

**AGENDA**  
**LEXINGTON COUNTY COUNCIL**

**Committee Meetings**

**Tuesday, May 23, 2006**

**Second Floor - County Administration Building**

**212 South Lake Drive, Lexington, SC 29072**

**Telephone - 803-785-8103 -- FAX 803-785-8101**

**12:55 p.m. - 1:00 p.m. - Justice**

- (1) Memorandum of Understanding With the Town of Pelion - Sheriff's Department -  
Chief Bruce Rucker, Assistant Sheriff and Director of Public Safety and Homeland Security . . . **A**
- (2) Old Business/New Business
- (3) Adjournment

**1:00 p.m. - 1:15 p.m. - Public Works**

- (1) Clay Hill Road Reconsideration - Public Works - John Fachtel, Director . . . . . **B**
- (2) Old Business/New Business
- (3) Adjournment

**1:15 p.m. - 2:00 p.m. - Economic Development**

- (1) Project Unity - Reimbursement Resolution - Economic Development, Al Burns, Director . . . . . **C**
- (2) Adoption of the Resolution Authorizing an Incentive and Inducement Agreement Between  
Lexington County and Project Pyramid - Economic Development, Al Burns, Director . . . . . **D**
- (3) Old Business/New Business
- (4) Adjournment

**2:00 p.m. - 3:00 p.m. - Committee of the Whole**

- (1) Update of the Cultural Council of Richland & Lexington Counties - Mr. Andrew M. Witt,  
Executive Director, 930 Richland Street, Columbia, SC 29201
- (2) Program Year 2006 Local Workforce Investment Area (LWIA) Plan Modification -  
Workforce Development Board, Ms. Bonnie Austin, Executive Director,  
100 Executive Center Drive, Suite 218, Columbia, SC 29210 . . . . . **E**
- (3) Law Enforcement **Budget Revision** - Sheriff's Department - Chief Keith Kirchner . . . . . **F**
  - A.** School Resource Officer for School District 1
  - B.** Fleet Replacement Funding
- (4) Victim's Bill of Rights **Budget Revision** - Solicitor/Magistrate Court Services/Law  
Enforcement - Chief Keith Kirchner . . . . . **G**
- (5) Decal Issuance and Vehicle Registration **Budget Revision** - Treasurer - William Rowell,  
Treasurer . . . . . **H**
- (6) Old Business/New Business
- (7) Adjournment

**Justice**

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

**Public Works**

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

**Economic Development**

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

**Committee of the Whole**

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

**A G E N D A**  
**LEXINGTON COUNTY COUNCIL**

**Tuesday, May 23, 2006**

**Second Floor - Council Chambers - County Administration Building**

**212 South Lake Drive, Lexington, South Carolina 29072**

**Telephone - 803-785-8103 FAX - 803-785-8101**

**4:30 P.M. - COUNCIL CHAMBERS**

**Call to Order/Invocation**

**Pledge of Allegiance**

**Employee Recognition - Art Brooks, County Administrator**

**Presentation of Resolutions**

- (1) Joshua daSilva Atria Presented by Councilman Johnny Jeffcoat
- (2) Justin Nichols Atria Presented by Councilman Johnny Jeffcoat
- (3) Ted O. McGee, Jr. Presented by Councilman Joe Owens

**Resolutions ..... I**

- (1) Gilbert High School Indians Baseball Team
- (2) National Homeownership Month

**Appointments ..... J**

**Bids/Purchases/RFPs**

- (1) First Responder Bags - Public Safety/EMS ..... K

**Chairman's Report**

**Administrator's Report**

**Approval of Minutes - Minutes of April 25, 2006 ..... L**

**Zoning Amendments**

- (1) Zoning Text Amendment T06-05 - Article 2 - Application of Regulations; Schedule of Permitted Uses, General Requirements, Buffering Restrictions - Announcement of 1<sup>st</sup> Reading ..... **M**
- (2) Zoning Map Amendment M06-06 - Road Classification of Indian River Drive from Local (L) to Residential Local Four (RL4) Road - Announcement of 1<sup>st</sup> Reading ..... **N**

**Ordinances**

- (1) Ordinance 06-01 - Authorizing the Execution and Delivery of a Fee Agreement Between Lexington County and SCE&G - 3<sup>rd</sup> and Final Reading ..... **O**
- (2) Ordinance 06-02 - Amendment to Amend Ordinance 95-12 and to Approve the Amendment Of Joint County Industrial Park with Calhoun County - 3<sup>rd</sup> and Final Reading ..... **P**

**Committee Reports**

**Planning & Administration, J. Owens, Chairman**

- (1) Library Services and Technology Act (LSTA) Continuing Education Sub-Grant ..... **Q**

**Economic Development, J. Jeffcoat, Chairman**

- (1) Adoption of the Resolution Authorizing an Incentive and Inducement Agreement Between Lexington County and Project Pyramid - Economic Development - **Tab D**

**Committee of the Whole, M. Todd Cullum, Chairman**

- (1) Program Year 2006 Local Workforce Investment Area (LWIA) Plan Modification - Workforce Development Board - **Tab E**

**6:00 P.M. - Public Hearing**

- (1) Ordinance 06-03 - FY2006-07 General and Non-General Fund Budgets ..... **R**

**Ordinance 06-03 - FY2006-07 General and Non-General Fund Budgets**

- (1) Consideration of Changes to Ordinance 06-03 - FY2006-07 General and Non-General Fund Budgets - **Tab R**
- (2) Ordinance 06-03 - FY2006-07 General and Non-General Fund Budgets - 2<sup>nd</sup> Reading - **Tab R**

**Budget Amendment Resolutions**

**OLD BUSINESS/NEW BUSINESS**

**EXECUTIVE SESSION/LEGAL BRIEFING**

**MATTERS REQUIRING A VOTE AS A RESULT OF EXECUTIVE SESSION**

**ADJOURNMENT**

## MEMORANUDM OF UNDERSTANDING

between:

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

and

**Town of Pelion  
1010 Main Street  
Pelion, SC 29123**

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 Pelion (hereinafter Pelion) 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 Pelion law enforcement jurisdiction under the aforementioned statutory and constitutional authority to those areas so situated and specifically, but not limited to that area within three miles of the town limits.

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 Pelion shall not be deemed extended into areas of operation that are located outside the geopolitical territorial limits of the Town of Pelion.**

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 Pelion 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**

\_\_\_\_\_  
**Chris Garner**  
**Chief of Police, Town of Pelion**

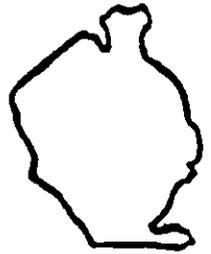
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**date**

\_\_\_\_\_  
**Charles Haggard**  
**Mayor**  
**Town of Pelion**

\_\_\_\_\_  
**date**



COUNTY OF LEXINGTON  
PUBLIC WORKS DEPARTMENT  
ENGINEERING



MEMORANDUM

DATE: May 15, 2006

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

FROM: John Fechtel, Public Works Director  
Assistant County Administrator 

RE: Clay Hill Road Reconsideration

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The Public Works Committee met on April 25, 2006 and several questions arose concerning the original Clay Hill Road paving project. A portion of road (0.5 mile) is now being reconsidered for paving. The attached (Exhibit "A") is a recap of the original paving status, listing right-of-way issues, cost of project by engineering, construction (paving), RAP (recycled asphalt product) and utility relocations. We also compared the contract price for asphalt for Clay Hill Road bid in March 2004 against Buck Corley Road prices bid in January 2006.

The reconsideration petition was signed, in part, by William Shealy, Jr. in 2006 (Exhibit "B"). When the original project was in the right-of-way acquisition phase, Mr. Shealy would not consent to giving right-of-way (Exhibit "C") on July 14, 2000, but did agree on August 11, 2000 (Exhibit "D"). Once initial plans were presented to him, he signed the right-of-way document and then asked that it be returned (changed his mind). In 2006, (as stated before and shown as Exhibit "B"), Mr. Shealy indicated he wanted the road paved.

When Clay Hill Road was initially bid out, the asphalt contract was \$50.67/ton (March 2004). We compared it to Buck Corley Road and the asphalt contract was \$65.00/ton (December 2005).

Please present this information to the Public Works Committee for their consideration.

EXHIBIT A

Right of Way Issues and Associated Paving and RAP Costs

Clay Hill Road

A. The original petitioned length for Clay Hill Road was 3.10 miles and the original petition is enclosed.

B. Approximately 0.90 miles of Clay Hill Road was paved where right of way and storm drainage easements were obtained.

C. Recycled Asphalt was placed on approximately 2.20 miles of Clay Hill Road where right of way could not be secured. The following is a list of property owners that would not sign the necessary right of way and/or storm drainage easements

TMS Number	Property Owner	Status
1 010800-04-008 010800-04-007	Martha V S & Norris Hayes	Signed original petition and signed letter stating they would provide r/w and/or drainage easements Signed r/w document and then revoked it due to not wanting to sign for drainage easement
2 010800-04-004 010800-04-005 010800-06-022	Sarah & Carolyn Wise	Signed original petition and signed letter stating they would provide r/w and/or drainage easements with some stipulations as outlined on attached letter Did not want to sign drainage easement and therefore did not provide r/w
3 010800-01-025	Francis Elizabeth G. Shealy Now William H. Shealy, Jr	William H. Shealy, Sr. signed original petition Didn't want to provide r/w or drainage easement on original letter but later signed stating that he would provide r/w and drainage easements Signed r/w document when presented but later revoked it William H. Shealy, Jr. signed new petition for paving from Fish Hatchery Road to railroad bed
4 011800-02-080 011800-02-048	James Lloyd Lucas, Sr. c/o Jackie Lucas	Would not sign unless Sarah and Carolyn Wise signed
5 011822-01-011	John Teem	Would not sign due to losing trees He had a land contract with Carolina Realty, may not own property now

D. The following is a breakdown of the actual costs associated with paving and placing the RAP. It includes engineering and utility relocation costs

Expenditures	Amount	Description
Engrl	\$ 147,744.96	There will be a change order leaving approximately \$27,332.04 available
Paving	\$ 411,826.07	There will be a change order leaving approximately \$23,671.26 available
RAP	\$ 100,528.00	The retainage has not been paid (\$10,062.80) for the RAP but is included in the Actual Expenditures
SCE&G	\$ 71,851.00	The power pole relocation cost would have been greater if the entire 3.10 miles had been paved
P&T	\$ 2,635.00	The phone pedestal relocation cost would have been greater if the entire 3.10 miles had been paved
<b>Total</b>	<b>\$ 734,685.03</b>	

E. The actual paving cost (construction only) for Clay Hill Road was \$457,584 per mile. The unit price for asphalt was \$50.67 per ton as per bid. The contract is enclosed.

