila Fulmer, Procurement Manager evaluated the bids. The Lexington County Library Board, at its regular meeting on August 28, 2006, reviewed the bids and voted unanimously to accept the low bid. It is our recommendation to award this project to Edgefield Construction, Inc. Award is recommended for the base bid in the amount of \$547,600.00; add alternate number one (1) in the amount of \$32,000.00; and deduct for the combination award in the amount of \$4,500.00 for a total of \$575,100.00.

Funds are appropriated in the following account:

2321-230099-5A6380	South Congaree Branch Construction	\$575,100.00
--------------------	------------------------------------	--------------

I concur with the recommendation and further request that this bid be placed on Council's agenda for their next scheduled meeting on September 26, 2006.

Attachment

copy: Larry Porth, Director of Finance/Assistant County Administrator
Dan MacNeill, Director of Library Services

BID TABULATION

SOUTH CONGAREE LIBRARY
SOUTH CONGAREE, SOUTH CAROLINA

COMMISSION NO 05-407

BID DATE August 16, 2006 at 3 00 pm

GENERAL CONTRACTORS	Edgefield Construction Edgefield, SC	First Class Construction, LLC W Columbia, SC	Moose Construction Co, Inc Newberry, SC
Contractor's Lic #	16185	NO SHOW No "No Bid" Response Form submitted	GC 11720
Bid Number	B07005-8/16/06		B07005-8/16/06
Bid Bond	X		X
Certificate of Familiarity	X		X
Addendum #1	X		X
Addendum #2	X		X
BASE BID	\$547,600		\$554,700
ALTERNATE PRICE NO.1: (The amount to be added to the Base Bid for asphalt paving and concrete walks and site improvements and amenities as described in Section 01230)	+ \$32,000		+ \$73,480
ALTERNATE PRICE NO.2: (The amount to be added to the Base Bid for construction of 1-hr fire rating of the attic storage space as described in Section 01230)	+ \$5,000		+ \$9,186
Combination Bid (Contractor's Option (The amount to be deducted from the Base Bid of this project is contractor is awarded the construction contracts for both this project and the Swansea Library project)	- \$4,500		(left blank)

SUBCONTRACTORS

Plumbing	Pound Plumbing Inc.		Southern Atlantic Mechanical Co
License	M105843		M107551
Mechanical	Airclaws Hting/Cooling		Air Claws Heating & Cooling LLP
License	M103441		M103441
Electrical	Mikes Electric		Mike's Electric
License	M109098		M109098
Millwork	Atlantic Coast		Atlantic Coast

Prior to the Bid Date, Gamble & Stuckey, Inc., notified the Owner and the Office of the Architect of their intention to not bid on this project and submitted the "No Bid" Response Form.

BID TABULATION

SOUTH CONGAREE LIBRARY
SOUTH CONGAREE, SOUTH CAROLINA

COMMISSION NO 05-407

BID DATE August 16, 2006 at 3:00 pm

GENERAL CONTRACTORS	Query Pritchard Construction Co Barnwell, SC	TDA Construction, LLC Lexington, SC	
Contractor's Lic. #	G99688	111342	
Bid Number	B07005-8/16/06	B07005-08/16/06	
Bid Bond	X	X	
Certificate of Familiarity	X	X	
Addendum #1	X	X	
Addendum #2	X	X	
BASE BID	\$603,361	\$667,000	
ALTERNATE PRICE NO.1: (The amount to be added to the Base Bid for asphalt paving and concrete walks and site improvements and amenities as described in Section 01230)	+ \$11,250	+ \$86,250	
ALTERNATE PRICE NO.2: (The amount to be added to the Base Bid for construction of 1-hr fire rating of the attic storage space as described in Section 01230)	+ 28,018	+ \$7,500	
Combination Bid (Contractor's Option (The amount to be deducted from the Base Bid of this project is contractor is awarded the construction contracts for both this project and the Swansea Library project)	- \$10,000	- \$5,000	

SUBCONTRACTORS

Plumbing	Southern Atlantic M107551	Pound Plumbing M-105843	
Mechanical	Airclaws Heating & Cooling M103441	Air Claws H&C M-103441	
Electrical	Mikes Electric M109098	Mike Electric M0109098	
Millwork	Apex Casework	Atlantic Coast	

JAMES, DuRANT, MATTHEWS & SHELLEY, INC.

ARCHITECTURE – PLANNING – INTERIOR DESIGN

W. Daniel Shelley, RA-AIA, NCARB, ASID J. Eugene Matthews, RA-AIA, NCARB

September 11, 2006

Ms. Sheila Fulmer, CPPB
Procurement Manager
County of Lexington
212 South Lake Drive
Lexington, SC 29072

REF. Lexington County Library System
Swansea Branch Library - B07004-08/16/06
South Congaree Branch Library - B07005-08/16/06

Dear Ms. Fulmer.

I have reviewed bids received on August 16, 2006, for the above referenced projects. It is my recommendation in concurrence with that of the Lexington County Library Board that Lexington County should award construction contracts for both the Swansea Branch Library and the South Congaree Branch Library to Edgefield Construction, Inc., of Edgefield, SC, the low bidder for both these projects

The Contract for the Swansea Branch Library should be for a Base Bid of \$550,600 plus the Alternate Price No.1 of \$28,000 less the Combination Bid Deduct of \$4,500 for a total amount of \$574,100

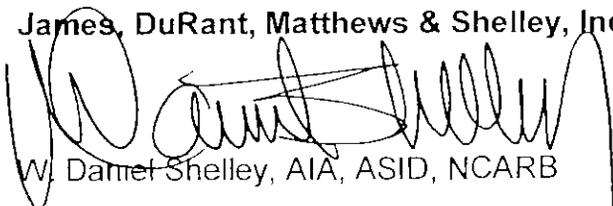
The Contract for the South Congaree Branch Library should be for a Base Bid \$547,600 plus the Alternate Price No.1 of \$32,000 less the Combination Bid Deduct of \$4,500 for a total of \$575,100.

Edgefield Construction, Inc., has confirmed its bid prices and affirmed that all construction will be in accordance with all requirements of the contract documents.

If you have any questions, please give me a call

Sincerely,

James, DuRant, Matthews & Shelley, Inc.



W. Daniel Shelley, AIA, ASID, NCARB

WDS/ds
cc Dan MacNeill, Lexington County Library System

COUNTY OF LEXINGTON

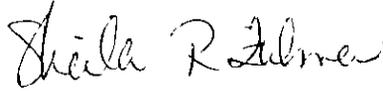
Procurement Services

MEMORANDUM

DATE: September 11, 2006

TO: Katherine Doucett
County Administrator

FROM: Sheila R. Fulmer, CPPB
Procurement Manager



SUBJECT: Construction of Swansea Branch Library
BID NO. B07004-08/16/06

Competitive bids were solicited and advertised for the construction of a 3,923 square foot brick veneer structure located on the corner of East First Street and North Lawrence Avenue in the Town of Swansea. The base bid for this project included site improvements, tap fees, landscaping, and exterior lighting. The bid required, as an alternate, additional pricing for asphalt paving and concrete walks. Also included, as an option, was a deduct if awarded a combination of Swansea Library and South Congaree Library (which were bid at the same time). A mandatory pre-bid was held on August 02, 2006 in which seven (7) general contractors attended. We received four (4) bids (see attached bid tabulation).

Danny Shelley, AIA, James, Durant, Matthews & Shelley, Inc.; Dan MacNeill, Director of Library Services; and Sheila Fulmer, Procurement Manager evaluated the bids. The Lexington County Library Board, at its regular meeting on August 28, 2006, reviewed the bids and voted unanimously to accept the low bid. It is our recommendation to award this project to Edgefield Construction, Inc. Award is recommended for the base bid in the amount of \$550,600.00; add alternate number one (1) in the amount of \$28,000.00; and deduct for the combination award in the amount of \$4,500.00 for a total of \$574,100.00.

Funds are appropriated in the following account:

2321-230099-5A6351	Swansea Branch Construction	\$574,100.00
--------------------	-----------------------------	--------------

I concur with the recommendation and further request that this bid be placed on Council's agenda for their next scheduled meeting on September 26, 2006.

Attachment

copy: Larry Porth, Director of Finance/Assistant County Administrator
Dan MacNeill, Director of Library Services

BID TABULATION

SWANSEA LIBRARY
SWANSEA, SOUTH CAROLINA

COMMISSION NO. 05-406

BID DATE August 16, 2006 at 3 00 pm

GENERAL CONTRACTORS	Edgefield Construction Edgefield, SC	Excel Construction Co Columbia, SC	First Class Construction, LLC W Columbia, SC
Contractor's Lic. #	16185	NO SHOW No "No Bid" Response Form submitted	NO SHOW No "No Bid" Response Form submitted
Bid Number	B07004-08/16/06		
Bid Bond	X		
Certificate of Familiarity	X		
Addendum #1	X		
Addendum #2	X		
BASE BID	\$550,600		
ALTERNATE PRICE NO.1: (The amount to be added to the Base Bid for asphalt paving and concrete walks and site improvements and amenities as described in Section 01230)	+ \$28,000		
ALTERNATE PRICE NO.2: (The amount to be added to the Base Bid for construction of 1-hr fire rating of the attic storage space as described in Section 01230)	+ \$5,000		
Combination Bid (Contractor's Option) (The amount to be deducted from the Base Bid of this project is contractor is awarded the construction contracts for both this project and the South Congaree Library project)	- \$4,500		

SUBCONTRACTORS

Plumbing	Pound Plumbing Inc. M105843		
License			
Mechanical	Airclaws Heating/Cooling M103441		
License			
Electrical	Mike Electric M109098		
License			
Millwork	Atlantic Coast		

BID TABULATION

SWANSEA LIBRARY
SWANSEA, SOUTH CAROLINA

COMMISSION NO 05-406

BID DATE: August 16, 2006 at 3.00 pm

GENERAL CONTRACTORS	Lyn-Rich Contracting Co , Inc W. Columbia, SC	Query Pritchard Construction Co. Barnwell, SC	TDA Construction, LLC Lexington, SC
Contractor's Lic #	G12471	G99688	111342
Bid Number	B07004-08/16/06	B07004-8/16/06	B07004-08/16/06
Bid Bond	X	X	X
Certificate of Familiarity	X	X	X
Addendum #1	X	X	X
Addendum #2	X	X	X
BASE BID	\$565,600	\$590,211	\$692,000
ALTERNATE PRICE NO.1: (The amount to be added to the Base Bid for asphalt paving and concrete walks and site improvements and amenities as described in Section 01230)	+ \$166,800	+ \$19,803	+ \$96,000
ALTERNATE PRICE NO.2: (The amount to be added to the Base Bid for construction of 1-hr fire rating of the attic storage space as described in Section 01230)	+ \$6,400	+ \$10,950	+ \$7,500
Combination Bid (Contractor's Option) (The amount to be deducted from the Base Bid of this project is contractor is awarded the construction contracts for both this project and the South Congaree Library project)	N/A	- \$5,000	- \$5,000

SUBCONTRACTORS

Plumbing	Billy Sturkie Plumbing, Inc. M-101905	Southern Atlantic M107551	Pound Plumbing M-105843
Mechanical	Air Claws Heating & Air M-103441	Airclaws Heating & Cooling M103441	Air Claws H&C M-103441
Electrical	Corley & Associates M-2782	Mallard Electric M3392	Mike Electric M-109098
Millwork	Atlantic Coast Cabinets	Apex Casework	Atlantic Coast

JAMES, DuRANT, MATTHEWS & SHELLEY, INC.

ARCHITECTURE – PLANNING – INTERIOR DESIGN

W. Daniel Shelley, RA-AIA, NCARB, ASID J. Eugene Matthews, RA-AIA, NCARB

September 11, 2006

Ms. Sheila Fulmer, CPPB
Procurement Manager
County of Lexington
212 South Lake Drive
Lexington, SC 29072

REF. Lexington County Library System
Swansea Branch Library - B07004-08/16/06
South Congaree Branch Library - B07005-08/16/06

Dear Ms Fulmer,

I have reviewed bids received on August 16, 2006, for the above referenced projects. It is my recommendation in concurrence with that of the Lexington County Library Board that Lexington County should award construction contracts for both the Swansea Branch Library and the South Congaree Branch Library to Edgefield Construction, Inc., of Edgefield, SC, the low bidder for both these projects.

The Contract for the Swansea Branch Library should be for a Base Bid of \$550,600 plus the Alternate Price No.1 of \$28,000 less the Combination Bid Deduct of \$4,500 for a total amount of \$574,100.

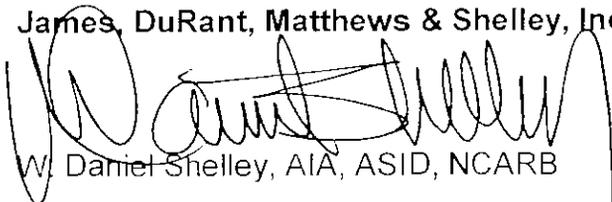
The Contract for the South Congaree Branch Library should be for a Base Bid \$547,600 plus the Alternate Price No.1 of \$32,000 less the Combination Bid Deduct of \$4,500 for a total of \$575,100.

Edgefield Construction, Inc., has confirmed its bid prices and affirmed that all construction will be in accordance with all requirements of the contract documents.

If you have any questions, please give me a call.

Sincerely,

James, DuRant, Matthews & Shelley, Inc.



W. Daniel Shelley, AIA, ASID, NCARB

WDS/ds

cc: Dan MacNeill, Lexington County Library System

COUNTY OF LEXINGTON

Procurement Services

MEMORANDUM
(O) 785-8319
(F) 785-2240

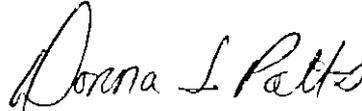
DATE: September 8, 2006

TO: Katherine Doucett
County Administrator

THROUGH: Sheila R. Fulmer, CPPB
Procurement Manager



FROM: Donna J. Potts, CPPB
Procurement Officer



SUBJECT: Dell Computers, Monitors and Laptop - Library Services

We have received a purchase request for thirty-one (31) Dell computers, twenty-nine (29) Dell monitors and one (1) Dell laptop for Library Services. These computers, monitors and laptop are being purchased with State Aid Funds. This purchase will provide new equipment for the Libraries that will be constructed in fiscal year 2007 as well as replacement of existing machines. The equipment will be purchased directly from the manufacturer (Dell Computers) through the South Carolina State Contract #05-S6656-A11104.

Jim Schafer, Director of Information Services, has reviewed and recommended the purchase of these computers.

The cost of the computers is \$27,595.36 including applicable sales tax.

Funds are appropriated in the following accounts:

2330-230099-5A7183 - Library State Funds - (31) Personal Computers	\$26,141.71
2330-230099-5A7372 - Library State Funds - (1) Laptop Computer	\$ 1,453.65

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 September 26, 2006.

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

COUNTY OF LEXINGTON

Procurement Services

MEMORANDUM

(O) 785-8385

(F) 785-2240

DATE: September 13, 2006

TO: Katherine L. Doucett
County Administrator

THROUGH: Sheila R. Fulmer, CPPB
Procurement Manager



FROM: Janice A. Bell, CPPB
Procurement Officer



**SUBJECT: Motorola XTS 5000 and XTS 2500 800 MHz Radio Batteries
Public Safety/Emergency Management**

We received a requisition for the purchase of eighty-four (84) Motorola XTS 5000 and seventeen (17) XTS 2500 800 MHz Radio Batteries for Public Safety/Emergency Management. These batteries will be purchased directly from the manufacturer (Motorola) through the South Carolina State Contract #OIR2002.07 for Lexington County COBRA team. Funds are provided through the Homeland Security Grant Program; therefore, no matching funds are required by Lexington County. The grant procedures have been approved by the South Carolina Law Enforcement Division. The total cost of this purchase is \$6,117.26 including applicable taxes.