F. The paving cost (construction only) for Buck Corley Road is \$828,681.45 per mile. The unit price for asphalt is \$65.00 per ton as per bid. The contract is enclosed.

# Exhibit B

(STATE OF SOUTH CAROLINA)  
(COUNTY OF LEXINGTON)

PETITION.

We, the undersigned residents and property owners, living on portion of Clay Hill Road from Fish Hatchery Road to the old railroad bed, in House District 96, Council District 1 of Lexington County, hereby request the Lexington County Department of Public Works to evaluate the referenced road for paving, which is approximately 0.5 mile(s) long. We hereby certify that 2 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 by the South Carolina Department of Transportation 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.

# Exhibit B

NAME

ADDRESS

DATE

TELEPHONE#

*William J. O'Connell* 357 Clay Hill Rd Pelham, Ga 30123  
755-1374

*Madeline D. Handman* - 358 Clay Hill Rd Pelham, Ga  
755-1568



Exhibit D



Frances Elizabeth Shealy  
C/O Billy Shealy  
Clay Hill Road, 10800-01-025

I/We would like for Lexington County to proceed to the next phase of the paving process and I/we understand that right of way and/or drainage easement documents may need to be signed at some time in the future once the plans are completed and I/we are willing to sign the necessary documents upon review and approval of final plans.

Sign William H. Shealy Date 9-11-00

Print Name William H. Shealy Telephone 755-1374

Sign \_\_\_\_\_ Date \_\_\_\_\_

Print Name \_\_\_\_\_

I/We would not be interested in having the road paved nor providing any right of way and/or drainage easements.

Sign \_\_\_\_\_ Date \_\_\_\_\_

Print Name \_\_\_\_\_ Telephone \_\_\_\_\_

Sign \_\_\_\_\_ Date \_\_\_\_\_

Print Name \_\_\_\_\_

\*Note: Please sign the appropriate statement even if you are opposed and return as soon as possible.



COUNTY OF LEXINGTON  
PUBLIC WORKS DEPARTMENT  
ENGINEERING



4.25.06

MEMORANDUM

DATE: April 18, 2006

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

FROM: John Fechtel, Public Works Director  
Assistant County Administrator

RE: Reconsideration for Paving a Portion of Clay Hill Road

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We have been contacted by members of the Hensler family about paving approximately 2500 linear-feet of Clay Hill Road. Clay Hill Road was approved for paving in 1999, letters were sent and a majority of property owners agreed to provide the necessary road right-of-way and drainage easements.

Once plans were complete, we attempted to have all documents signed. Apparently when the right-of-way agents for our engineering company first met with the property owners, they discussed road right-of-way and not drainage easements. When the agents went back for the drainage easement signatures, several property owners would not sign. Based on this, we could pave about one-mile of the approximately three-mile road. Milled / crushed asphalt has been placed in the areas where right-of-way was not obtained.

As stated before, the Hensler family owns both sides of the road for approximately 2500 linear-feet and are now willing to provide the necessary road right-of-way and drainage easements. In the past our policy has been if an entire road was dropped due to right-of-way issues, we would require it to be petitioned again and re-ranked on the priority list. If a road was committed to, as in Clay Hill Road, then we would ask County Council for reconsideration, which has been our policy to this point.

If Council approves, we will need approximately \$55,000.00 total in "C" Funds for Public Works to pave this section (materials only) We currently have \$8,900.00 in the Clay Hill Road account, requiring an additional \$46,100.00.

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

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## Program Year 2006 LWIA Plan Modification

### I. Identifying Information

Workforce Investment Area Midlands

Check applicable submission content and enter the submission date:

Submission of Sections I, II & III *(must be submitted by April 28, 2006)*  
 Submission of Sections IV, V, VI, VII & VIII *(must be submitted by May 26, 2006)*

Submission Date April 28, 2006

<b>Name(s) and Title(s) of Chief Elected Official(s)</b> Richland – Tony Mizzell, Chairman Lexington – M. Todd Cullum, Chairman Fairfield – David Ferguson, Chairman
<b>Mailing Address(es) of Chief Elected Official(s)</b> Richland – 2020 Hampton Street Columbia, SC 29204 Lexington – 212 South Lake Drive Lexington SC 29072 Fairfield – Post Office Drawer 60 Winnsboro, SC 29180
<b>Name of Local Workforce Investment Board</b> Midlands Workforce Development Board
<b>Name of WIB Chairperson</b> Chevis F. "Chet" Ballentine
<b>Mailing Address of WIB Chairperson</b> 521 Carriage Lake Drive Lexington, SC 29072
<b>Telephone Number:</b> (803) 356-0155 <b>Facsimile Number:</b> (803) 896-6538 <b>E-mail Address:</b> <a href="mailto:curveslex@alltel.net">curveslex@alltel.net</a>
<b>Name and Title of Signatory for the Administrative Entity</b> Norman Whitaker, Executive Director Central Midlands Council of Governments
<b>Mailing Address of Signatory</b> 236 Stoneridge Drive Columbia, SC 29210
<b>Telephone Number:</b> (803) 376-5390 <b>Facsimile Number:</b> (803) 376-5394 <b>E-mail Address:</b> <a href="mailto:nwhitaker@centralmidlands.org">nwhitaker@centralmidlands.org</a>

## II. Local Area Goals

- A. Evaluate your local area's progress towards reaching its PY 2005 economic and workforce goals. Highlight the local area's major accomplishments during PY 2005. *(Please limit your response to two [2] pages or less.)*

The Midlands PY 2005 goals focused on enhancing One-Stop services through the following methods: expanding WorkKeys; upgrading professional skills of our front-line staff; improving the image and capacity of the One-Stop Centers; raising awareness of our services in the business market, and, achieving all performance goals established for PY 2004. We are pleased that all of those objectives are either completed or near completion

### Major Accomplishments:

- WorkKeys assessments exceeded 4,450 for more than 1,440 individuals in less than one year.
- WorkKeys Job Profiles number more than 20 in just over a one year period
- Earned more than \$52,000 in assessments and approximately \$15,000 in Job Profiles for the WorkKeys program during the first year of implementation.
- By the end of Program Year 2005, six front-line staff have completed the Dynamic Works training with the balance of staff in process to complete.
- Nine front-line staff began Career Development Facilitator (CDF) training in April 2006 along with one partner front-line staff.
- Renovations to the Lexington One-Stop were completed giving capacity for a full-time WIA eligibility certifier and a new partner workstation as well an additional training room. The training room has allowed for GED training in the Lexington One-Stop for the first time as well as space for large group WorkKeys assessments
- 25 employers received over \$240,000 to train employees in diverse occupations from technology based industries to child development occupations.
- Two Employer Recognition Luncheons with over 200 employers at each were held in Program Year 2005 to market WIA, One-Stop and WorkKeys to local human resource and economic development staff
- The Midlands exceeded performance measures in all but three indicators for Program Year 2004. The three that were not exceeded were met.

## Midlands 2006 Plan Modification

The WorkKeys program has been so well received by business that the MWDB has chosen to use it as the centerpiece of our Business services. The MWDB has showcased the program in two Employer Recognition ceremonies held this past year. The success of these events and the strong business turnout and resulting feedback were overwhelming. Business sector awareness of the One-Stop system as a solution to human resource challenges has been heightened. MWDB's enhanced image has opened new opportunities to work with businesses expanding and/or locating in the Midlands area to meet their workforce needs. As a part of further implementing the Business Plan written by the One-Stop partners, the MWDB has committed to growing the relationship with business partners to provide better services to both employer customers and those seeking career advancement through the One-Stop.

In PY05, the MWDB followed through on its recognition of the need for a structured, cohesive approach to professional development. Staff participation requirements were written into RFPs issued last year. The Board is pleased that the contractors have exceeded the requirements set in the RFP and are striving for all front-line staff to complete the Dynamic Works certification by the end of the Program Year. In a next step on the path of continuous improvement in professional development, the first WIA-sponsored Career Development Facilitator (CDF) training will begin April 28, 2006 for a number of the front-line staff. Training of this first group will be completed next Program Year. The MWDB feels strongly that this training along with seminars and conference attendance will upgrade the level of service provided to One-Stop job seeking and career advancement seeking customers.

**B. Describe the economic and workforce goals your local area has established for Program Year 2006. (Please limit your response to one [1] page.)**

The Midlands plans to capitalize on the momentum gained this past year from expansion of our employer services and professional staff development efforts. Our employer services will continue to be market-driven and flexible enough to be responsive to the needs of our customers. Our key activities will include the following:

- Establish a Business Center to provide an array of services to business customers in a cohesive environment in a new or existing facility;
- Expand MWIA employer services unit by adding marketing management capacity and On-the-Job Training staff resources;
- Grow our WorkKeys program with goals to administer a minimum of 4,000 assessments to at least 750 individuals and to complete at least 25 WorkKeys job profiles;
- Engage a minimum of 10 businesses utilizing the On-the-Job Training program;

## Midlands 2006 Plan Modification

- Maximize marketing by engaging at least 50% of the Incumbent Worker Training (IWT) businesses in the utilization of WorkKeys solutions;
- Procure a new provider of WIA services to expand assistance to Dislocated Workers in the Midlands increase the number served and maximize utilization of DW financial resources;
- Develop new relevant and responsive business services based on employer feedback and suggestions garnered from increased connectivity to economic development, WorkKeys and Incumbent Worker Training relationship building;
- Collaborate with education and economic development stakeholders and interest groups for the successful implementation of EEDA;
- Implement program design changes for Common Measures; and
- Meet all PY 05 performance measures

### III. Systems and Programmatic Updates

*(Items A-E: Address all items.)*

- A. Provide a listing of the one-stop centers in your local area. Indicate whether these one-stops are comprehensive or satellite centers. Describe any changes in management, configuration or naming of your area's one-stop centers that occurred in PY 2005 or are planned in PY 2006. Include the addition and/or deletion of one-stop centers.**

Columbia (comprehensive) – 700 Taylor Street Columbia, SC 29201

Lexington (satellite) – 714 South Lake Drive Lexington, SC 29072

Winnsboro (satellite) – 1009 Kincaid Bridge Road Winnsboro, SC 29180

The three Workforce Centers listed above are the original centers chartered by the Midlands Workforce Development Board and are currently certified Workforce Centers.

- B. Provide the current status of the Workforce Investment Board (WIB).**
- **If your Board is a WIB, complete section A of the Board Composition Form and WIB Membership Form A.**  
See attached form
  - **If your Board is an alternative entity, complete section B of the Board Composition Form and WIB Membership Form B.**
- C. For each current Board vacancy, indicate how long the seat has been vacant, what is being done to fill it and when the vacancy is anticipated to be filled. Specify any special problems you are having**

Midlands 2006 Plan Modification

in filling the vacancies.

There are no vacancies on the Midlands Workforce Development Board.

- D. Using the Youth Council Membership Form, provide the current status of the Council.

See attached form.

- E. For each current Youth Council vacancy, indicate how long the seat has been vacant, what is being done to fill it and when the vacancy is anticipated to be filled.

There are no vacancies on the Midlands Workforce Development Board's Youth Council.

*(Items F-Q: Address only those items for which there has been a significant change since the submission of your PY 2005 plan and addendum.)*

- F. If your local area's Priority of Service Policy has been revised, provide a copy of the new policy.

- G. If your local area's self-sufficiency definition for adults and dislocated workers has changed, provide the new definitions and submit the corresponding Self-Sufficiency Guidelines chart(s). Explain the rationale for selecting the percentage of the lower living standard income level (LLSIL) used in the local area's self-sufficiency definition.

Section 663.230 of the Federal Regulation outlines the minimum criteria that must be used by local boards in establishing their self-sufficiency policies. While the methodology for adults utilizes the lower living standard income level (LLSIL), an exception to this requirement is included for dislocated workers. For this customer group, self-sufficiency may be defined in relation to a percentage of the lay-off wage (this approach is recommended).

- H. If the local area's definition or method of documentation for the sixth youth eligibility criterion has changed, provide the new definition and method of documentation.

- I. If the local area's list of additional barriers for youth has been revised, provide the new list.

- J. Describe the process that will be used to procure and award PY 2006 youth program contracts/grants if it differs from the PY 2005 process.

- K. Describe any significant changes in services to eligible youth, including those most in need.

## Midlands 2006 Plan Modification

The Midlands has focused energy on the Department of Labor's Youth Vision for two years. We have established closer collaboration with targeted organizations and our existing contractors. We have continued our commitment to serving primarily out-of-school youth. In doing so, staff has identified new referral sources of out-of-school youth most-in-need.

We have always worked closely with our Adult Education partners but we have embarked on closer collaboration particularly in Fairfield County where the drop-out rate and illiteracy rates are problematic. Fairfield County is experiencing some business growth opportunities which should provide Fairfield County residents with new employment opportunities. Following strategic planning with Adult Education and MWIA staff, the WIA Youth and Adult/Dislocated Worker contractors are working together to develop a cross-referral form to share participant information in a timely and efficient way. The collaborative work resulting in the form itself will foster close collaboration with all parties and ultimately serve clients better.

MWIA staff has met with Department of Juvenile Justice staff several times in the past months to develop opportunities to serve youth. In addition to the one-on-one meetings, DJJ has been an active participant in the Midlands forums to develop strategies to serve youthful offenders and to provide program enhancements to attract and retain targeted WIA participants. The Midlands participated in SCDJJ's "charette", a period of intense design and planning for solving a design challenge, in March to facilitate collaboration among various service providers as well.

The Midlands has partnered with another state agency serving most-in-need youth, Wil Lou Gray Opportunity School. This residential program is designed to serve youth who have dropped out of school and are at risk for or have engaged in criminal activity. The program focuses on academic skills, achieving Graduation Equivalency Degrees (GEDs) where feasible and developing life skills and enhancing employment opportunities. Based on the objectives of the program, this is an ideal collaboration opportunity for MWIA. Through this partnership, MWIA is able to bring additional employment oriented services to the participants and support their transition back into their home environments and entry into post-secondary education, advanced training and/or employment. This pilot project began in March 2006 with almost sixty participants enrolled in WIA. Thus far we are very excited about the results. Graduation for this first group is scheduled for June 2006. We intend to continue the partnership with future classes at Wil Lou Gray Opportunity School.

- L. Describe any significant changes in services to adults and/or dislocated workers in your area.**
- M. Describe any significant changes in services to non-English speaking customers in your local area.**
- N. Describe any significant changes in faith-based activities in your**

local area.

**O. Describe any changes in the WIB's strategy for better alignment and increased coordination and collaboration between the local workforce investment area and economic development.**

The Midlands committed staff and resources to expanding business services during Program Year 2005. This has resulted in increased awareness and participation from the business community on many fronts. Our relationships with Richland, Lexington and Fairfield County Councils, the Greater Columbia and Fairfield County Chambers of Commerce, Fort Jackson and McEntire Air National Guard, the Central Midlands Council of Governments and trade and employer organizations have blossomed during the past year and are now resulting in increased connections with key business and industry including those new to the area. Our relationships are bringing new opportunities to market our services in the following ways:

- MWIA staff met with Richland County Administration staff to explore a partnership utilizing Community Development Block Grant (CDBG) funds to support affiliate One-Stops to deliver services in rural areas;
- MWIA and WIA staff have participated in Fairfield County Chamber of Commerce events including Job Fairs and presentations at employer meetings. Both led to one-on-one visits with key industries that have hiring needs in the area;
- MWIA staff worked closely with the Fairfield County Economic Development Director as existing industries expanded capacity and experienced new hiring needs. This resulted in bringing WorkKeys solutions beyond simply the Job Profile being utilized;
- MWIA staff collaborated with Lexington County Administration staff to apply for Community Development Block Grant (CDBG) funds to support affiliate One-Stops to deliver services in rural areas;
- West Metro Chamber of Commerce has continued to assist MWIA staff in marketing WIA and One-Stop services to employers within their membership;
- MWIA staff coordinated with local legislators (Senate and House) from all three counties to apply for recent Economic Development funding available through to SC Budget and Control Board to provide a skill analysis of the job seekers in local communities to assist economic developers in bringing new industry into the areas;
- Since joining the Central Midlands Council of Governments (CMCOG), MWIA staff has coordinated with the Economic Development staff to assist in regional planning and strategies as well as grant opportunities;

## Midlands 2006 Plan Modification

- MWIA staff worked with CMCOG staff and other community leaders (including Greater Columbia Chamber of Commerce and the military installations) to develop a contingency plan strategies in the event Fort Jackson and/or McEntire Air National Guard were selected for closure or realignment in the 2005 BRAC recommendations;
- MWIA staff coordinated with SWIAD staff to apply for and received a DOL BRAC grant in August 2005 resulting in an opportunity for new dialogue between community leaders including the Greater Columbia Chamber of Commerce and MWDB and military leaders at both installations. MWIA staff met with Greater Columbia Chamber of Commerce representatives for strategic planning and with Sumter city and county representatives to share ideas on economic development and the needs of incoming military families.
- MWIA explored applying for DOL's WIRED grant with the Central South Carolina Economic Development Alliance creating new dialogue with economic development staff there;
- Referrals to key industries expanding and relocating within the region have resulted from working closely with the CMCOG Board of Directors to address employment and economic development needs in the area:
- Educating and promoting WIA and One-Stop services through trade organizations including the SC Hospitality Association and Employers Association of SC provide access to smaller expanding businesses that may be otherwise unaware of services the MWDB is able to deliver,
- Members involved in economic development from all three Midlands counties have been invited to the Employer Recognition luncheons to gain a better understanding of our programs and services through testimonials by employers using MWDB services.

### **P. Describe any changes in your area's plans to further enhance service integration and create a more seamless delivery system.**

The MWDB committed to professional development of its front-line staff during Program Year 2005 and feel this has positively impacted overall service in the One-Stop. By the end of Program Year 2005 all the front-line staff for Adult, Dislocated Worker and Youth programs will have completed or nearly completed Workforce Development Professional training through Dynamic Works. In addition to base-line WIA and One-Stop training, in April 2006 nine front-line staff and one One-Stop partner staff will begin the very intensive Career Development Facilitator (CDF) training leading to that national certification. Our newest One-Stop partner, the SC National Guard, staff has enrolled in this training along side the WIA staff. We believe this will greatly enhance the inter-relationship and referrals between the two partners and move importantly

## Midlands 2006 Plan Modification

will enhance the quality of services Midlands One-Stop customers receive. Prior to this training, the Midlands only has one case manager trained in CDF.

Although the SC National Guard is the Midlands newest partner, they have quickly identified opportunities to contribute to continuous improvement in the One-Stop. Part of the programs mission is to analyze each partner's service menu in order to better serve their program customers. The analysis and the resulting presentation to Partner administrative leaders will communicate the various services, partner contacts and eligibility requirements. All One-Stop partners received an initial orientation when the One-Stop was first certified. However, in many cases the staff working in the One-Stop has changed since then and not all of the training on partner services has been completed in an efficient and thorough manner. The SC National Guard has offered to share the information gathered with all One-Stop partner in order to efficiently update all One-Stop staff.

The Midlands One-Stop liaison has successfully engaged greater partner participation in recent months resulting in enhanced service integration and seamless delivery of service. Our Experience Works partner has increased their presence in the One-Stop by providing a dedicated person to providing "greeter" functions in the Resource Room. Having an extra person in the Resource Room largely concentrated on assisting customer's access the various partner services has made a tremendous impact on better quality, more frequent and seamless to the customer referrals. In addition, several other partners including the Housing Authority and Adult Education have renewed their commitment and involvement in the One-stop.

### **Q. Describe any changes in your area's services to employers.**

The Midlands has designed a market-driven system to be flexible and quick to respond to employer needs and thus strengthening One-Stop system at the same time. Increased participation in local Job Fairs and committing time and resources to employer outreach particularly in the cases of new and/or expanding businesses, we are raising the profile of the One-Stop and MWDB as the place for employer's to go to for all of their workforce needs. Section O above described many of the activities the MWDB has been involved with during the past year. We have gained more insight on employer needs as a result and more importantly key industries have opened their doors to MWIA staff to assist with their workforce needs.

The tool the SWIB has provided in Incumbent Worker Training (IWT) funds has been a valuable addition to the Midlands Business Services. It has enabled us to leverage employer funds to provide valuable training to upgrade the currently employed workforce. We have also, used IWT funds as a means of assisting employers to establish verifiable hiring and promotion benchmarks and to assist them in identifying career

## Midlands 2006 Plan Modification

advancement and training strategies. For the most recent round of IWT funding, the MWDB is establishing a "wait-list" for businesses approved for funding but are not selected due to the limited amount of funds available. We hope this will encourage IWT contract recipients to coordinate closely with MWIA to schedule, conduct and invoice training in a timely fashion and provide faster methods to reallocate deobligated funds within the program year. During the Program Year 2006, the MWDB's newly established Business Services Center will be able to more effectively promote all of the services available to business customers including IWT.