Funds are appropriated in the following accounts:

2476-131101-5A7391 State Homeland Security
(84) XTS 5000 800 MHz Radio Batteries \$5,342.40

2476-131500-5A7392 State Homeland Security
(17) XTS 2500 800 MHz Radio Batteries \$ 774.86

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 September 26, 2006.

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

COUNTY OF LEXINGTON

Procurement Services

MEMORANDUM

(O) 785-8319
(F) 785-2240

DATE: September 15, 2006

TO: Katherine Doucett
County Administrator

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

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

SUBJECT: Computer Equipment-ROD System Development Project – Register of Deeds

We have received a requisition for the purchase of Computer Equipment for the Register of Deeds (ROD) System Development Project. The Register of Deeds has had a computerized Records Management and Document Imaging system in place with Team IA since November of 1999. This contract will expire November 30, 2006. The Register of Deeds and Information Services has entered into a collaborative effort with Richland County to further develop and enhance the Records Management and Document Imaging software program already written and in production in Richland County. It is now necessary to purchase certain hardware to complete this project and ensure that the Register of Deeds office is fully prepared to continue operation on December 1, 2006. Team IA has offered to sell the County various computer equipment that has been in use by the ROD office and can be utilized and integrated with our new program.

This purchase includes two (2) scanners, six (6) printers, five (5) DAC card readers, one (1) DAC card management system and various other components of used hardware for a total cost of \$15,507.80 including applicable sales tax. This purchase will complete the components needed for the ROD System Development project that County Council approved June 20, 2006. Jim Schafer, Director of Information Services, has reviewed and recommended the purchase of this equipment.

Funds are appropriated in the following accounts:

1000-102000-5A7299 – (5) Refurbished DAC Card Readers	\$ 530.00
1000-102000-5A7300 – (1) Used DAC Card Management System	\$ 1,590.00
1000-102000-5A7301 – (2) Used Laser Printers	\$ 6,360.00
1000-102000-5A7302 – (4) Used Slip Printers/Validators	\$ 1,590.00
1000-102000-5A7310 – (1) Scanner with ADF Duplex	\$ 2,120.00
1000-102000-5A7311 – (1) Scanner with ADF Duplex and Flatbed	\$ 2,650.00
1000-102000-5A7394 – (2) Adaptec SCSI Adapters	\$ 318.00
1000-102000-5A7395 – (2) SCSI Cables	\$ 84.80
1000-102000-5A7396 – (1) NW Rack and Punch Down Panel	\$ 265.00
Total	\$15,507.80

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 September 26, 2006.

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

COUNTY OF LEXINGTON

Procurement Services

MEMORANDUM

(O) 785-8385

(F) 785-2240

DATE: September 11, 2006

TO: Katherine L. Doucett
County Administrator

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

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

SUBJECT: **One (1) New Caterpillar E-420 Backhoe
Solid Waste Management**

We have received a requisition for the purchase of one (1) New Caterpillar E-420 Backhoe for Solid Waste Management. This backhoe includes an enclosed cab; four wheel drive; extendable dipper; and a four-in-one bucket. The equipment is available from Blanchard Machinery Company through South Carolina State Contract Number 05-S6779-A11352.

This backhoe is being purchased for the Construction & Demolition Landfill. Public Works has provided some assistance with a backhoe, but with their heavy workload and the increased need for this equipment, borrowing a backhoe is no longer an option. This equipment will provide the ability to perform necessary landfill maintenance that only a backhoe can support; such as, keeping the road ditches clear of sediment and maintenance of the sedimentation ponds. The cost of this equipment is \$66,870.10 including applicable tax. This price includes a 12-month full Caterpillar warranty; 3 year, 5,000 hour Powertrain.

Funds are appropriated in the following account:

5700-121204-5A7328 Solid Waste (1) CAT 420 Backhoe \$66,870.10

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 September 26, 2006.

copy: Larry Porth, Director of Finance/Assistant County Administrator
Joe Mergo, Director of Solid Waste Management

The 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 MAP AMENDMENT APPLICATION # **M06-11**

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

North of Bush River Road and South of Jimmy Love Ln., Columbia 29212

Zoning Classifications: (Current) General Commercial (C2) (Proposed) Low Density Residential (R1)

TMS#: 2799-06-016, 007 P/O Property Owner: Maryanne Love Schwab ET AL, Love Family General Partnership

Reason for the request: To maintain the integrity and characteristics of adjoining residential developments.

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: 7/7/06 Applicant: Owner Agent

Phone #(s): cell (803) 603-1825 home (803) 772-7389

Signature: Jesse S. Shaffer Printed Name: Jesse S. Shaffer, President - Hallmark H.O.A.

Street/Mailing Address: PO Box 211953, Columbia, SC 29221

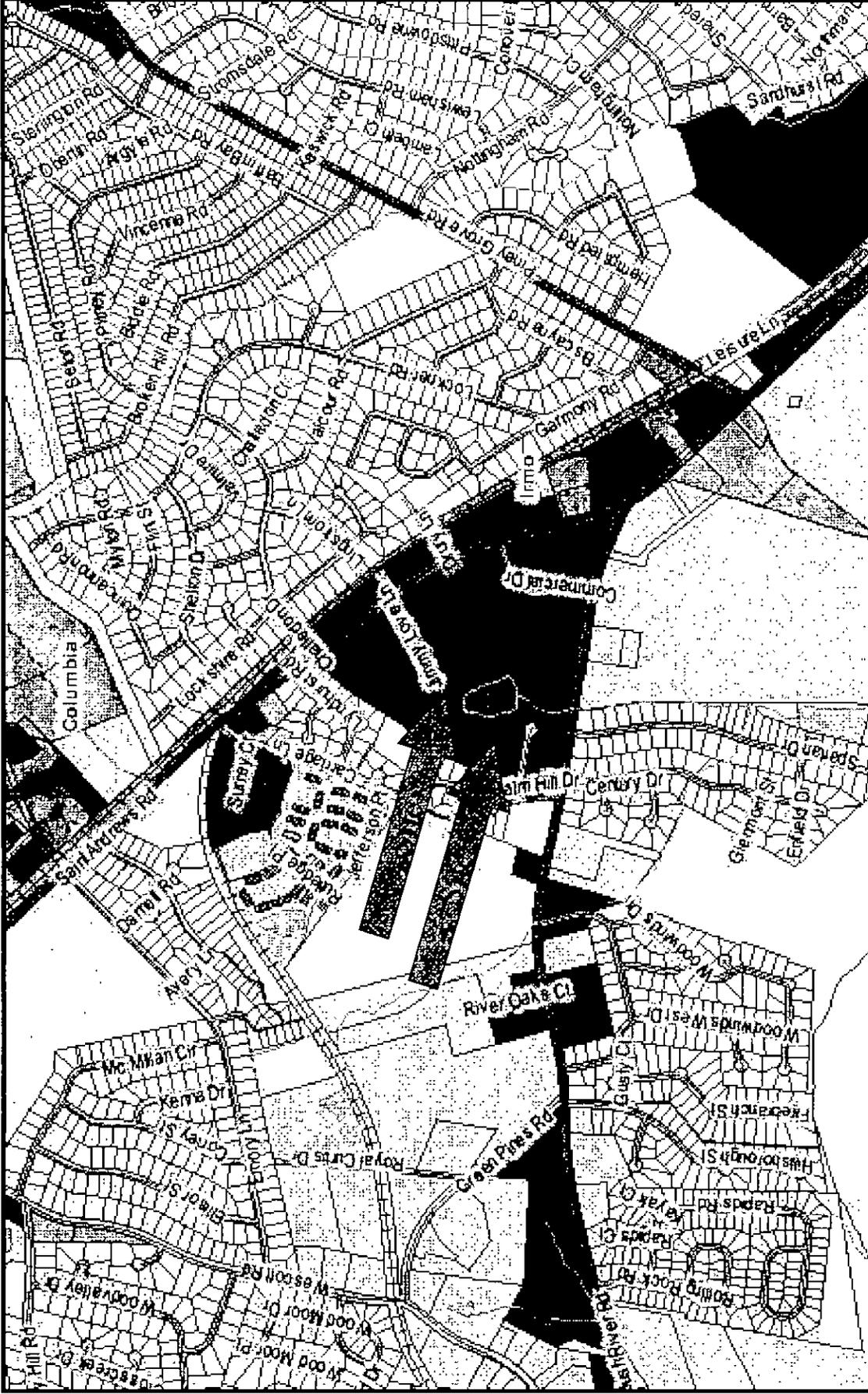
7/7/2006	Application Received
	Newspaper Advertisement
	Notices Mailed

7/7/2006	Fee Received
	Property Posted
	Planning Commission

Planning Commission Recommendation: _____

9/26/06	First Reading	Public Hearing	Second Reading	Third Reading
---------	---------------	----------------	----------------	---------------

Results: _____



ZONING MAP AMENDMENT REQUEST #M06-11



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 # **M06-13**

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

Brittany II Subdivision

Zoning Classifications: (Current) High-Density Residential (R3) (Proposed) Low-Density Residential (R1)

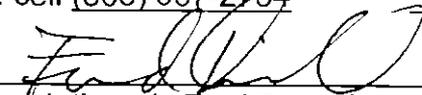
TMS#: 002634-01-001 to 056 Property Owner: Multiple (Brittany II Subdivision Property Owners)

Reason for the request: See Attachment

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: 8/28/06 Applicant: Owner Agent

Phone #(s): cell (803) 667-2734

Signature:  Printed Name: Brittany II Subdivision Home Owners Association c/o Fred Driscoll

Street/Mailing Address: 229 Doulton Way, Columbia, SC 29212

8/28/06	Application Received
	Newspaper Advertisement
	Notices Mailed

8/28/06	Fee Received
	Property Posted
	Planning Commission

Planning Commission Recommendation: _____

<u>9/26/06</u> First Reading	Public Hearing	Second Reading	Third Reading
------------------------------	----------------	----------------	---------------

Results: _____



ZONING MAP AMENDMENT REQUEST #M06-13

ORDINANCE NO. 06-09

AN ORDINANCE TO IMPOSE THE PROVISIONS AS ALLOWED BY SOUTH CAROLINA CODE SECTION 12-37-670 SO AS TO ALLOW IMPROVEMENTS THAT ARE COMPLETED ON OR BEFORE JUNE 30TH TO BE TAXABLE FOR THE PERIOD FOR JULY 1ST TO DECEMBER 31ST OF THAT PROPERTY TAX YEAR.

WHEREAS, the General Assembly has amended 12-37-670 to allow for taxation of improvements to real property that are completed on or before June 30, of the property tax year; and

WHEREAS, the provisions of the South Carolina Code §12-37-670(b)(2) provides for any improvement listed with the County Auditor on or before June 30 to pay additional property tax for the period from July 1st to December 31st for that property year; and

WHEREAS, the provisions of 12-32-670 require the County to enact an Ordinance to impose the provisions of the state statute.

NOW THEREFORE, BE IT ORDAINED AND ENACTED BY THE LEXINGTON COUNTY COUNCIL, AS THE GOVERNING BODY OF LEXINGTON COUNTY, SOUTH CAROLINA, IN MEETING DULY ASSEMBLED:

Section 1

The provisions of S.C. Code Section 12-37-670(b) are hereby adopted and incorporated herein and specifically provide as follows:

- 1) An owner of land on which a new structure has been erected and that has not been appraised for taxation shall list the new structure for taxation with the County Auditor of the County in which it is located by the first day of the next month after a certificate of occupancy is issued for the structure. A new structure must not be listed or assessed until it is completed and fit for the use for which it is intended, as evidenced by the issuance of the certificate of occupancy.
- 2) Additional property tax attributable to improvements listed with the County Auditor on or before June 30th is due for the period from July 1st to December 31st for that property year, and payable when taxes are due on the property for that property tax year. Additional property tax attributable to improvements listed with the County Auditor after June 30th of the property tax year is due and payable when taxes are due on the property for the next property tax year.

Section 2

Pursuant to the provisions of 12-37-670(b)(3), the provisions of this ordinance are also binding on all municipalities within the County.

Section 3—Effective Date

The provisions of this ordinance shall be effective for the 2007 real property tax year.

Enacted this ____ day of _____, 2006.

Chairman, Lexington County Council

Attest:

Diana Burnett, Clerk

First Reading: _____

Second Reading: _____

Public Hearing: _____

Third & Final Reading: _____

Filed w/Clerk of Court: _____

ORDINANCE NO. 06-11

AN ORDINANCE TO DEVELOP A JOINT INDUSTRIAL/BUSINESS PARK IN CONJUNCTION WITH SALUDA COUNTY, SUCH INDUSTRIAL/BUSINESS PARK TO BE INITIALLY GEOGRAPHICALLY LOCATED IN SALUDA COUNTY AND ESTABLISHED PURSUANT TO SECTION 4-1-170 OF THE CODE OF LAWS OF SOUTH CAROLINA 1976, AS AMENDED; AND TO PROVIDE FOR A WRITTEN AGREEMENT WITH SALUDA COUNTY TO PROVIDE FOR THE EXPENSES OF THE PARK, THE PERCENTAGE OF REVENUE APPLICATION, AND DISTRIBUTION OF FEES IN LIEU OF AD VALOREM TAXATION.

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

SECTION I: Lexington County is hereby authorized to jointly develop an industrial and business park with Saluda County (the "Park"). The Park shall be located initially on lands located in Saluda County only as authorized by Sec. 4-1-170 of the South Carolina Code of Laws 1976, as amended.

SECTION II: Lexington County will enter into a written agreement to develop the Park jointly with Saluda County in substantially the form attached hereto as Exhibit A and incorporated herein by reference (the "Park Agreement"). The Chairman of Lexington County Council is hereby authorized to execute the Park Agreement on behalf of Lexington County, with such changes thereto as the Chairman shall deem, upon advice of counsel, necessary and do not materially change the import of the matters contained in the form of agreement set forth in Exhibit A.

SECTION III: The businesses or industries located in the Park will pay a fee in lieu of ad valorem taxes as provided for in the Park Agreement. With respect to properties located in the Lexington County portion of the Park, the fee paid in lieu of ad valorem taxes shall be paid to the Treasurer of Lexington County. That portion of such fee allocated pursuant to the Park Agreement to Saluda County shall be thereafter paid by the Treasurer of Lexington County to the Treasurer of Saluda County within thirty (30) business days of receipt for distribution in accordance with the terms of the agreement. With respect to properties located in the Saluda County portion of the Park, the fee paid in lieu of ad valorem taxes shall be paid to the Treasurer of Saluda County. That portion of such fee allocated pursuant to the Park Agreement to Lexington County shall thereafter be paid by the Treasurer of Saluda County to the Treasurer of Lexington County within thirty (30) business days of receipt for distribution in accordance with the terms of the Park Agreement. Payments of fees in lieu of taxes will be made on or before the due date for taxes for a particular year. Penalties for late payment will be at the same rate as late tax payment. Any late payment beyond said date will accrue interest at the rate of statutory judgment interest. The counties, acting by and through the Treasurers of Lexington County and Saluda County, shall maintain all liens and rights to foreclose upon liens provided for counties in the collection of ad valorem taxes.

SECTION IV: Any ordinances of Lexington County and Saluda County concerning zoning, health and safety regulations, and building code requirements will apply for the respective portions of the Park in Lexington County and Saluda County.

SECTION V: The Sheriff's Departments of Lexington County and Saluda County will have jurisdiction to make arrests and exercise all authority and power within the boundaries of the respective portions of the Park in Lexington County and Saluda County.

SECTION VI: Revenues generated from industries or businesses located in the Lexington County portion of the Park and to be retained by Lexington County pursuant to the Park Agreement shall be distributed within Lexington County in the following manner:

First, unless Lexington County elects to pay or credit the same from only those revenues which Lexington County would otherwise be entitled to receive as provided under "Third" below, to pay annual debt service on any special source revenue bonds issued by Lexington County pursuant to, or to be utilized as a credit in the manner provided in the second paragraph of, Section 4-1-175, Code of Laws of South Carolina 1976, as amended, or any successor statutes or provisions, payable in whole or in part by or from revenues generated from any properties in the Park; and

Second, at the option of Lexington County, to reimburse Lexington County for any expenses incurred by it in the development, operation, maintenance and promotion of the Park or the businesses located therein;

Third, to those taxing districts, which overlap the applicable properties within Lexington County's portion of the Park, in a pro-rata fashion based on comparative millage rates for the year in question of such taxing districts;

provided, however, that (i) all taxing districts which overlap the applicable properties within the Park shall receive at least some portion of the revenues generated from such properties, and (ii) all revenues receivable by a taxing entity in a fiscal year shall be allocated to operations and maintenance and to debt service as determined by the governing body of such taxing entity; and (iii) the County may, by ordinance, from time to time, amend the distribution of the fee in lieu of tax payments to all taxing entities.

SECTION VII: This Ordinance shall supercede and amend in its entirety any other ordinances or resolutions of Lexington County Council pertaining to the Park.

SECTION VIII: Should any section of this Ordinance be, for any reason, held void or invalid, it shall not affect the validity of any other section hereof which is not itself void or invalid.

SECTION IX: This Ordinance shall be effective after third and final reading thereof.

DONE in meeting duly assembled this ____ day of _____, 2006.

LEXINGTON COUNTY, SOUTH CAROLINA

Chairman, Lexington County Council

ATTEST:

Lexington County Manager

1st Reading: _____, 2006

2nd Reading: _____, 2006

3rd Reading _____, 2006

Public Hearing _____, 2006

STATE OF SOUTH CAROLINA)
)
COUNTY OF SALUDA)
COUNTY OF LEXINGTON)

AGREEMENT FOR THE DEVELOPMENT OF
A JOINT COUNTY INDUSTRIAL
AND BUSINESS PARK

SALUDA AND LEXINGTON COUNTIES

THIS AGREEMENT for the development of a joint county industrial and business park to be located within Saluda County and Lexington County is made and entered into as of this ____ day of _____, 2006, by and between Lexington County and Saluda County.

WITNESSETH:

WHEREAS, Saluda County, South Carolina (“Saluda County”) and Lexington County, South Carolina (“Lexington County”), are contiguous counties which, pursuant to ordinance no. 09-06 adopted by Saluda County Council on _____, 2006, and ordinance no. ____ adopted by Lexington County Council on _____, 2006 (collectively, the “Enabling Ordinances”), have each determined that, in order to promote economic development and thus provide additional employment opportunities within both of said counties, there should be established in Saluda County and Lexington County a Joint County Industrial and Business Park (the “Park”), initially to be located upon property described in Exhibit A hereto; and

WHEREAS, as a consequence of the establishment of the Park, property comprising the Park and all property having a situs therein shall be exempt from ad valorem taxation pursuant to Article VIII, Section 13 of the South Carolina Constitution, but the owners or lessees of such property shall pay annual fees in an amount equal to that amount for which such owner or lessee would be liable except for such exemption;

NOW, THEREFORE, in consideration of the mutual agreement, representations and benefits contained in this Agreement and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree as follows:

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

2. Authorization. Article VIII, Section 13(D) of the Constitution of South Carolina 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 manner in 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 pursuant to any provision of law which measures the relative fiscal capacity of a school district to support its schools based on the assessed valuation of taxable property in the district as compared to the assessed valuation of taxable property in all school districts in South Carolina. Section 4-1-70, Code of Laws of South Carolina 1976, as amended (the "Code") satisfied the conditions imposed by Article VIII, Section 13(D) of the Constitution and provides the statutory vehicle whereby a joint county industrial or business park may be created.

3. Location of the Park.

(A) As of the date of this Agreement, the Park consists of properties located in Saluda County only, as further identified in Exhibit A (Saluda) hereto. It is specifically recognized that the Park may, from time to time, consist of non-contiguous properties within each county. The boundaries of the Park may be enlarged or diminished from time to time as authorized by ordinances of the County Councils of both Saluda County and Lexington County. If the Park

encompasses all or a portion of a municipality, the counties must obtain the consent of the municipality prior to creation of the Park.

(B) In the event of any enlargement or diminution of the boundaries of the Park, this Agreement shall be deemed amended and there shall be attached hereto a revised Exhibit A (Saluda) or Exhibit B (Lexington) as the case may be, which shall contain a legal description of the boundaries of the Park, as enlarged or diminished, together with a copy of the ordinances of Saluda County Council and Lexington County Council pursuant to which such enlargement or diminution was authorized.

(C) Prior to the adoption by Saluda County Council and by Lexington County Council of ordinances authorizing the diminution of the boundaries of the Park, separate public hearings shall first be held by Saluda County Council and by Lexington County Council. Notice of such public hearings shall be published in newspapers of general circulation in Saluda County and Lexington County, respectively, at least once and not less than fifteen (15) days prior to such hearing. Notice of such public hearings shall also be served in the manner of service of process at least fifteen (15) days prior to such public hearing upon the owner and, if applicable, the lessee of any real property which would be excluded from the Park by virtue of the diminution.

(D) The owner, or, if applicable, lessee of any property located within the Park, may remove personal property from the Park at any time, and the owner of property may sell the property owned by such owner at any time, unless specifically prohibited otherwise.

4. Fee in Lieu of Taxes. Pursuant to Article VIII, Section 13(D), South Carolina Constitution, property located in the Park shall be exempt from ad valorem taxation. The owners or lessors of any property situated in the Park shall pay in accordance with this Agreement an amount (referred to as fees in lieu of ad valorem property taxes) equivalent to the ad valorem

property taxes that would have been due and payable but for the location of such property within the Park.

5. Allocation of Expenses. Saluda County and Lexington County shall bear expenses, including, but not limited to, development, operation, maintenance and promotion of the Park and the cost of providing public services, in the following proportions:

If property is in Saluda County portion of the Park:

- | | | |
|-----|------------------|------|
| (1) | Saluda County | 100% |
| (2) | Lexington County | 0% |

If property is in Lexington County portion of the Park:

- | | | |
|----|------------------|------|
| A. | Saluda County | 0% |
| B. | Lexington County | 100% |

6. Allocation of Revenues. Saluda County and Lexington County shall receive an allocation of all revenue generated by the Park through payment of fees in lieu of ad valorem property taxes or from any other source in the following proportions:

If property is in Saluda County portion of the Park:

- | | | |
|----|------------------|-----|
| A. | Saluda County | 99% |
| B. | Lexington County | 1% |

If property is in Lexington County portion of the Park:

- | | | |
|----|------------------|-----|
| A. | Saluda County | 1% |
| B. | Lexington County | 99% |

7. Revenue Allocation Within Each County.

(A) Revenues generated by the Park through the payment of fees in lieu of ad valorem property taxes shall be distributed to Saluda County and to Lexington County, as the case may

be, according to the proportions established by Paragraph 6 herein. With respect to revenues allocable to Saluda County or Lexington County by way of fees in lieu of taxes generated within its own County (the "Host County"), such revenue shall be distributed within the Host County in the manner provided by ordinance of the county council of the Host County; provided, that (i) all taxing districts which overlap the applicable revenue-generating portion of the Park shall receive at least some portion of the revenues generated from such portion, and (ii) with respect to amounts receivable in any fiscal year by a taxing entity, the governing body of such taxing entity shall allocate the revenues received to operations and/or debt service of such entity. Each Host County is hereby specifically authorized to use a portion of revenue for economic development purposes as permitted by law and as established by act of the County Council of the Host County.

(B) Revenues allocable to Saluda County by way of fees in lieu of taxes generated within Lexington County shall be distributed solely to Saluda County. Revenues allocated to Lexington County by way of fees in lieu of taxes generated within Saluda County shall be distributed solely to Lexington County.

8. Fees In Lieu of Taxes Pursuant to Title 4, Code of Laws of South Carolina. It is hereby agreed that the entry by Saluda County into any one or more fee in lieu of tax agreements pursuant to Title 4 or Title 12 of the Code with respect to property located within the Saluda County portion of the Park and the terms of such agreements shall be at the sole discretion of Saluda County. Likewise, entry by Lexington County into any one or more fee in lieu of tax agreements pursuant to Title 4 or Title 12, of the Code as amended, with respect to property located within the Lexington County portion of the Park and the terms of such agreements shall be at the sole discretion of Lexington County.

9. Assessed Valuation For the purpose of calculating the bonded indebtedness limitation and for the purpose of computing the index of taxpaying ability pursuant to Section 59-20-20(3) of the Code, allocation of the assessed value of property within the Park to Saluda County and Lexington County and to each of the taxing entities within the participating counties shall be identical to the allocation of revenue received and retained by each of the counties and by each of the taxing entities within the participating counties, pursuant to Paragraph 6 and 7 herein.

10. Severability. In the event and to the extent (and only to the extent) that any provision or any part of a provision of this 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 Agreement.

11. Termination. Notwithstanding any provision of this Agreement to the contrary, Saluda County and Lexington County agree that this Agreement shall terminate after ____ years from the effective date hereof, provided, however, that the parties may agree to extend the term of this Agreement by written instrument duly authorized by each County.

[Signature Page Follows]

WITNESS our hands and seals as of the date first above written.

SALUDA COUNTY, SOUTH CAROLINA

(SEAL)

Chairman, Saluda County Council

ATTEST:

Clerk to Council, Saluda County Council

LEXINGTON COUNTY, SOUTH CAROLINA

(SEAL)

Chairman, Lexington County Council

ATTEST:

Clerk to Council, Lexington County Council

EXHIBIT A

SALUDA COUNTY PROPERTIES

EXHIBIT B

LEXINGTON COUNTY PROPERTIES

None as of ___/___/2006

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 AND AMENDMENTS TO EXISTING FEE AGREEMENTS BETWEEN LEXINGTON COUNTY, SOUTH CAROLINA AND SCANA SERVICES, INC.; 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 August 22, 2006 (the "Resolution"), taken official action to identify the project (as defined below) (referring to the Project as Project First Park) for purposes of applicable fee-in-lieu of taxes statutes and otherwise;

WHEREAS, the County desires to enter into a fee agreement (the "Fee Agreement") with SCANA Services, Inc. (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, South Carolina Electric & Gas Company, an affiliate of the Company ("SCE&G"), and the County have previously entered into fee-in-lieu-of-property-tax agreements ("Existing Fee Agreements") which SCE&G and the County now desire to amend;

WHEREAS, the County and the Company desire to enter into a Fee Agreement concerning the establishment of a facility in the County which will consist of certain land, buildings, or other improvements thereon and all equipment, furnishings and other personal property required by the Company and any and all activities relating thereto (which properties and facilities constitute a project under the Act and are referred to herein as the "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") shall cause to be prepared and presented to the County Council the Fee Agreement and amendments to the Existing Fee Agreements ("Amendments to the Existing Fee Agreements"), which the County shall 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 and the projects under the Existing Fee Agreements;

WHEREAS, the Company and SCE&G have 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 and the projects under the Existing Fee Agreements 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 provided for in the Inducement Resolution and which will be specifically defined in the Fee Agreement and the Amendments to the Existing Fee Agreements) against payments of fees-in-lieu of taxes to be made concerning the Project and the projects under the Existing Fee Agreements pursuant to the Infrastructure Law, the Act and/or the MCIP Law; and

WHEREAS, it appears that the documents above referred to are appropriate instruments 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 and the projects under the Existing Fee Agreements will require

expenditures of not less than \$70 million so that the total investment in the County is no less than \$175 million;

(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 and the Amendments to the Existing Fee Agreements which shall be executed and filed with the Clerk to County Council which comply with the terms of the aforementioned Inducement Resolution are hereby approved and all of the terms, provisions and conditions thereof are hereby incorporated herein by reference as if the Fee Agreement and the Amendments to the Existing Fee Agreements were set out in this Ordinance in their 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 and the Amendments to the Existing Fee Agreements to the Company.

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 Amendments to the Existing Fee Agreements in a form substantially identical to the terms contemplated herein and the performance of all obligations of the County under and pursuant to the Fee Agreement and the Amendments to the Existing Fee Agreements.

Section 4. The consummation of all transactions contemplated by the Fee Agreement, the Amendments to the Existing Fee Agreements 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
SCANA SERVICES, INC.
DATED AS OF
_____ , 2006

TABLE OF CONTENTS

	PAGE
FEE AGREEMENT	1
ARTICLE I RECAPITULATION AND DEFINITIONS	2
SECTION 1.1. Statutorily Required Recapitulation.....	2
SECTION 1.2. Rules of Construction, use of Defined Terms	2
SECTION 1.3. Definitions	2
ARTICLE II LIMITATION OF LIABILITY; INDUCEMENT	5
SECTION 2.1. Limitation of Liability	5
SECTION 2.2. Inducement.....	5
ARTICLE III REPRESENTATIONS, WARRANTIES AND COVENANTS.....	5
SECTION 3.1. Representations and Warranties of the County.....	5
SECTION 3.2. Covenants by the County.	6
SECTION 3.3. Representations and Warranties of the Company.....	7
ARTICLE IV COMMENCEMENT AND COMPLETION OF THE PROJECT ..	7
SECTION 4.1. The Project.....	7
SECTION 4.2. Diligent Completion	8
SECTION 4.3. Modifications to Project.....	8
ARTICLE V PAYMENTS-IN-LIEU-OF-TAXES; DISPOSITION OF PAYMENTS-IN- LIEU-OF-TAXES.....	8
SECTION 5.1. Payments-in-Lieu-of-Taxes	8
SECTION 5.2. Disposal of Property; Replacement Property.....	9
SECTION 5.3. Fee Term	10
SECTION 5.4. Minimum Investment.....	10
ARTICLE VI PROPERTY TAX EXEMPTION AND ABATEMENT	11
SECTION 6.1. Protection of Tax Exempt Status of the Project.....	11
ARTICLE VII EFFECTIVE DATE	11
SECTION 7.1. Effective Date	11
ARTICLE VIII SPECIAL COVENANTS	11
SECTION 8.1. Confidentiality	11
SECTION 8.2. Indemnification Covenants	12
SECTION 8.3. Assignment and Leasing.....	12
ARTICLE IX EVENT OF DEFAULT AND REMEDIES	13
SECTION 9.1. Events of Default Defined	13
SECTION 9.2. Remedies on Default.....	13
SECTION 9.3. No Additional Waiver Implied by One Waiver.....	13
ARTICLE X OPTION OF THE COMPANY	14
SECTION 10.1. Option to Terminate.....	14
ARTICLE XI MISCELLANEOUS	14
SECTION 11.1. Notices .. .	14
SECTION 11.2. Binding Effect.. ..	15
SECTION 11.3. Invalidity and Severability.....	15
SECTION 11.4. Payments Due on Saturday, Sunday and Holidays.....	15
SECTION 11.5. Fiscal Year; Property Tax Year	15

SECTION 11.6. Amendments, Changes and Modifications15
SECTION 11.7. Execution of Counterparts15
SECTION 11.8. Law Governing Construction of Agreement16
SECTION 11.9. Filings 16
SECTION 11.10. Headings16
SECTION 11.11. Further Assurance16

EXHIBIT A. Description of Land

FEE AGREEMENT

THIS FEE AGREEMENT ("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 **SCANA SERVICES, INC.** ("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 August 22, 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%, a fixed millage rate of 295.87 for 20 years, and to take such action as is required to place the Project in a multi-county industrial park; and, the County committed to grant the Company an annual special source revenue credit of 25% for the entire term the Project is subject to the Fee Agreement, provided the Company invests \$70 million in the Project; 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 to include the property comprising the Project in a Multi-County Industrial Park 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 the full term that Payments-in-Lieu of Taxes are made under this Fee Agreement in an amount equal to twenty-five (25%) percent of the annual Payments-in-Lieu of Taxes relating to the Project, beginning with respect to the property tax year in which the Project property is first subject to Payments-in-Lieu of Taxes and ending twenty (20) years after the final Stage of the Project is first subject to Payments-in-Lieu of Taxes.