Expanding our capacity to serve employers in Program Year 2006 is critical to continuing to deliver quality services. Through collaboration with economic development organizations, the MWDB has been able to assist a number of businesses opening in the area with their start-up needs. In addition to the WorkKeys program, we have assisted businesses with screening applicants based on the hiring criteria. Eventually, we believe this will lead to additional projects including the reintroduction of On-the-Job Training (OJT) in the coming months. WorkKeys solutions, On-the-Job Training, and applicant screening are the cornerstones of the Midlands Business services while remaining flexible to assist local business with their entire workforce needs.

### ATTACHMENTS

Board Composition Form  
Youth Council Membership Form

WIB Membership Form A

## BOARD COMPOSITION FORM

Complete Section A or B to show composition of the Local Board  
Denote multiple representation with an asterisk (\*) and provide explanation.

LWIA Name: Midlands Submission Date April 28, 2006

### A. COMPOSITION OF THE LOCAL WORKFORCE INVESTMENT BOARD

Complete Section A: Board originally established as a WIB.

Total Number of Seats		37
Number & Percent Representing Business	# <u>20</u> % <u>54</u>	
Number Representing Education		3*
Number Representing Labor		2
Number Representing Community Based Organizations		3
Number Representing Economic Development		2*
Number Representing Mandatory One-Stop Partners		9*
Number Representing Additional One-Stop Partners		2

*\*Gene Rountree & Vann Gunter represent Education & Vocational Ed. (One-Stop Partner) for Midlands Technical College.*

*\*Vicki Horne represents Education & Adult Education (One-Stop Partner) for School District Five of Richland & Lexington Counties.*

*\*Roxanne Matthews represents Economic Development & WIA Title I-B (One-Stop Partner) for Richland County.*

### B. COMPOSITION OF THE PRIVATE INDUSTRY COUNCIL

Complete Section B: Board is a Private Industry Council grandfathered as an alternative entity.

Total Number of Seats		_____
Number & Percent Representing Business	# _____ % _____	
Number & Percent Representing Labor & CBOs	# _____ % _____	
Number Representing Labor		_____
Number Representing Education		_____
Number Representing Vocational Rehabilitation		_____
Number Representing Public Assistance		_____
Number Representing Economic Development		_____
Number Representing Public Employment Service		_____
Number Representing Other Entities		_____

## WIB MEMBERSHIP FORM A

Complete Form A if your board was originally established as a WIB. Enter the name of each WIB member and the name of the business/agency/institution with which the member is affiliated. Indicate any vacancies.

LWIA Midlands Submission Date April 28, 2006

TOTAL # OF SEATS 37 # OF SEATS OCCUPIED 37 # OF SEATS VACANT 0

BUSINESS		LABOR ORGANIZATIONS
WIB CHAIR CHET BALLENTINE, JR., CURVES FITNESS		JOHN ALLEN, AMERICAN FEDERAL GOVT EMPLOYEES, LOCAL 1915
JAMES P. ARMSTRONG, ASSOCIATED MANAGEMENT		HOWARD WESSINGER, INT BROTHERHOOD OF ELECTRICAL WORKERS
J. MICHAEL BOWMAN, CHUCK RUFF REALTY		<b>EDUCATION</b>
IRELYN BOYSIA, COMPANION PROP & CAS.		VANN GUNTER, MIDLANDS TECHNICAL COLLEGE
DEBBIE CANNON, COMAR PRODUCTS, INC.		VICKI HORNE, SCHOOL DISTRICT FIVE OF RICHLAND & LEXINGTON COUNTIES
BILL HART, FAIRFIELD ELECTRIC CO-OP		GENE ROUNTREE, MIDLANDS TECHNICAL COLLEGE
PATRICK HUDSON, AMERICAN SOLID WOVEN		<b>COMMUNITY-BASED ORGANIZATIONS</b>
ARCHIE MADDOX, MADDOX ENTERPRISES		PATRICK CANARY, VOLUNTEERS OF AMERICA
TOM MANN, MICHELIN - UNIROYAL		RUSSELL KNIGHT, FAMILY SERVICE CENTER OF SC
TOMMY MATHIAS, PINE CREST MARINE		KATHY OLSON, UNITED WAY OF THE MIDLANDS
JAMES MCGRAW, FISH WINDOW CLEANING		<b>ECONOMIC DEVELOPMENT</b>
ERIN MOHITT, ASPEN YOUTH ALTERNATIVES		DAN GENSAMER, WEST METRO CHAMBER OF COMMERCE
REGINALD MURPHY, ASSET REALTY		ROXANNE MATTHEWS, RICHLAND COUNTY ECONOMIC DEVELOPMENT
HARRY PLEXICO, INTERTAPE POLYMER GROUP		<b>ONE-STOP PARTNERS</b>
FRANK PRICE, FRANK PRICE COMPANY	WIA TITLE-B	ROXANNE MATTHEWS, RICHLAND COUNTY ECONOMIC DEVELOPMENT
VAL RICHARDSON, PALMETTO HEALTH ALLIANCE	WAGNER-PEYSER	MARVIN JACKSON, SC EMPLOYMENT SECURITY
KAMA STATON, LEXINGTON MEDICAL CENTER	ADULT EDUCATION	VICKI HORNE, SCHOOL DISTRICT FIVE OF RICHLAND & LEXINGTON COUNTIES
DAVID STRINGER, RICHLAND CO RECREATION	VOCATIONAL REHABILITATION	TODD BLAKE, VOCATIONAL REHABILITATION
SWAIN WHITFIELD, WHITFIELD TRANSPORTATION	LANE	GARNELL CAULFY, RICHLAND COUNTY DSS RICHEL YNN DOUGLAS, SC DSS
GEORGE WHITTER, GARLOCK HELICOFLYX	TITLE V--OLDER AMERICANS	SHIRLEY FOX, EXPERIENCE WORKS
	VOCATIONAL EDUCATION	VANN GUNTER, MIDLANDS TECHNICAL COLLEGE GENE ROUNTREE, MIDLANDS TECHNICAL COLLEGE
	IAA, NAFTA	MARVIN JACKSON, SC EMPLOYMENT SECURITY
	VETERANS E&T	MARVIN JACKSON, SC EMPLOYMENT SECURITY
	CSBG E&T	VFNUS SABB, WATEREE COMMUNITY ACTION COUNCIL
	HUD E&T	DONNA GILBERT, COLA HOUSING AUTHORITY
	UI	MARVIN JACKSON, SC EMPLOYMENT SECURITY
	OTHER	
	OTHER	

## YOUTH COUNCIL MEMBERSHIP FORM

Enter the name of each Youth Council member and the name of the business/agency/institution with which the member is affiliated. Indicate any vacancies. Place an asterisk (\*) beside the Youth Council Chairperson's name.

WIA Name: Midlands Submission Date April 28, 2006

TOTAL # OF SEATS 14 # OF SEATS OCCUPIED 14 # OF SEATS VACANT 0

<b>WIB Members</b>		<b>Business/Agency/Institution</b>
Richelynn Douglas*		SC Dept of Social Services
Tom Mann		Michelin-Unroyal
Gene Rountree		Midlands Technical College
Kathy Olson		United Way of the Midlands
<b>Youth Service</b>		<b>Business/Agency/Institution</b>
Angee Hastings		Associated Marine Institute
Lana Hefner		Heyward Career & Technology Center
<b>Public Housing</b>		<b>Business/Agency/Institution</b>
Shirley Frazier		Columbia Housing Authority
Donna Gilbert (MWDB member)		Columbia Housing Authority
<b>Parents of Eligible Youth</b>		<b>Business/Agency/Institution</b>
Debra Foulks		Parent
Donna Simmons		Parent
<b>Individuals with experience in youth activities, including former participants</b>		<b>Business/Agency/Institution</b>
Archie Maddox (MWDB member)		City of Columbia – Youth Commission
Patrick Canary (MWDB member)		Volunteers of America
<b>Job Corps Representatives **</b>		<b>Business/Agency/Institution</b>
Kevin Brown		DESI - Bamberg Job Corps
Marvin Jackson (MWDB member)	**	SC Employment Security Commission
<b>Others</b>		<b>Business/Agency/Institution</b>

\* \*\*Two Job Corps representatives are mandatory only if there is a center located in the Local Area

Midlands 2006 Plan Modification

ANNUAL PLAN MODIFICATION  
SIGNATURE SHEET

LWIA Name: Midlands

Submission Date May 24 2006

Chevis F. "Chet" Ballentine

Typed Name of Board Chair

*C. Ballentine*

Board Chairperson Signature

5/9/06

Date

Tony Mizzell

Typed Name of Chief Elected Official

*T. Mizzell*

Chief Elected Official Signature

Date 5/9/06

M. Todd Cullum

Typed Name of Chief Elected Official

Chief Elected Official Signature

Date

David Ferguson

Typed Name of Chief Elected Official

*David L. Ferguson*

Chief Elected Official Signature

Date 5/10/06

**Additional Appropriations Requested for FY 2006/2007**

Additional Federal Prisoner Reimbursement Revenue for FY05/06	\$ 532,158.00
50% Match for School District #1 SRO	\$ 48,426.00
(22) Marked Vehicles with Equipment	\$ 458,986.00
(1) Marked Code Enforcement Vehicle with Equipment	\$ 17,363.00
Vehicle Contingency	\$ 7,383.00
<b>Remaining Balance</b>	<b>\$ -</b>

Note All vehicles to be purchased were recommended for replacement by the County Fleet Manager.

CALCULATION OF FEDERAL PRISONER REIMBURSEMENT FY06-07

ACTUALS FOR FY06:

	TRANSPORT HOURS AMOUNT PAID	TRANSPORT HOURS	TRANSPORT MILES AMOUNT PAID	TRANSPORT MILES	HOUSING AMOUNT PAID	NUMBER INMATES HOUSED	TOTAL RECEIVED
JULY	\$1,677.33	84.50	\$486.41	1,201.00	\$140,715.60	126.94	\$142,879.34
AUG	\$3,463.83	174.50	\$680.40	1,680.00	\$159,167.76	143.58	\$163,311.99
SEPT	\$3,464.05	174.51	\$778.91	1,605.00	\$197,142.24	150.77	\$171,385.20
OCT	\$1,865.90	94.00	\$711.98	1,468.00	\$171,683.76	154.87	\$174,261.64
NOV	\$2,352.23	118.50	\$653.78	1,348.00	\$160,920.00	145.16	\$163,926.01
DEC	\$1,826.20	92.00	\$571.33	1,178.00	\$169,824.24	153.19	\$172,221.77
JAN	\$1,945.30	98.00	\$631.90	1,420.00	\$175,402.80	158.23	\$177,980.00
FEB	\$7,810.98	393.50	\$588.74	1,323.00	\$168,788.48	153.16	\$178,188.20
MAR	\$2,441.55	123.00	\$711.11	1,598.00	\$183,591.84	165.61	\$186,744.50
APR							
MAY							
JUNE							
TOTAL RECEIVED	\$26,847.37	1,352.51	\$5,814.56	12,822.00	\$1,498,236.72	1,351.52	\$1,530,898.65

AVERAGES

FEB 2006 TRANSPORT HOURS WAS HIGHER THAN  
AVERAGE SO IT WAS OMITTED  
FROM AVERAGE CALCULATION

AVERAGES	\$2,379.55	119.88	\$634.13	1,424.67	\$150,192.00	140.00	\$153,205.67
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PROJECTION FOR FY 06

	AVERAGE TRANSPORT HOURS	AVERAGE TRANSPORT HOURS	AVERAGE TRANSPORT MILES \$0.445/MILE	AVERAGE TRANSPORT MILES	AVERAGE INMATES HOUSED \$35.76/DAY	AVERAGE INMATES HOUSED	TOTAL RECEIVED
JULY	\$1,677.33	84.50	\$486.41	1,201.00	\$140,715.60	126.94	\$142,879.34
AUG	\$3,463.83	174.50	\$680.40	1,680.00	\$159,167.76	143.58	\$163,311.99
SEPT	\$3,464.05	174.51	\$778.91	1,600.00	\$167,142.24	150.77	\$171,385.20
OCT	\$1,865.90	94.00	\$711.98	1,468.00	\$171,683.76	154.87	\$174,261.64
NOV	\$2,352.23	118.50	\$653.78	1,348.00	\$160,920.00	145.16	\$163,926.01
DEC	\$1,826.20	92.00	\$571.33	1,178.00	\$169,824.24	153.19	\$172,221.77
JAN	\$1,945.30	98.00	\$631.90	1,420.00	\$175,402.80	158.23	\$177,980.00
FEB	\$7,810.98	393.50	\$588.74	1,323.00	\$168,788.48	153.16	\$178,188.20
MAR	\$2,441.55	123.00	\$711.11	1,598.00	\$183,591.84	165.61	\$186,744.50
APR	\$2,379.55	119.88	\$634.13	1,425.00	\$150,192.00	140.00	\$153,205.68
MAY	\$2,379.55	119.88	\$634.13	1,425.00	\$155,198.40	140.00	\$158,212.08
JUNE	\$2,379.55	119.88	\$634.13	1,425.00	\$150,192.00	140.00	\$153,205.68
TOTAL ESTIMATED	\$33,986.02	1,712.14	\$7,716.94	17,097.00	\$1,953,819.12	1,771.52	\$1,995,922.08

BUDGETED REVENUE

\$1,463,364.00

EXCESS REVENUE OVER BUDGET

\$532,158.08

COUNTY OF LEXINGTON

School District #1 - SRO Contract  
 Annual Budget  
 Fiscal Year - 2006-07

**NEW PROGRAM**

Fund- 2633  
 Division Law Enforcement  
 Organization 151200 - Operations

New Positions

**BUDGET**

Object Expenditure Code Classification	School Resource Officer Grade 13	2006-07 Requested	2006-07 Recommend	2006-07 Approved
<b>Personnel</b>				
510100 Salaries & Wages - 1		0	37,900	
511112 FICA Cost		0	2,900	
511114 Police Retirement		0	4,056	
511120 Insurance Fund Contribution		0	5,760	
511130 Workers Compensation		0	1,274	
<b>* Total Personnel</b>		<b>0</b>	<b>51,890</b>	
<b>Operating Expenses</b>				
521000 Office Supplies		0	500	
521200 Operating Supplies		0	1,000	
521208 Police Supplies		0	250	
522300 Vehicle Repairs & Maintenance		0	1,500	
524100 Vehicle Insurance - 1		0	530	
524201 General Tort Liability Insurance		0	893	
525020 Pagers and Cell Phones		0	108	
525030 800 MHz Radio Service Charges		0	720	
525031 800 MHz Radio Maintenance Contract		0	90	
525400 Gas, Fuel & Oil		0	3,000	
525600 Uniforms & Clothing		0	1,750	
<b>* Total Operating</b>		<b>0</b>	<b>10,341</b>	
<b>**Total Personnel &amp; Operating</b>		<b>0</b>	<b>62,231</b>	
<b>Capital</b>				
540000 Small Tools & Minor Equipment		0	370	
540010 Minor Software		0	500	
(1) Handguns		0	800	
(1) Marked Vehicles w/Equipment		0	22,200	
(1) Laptop Computers		0	5,000	
(1) Digital Cameras		0	250	
(1) 800 MHz Radios		0	5,500	
<b>** Total Capital</b>		<b>0</b>	<b>34,620</b>	
<b>*** Total Budget Appropriation</b>		<b>0</b>	<b>96,851</b>	

**This New Program Cost will Be Funded 50% by School District #1**

School District #1 Match Amount	\$	48,425 00
Sheriff's Office Match Amount	\$	48,426 00

### SECTION III. - PROGRAM OVERVIEW

The School Resource Officer program is provided for the safety and the security of the students in each high school in the Lexington County School Districts. The Lexington County Sheriff's Department and the School Officials are working together to provide a learning environment for the students that will be safe. The State of South Carolina has seen the crime rate rise within the past years with Lexington County also experiencing an increase of school related incidents such as gang and drug activity within those years.

This fiscal year school district one has requested one (1) additional school resource officer for the new Pleasant Hill Middle School. Pleasant Hill Middle School is expected to open in August of 2006.

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County of Lexington, South Carolina  
 Finance Department  
 Victim's Bill of Rights

Filename f:\windows\excel2k\grants\ victims.xls  
 Date: 05/17/06 /KMH

	Estimated	As Discussed May 9th	Additional Needed
	<u>FY 2005-06</u>	<u>FY 2006-07</u>	<u>FY 2006-07</u>
Beginning Fund Balance	(37,767)	72,373	72,373
Revenues	383,985	358,501	358,501
Operating Transfer from General Fund	128,545	<b>33,969 *</b>	<b>41,183 **</b>
Expenditures			
Solicitor	92,075	96,073	96,073
Magistrate	64,141	75,071	75,071
Law Enforcement	246,174	300,913	300,913
Ending Fund Balance	72,373	-7,214	0

**Additional transfer amount needed from General Fund      7,214**

\* This figure assumed that the Sheriff's Department vacancies would not be filled during FY 2005-06

\*\* This figure takes into consideration the two vacancies being filled for the final three pay periods in FY 2005-06



County of Lexington  
Office of the Treasurer

212 South Lake Drive  
Lexington, South Carolina 29072

William O. "Bill" Rowell  
Treasurer & Tax Collector

Tel (803) 785-8217  
Fax (803) 785-8712

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While attending the SCATT Spring Conference, we met with officials from the SCDMV and the Treasurers of the pilot counties involved in the CIDR (County Issuance of Decals & Registrations) project. We were advised at this meeting that due to the resolution of some technological challenges experienced in the pilot phase, the rollout of the program to the rest of the counties is being accelerated. The rollout schedule must be coordinated among the DMV and the remaining counties that are participating in the project. As a result, Lexington County is being asked to move up our scheduled implementation date to September 1, 2006.

  
Powell "Bill"  
TREASURER

COUNTY OF LEXINGTON

GENERAL FUND  
Annual Budget  
Fiscal Year - 2006-07

**Resubmitted (Revised)**

Approved in 05-06 Budget

Fund 1000  
Division General Administration  
Organization 101700 - Treasurer

Issuance of Vehicle  
Registration & Decals

Object Expenditure Code Classification	Full Year Funding	2006-07 3 - Month Fdg Recommended	10 - Month Fdg Revised Recommended	<i>BUDGET</i>	
				Additional Amount Needed	2006-07 Approved
<b>Personnel</b>					
510100 Salaries & Wages - 1	23,337	5,835	19,150	13,615	
511112 FICA Cost	1,785	446	1,489	1,043	
511113 State Retirement	1,914	478	1,591	1,113	
511120 Insurance Fund Contribution - 1	5,760	1,440	4,800	3,360	
511130 Workers Compensation	70	18	60	42	
<b>1 Total Personnel</b>	<b>32,866</b>	<b>8,217</b>	<b>27,390</b>	<b>19,173</b>	
<b>Operating Expenses</b>					
520200 Contracted Services	3,300	3,300	11,000	7,700	
521000 Office Supplies	460	460	1,531	1,071	
524201 General Tort Liability Insurance	28	28	28	0	
525000 Telephone	57	57	170	113	
<b>2 Total Operating</b>	<b>3,845</b>	<b>3,845</b>	<b>12,729</b>	<b>8,884</b>	
<b>** Total Personnel &amp; Operating</b>	<b>36,711</b>	<b>12,062</b>	<b>40,119</b>	<b>28,057</b>	
<b>Capital</b>					
540000 Small Tools & Minor Equipment	1,140	1,140	1,140	0	
(4) Laserjet Printers	4,515	4,515	4,515	0	
(5) 15" Flat Screen Monitors	987	987	987	0	
<b>** Total Capital</b>	<b>6,642</b>	<b>6,642</b>	<b>6,642</b>	<b>0</b>	
<b>*** Total Budget Appropriation</b>	<b>43,353</b>	<b>18,704</b>	<b>46,761</b>	<b>28,057</b>	
<b>Revenue:</b>					
430810 Vehicle Decal Issuance Fees		20,000	100,000	80,000	
<b>Net Difference</b>		<b>1,296</b>	<b>53,239</b>	<b>51,943</b>	



COUNTY OF LEXINGTON, SOUTH CAROLINA

RESOLUTION

THE COUNCIL FOR THE COUNTY OF LEXINGTON, SOUTH CAROLINA,  
MEETING IN GENERAL SESSION THE 23RD DAY OF MAY, TWO  
THOUSAND AND SIX, ADOPTED THE FOLLOWING:

**WHEREAS**, the Gilbert High School Indians Baseball Team, under the leadership of Coach Ashley Burnett captured the Class 2A State Championship on May 10, 2006 by defeating the Aynor Blue Jackets in two games; and

**WHEREAS**, the Indians defeated the Newberry Bulldogs to win the District Championship and defeated the Emerald Vikings to win the Upper State Finals; and

**WHEREAS**, these young men defeated the Aynor Blue Jackets by a score of 10-0 and 7-3 to win this hard-fought championship; and

**WHEREAS**, this is the first trip to the State finals since being in the Class 2A division which ended their season with a 29-1 record; and

**WHEREAS**, Coach Burnett, his staff and the members of the Gilbert High School Boys Baseball team are to be commended for their hard work and dedication and the recognition they have brought to their school, their community, and their county.

**NOW, THEREFORE, BE IT RESOLVED** that we, the members of Lexington County Council, offer our congratulations to the **GILBERT HIGH SCHOOL BOYS BASEBALL TEAM, COACH ASHLEY BURNETT AND HIS STAFF** for an outstanding season which led to winning the Class 2A State Championship.