"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 SCANA Services, Inc.

“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 the Company between the County and the City dated _____, 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 August 22, 2006, committing the County to enter into the Fee Agreement.

“Infrastructure Improvements” means the Company’s costs of designing, acquiring, constructing, improving or expanding the infrastructure and other qualifying investments serving

the Project, in accordance with Section 12-44-70 of the Act and/or Section 4-1-175 of the Code of Laws of South Carolina, as amended.

“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) hercof.

“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 hercof.

“**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 seventy million (\$70,000,000) 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 providing headquarters for the Company.

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 295.87.

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 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. The County hereby further agrees that beginning with the first year the Company makes a Payment-in-Lieu of Taxes and each year thereafter for the full term 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-five (25%) percent of the Payments-in-Lieu of Taxes. Notwithstanding, in the event the Company disposes of property pursuant to Section 5.2 (without replacement) and such disposal reduces the Company's gross investment (original income tax basis without depreciation) below seventy million (\$70,000,000) dollars, then the Project shall not be entitled to the Annual Special Source Revenue Credit until the Company's gross investment is reinstated to no less than seventy million (\$70,000,000) dollars.

(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 five (\$5,000,000) 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 \$5 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.* The County agrees to consent, to the maximum extent allowed by the Act, for any purpose including, but not limited to obtaining financing, to: (a) any sale, transfer, disposition or assignment of the Fee Agreement, whether in whole or in part, by the Company or any transferee or assignee (whether or not related to or affiliated with the Company); (b) the transfer or assignment of security or other interests in any or all of the Company's interests in the property subject to the Fee Agreement; or (c) the sublease of any property subject to the Fee Agreement. 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, 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:	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.

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.

{SIGNATURES ON THE FOLLOWING PAGE}

LEXINGTON COUNTY, SOUTH CAROLINA

M. Todd Cullum, Chairman
Lexington County Council

ATTEST:

Diana W. Burnett
Clerk, Lexington County Council

SCANA SERVICES, INC.

By: _____

Its: _____

EXHIBIT A
DESCRIPTION OF LAND

TMS: 006897-01-042
TMS: 006900-01-006

**SECOND AMENDMENT
TO FEE AGREEMENT DATED DECEMBER 20, 2002**

This Second Amendment to the Fee Agreement dated December 20, 2002, as amended by a First Amendment, dated December 19, 2005 ("First Amendment") (collectively the "2002 Fee Agreement") 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 governing body of said County, and South Carolina Electric & Gas Company, (the "Company"), is entered into as of this _____ day of _____, 2006.

WHEREAS, under the terms of the 2002 Fee Agreement and the First Amendment, the County granted the Company an annual special source revenue credit against the Company's annual fee-in-lieu ("FILOT") payment equal to that portion of the annual FILOT payment in excess of the sum of Two Hundred Seventy-Six Thousand (\$276,000) Dollars, until the sum of all annual credits equaled One Million Eight Hundred Thousand (\$1,800,000) Dollars; and

WHEREAS, by an Inducement Resolution adopted by the County on August 22, 2006 (the "Inducement Resolution"), the County agreed to amend the 2002 Fee Agreement to increase the amount of the annual special source revenue credit applicable to the remainder of the FILOT term for the project under the 2002 Fee Agreement; and

WHEREAS, the Inducement Resolution provided that if the Company's total investment in the County under all existing fee agreements and under a fee agreement entered into on _____, 2006 is no less than \$175 million, the County would amend the 2002 Fee Agreement with the Company to increase the annual special source revenue credit offered under the terms of the 2002 Fee Agreement in order to provide the Company with an annual special source revenue credit of twenty-five (25%) percent of the FILOT payments on the project covered under the 2002 Fee Agreement beginning with the Company's next FILOT payment and continuing for the entire term of the 2002 Fee Agreement; and

WHEREAS, the Inducement Resolution further provided that with the County's consent, the Company may sell, transfer or assign the Fee Agreement, transfer or assign a security or other interests in the property subject to the Fee Agreement and sublease any property subject to the Fee Agreement; and

WHEREAS, by an Ordinance adopted by the County on _____, 2006 (the "Ordinance"), the County agreed, to enter into an amendment to the 2002 Fee Agreement to provide an annual special source revenue credit as provided for in the Inducement Resolution; and

WHEREAS, the County and the Company desire to execute this Second Amendment to the 2002 Fee Agreement, to reflect the County's agreement to provide an annual special source revenue credit of twenty-five (25%) percent of the FILOT payments on the project under the 2002 Fee Agreement as provided for under the Inducement Resolution and the Ordinance and to

memorialize the County's consent to certain transactions by which the Fee Agreement or the property subject thereto may be transferred, assigned or leased.

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

1. The following definitions for "Annual Special Source Revenue Credit," "Documents" and "Fee Agreement" under Section 1.3. of the 2002 Fee Agreement and the First Amendment are replaced by the following definitions:

"Annual Special Source Revenue Credit" means an annual credit granted by the County to the Company for the purpose of defraying a portion of the cost of the infrastructure Improvements of the Company pursuant to Section 12-44-70 of the Act, and/or Section 4-1-175 of the Code of Laws of South Carolina, as amended, in an amount equal to twenty-five (25%) percent of the fee-in-lieu of taxes ("FILOT") payment relating to the Project, beginning with the Company's next FILOT payment after the date of this Second Amendment to Fee Agreement and continuing for the entire term of the 2002 Fee Agreement, as amended. Provided, however, if the Affiliate does not invest \$70 million at a project under a fee agreement between the Company and the County entered into contemporaneously with this Second Amendment to Fee Agreement so that the Company's and the Affiliate's total investment in the County is no less than \$175 million, the Company will only be entitled to the benefits provided for in the First Amendment to Fee Agreement which is a credit against its Payment-in-Lieu-of-Taxes equal to the amount which the annual payment-in-lieu-of-tax exceeds Two Hundred Seventy-Six Thousand (\$276,000) Dollars until the total special source revenue credits granted equal One Million Eight Hundred Thousand (\$1,800,000) Dollars.

"Documents" means the Ordinance, the First Amendment to Fee Agreement, this Second Amendment to Fee Agreement, the Fee Agreement, the Distribution Agreement and a Multi-County Industrial and Business Park Agreement.

"Fee Agreement" collectively means the initial Fee Agreement dated as of December 20, 2002, the First Amendment to Fee Agreement dated as of December 19, 2005, and this First Amendment to Fee Agreement, all between the County and the Company.

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

"Affiliate" shall mean SCANA Investments, Inc., SCANA Corporation, an affiliate of SCANA Corporation, an affiliate of South Carolina Electric & Gas Company and/or a Financing Entity of SCANA Corporation or South Carolina Electric & Gas Company.

"Second Amendment to Fee Agreement" means this Second Amendment to Fee Agreement dated as of _____, 2006, between the County and the Company.

3. The following paragraph (c) is added to Section 3.2 as follows:

(c) The County has consented pursuant to a resolution of August 22, 2006, to the maximum extent allowed under the Act, for any purpose including, but not limited to obtaining financing to: (a) any sale, transfer, disposition or assignment of the Fee Agreement, whether in whole or in part, by the Company or any transferee or assignee (whether or not related to or affiliated with the Company); (b) the transfer or assignment of security or other interests in any of or all of the Company's interest in the property subject to the Fee Agreement; and (c) the sublease of any property subject to the Fee Agreement.

4. The following paragraph (c) to Section 5.1 is replaced by the following:

(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 Company's first Payment-in-Lieu of Taxes after the date of execution of the Second Amendment to Fee Agreement and each year thereafter for the full term 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-five (25%) percent of the Payments-in-Lieu of Taxes.

5. Section 8.3 is replaced by the following:

To the maximum extent allowed by the Act, the County has agreed pursuant to a resolution of August 22, 2006, to the transfer or assignment of this Fee Agreement in whole or in part by the Company or any transferee or assignee, and security or other interests in any or all of the property under this Fee Agreement may be granted or assigned for any purpose, including but not limited to obtaining 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, 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

6. The 2002 Fee Agreement, as amended by the First Amendment, shall in all other respects remain in full force and effect.

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

LEXINGTON COUNTY, SOUTH CAROLINA

M. Todd Cullum
Chair of Lexington County Council

ATTEST:

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

SOUTH CAROLINA ELECTRIC & GAS COMPANY

By: _____
Name: _____
Title: _____

**FIRST AMENDMENT
TO FEE AGREEMENT DATED JUNE 29, 2006**

This First Amendment to the Fee Agreement dated June 29, 2006 (the "Fee Agreement") 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 governing body of said County, and South Carolina Electric & Gas Company, (the "Company"), is entered into as of this _____ day of _____, 2006.

WHEREAS, under the terms of the Fee Agreement, the County granted the Company an annual special source revenue credit against the Company's annual fee-in-lieu ("FILOT") payment for a period of ten (10) years, in an amount equal to twenty (20%) percent of the annual FILOT payment; and

WHEREAS, by an Inducement Resolution adopted by the County on August 22, 2006 (the "Inducement Resolution"), the County agreed to amend the Fee Agreement to increase the amount of the annual special source revenue credit applicable to the project under the Fee Agreement; and

WHEREAS, the Inducement Resolution provided that if the Company's and its affiliates' total investment in the County under all existing fee agreements and under a fee agreement entered into on _____, 2006 is no less than \$175 million, the County would amend the Fee Agreement with the Company to increase the annual special source revenue credit offered under the terms of the Fee Agreement in order to provide the Company with an annual special source revenue credit of twenty-five (25%) percent of the FILOT payments on the project covered under the Fee Agreement beginning with the Company's next FILOT payment and continuing for the entire term of the Fee Agreement; and

WHEREAS, the Inducement Resolution further provided that with the County's consent, the Company may sell, transfer or assign the Fee Agreement, transfer or assign a security or other interests in the property subject to the Fee Agreement and sublease any property subject to the Fee Agreement; and

WHEREAS, by an Ordinance adopted by the County on _____, 2006 (the "Ordinance"), the County agreed, to enter into an amendment to the Fee Agreement to provide an annual special source revenue credit as provided for in the Inducement Resolution; and

WHEREAS, the County and the Company desire to execute this First Amendment to the Fee Agreement, to reflect the County's agreement to provide an annual special source revenue credit of twenty-five (25%) percent of the FILOT payments on the project under the Fee Agreement as provided for under the Inducement Resolution and Ordinance and to memorialize the County's consent to certain transactions by which the Fee Agreement or the property subject thereto may be transferred, assigned or leased.

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

1. The following definitions for "Annual Special Source Revenue Credit," "Documents" and "Fee Agreement" under Section 1.3. of the Fee Agreement are replaced by the following definitions:

"Annual Special Source Revenue Credit" means an annual credit granted by the County to the Company for the purpose of defraying a portion of the cost of the infrastructure Improvements of the Company pursuant to Section 12-44-70 of the Act, and/or Section 4-1-175 of the Code of Laws of South Carolina, as amended, in an amount equal to twenty-five (25%) percent of the fee-in-lieu of taxes ("FILOT") payment relating to the Project, beginning with the Company's next FILOT payment after the date of the First Amendment to Fee Agreement and continuing for the entire term of the Fee Agreement, as amended. Provided, however, if the Affiliate does not invest \$70 million at a project under a fee agreement between the Company and the County entered into contemporaneously with this First Amendment to Fee Agreement so that the Company's and the Affiliate's total investment in the County is no less than \$175 million, the Company will only be entitled to the benefits provided for in the original Fee Agreement which is an annual credit for ten (10) years equal to twenty (20%) percent of the annual payments-in-lieu-of taxes.

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

"Fee Agreement" collectively means the initial Fee Agreement dated as of June 29, 2006, and this First Amendment to Fee Agreement, both between the County and the Company.

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

"Affiliate" shall mean SCANA Investments, Inc., SCANA Corporation, an affiliate of SCANA Corporation, an affiliate of South Carolina Electric & Gas Company and/or a Financing Entity of SCANA Corporation or South Carolina Electric & Gas Company.

"First Amendment to Fee Agreement" means this First Amendment to Fee Agreement dated as of _____, 2006, between the County and the Company.

3. The following paragraph (c) is added to Section 3.2 as follows:

(c) The County has consented pursuant to a resolution of August 22, 2006, to the maximum extent allowed under the Act, for any purpose including, but not limited to obtaining financing to: (a) any sale, transfer, disposition or assignment of the Fee Agreement, whether in whole or in part, by the Company or any transferee or assignee (whether or not related to or affiliated with the Company); (b) the transfer or assignment of security or other interests in any of or all of the Company's interest in the property subject to the Fee Agreement; and (c) the sublease of any property subject to the Fee Agreement.

4. The following paragraph (c) to Section 5.1 is replaced by the following:

(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 Company's first Payment-in-Lieu of Taxes after the date of execution of the First Amendment to Fee Agreement and each year thereafter for the full term 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-five (25%) percent of the Payments-in-Lieu of Taxes.

5. Section 8.3 is replaced by the following:

To the maximum extent allowed by the Act, the County has agreed pursuant to a resolution of August 22, 2006, to the transfer or assignment of this Fee Agreement in whole or in part by the Company or any transferee or assignee, and security or other interests in any or all of the property under this Fee Agreement may be granted or assigned for any purpose, including but not limited to obtaining 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, 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.

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

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

LEXINGTON COUNTY, SOUTH CAROLINA

M. Todd Cullum
Chair of Lexington County Council

ATTEST:

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

SOUTH CAROLINA ELECTRIC & GAS COMPANY

By: _____
Name: _____
Title: _____

COMMITTEE REPORT

RE: Through Truck Prohibition - Calvary Church Road

DATE: August 24, 2006

COMMITTEE: Public Works

MAJORITY REPORT: Yes

The Public Works Committee met on Tuesday, August 22 to consider a recommendation from John Fechtel, Director of Public Works, to prohibit through truck traffic on Calvary Church Road.

Councilman Jim Kinard has been requested by the Local Crime Watch Group in his district to revisit the issue which had been previously addressed in 2002 with no action taken. At that time, Mr. Fechtel received a letter, dated March 14, 2002 from South Carolina Department of Transportation (SCDOT) requesting that an ordinance be adopted prior to the posting of signs prohibiting large through truck traffic on Calvary Church Road.

The Public Works Committee voted unanimously to recommend that Council approve the request to prohibit large through truck traffic on Calvary Church Road and request that SCDOT post the necessary signs. In addition, staff was asked to work on a policy for road closings that would include community involvement, SCDOT, and Council approval.