\_\_\_\_\_  
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:  
\_\_\_\_\_

COUNTY OF LEXINGTON, SOUTH CAROLINA

RESOLUTION

THE COUNCIL FOR THE COUNTY OF LEXINGTON, SOUTH CAROLINA,  
MEETING IN GENERAL SESSION THE 23RD DAY OF MAY, TWO  
THOUSAND AND SIX, ADOPTED THE FOLLOWING:

**WHEREAS**, knowing the importance of homeownership to our society, President George W. Bush has declared that it is a national priority to increase the rate of homeownership in our country; and

**WHEREAS**, in recognition of this goal, the U.S. Department of Housing and Urban Development has designated the month of June 2006 as "National Homeownership Month," to promote the benefits of homeownership; and

**WHEREAS**, Lexington County Government is committed to increasing the level of homeownership in Lexington County and participates in HUD's Community Development Block Grant Program, which provides valuable funding to support homeownership initiatives; and

**WHEREAS**, Lexington County also commends the efforts of our County's private sector, its home builders, lenders, and realtors, as well as the County's non-profit organizations, and local governments, all of whom are practicing creative approaches that are opening the doors to the "American Dream" for many Lexington County families.

**NOW, THEREFORE, BE IT RESOLVED** that we, the members of Lexington County Council, do hereby proclaim **JUNE 2006** as "**NATIONAL HOMEOWNERSHIP MONTH.**" We call upon the people of Lexington County to join us in recognizing the importance of providing all our citizens a chance to achieve the American Dream and explore homeownership opportunities in their communities. By taking this important step, individuals and families help safeguard their financial future and contribute to the strength of our Nation.

\_\_\_\_\_  
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.

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

May 23, 2006

### **JIM KINARD**

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

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

### **SMOKEY DAVIS**

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

### **JOHNNY JEFFCOAT**

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

### **JOHN CARRIGG**

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

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

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

### **TODD CULLUM**

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

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

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

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

### **BUILDING CODE BOARD OF APPEALS**

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

### **LEXINGTON/RICHLAND ALCOHOL & DRUG ABUSE COUNCIL**

Vacant - Term expires 12/31/08

### **MIDLANDS WORKFORCE DEVELOPMENT BOARD**

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

### **RIVERBANKS PARK ZOO**

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



# LRADAC

The Behavioral Health Center of The Midlands

April 21, 2006

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

Dear Ms. Burnett:

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

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

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

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

Sincerely,

Deborah A. Francis  
President & COO

/cal



LEXINGTON COUNTY COUNCIL  
BOARD/COMMISSION NOMINATION FORM

Name of Board/Commission: LRADAC

Nominee: William L. Bawl, Jr

Address: 140 Whitford Way Lexington, SC

Employed by: Self

Address: SAME

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

Mobile Phone: (803) 606-2527 Beeper Number: \_\_\_\_\_

Fax Number: 359-5143

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

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

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

Submitted by: \_\_\_\_\_ Lexington County Council

Council District Number: \_\_\_\_\_ Telephone 803-785-8103

Date: \_\_\_\_\_ FAX - 803-785-8101

d:\w\pdoss\council\nominationform.wpd (11/9/05)

# COUNTY OF LEXINGTON

## Procurement Services

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### MEMORANDUM

(O) 785-8385

(F) 785-2240

**DATE:** May 8, 2006

**TO:** Art Brooks  
County Administrator

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



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



**SUBJECT:** **First Responder Bags - Public Safety/EMS**  
**B06036-04/20/06B**

---

Competitive sealed bids were solicited for the purchase of First Responder Bags for Public Safety/EMS. We received eighteen (18) bids of which five (5) were no bids (see attached bid tabulation). The bids were evaluated by Brian Hood, Emergency Medical Services Coordinator and Janice Bell, Procurement Officer.

We will purchase sufficient first aid kits to equip all Lexington County employees who serve as medical first responders, which will include EMS, Fire Services and Law Enforcement. These kits will allow these individuals to stabilize patients and provide life saving care prior to the arrival of the responding EMS unit.

The low bidder is recommended in the attached evaluation report prepared by Brian Hood. Based on the unit pricing, EMS is requesting to increase the quantity from 450 to 600. We contacted the three (3) lowest bidders requesting a price decrease since we are increasing the quantity. It is our recommendation to award to MEMCO, Inc. as the lowest bidder meeting specifications for a total cost including sales tax of \$21,420.48.

Funds are appropriated in the following account:

1000-131400-5A6070	First Aid Kits	\$21,420.48
--------------------	----------------	-------------

I concur with the above recommendation and further recommend that this bid be placed on County Council's agenda for their next scheduled meeting on May 23, 2006.

Attachments

copy: Larry Porth, Director of Finance/Assistant County Administrator  
Chief Bruce Rucker, Assistant Sheriff/Director of Public Safety and Homeland Security  
Brian Hood, Emergency Medical Services Coordinator



County of Lexington  
Department of Public Safety

**EMERGENCY MEDICAL SERVICES DIVISION**



May 1, 2006

MEMORANDUM

**To: Janice Bell**  
**Lexington County Procurement Services**

**From: Chief T. Brian Hood**  
**EMS Director**

**Re: Recommendation on Bid # B06036-04/20/06B**

1000-131400-5A6070  
ACCT BALANCE  
\$25,000.00  
PROJECT TOTAL  
\$21,420.48

Janice,

I reviewed this bid together with my staff and make the following recommendations

**ITEM 1 First Responder Bags**

I recommend MEMCO, Inc , as they meet specification and are the low bid vendor. The quantity is was estimated based on pricing. The bid process was very successful and significant competition has provided for a better unit price than anticipated. These First Aid Kits will be used to outfit all emergency responders to include EMS, Fire Service, Law Enforcement, etc. The decreased price per unit will allow for more responders to be equipped with these supplies. Based on unit pricing, I request the line item pricing to be as follows:

Quantity	Unit Price	Extended
600	33.68	\$20,208.00
	Tax	\$1,212.48
	Total	\$21,420.48

**ACCT INFORMATION**

I request the purchase of line items 1. Funds are available as listed below

ACCT #	ACCT BALANCE	PROJECT TOTAL
<b>1000-131400-5A6070</b>	<b>\$25,000.00</b>	<b>\$21,420.48</b>

The Vendor specified a 10-14 day turnaround after receipt of order, so this project will be completed prior to the end of the fiscal year

Thank you very much for your assistance during this process. If you have any questions or if I can be of any further assistance, please do not hesitate to contact me

# County of Lexington

## Bid Tabulation

B06036 bl  
TAB  
05/08/06

BID: B06036-04/20/06B

FIRST RESPONDER BAGS

Quantity	Description	Carolina Procurement	MEMCO, Inc.	Aramisco	Emergency Medical
		Unit Price	Unit Price	Unit Price	Unit Price
		Total	Total	Total	Total
450	First Responder Bags	\$162.15	\$33.68	No Bid	\$49.48
		\$72,967.50	\$15,156.00		\$22,266.00

Quantity	Description	Apex Pinnacle	Environmental Safety	Matrix	Tri-Anim
		Unit Price	Unit Price	Unit Price	Unit Price
		Total	Total	Total	Total
450	First Responder Bags	\$61.97	\$56.15	\$49.90	No Bid
		\$27,886.50	\$25,267.50	\$22,455.00	

Quantity	Description	Edwards Medical	Global Protector	Lab Safety	Kentron Health
		Unit Price	Unit Price	Unit Price	Unit Price
		Total	Total	Total	Total
450	First Responder Bags	\$54.50	\$62.67	No Bid	\$35.00
		\$24,525.00	\$28,201.50		\$15,750.00

Quantity	Description	Emergency Medical	Tech Med	Chief	Safeco
		Unit Price	Unit Price	Unit Price	Unit Price
		Total	Total	Total	Total
450	First Responder Bags	\$55.15	\$58.86	No Bid	No Bid
		\$24,817.50	\$26,487.00		

Quantity	Description	NAFECCO	First Due	Emergency
		Unit Price	Unit Price	Unit Price
		Total	Total	Total
450	First Responder Bags	\$44.75	\$37.00	
		\$20,137.50	\$16,650.00	

Bids Opened: April 20, 2006

Janice A Bell, CPPB  
Procurement Officer

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



COUNTY OF LEXINGTON, SOUTH CAROLINA

**Community Development**

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

ZONING TEXT AMENDMENT APPLICATION # **T06-05**

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

Article 2 - Application of Regulations; Schedule of Permitted Uses, General Requirements, Buffering Restrictions

Reason for the request: In order to bring the language and definitions of the Zoning Ordinance for kenels more in line with the language and definitions of the County Animal Control Ordinance and to further expand on a clearer intent within the Zoning Ordinance.

**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: 05/04/06

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

Signature: *B.A.H.* Printed Name: Bruce A. Hiller - Dev. Admin.

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

05/04/06	Application Received
	Newspaper Advertisement

N/A	Fee Received
	Planning Commission

Planning Commission Recommendation: \_\_\_\_\_

First Reading	Public Hearing	Second Reading	Third Reading
---------------	----------------	----------------	---------------

Results: \_\_\_\_\_

## ARTICLE 2 - APPLICATION OF REGULATIONS

### Chapter 1. Schedule of Permitted Uses

#### 21.10 Description of Principal Activities

*Fancier's Kennel/Cattery includes a private kennel or cattery maintained by a fancier to keep or train cats or dogs. A fancier means a person who owns or keeps 3 or more dogs or cats for noncommercial hunting or for breeding purposes in order to regularly participate in exhibition in shows or field trials, or obedience or performance trials at AKC (American Kennel Club), UKC (United Kennel Club), or CFA (Cat Fancier Association) licensed shows.*

*Kennels, Catteries, and Stables include any person, establishment, partnership, corporation, or other legal entity that owns, keeps, harbors, or is custodian of domestic animals and/or domestic fowl kept or used for stud for which a fee is charged and/or for breeding purposes for which a fee is charged for the offspring, or for the purpose of commercial boarding, grooming, sale\*, or training. ~~impoundment facilities that provide for the temporary boarding, training, and breeding of domestic animals and/or domestic fowl.~~ Animal rescue and/or adoption facilities, whether operated for profit or as a non-profit organization, shall be included in this category. Activities under this category shall not include livestock and other farm animals used in customary and normal agricultural husbandry practices or a fancier's kennel or cattery or an Animal Hospital maintained by a licensed veterinarian.*

*\* A pet shop, as defined as any person, partnership or corporation, whether operated separately or in connection with another business enterprise or other legal entity that buys or brokers any species of animal for resale as pets, shall be classified as General Retail (Limited) unless the activity is included within a larger General Retail (Extensive) activity.*