COUNTY OF LEXINGTON
PUBLIC WORKS DEPARTMENT
ENGINEERING



MEMORANDUM

DATE: August 14, 2006

TO: Katherine Doucett
County Administrator

FROM: John Fechtel, Public Works Director
Assistant County Administrator 

RE: Through Truck Prohibition – Calvary Church Road

Councilman Jim Kinard would like to revisit this issue as soon possible. The attached letter dated March 14, 2002 was faxed to me from SCDOT on 8-11-06. This issue was discussed in 2002, but I do not think County Council took any action. Basically it is prohibiting large trucks from using Calvary Church Road (SCDOT maintained) unless it is a local delivery. Although SCDOT indicates an ordinance is preferred, I am trying to get clarification on the means by which they will accept our request.

Please place this on the Public Works Committee agenda for their consideration.

March 14, 2002

Lexington County Traffic

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

Re: Truck Traffic Calvary Church Road (Road S-164)

Dear Mr. Fechtel:

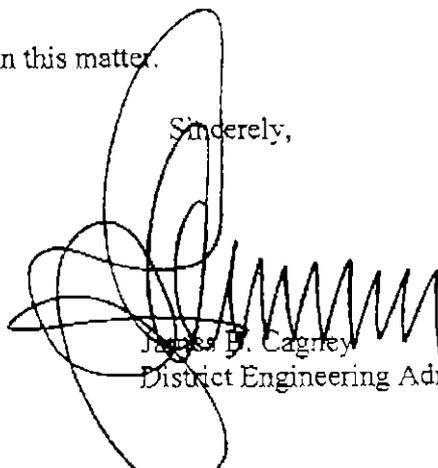
Thank you for your February 20, 2002, letter concerning the aforementioned roadway. You had requested that through trucks be prohibited on Calvary Church Road between SC Route 6 and US Route 21.

A review of this request revealed that Calvary Church Road is a 20 foot wide secondary road that runs between US Route 21 and SC Route 6 with no posted speed limit. The roadside development along Calvary Church Road is single-family homes. It appears that trucks utilize this road as a short cut between US Route 21 and SC Route 6.

Based on our review, we have no objection to prohibiting through trucks on Calvary Church Road, between US Route 21 and SC Route 6. However, before the signs are installed, we would prefer that the County pass an ordinance stating that through trucks are prohibited on this road. The ordinance indicates the support of the local government that is responsible for enforcement. Without this concurrence, the sign would serve no purpose since the restriction would not be enforced. Upon notification from the County of the ordinance passage, the Department's maintenance forces will proceed to erect the signs.

Thank you for your assistance in this matter.

Sincerely,



James B. Cagney
District Engineering Administrator

JBC:rk

CC: Resident Maintenance Engineer Wilson

File: DI/HBR *HBR*

TSS



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 # **M06-07**

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

Applicant requests to change Road Classification of Amicks Ferry Road at the intersection of Amicks Ferry and Three Oak Lane (approximately 1450 feet), to the intersection of Amicks Ferry and Timberlake Drive. Also, applicant requests to change a 700 foot section of Timberlake Drive starting at the intersection of Amicks Ferry and Timberlake ending at the intersection of Timberlake and Lake Estates Drive. In addition, applicant request a change of Road Classification of Lake Estates Drive starting at the intersection of Lake Estates and Timberlake, ending at the intersection of Lake Estates and Water Links Drive.

Zoning Classifications: (Current) Local (Proposed) Collector

TMS#: _____ Property Owner: _____

Reason for the request: The developer wants to construct 42 residential units on Lake Estates Drive. The parcel of land is 3.51 acres. Local Road classification will allow a maximum 8 units per gross acre.

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: 05/25/06 Applicant: Owner Agent

Phone #(s): cell 803-920-7438 work 803-945-0145

Signature: *Brandy K. Frick* Printed Name: Brandy K. Frick

Street/Mailing Address: 107-B Virginia Street Ste#2 Chapin SC 29036

05/25/06	Application Received
9/7/06	Newspaper Advertisement
9/7/06	Notices Mailed

05/25/06	Fee Received
9/11/06	Property Posted
	Planning Commission

Planning Commission Recommendation: _____

6/20/06	First Reading	9/26/06	Public Hearing		Second Reading		Third Reading
---------	---------------	---------	----------------	--	----------------	--	---------------

Results: _____

STAFF SUMMARY
ZONING MAP AMENDMENT #M06-07

Description of the Amendment: This map amendment request is for a change in road classification for portions of Amicks Ferry Road, Timberlake Drive and Lake Estates Drive from Local (L) to Collector (C)

Character of the Area: This is primarily a single family residential community that includes a golf course. Some of the properties have frontage on Lake Murray and on the golf course.

Zoning History: This property is in the Northern Lexington County Planning area zoned on August 1, 1987. Since this date, only two previous Map Amendments requested in the immediate area, M04-04, which was approved by County Council and M06-01, withdrawn by the applicant

Council District: Six-Councilman Johnny W. Jeffcoat

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

Chapter 2. General Requirements

22.00 Street Classifications and Access

All streets on the zoning maps shall be designated one of the following classifications as shown on the Right-of-Way Plan. The columnar chart which follows in Section 22.02 identifies the type street required to provide access to each activity.

Arterial (A) A street of regional importance or a main road of the community which is expected to carry either heavy vehicular traffic volumes or high-speed traffic or both. Traffic intensive commercial, industrial and high-density residential activities should be encouraged to develop on Arterial roads.

➔ Collector (C) A street which is used or intended to be used for moving traffic from local streets to Arterials. Collectors are generally shorter than Arterials, but carry high volumes of traffic. Therefore, development of land along Collectors should be compatible with high traffic volumes.

➔ Local (L) A street which primarily provides access to nonresidential land uses and connects residential streets to the Arterials and Collectors. Land uses should be compatible with higher traffic volumes. However, the most intensive land uses which generate extremely high levels of traffic should be prohibited from direct access. The following additional categories of Local streets are established to handle the special circumstances described:

Residential Local Six (RL6) A street with frontage over 50% residentially developed at the time of enactment of this Ordinance or platted as a residential subdivision. This type street is intended to accommodate residential activities at six dwelling units per acre. Access will be limited to this type development and allowed home occupations or accessory activities.

Residential Local Five (RL5) A street with frontage over 50% residentially developed at the time of enactment of this Ordinance or platted as a residential subdivision. This type street is intended to accommodate some residential activities at five dwelling units per acre. Access will be limited to this type development and allowed home occupations or accessory activities.

Residential Local Four (RL4) A street with frontage over 50% residentially developed at the time of enactment of this Ordinance or platted as a residential subdivision. This type street is intended to accommodate some residential activities at four dwelling units per acre. Access will be limited to this type development and allowed home occupations or accessory activities.

Limited Local (LL) A street that contains a locational or design flaw which limits traffic volume. The conditions of the problem should be virtually impossible to correct or very unlikely to be improved. Access to this type street will be limited to those activities expected to generate traffic volumes equal to or less than Detached Residential development at four dwelling units per acre.

22.01 New Streets Created

Whenever new streets are added to the roadway system within the zoning jurisdiction of Lexington County, these streets shall be classified according to the criteria specified within this section. The Zoning Administrator, upon the approval and confirmation of the classification by the Planning Commission, shall cause same to be placed upon the zoning map.

22.02 Chart of Permitted Access by Street Classification

The following chart designates the street classifications necessary to access each of the major activities. A principal activity which is restricted from access to a specific street classification may not locate where the activity is reachable only through the use of a street with such a restricted classification.

There are limits placed on some activities allowed to access a Limited Local (LL) street classification. The last column in the chart describes the specific nature of these limits where they exist. They are expressed in either maximum number of dwelling units (DU) per acre, maximum number of beds per acre, or maximum floor area ratio (FAR). A floor area ratio is an expression of the total floor area of a structure

of building, including useable basements, compared to the total lot area. For example, a 1000 square foot building on a 10,000 square foot lot would have a floor area ratio of .10.

AP	C	E	RE6	RE5	RE4	IE & Max Limits	ACTIVITIES
X	X	X				X .09 FAR	Administrative Offices
X							Advertising Signs
X	X	X					Airports
X	X	X					Animal Operations
X	X	X					Boat Docks
X	X						Bus and Transit Terminals
X	X	X				X .05 FAR	Business Services
X	X	X				X	Cemeteries
X	X	X					Child or Adult Day Care
X	X	X					Churches
X	X	X				X .03 FAR	Communication Towers
X	X	X					Community Education
X	X	X					Construction Services
X	X	X				X	Crops
X	X						Detention Centers
X	X	X				X	Essential Services (Limited)
X	X	X					Essential Services (Extensive)
X	X	X					Food Services
X	X	X					General Repair and Maintenance Services
X	X	X				X .03 FAR	General Retail (Limited)
X	X	X				X .03 FAR	General Retail (Extensive)
X	X	X	X*	X*	X*		Group Assembly (Limited)
X	X	X	X*	X*	X*		Group Assembly (Intermediate)
X	X	X#					Group Assembly (Extensive)
X	X	X	X			X 5.5 DU/acre	Group Housing
X	X	X#					Hospitals
X	X	X					Kennels and Stables
X	X	X					Landfills (Limited)
X	X	X*					Landfills (Intermediate)
X	X**						Landfills (Extensive)
X	X	X					Manufacturing (Light Assembly)
X	X	X					Manufacturing (Limited)
X	X	X					Manufacturing (Intermediate)
X	X						Manufacturing (Extensive)
X	X	X					Marinas
X	X	X				X .07 FAR	Medical Services
X	X						Military Installations
X	X	X					Mining (Limited)
X	X	X					Mining (Intermediate)
X	X						Mining (Extensive)
X	X	X	X	X	X	X	Mini-Parks
X	X	X					Mini-Warehouses
X	X	X	X	X	X	X 4 DU/acre	Mobile Homes
X	X	X	X			X 6 DU/acre	Mobile Home Parks



A	C	E	RE6	RE5	RE4	EL & Max. Limits	ACTIVITIES
X	X	X	X	X	X	X	Natural Reserves
X	X	X	X				Non-Assembly Cultural
X	X	X				X 12 Beds/acre	Nursing Homes
X	X	X				X .03 FAR	Personal Convenience Services
X	X	X				X	Plant Nurseries
X	X						Power Plants
X	X	X				X .09 FAR	Professional Services
X	X						Radioactive Materials Handling
X	X						Railroad
X	X	X					Recycling Centers
X	X	X				X .09 FAR	Research Services
X	X	X	X	X	X	X 4 DU/acre	Residential Detached
X	X	X	X	X		X 4 DU/acre	Residential Attached (Towning Units)
X	X	X	X			X 6 DU/acre	Residential Attached (Multi-Family Dwelling Units)
X	X	X	X			X 6 DU/acre	Retirement Centers/Assisted Living
X	X	X					Salvage/Wrecking Yard
X	X	X					Scrap Operations
X	X	X					Business Parks
X	X	X					Shopping Centers
X	X	X					Industrial Parks
X	X	X					Towing and Impoundment Lot
X	X	X					Trade Enterprises
X	X	X					Transient Habitation
X	X	X					Transport & Warehousing (Limited)
X	X	X					Transport & Warehousing (Extensive)
X	X	X					Transport Services
X	X	X					Undertaking
X	X	X	X	X	X	X	Utilities
X	X	X					Vehicle Parking
X	X	X				X	Vehicle Repair
X	X	X				X .03 FAR	Vehicle Sales
X	X	X					Vehicle Servicing (Limited)
X	X	X					Vehicle Servicing (Extensive)
X	X	X					Veterinarian
X	X	X					Zoos

¹ 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.

² 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.

22.30 Residential Density

Residential types of activities as permitted in R1, R2, R3, D, and RA districts are subject to maximum density limits to support the contemplated activity. Density is to be measured as the total area of land within the property boundaries, including those which are permanently under water or subject to inundation, or which are contained in an easement, proposed roads, or other grant of use. However, density calculations shall not include rights-of-way for existing roads.

The allowable density of residential development shall be in accord with the following listings for the zoning districts and road classifications, the most restrictive of which shall apply. Minimum lot areas are then established via this table in conjunction with adherence to the buffering restrictions of Article 2, Chapter 3. However, nothing contained herein shall be construed so as to circumvent the specific lot area requirements of DHEC regulations as administered by the Lexington County Health Department for individual wells and septic tanks.

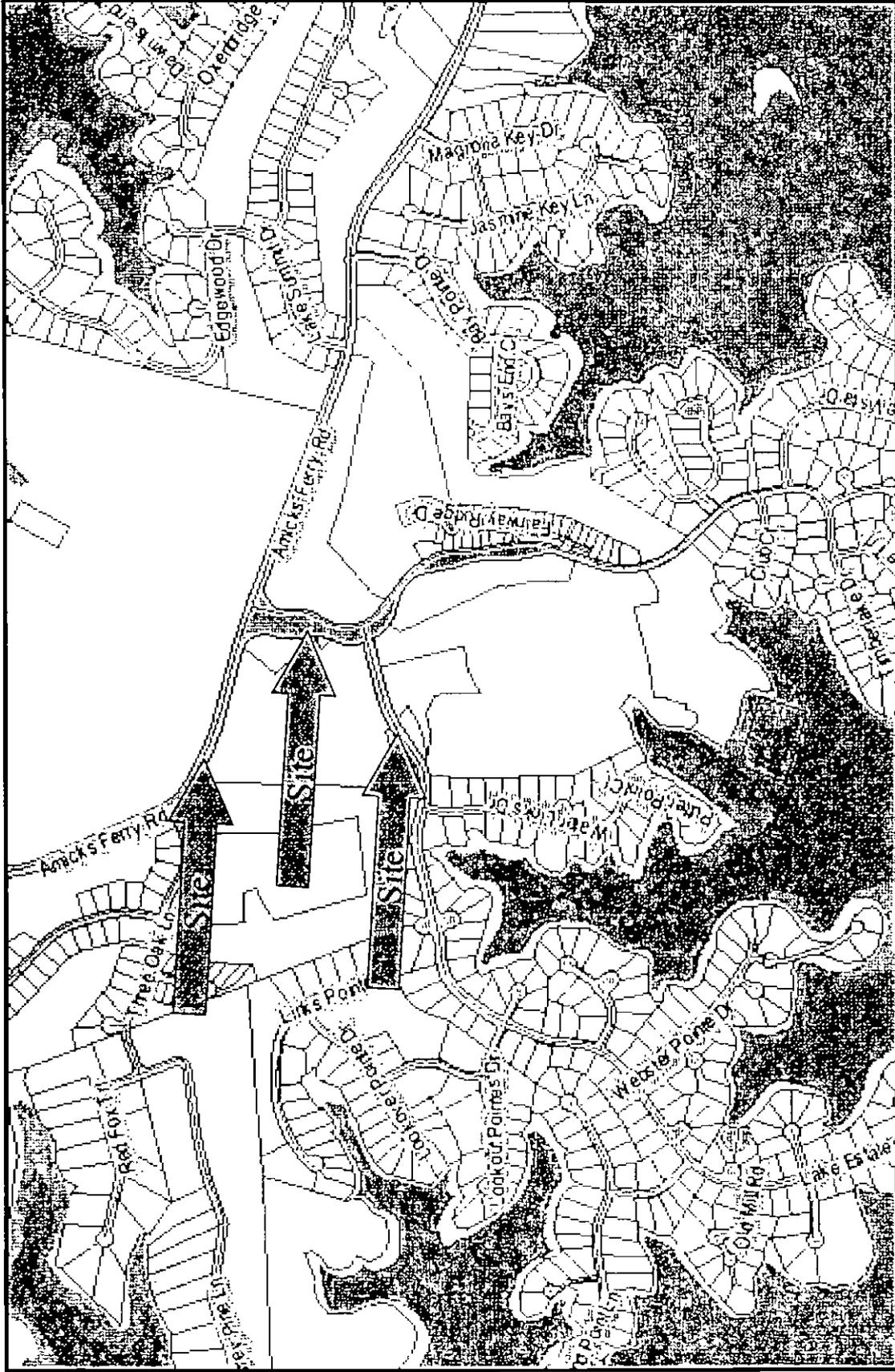
<u>ZONING DISTRICT</u>	<u>DENSITY (dwelling units per gross acre)</u>
R3	20
R2	8
R1, D, RA	4



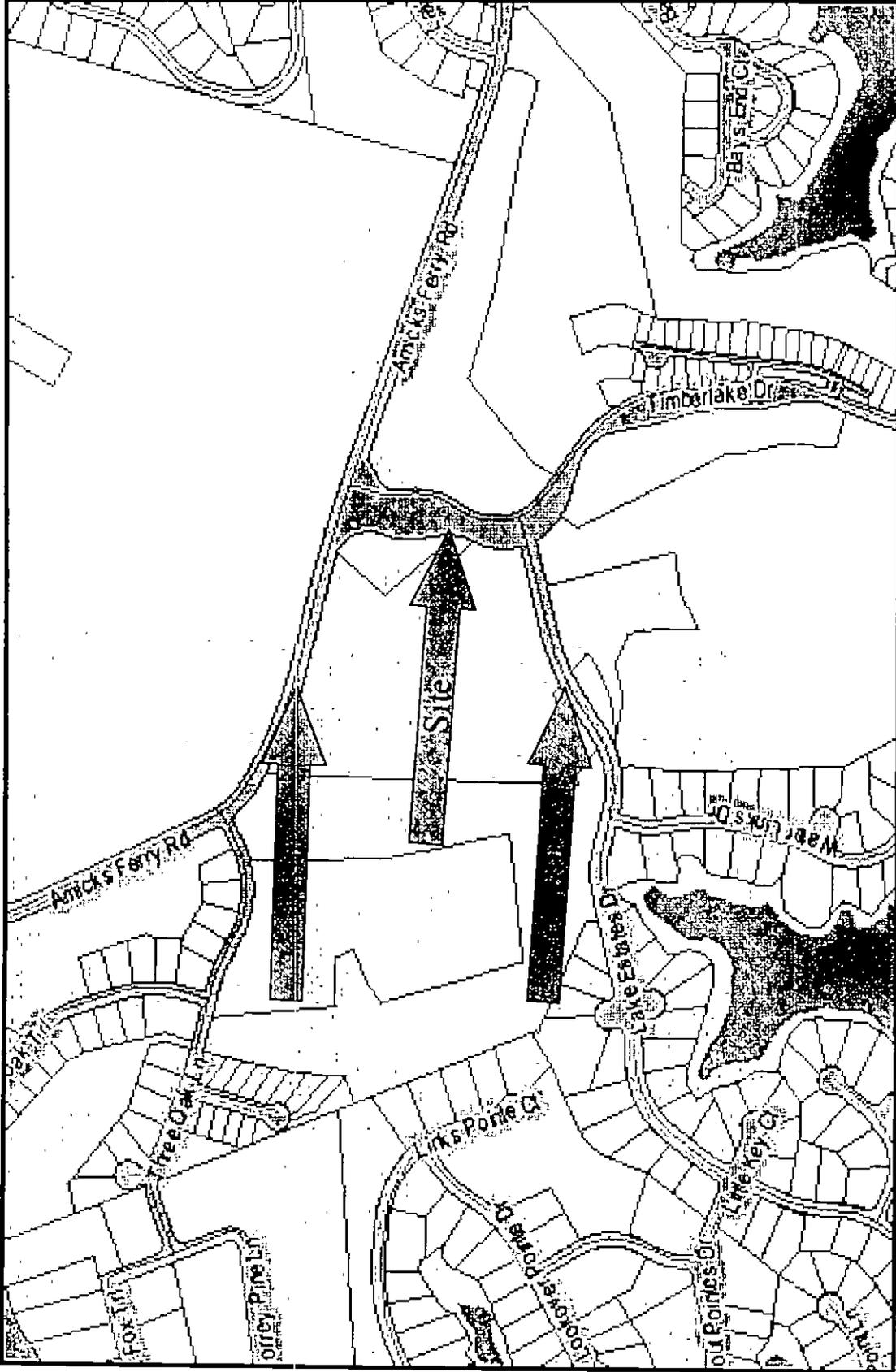
<u>STREET CLASSIFICATION</u>	<u>DENSITY (dwelling units per gross acre)</u>
A Arterial	Unlimited
C Collector	12
L Local	8
RL6 Residential Local Six	6
RL5 Residential Local Five	5
RL4 Residential Local Four	4
LL Limited Local	4*

* Refer to Section 22.00 for a full understanding of the Limited Local restrictions.

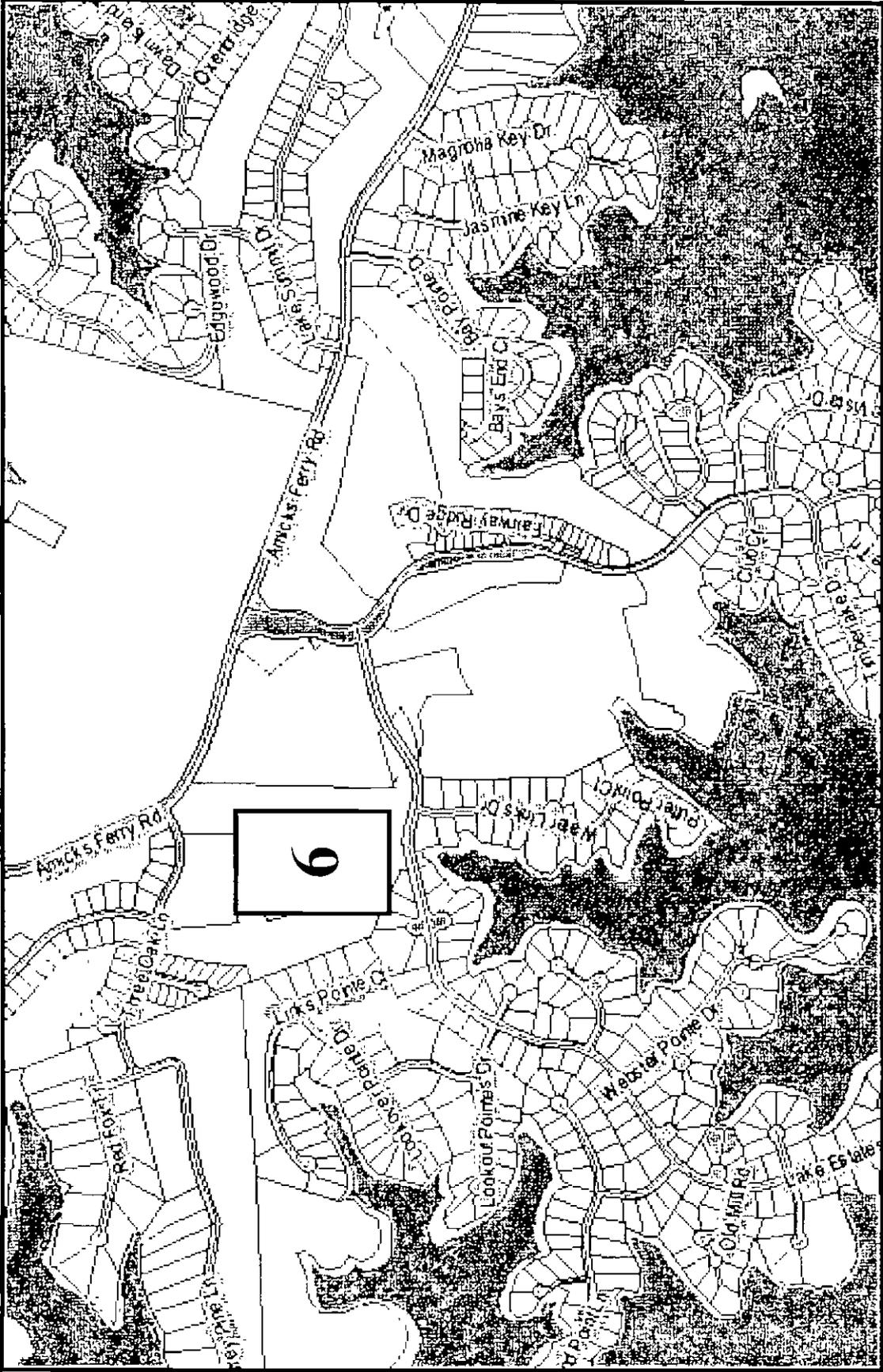
A lot in existence prior to the adoption of this Ordinance, which does not comply with the requirements of this section, shall be allowed to support one dwelling unit without regard to density or lot area, provided the activity complies with all other zoning requirements and any applicable health and safety standards.



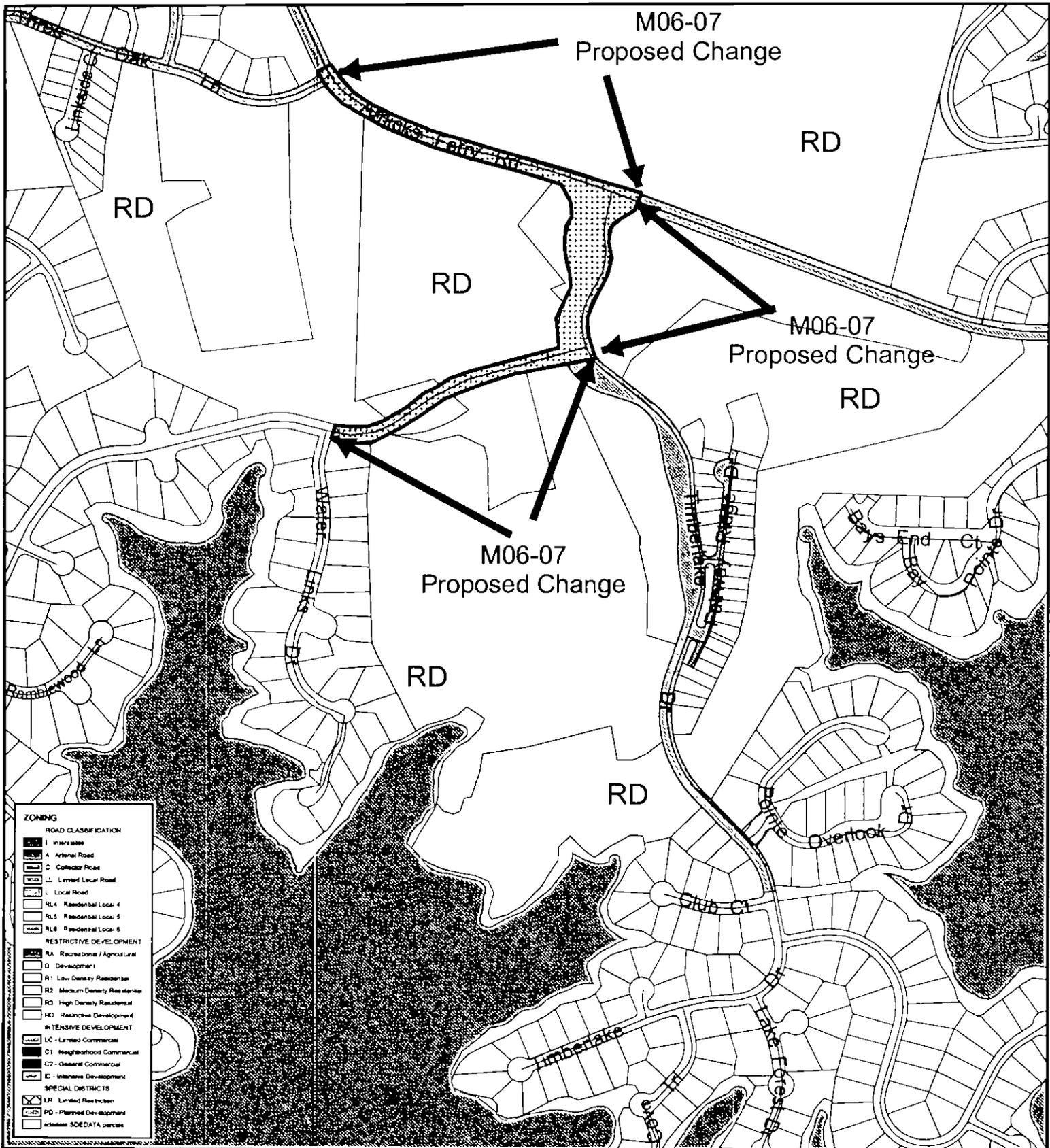
ZONING MAP AMENDMENT REQUEST #M06-07



ZONING MAP AMENDMENT REQUEST #M06-07

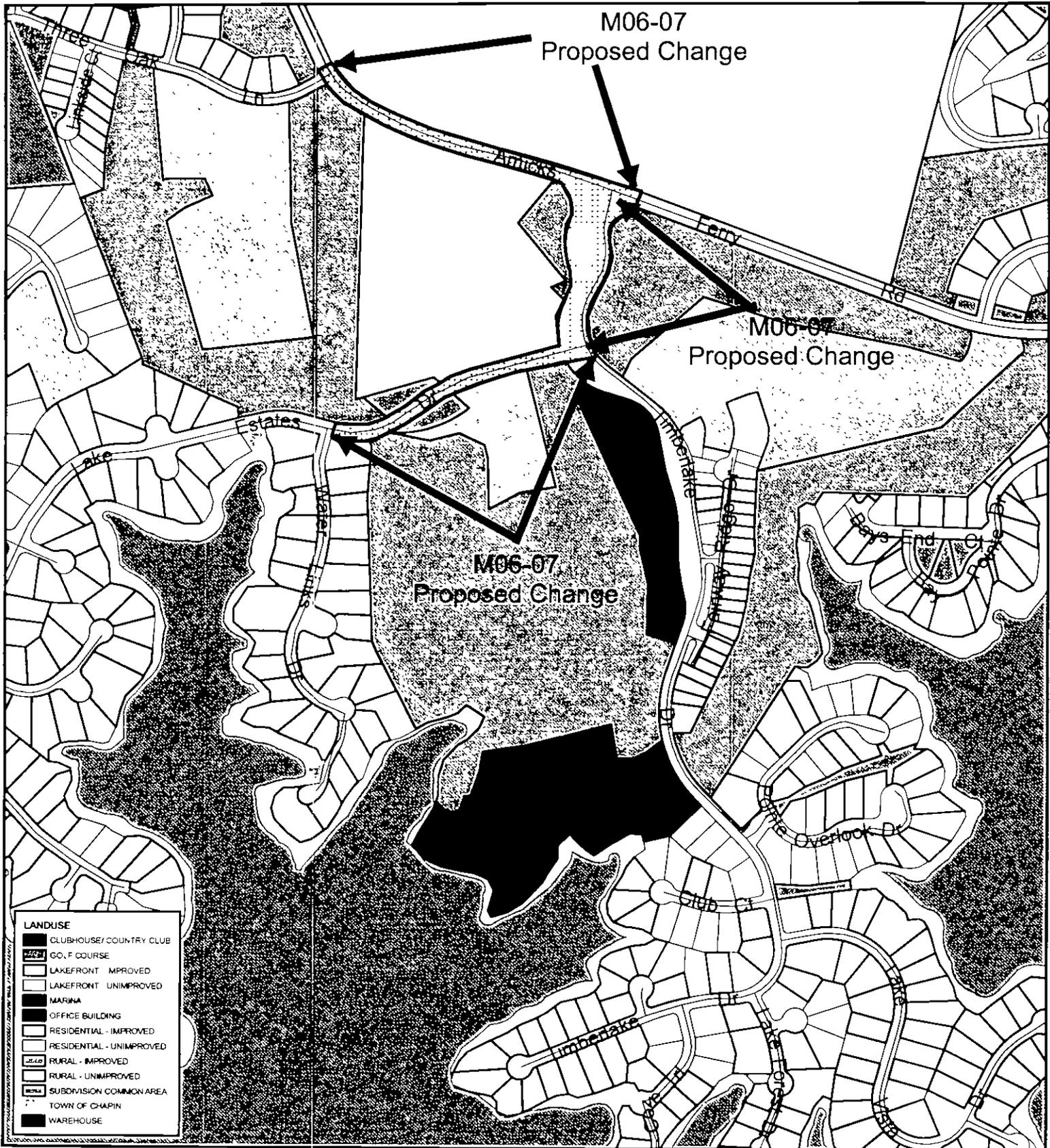


COUNTY COUNCIL MAP



Existing Zoning
Map Amendment # M06-07
Change from Local to Collector





Existing Landuse Map Amendment # M06-07 Change from Local to Collector



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 # M06-08

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

Lake Estates Drive (intersection of Timberlake Drive to Water Links Drive).