#### 21.31 Chart of Permitted Activities by District

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

RI	R2	R3	D	RA	RD	TC	IC1	IC2	ID	IR	ACTIVITIES
			✓	✓	✓				✓	✓	Animal Operations
✓			✓	✓	✓			✓	✓	✓	Fancier's Kennel/Cattery
			✓	✓	✓			✓	✓	✓	Kennels, Catteries, and Stables
				✓	✓			✓	✓	✓	Veterinarian
			✓	✓	✓				✓	✓	Zoos

## Chapter 2. General Requirements

### 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.

FA	CL	LL	RE6	RE5	RE4	LL & Max. Limits	ACTIVITIES
✓	✓	✓					Animal Operations
✓	✓	✓					Fancier's Kennel/Cattery
✓	✓	✓					Kennels, Catteries, and Stables
✓	✓	✓					Veterinarian
✓	✓	✓					Zoos

## Chapter 3. Buffering Restrictions

### 23.50 Chart of Buffering Restrictions

The columnar chart below lists the buffering restrictions defined in this chapter as they apply to specific activities. Following are general rules and special rules for interpreting the chart:

#### 23.51 General Rules

1. The restrictive (R) requirements in the chart apply to protected property lines within a Restrictive Development District or those which serve as the boundary between a Restrictive Development District and a Limited Restriction District, a municipality within Lexington County, or an adjacent county.
2. The intensive (I) requirements in the chart apply to protected property lines within an Intensive Development District or those which serve as the boundary between an Intensive Development District and a Limited Restriction District, a municipality within Lexington County, or an adjacent county.
3. For property lines which serve as the boundary between a Restrictive Development District and an Intensive Development District, the restrictive (R) requirements shall apply for the protection of property on the Restrictive Development District side of the boundary relative to land uses on the Intensive Development District side of the boundary. Similarly, the intensive (I) requirements shall apply for the protection of property on the Intensive Development District side of the boundary relative to land uses on the Restrictive Development District side of the boundary.
4. When an activity is located on a parcel which is separated from surrounding protected property by existing road or railroad rights-of-way, by utility rights-of-

way, by water bodies, or by other parcels, then the buffering restrictions applicable to that activity shall be measured across such separation from the protected property lines.

5. Activities that provide total screening using existing natural vegetation and/or landscaped vegetation (including planted berms) shall be eligible for a 50% reduction in buffer and setback requirements. Acceptability of screening for this reduction shall be determined by the Zoning Administrator. The following activities are not eligible. Detention Centers, Recycling Centers, Salvage/Wrecking Yards, Scrap Operations, Sexually Oriented Businesses, and Utility Substations.

### 23.52 Special Rules

However, the general rules above for interpreting the chart shall be modified by the special rules below in items "1" through "5" where applicable.

1. Grandfathered residential uses within an Intensive Development District shall be afforded the restrictive (R) requirements in the chart relative to land uses on surrounding properties in the following manner:

Those portions of the property lines of a grandfathered residential use which are within 125 feet of that use's principal activity [generally the building footprint(s)] shall be considered protected property lines to the extent of 100% of the restrictive (R) requirements in the chart relative to the applicable activity on the surrounding property.

Those portions of the property lines of a grandfathered residential use which are within 250 feet of, but more than 125 feet from, that use's principal activity [generally the building footprint(s)] shall be considered protected property lines to the extent of 50% of the restrictive (R) requirements in the chart relative to the applicable activity on the surrounding property. This 50% level of protection shall be determined by halving the distances imposed for the height, buffer, setback from adjoining property, total screening, and partial screening requirements.

Those portions of the property lines of a grandfathered residential use which are more than 250 feet from that use's principal activity [generally the building footprint(s)] shall be considered protected property lines to the extent of 100% of the intensive (I) requirements in the chart relative to the applicable activity on the surrounding property.

2. Those portions of the property lines of a parcel within a Restrictive Development District which serve as the boundary between the Restrictive Development District and an Intensive Development District, and which have no grandfathered residential use within 125 feet, shall be considered protected property lines to the extent of 50% of the restrictive (R) requirements in the chart relative to the applicable activity in the Intensive Development District. This 50% level of protection shall be determined by halving the distances imposed for the height, buffer, setback from adjoining property, total screening, and partial screening requirements.
3. Notwithstanding special rules 1 and 2 above, certain portions of the property lines of a parcel within either a Restrictive Development District or an Intensive Development District, or both, upon which there is an existing non-residential principal activity, shall be considered protected property lines only to the extent of 100% of the intensive (I) requirements in the chart relative to the applicable activity on the surrounding property. The portions of the property line so protected shall be those within 250 feet of either the principal or accessory uses of this non-residential activity.
4. When a protected property line runs through or borders an impoundment of water, but not a free-flowing watercourse, then the distances imposed for the buffer,

setback from adjoining property, total screening, and partial screening, but not height, requirements (as first determined by applying the general rules and special rules above) shall be measured such that each linear foot of traverse over the water impoundment shall count as only one half foot toward the total distance imposed. On Lake Murray the water impoundment is considered to be that area bounded by the 360-foot contour (MSL). Since screening of activities on water surfaces is not feasible, the partial screening requirements will typically control the distance separation over water impoundments.

5. All activities shall provide partial screening, as applicable, relative to Residential Detached and Mobile Home activity already in use or permitted prior to October 28, 1998, on surrounding properties also located in an Intensive Development District. In such cases the extent of this extra protection, if any, shall be determined in accordance with Special Rule #1.

Any Residential Detached or Mobile Home activity in an Intensive Development District in use or permitted after October 27, 1998, shall be responsible for providing their own screening, if desired, from adjacent land uses.

In all districts, all permitted activities shall comply with the Performance Standards contained in Chapter 4. For activities particularly associated with anticipated higher degrees of noise and light, the zoning application and site plan submittal shall address the proposed method(s) of compliance with the Performance Standards of this Ordinance.

ACTIVITIES			HEIGHT	BUFFER	SETBACKS from		SCREENING	
			(#/1)		Adjoining Property	Road R.O.W.	Total	Partial
Animal Operations Setbacks apply to buildings only	R		1		30	30		
	I		3					
Fancier's Kennel/Cattery	R		¼	30	50	30	50	75
	I		2					
Kennels, Catteries, and Stables	R		¼	50	75	40	75	100
	I		2					
Veterinarian	R		½	20	30	30	30	50
	I		3					
Zoos	R		¼	<del>70</del> 100	<del>100</del> 150	50	<del>125</del> 150	<del>200</del> 225
	I		3					

The attached

# Lexington County Animal Control Ordinance

is provided for the purpose of comparison  
with the proposed

## Zoning Text Amendment # T06-05

## ARTICLE II. ANIMAL CONTROL

## DIVISION 1. GENERALLY\*

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**\*Editor's note:** Ord. No. 02-8, adopted Jan. 14, 2003, was deemed as superseding the former Art. II, Div. 1, §§ 10-31--10-40. The former Art. II pertained to similar subject matter and derived from Code 1983 §§ 4-12--4-20, 4-39.

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**Sec. 10-31. Definitions.**

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

*Abandonment* means a situation in which the owner/caretaker of a pet does not provide for humane disposal of the pet, or transfer ownership to a responsible person or who does not provide or arrange for adequate food, water, shelter and care.

*Animal control officer* means the person employed by the county as the enforcement officer of the provisions of this article.

*Animal shelter* means any premises so designated by the county council for the purpose of impounding and caring for all pets found in violation of this article or which the owner/custodian or citizen surrenders.

*Attack dog* means a dog that has been trained to attack persons independently or upon verbal command or hand signal.

*At large* means any pet that is not under restraint. Any pet not so restrained will be deemed unlawfully running at large.

*Cattery* means any person engaging in the business of breeding, buying, selling or boarding of cats

*Commercial boarding kennel/cattery* means any establishment for the commercial boarding, grooming, sale or training of dogs/cats for which a fee is charged. An animal hospital maintained by a licensed veterinarian as part of the practice of veterinary medicine for the treatment of animals shall not be considered a "commercial boarding kennel/cattery."

*Commercial breeding kennel/cattery* means any person, partnership or corporation or other legal entity that owns, keeps, harbors or is custodian of pets kept or used for stud for which a fee is charged and/or for breeding purposes for which a fee is charged for the offspring. Commercial breeding kennel/cattery, shall not include:

- (1) Livestock and other farm animals used in customary and normal agricultural husbandry practices.
- (2) A fancier's kennel/cattery.

*Custodian* means any person having custody or custodial power.

*Dangerous pet* means any pet evidencing characteristics usually associated with an abnormal inclination to attack other pets or persons without provocation.

*Exposure to rabies* means any person or pet that has been bitten by or exposed to any pet known to have been infected with rabies. The county health department or a licensed veterinarian shall make this determination

*Fancier* means a person who owns or keeps three or more dogs or cats for noncommercial hunting or

for breeding purposes in order to regularly participate in tracking, exhibition in shows, or field or obedience or performance trials at AKC (American Kennel Club), UKC (United Kennel Club) or CFA (Cat fancier Association) licensed shows.

*Fancier's kennel* means a private kennel maintained by a fancier to keep or train dogs or cats.

*Guard dog* means any dog that is reasonably expected to perform as a guardian of its owner/custodian and/or the property upon and within which the dog is located and is owned by a licensed security service or commercial establishment.

*Hybrid* means the offspring of wild animals crossbred with domesticated dogs and cats.

*Kennel* means any person engaging in the business of breeding, buying, selling or the boarding of dogs.

*Maltreatment* means the act of any person who deprives any pet of necessary sustenance or shelter, or inflicts unnecessary pain or suffering upon any pet, or causes these things to be done.

*Owner* means any person who:

- (1) Has a right of property in a pet.
- (2) Keeps or harbors a pet or who has it in his care or acts as its custodian.
- (3) Permits a pet to remain on or about any premises occupied by said person for a period of five or more days.

*Pet* means dog or cat

*Pet shop* means any person, partnership, or corporation, whether operated separately or in connection with another business enterprise or other legal entity that buys or brokers any species of animal for resale as pets.

*Public nuisance* means any pet found at large or making loud or objectionable sounds.

*Restraint* means a situation in which a pet is.

- (1) Controlled by a leash when outside the property limits of its owner/custodian.
- (2) Under the control and obedient to the owner/custodian's commands within the property limits of the owner/custodian
- (3) Confined in a secure enclosure.

*Sterilized pet* means any pet that has had surgery to remove the reproductive organs.