Zoning Classifications: (Current) Local (L) (Proposed) Residential Local Road (RL4)

TMS#: _____ Property Owner: _____

Reason for the request: All other residential construction on Lake Estates Drive is two houses per acre.

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: 05/30/06 Applicant: Owner [] Agent [X]

Phone #(s): home 803-345-6785

Signature: [Handwritten Signature] Printed Name: George L. Duke

Street/Mailing Address: 637 Webster Pointe Dr. Chapin SC 29036

Table with 2 columns: Date, Action. Rows: 05/30/06 Application Received, 9/7/06 Newspaper Advertisement, 7/7/06 Notices Mailed

Table with 2 columns: Date, Action. Rows: 05/30/06 Fee Received, 9/11/06 Property Posted, Planning Commission

Planning Commission Recommendation: _____

Table with 4 columns: Date, Action, Date, Action. Rows: 6/20/06 First Reading, 9/26/06 Public Hearing, Second Reading, Third Reading

Results: _____

STAFF SUMMARY
ZONING MAP AMENDMENT #M06-08

Description of the Amendment: This map amendment request is for a change in road classification for a portion of Lake Estates Drive from Local (L) to Residential Local Four Units/Acre (RL4)

Character of the Area: This is primarily a single family residential community that includes a golf course. Some of the properties have frontage on Lake Murray and on the golf course.

Zoning History: This property is in the Northern Lexington County Planning area zoned on August 1, 1987. Since this date, only two previous Map Amendments requested in the immediate area, M04-04, which was approved by County Council and M06-01, withdrawn by the applicant.

Council District: Six-Councilman Johnny W. Jeffcoat

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

Chapter 2. General Requirements

22.00 Street Classifications and Access

All streets on the zoning maps shall be designated one of the following classifications as shown on the Right-of-Way Plan. The columnar chart which follows in Section 22.02 identifies the type street required to provide access to each activity.

Arterial (A): A street of regional importance or a main road of the community which is expected to carry either heavy vehicular traffic volumes or high-speed traffic or both. Traffic intensive commercial, industrial and high-density residential activities should be encouraged to develop on Arterial roads.

Collector (C): A street which is used or intended to be used for moving traffic from local streets to Arterials. Collectors are generally shorter than Arterials, but carry high volumes of traffic. Therefore, development of land along Collectors should be compatible with high traffic volumes.

 Local (L): A street which primarily provides access to nonresidential land uses and connects residential streets to the Arterials and Collectors. Land uses should be compatible with higher traffic volumes. However, the most intensive land uses which generate extremely high levels of traffic should be prohibited from direct access. The following additional categories of Local streets are established to handle the special circumstances described:

Residential Local Six (RL6): A street with frontage over 50% residentially developed at the time of enactment of this Ordinance or platted as a residential subdivision. This type street is intended to accommodate residential activities at six dwelling units per acre. Access will be limited to this type development and allowed home occupations or accessory activities.

Residential Local Five (RL5): A street with frontage over 50% residentially developed at the time of enactment of this Ordinance or platted as a residential subdivision. This type street is intended to accommodate some residential activities at five dwelling units per acre. Access will be limited to this type development and allowed home occupations or accessory activities.

 Residential Local Four (RL4): A street with frontage over 50% residentially developed at the time of enactment of this Ordinance or platted as a residential subdivision. This type street is intended to accommodate some residential activities at four dwelling units per acre. Access will be limited to this type development and allowed home occupations or accessory activities.

Limited Local (LL): A street that contains a locational or design flaw which limits traffic volume. The conditions of the problem should be virtually impossible to correct or very unlikely to be improved. Access to this type street will be limited to those activities expected to generate traffic volumes equal to or less than Detached Residential development at four dwelling units per acre.

22.01 New Streets Created

Whenever new streets are added to the roadway system within the zoning jurisdiction of Lexington County, these streets shall be classified according to the criteria specified within this section. The Zoning Administrator, upon the approval and confirmation of the classification by the Planning Commission, shall cause same to be placed upon the zoning map.

22.02 Chart of Permitted Access by Street Classification

The following chart designates the street classifications necessary to access each of the major activities. A principal activity which is restricted from access to a specific street classification may not locate where the activity is reachable only through the use of a street with such a restricted classification.

There are limits placed on some activities allowed to access a Limited Local (LL) street classification. The last column in the chart describes the specific nature of these limits where they exist. They are expressed in either maximum number of dwelling units (DU) per acre, maximum number of beds per acre, or maximum floor area ratio (FAR). A floor area ratio is an expression of the total floor area of a structure

or building, including useable basements, compared to the total lot area. For example, a 1000 square foot building on a 10,000 square foot lot would have a floor area ratio of .10.

RA	C	L	RE6	RU5	RU4	I.E. & Max. Limits	ACTIVITIES
X	X	X				X .09 FAR	Administrative Offices
X							Advertising Signs
X	X	X					Airports
X	X	X					Animal Operations
X	X	X					Boat Docks
X	X						Bus and Transit Terminals
X	X	X				X .05 FAR	Business Services
X	X	X				X	Cemeteries
X	X	X					Child or Adult Day Care
X	X	X					Churches
X	X	X				X .03 FAR	Communication Towers
X	X	X					Community Education
X	X	X					Construction Services
X	X	X				X	Crops
X	X						Detention Centers
X	X	X				X	Essential Services (Limited)
X	X	X					Essential Services (Extensive)
X	X	X					Food Services
X	X	X					General Repair and Maintenance Services
X	X	X				X .03 FAR	General Retail (Limited)
X	X	X				X .03 FAR	General Retail (Extensive)
X	X	X	X*	X	X*		Group Assembly (Limited)
X	X	X	X*	X*	X*		Group Assembly (Intermediate)
X	X	X#					Group Assembly (Extensive)
X	X	X	X			X 5.5 DU/acre	Group Housing
X	X	X#					Hospitals
X	X	X					Kennels and Stables
X	X	X					Landfills (Limited)
X	X	X*					Landfills (Intermediate)
X	X*						Landfills (Extensive)
X	X	X					Manufacturing (Light Assembly)
X	X	X					Manufacturing (Limited)
X	X	X					Manufacturing (Intermediate)
X	X						Manufacturing (Extensive)
X	X	X					Marinas
X	X	X				X .07 FAR	Medical Services
X	X						Military Installations
X	X	X					Mining (Limited)
X	X	X					Mining (Intermediate)
X	X						Mining (Extensive)
X	X	X	X	X	X	X	Mini-Parks
X	X	X					Mini-Warehouses
X	X	X	X	X	X	X 4 DU/acre	Mobile Homes
X	X	X	X			X 6 DU/acre	Mobile Home Parks



A	C	RI	RL6	RL5	RL4	HL & Max. Limits	ACTIVITIES
X	X	X	X	X	X	X	Natural Reserves
X	X	X	X				Non-Assembly Cultural
X	X	X				X 12 Beds/acre	Nursing Homes
X	X	X				X .03 FAR	Personal Convenience Services
X	X	X				X	Plant Nurseries
X	X						Power Plants
X	X	X				X .09 FAR	Professional Services
X	X						Radioactive Materials Handling
X	X						Railroad
X	X	X					Recycling Centers
X	X	X				X .09 FAR	Research Services
X	X	X	X	X	X	X 4 DU/acre	Residential Detached
X	X	X	X	X		X 4 DU/acre	Residential Attached (2 Dwelling Units)
X	X	X	X			X 6 DU/acre	Residential Attached (3 or more Dwelling Units)
X	X	X	X			X 6 DU/acre	Retirement Centers/Assisted Living
X	X	X					Salvage/Wrecking Yard
X	X	X					Scrap Operations
X	X	X					Business Parks
X	X	X					Shopping Centers
X	X	X					Industrial Parks
X	X	X					Towing and Impoundment Lot
X	X	X					Trade Enterprises
X	X	X					Transient Habitation
X	X	X					Transport & Warehousing (Limited)
X	X	X					Transport & Warehousing (Extensive)
X	X	X					Transport Services
X	X	X					Undertaking
X	X	X	X	X	X	X	Utilities
X	X	X					Vehicle Parking
X	X	X				X	Vehicle Repair
X	X	X				X .03 FAR	Vehicle Sales
X	X	X					Vehicle Servicing (Limited)
X	X	X					Vehicle Servicing (Extensive)
X	X	X					Veterinarian
X	X	X					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.

22.30 Residential Density

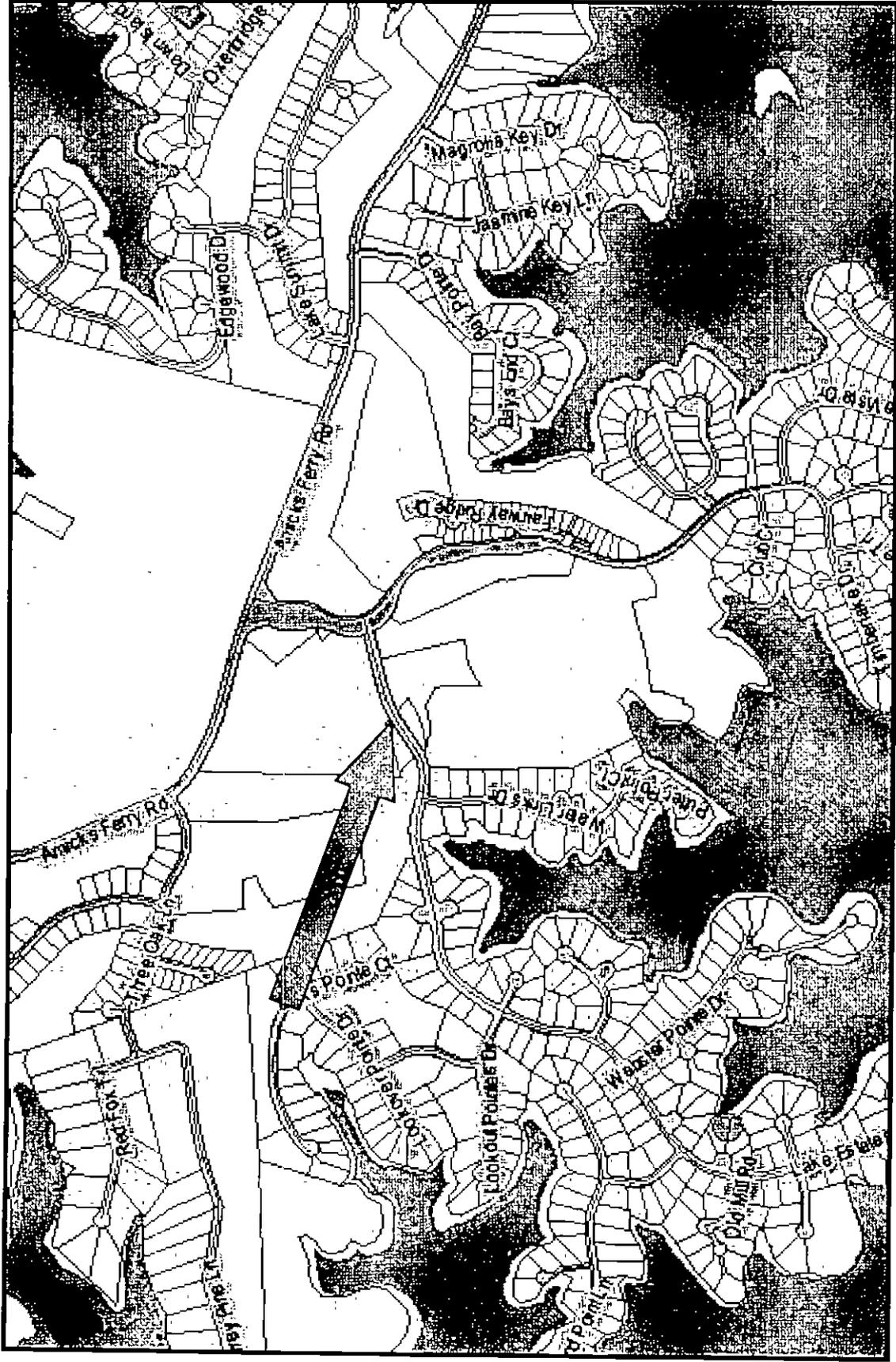
Residential types of activities as permitted in R1, R2, R3, D, and RA districts are subject to maximum density limits to support the contemplated activity. Density is to be measured as the total area of land within the property boundaries, including those which are permanently under water or subject to inundation, or which are contained in an easement, proposed roads, or other grant of use. However, density calculations shall not include rights-of-way for existing roads.

The allowable density of residential development shall be in accord with the following listings for the zoning districts and road classifications, the most restrictive of which shall apply. Minimum lot areas are then established via this table in conjunction with adherence to the buffering restrictions of Article 2, Chapter 3. However, nothing contained herein shall be construed so as to circumvent the specific lot area requirements of DHEC regulations as administered by the Lexington County Health Department for individual wells and septic tanks.

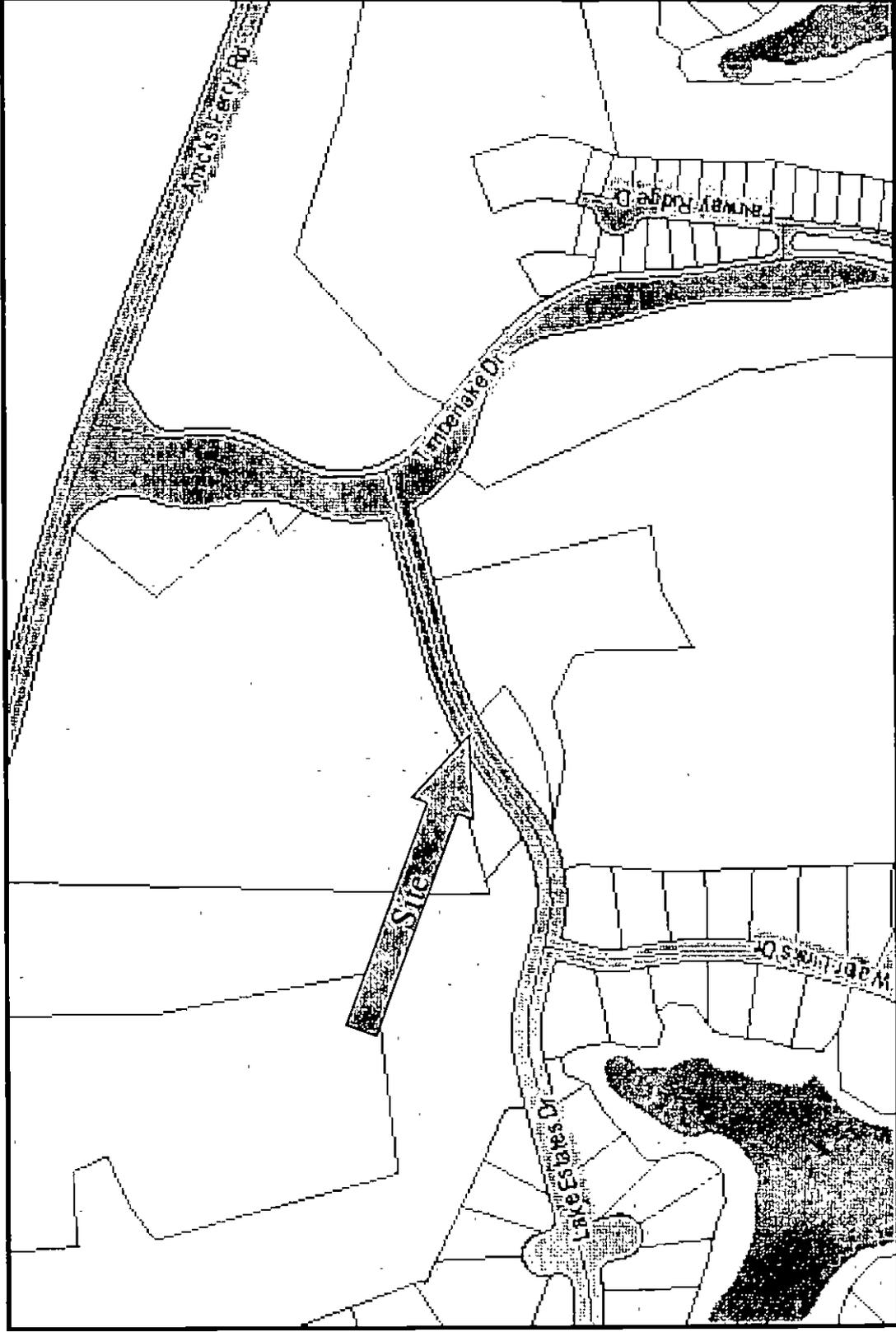
<u>ZONING DISTRICT</u>		<u>DENSITY (dwelling units per gross acre)</u>
	R3	20
	R2	8
	R1, D, RA	4
<u>STREET CLASSIFICATION</u>		<u>DENSITY (dwelling units per gross acre)</u>
	A Arterial	Unlimited
	C Collector	12
	L Local	8
	RL6 Residential Local Six	6
	RL5 Residential Local Five	5
	RL4 Residential Local Four	4
	LL Limited Local	4*

* Refer to Section 22.00 for a full understanding of the Limited Local restrictions.

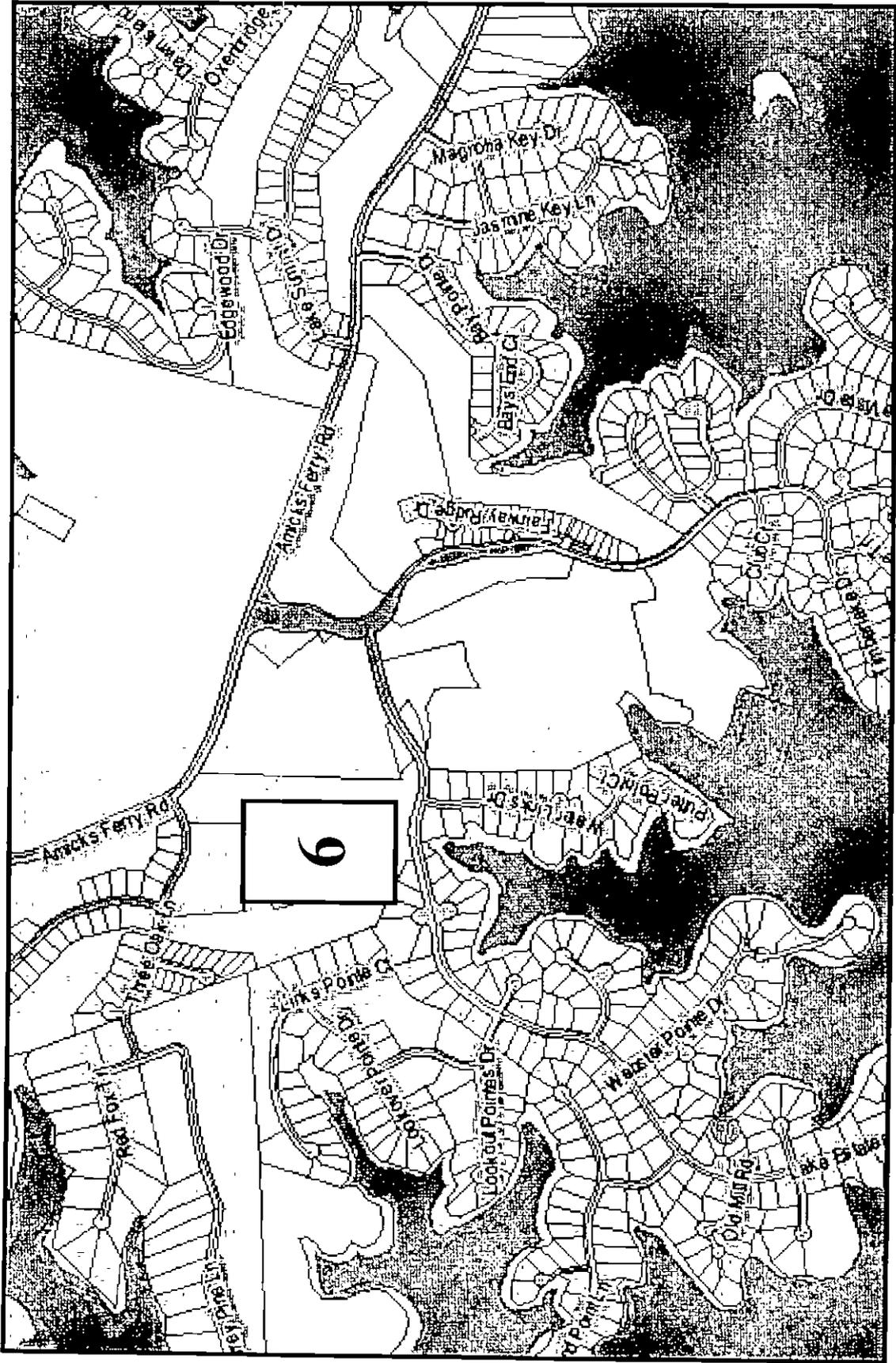
A lot in existence prior to the adoption of this Ordinance, which does not comply with the requirements of this section, shall be allowed to support one dwelling unit without regard to density or lot area, provided the activity complies with all other zoning requirements and any applicable health and safety standards.



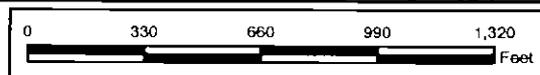
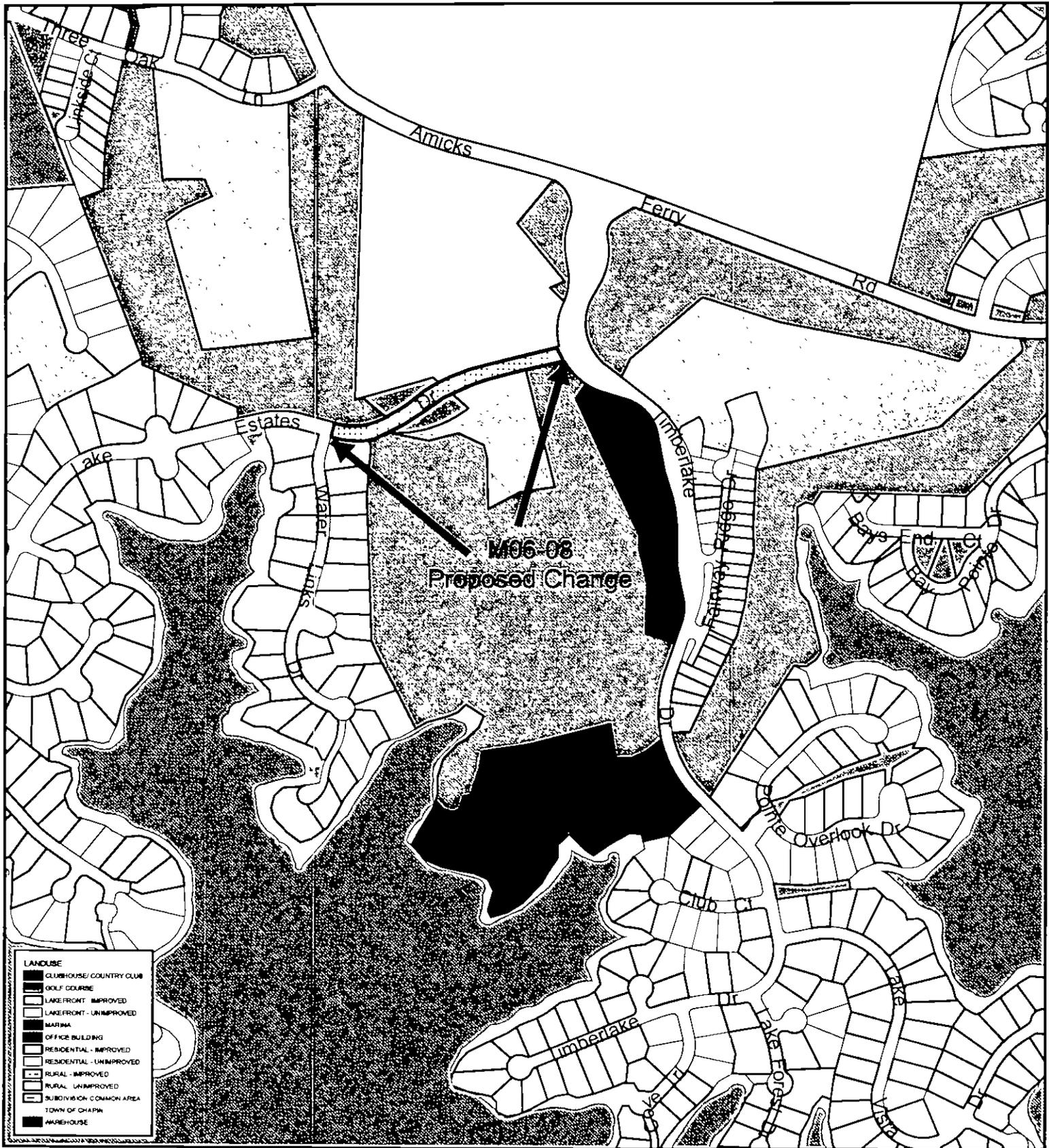
ZONING MAP AMENDMENT REQUEST #M06-08



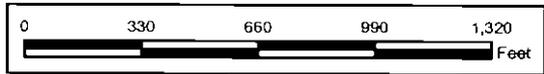
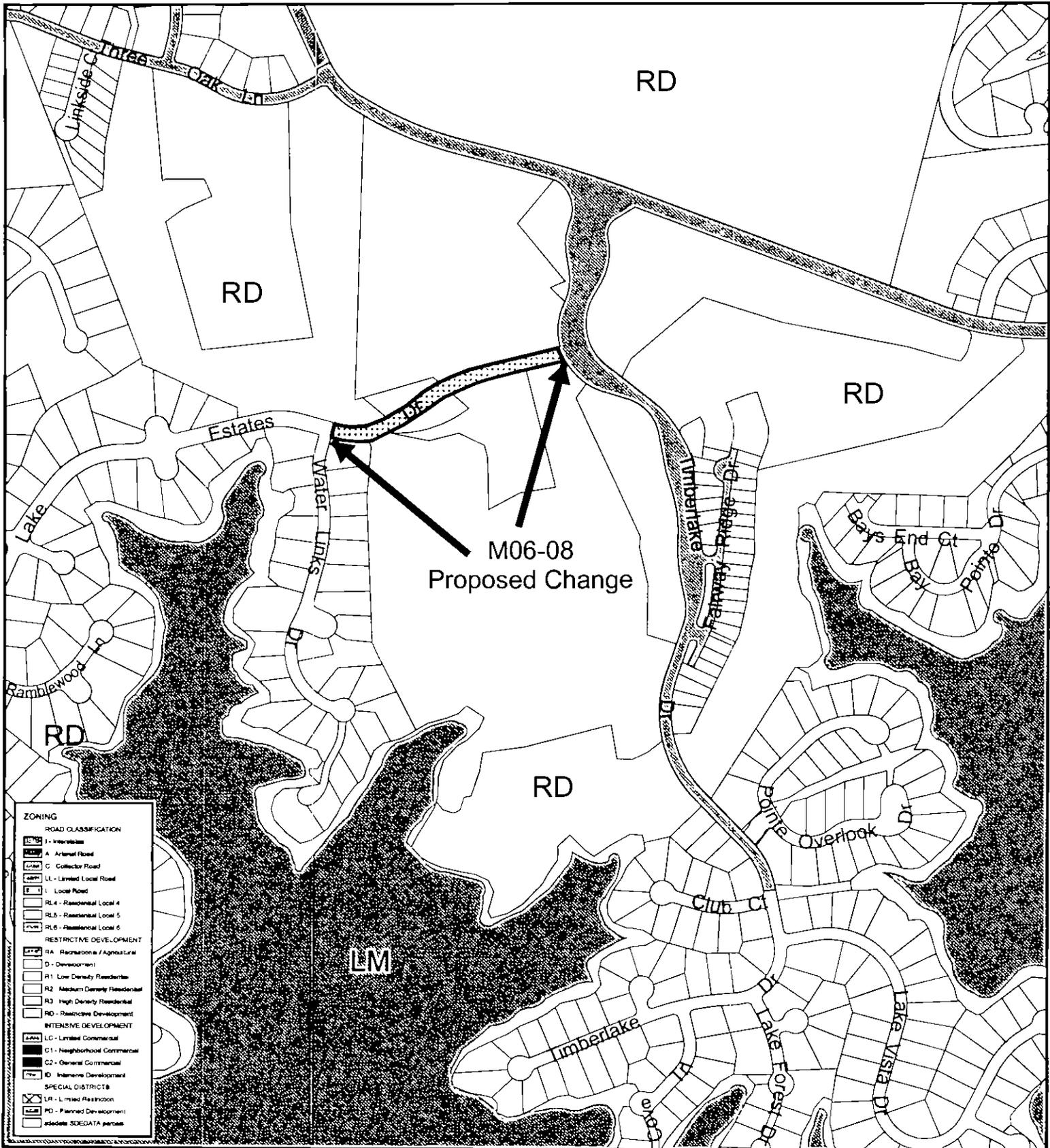
ZONING MAP AMENDMENT REQUEST #M06-08



COUNTY COUNCIL MAP



Existing Landuse
Map Amendment # M06-08
Change from Local, (L), to Residential Local 4, (RL4)



**Existing Zoning
Map Amendment # M06-08
Change from Local, (L), to Residential Local 4, (RL4)**