(Ord. No. 02-8, § 1-1, 1-14-2003)

**Cross references:** Definitions generally, § 1-2; exotic animals, 10-91, et seq.

### **Sec. 10-32. Commercial breeding kennels/catteries.**

No person shall own or operate a commercial breeding kennel/cattery within the county without first obtaining a certificate of inspection from the animal services division, issued pursuant to this section for which a fee of \$200.00 shall be paid for a two-year period. The fees shall be collected by animal services and turned over to the county treasurer. Such fees shall go toward the cost of defraying the expense of operating the animal shelter

(Ord. No. 02-8, § 1-2, 1-14-2003)

### **Sec. 10-33. Pet identification.**

Every owner/custodian is required to see that an identification tag is securely fastened to his or her pet's collar or harness. The tag will clearly indicate the name and phone number of the owner and must be worn by the pet at all times, unless the pet, accompanied by the owner/custodian, is engaged in hunting or

other activity where a collar might endanger the pet's safety.

(Ord. No. 02-8, § 1-3, 1-14-2003)

#### **Sec. 10-34. Restraint and confinement.**

- (a) The owner/custodian shall keep his pet under restraint at all times
- (b) Invisible fencing must be clearly marked and labeled (i.e. sign on mailbox post, tree).
- (c) No pet shall be permitted to be on school grounds or in a shopping area or similar public place unless on a leash at all times.
- (d) No person owning or harboring or having the care or the custody of a dangerous animal may permit the animal to go unconfined on his premises. A dangerous animal is unconfined if the animal is not confined securely indoors or confined in a securely enclosed fence or securely enclosed and locked pen or run area upon the person's premises. The pen or run area must be clearly marked as containing a dangerous animal and must be designed to prevent the entry of the general public, including children, and to prevent the escape or release of the animal. The animal must not be removed from such building or enclosure unless the pet is securely muzzled and under restraint.
- (e) Every female pet in heat shall be kept confined in a building or secure enclosure or in a veterinary hospital or boarding kennel in such a manner so as not to create a nuisance by attracting other pets.
- (f) Any person reporting a violation of this section must identify himself to the animal control officer and must sign a nuisance violation.
- (g) It shall be unlawful for any person to keep upon his premises any pet that is deemed a public nuisance.
- (h) If an animal control officer observes an animal at large, they may pursue the animal onto private property.
- (i) The owner of every pet shall be responsible for the removal of any excreta deposited by the pet on public walks and ways, recreation areas, or private property.
- (j) No pet shall be kept on a property that the owner/custodian does not occupy on a permanent basis

(Ord. No. 02-8, § 1-4, 1-14-2003)

#### **Sec. 10-35. Abandonment and maltreatment.**

- (a) It shall be unlawful for the owner/custodian of any pet in the county to abandon it.
- (b) It shall be unlawful for anyone in the county to treat any pet in a cruel and/or inhumane manner.

(Ord. No. 02-8, § 1-5, 1-14-2003)

#### **Sec. 10-36. Impoundment.**

- (a) Immediately after impounding any pet, the animal control officer shall make a reasonable effort to notify the owner/custodian of its impoundment and to inform the owner/custodian of the conditions whereby he can regain custody of the pet.
- (b) Any pet impounded under the provisions of this article and not claimed by its owner within five business days becomes the property of Lexington County Animal Services and may be humanely destroyed by animal services.

(Ord. No. 02-8, § 1-6, 1-14-2003)

**Sec. 10-37. Dangerous dogs.**

- (a) The animal services director in conjunction with the animal services coordinator shall have the authority to determine if a dog is a dangerous dog. Animal services must notify the owner/custodian of the dog in writing that the animal must be registered with animal services as dangerous.
- (b) The owner shall notify animal services if any changes occur with the following:
- (1) Ownership of the dog
  - (2) Name, address and telephone number of a new owner/custodian.
  - (3) Address change of the owner/custodian or any change in the location in which the dog is housed
  - (4) Any change in the health status of the dog.
  - (5) Death of the animal.
- (c) If the dog is outdoors and attended, the dog shall be muzzled, on a leash and under the control of the owner/custodian.
- (d) If the dog is outdoors and unattended, the dog must be locked in an escape-proof kennel. Minimum standards shall include the following:
- (1) Fencing materials shall not have openings with a diameter of more than two inches; in the case of a wooden fence, the gaps shall not be more than two inches
  - (2) Any gates within such pen or structure shall be padlocked and of such design to prevent the entry of children or the escape of the dog.
  - (3) The required pen or structure shall have secure sides and a secure top. If the pen or structure has no bottom secured to the sides, the sides shall be imbedded into the ground or concrete.
  - (4) The pen or structure shall protect the animal from the elements.
  - (5) A universal sign denoting a dangerous animal shall be displayed on all four sides of the pen or structure.
- (e) It shall be illegal for anyone to own or be the custodian of a hybrid.

(Ord. No. 02-8, § 1-7, 1-14-2003)

**Sec. 10-38. Redemption.**

- (a) The owner shall be entitled to resume possession of an impounded pet, except as provided in this section in the cases of certain pets, upon providing proof of a valid rabies inoculation for the year in which the pet is being held and proper identification requirements and the payment of redemption fees set forth in this section.
- (b) In the case of a dangerous dog that the owner has failed to control properly and which has been impounded, redemption may be made only with the consent of the animal services director.
- (c) The owner of an impounded pet must apply for the redemption of his pet. The pet may not be released unless authorized by the animal control officer with assurance from the owner that proper care and custody will be maintained.
- (d) The fees in this subsection shall be collected from the owner by animal services and turned over to the county treasurer, who shall make a monthly accounting of such funds. Such fees, when collected, shall go toward defraying the expense of operating the animal shelter. An initial fee of \$15.00 will be charged for impoundment for a period of one to five days. The additional sum of \$5.00 will be charged for each day the animal is kept beyond five days. Upon a second offense, a fee of \$30.00 will be charged. Upon a third offense, if the animal services director allows the pet to be reclaimed, a fee of \$50.00 will be charged.
- (e) If an owner redeeming a pet cannot show proof of inoculation against rabies for the year in which

the pet is being held, the owner shall be required to pay \$10.00 for the rabies inoculation.

(Ord. No. 02-8, § 1-8, 1-14-2003)

### **Sec. 10-39. Adoption.**

(a) Any pet impounded under the provisions of this article may, at the end of the legal detention period, be adopted by a person deemed to be a responsible and suitable owner, who will agree to comply with the provisions of this article. All required fees must be paid at the time of adoption in addition to an adoption fee. Those individuals adopting puppies or kittens to young to receive rabies inoculation will pay the cost for this procedure at the time of adoption and be given an appointment for a later time to have this procedure accomplished.

(b) No unsterilized pet, which has been impounded by animal services, shall be allowed to be adopted unless it has been sterilized.

(Ord. No. 02-8, § 1-9, 1-14-2003)

### **Sec. 10-40. Injured, diseased and dead animals.**

(a) Anyone who strikes a pet with a motor vehicle or bicycle and injures or kills the pet must notify animal services or the sheriff's department immediately. The animal control officer or the sheriff's department will then take the necessary steps to provide for the proper treatment or disposal of the pet.

(b) Any pet received by animal services in critical condition from wounds, injuries or disease may be destroyed at the discretion of the animal services director and/or the animal services coordinator if the owner/custodian cannot be contacted. If the pet is suffering great pain, it may be destroyed immediately.

(c) The owner/custodian of any pet, which dies, shall immediately provide for its burial or cremation if he knows of its death and the location of its remains. If he fails to do so within three hours, the animal control officer shall arrange for the disposal and the owner/custodian shall be required to pay the cost thereof, not to exceed \$50.00.

(d) The animal control officer shall cause to be collected all dead domestic animals found on public grounds or roadways of the county. If the animal is identifiable, the animal control officer will notify the owner/custodian of the animal as soon as practical. Citizens may call 359-8364 if the animal is on a county road or 359-4103 if the animal is on a state road.

(Ord. No. 02-8, § 1-10, 1-14-2003)

### **Sec. 10-41. Enforcement of article.**

(a) The provisions of this article shall be enforced by animal services under the supervision of the director in all unincorporated areas of the county except wherein the governing body of any municipality, by resolution filed with the clerk, so indicates that it desires the provisions of this article be enforced within the jurisdictional limits of the respective municipality.

(b) The animal services' staff shall be appointed as county code enforcement officers.

(c) If the animal control officers are unable to respond to complaints due to other commitments, the county sheriff's department or other authorized law enforcement agency may respond to complaints.

(d) Persons empowered to enforce this article shall have the authority to destroy any pet, which appears to be dangerous, and may endanger their safety or the safety of other persons or animals.

(e) The animal control officers will, if necessary, obtain a search warrant to enter any premises upon which it is suspected a violation of this article exists. The officer may demand to examine such pet and take possession of the pet when, in his opinion, it requires removal from the premises.

(f) No person shall interfere with, hinder or molest the animal services' staff in the execution of their

duties, or seek to release any pet in the custody of animal services.

(g) When a pet is found in violation of any provision of this article, animal control officers, at their discretion, may:

- (1) Impound the pet.
- (2) Issue notice of violation.
- (3) Issue court summons

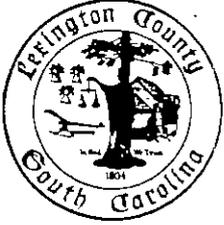
(Ord No 02-8, § 1-11, 1-14-2003)

**Sec. 10-42. Penalty for violation of article.**

The violation of any section of this article shall constitute a misdemeanor and shall be punishable under magistrate's court jurisdiction.

(Ord. No. 02-8, § 1-12, 1-14-2003)

Secs. 10-43--10-60. Reserved.



COUNTY OF LEXINGTON, SOUTH CAROLINA

**Community Development**

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

ZONING MAP AMENDMENT APPLICATION # **M06-06**

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

Applicant requests to change Road Classification of Indian River Drive from Local(L) to Residential Local Four(RL4) road.

Zoning Classifications: (Current) Local (Proposed) RL4

TMS#: \_\_\_\_\_ Property Owner: \_\_\_\_\_

Reason for the request: In order to keep character of the immediate area to single family residential only.

**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: 05/09/06 Applicant: Owner  Agent

Phone #(s): home 803-755-9820 work 803-755-3325

Signature: *Joe Mergo III* Printed Name: Joe Mergo, III

Street/Mailing Address: 112 Pinehurst Court, West Columbia SC 29170

05/09/06	Application Received
	Newspaper Advertisement
	Notices Mailed

	Fee Received
	Property Posted
	Planning Commission

Planning Commission Recommendation: \_\_\_\_\_

First Reading	Public Hearing	Second Reading	Third Reading
---------------	----------------	----------------	---------------

Results: \_\_\_\_\_



**ZONING MAP AMENDMENT APPLICATION #M06-06**

## ORDINANCE

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

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

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

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

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

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

**WHEREAS**, as further inducement to the Company, the County will utilize an existing Multi-County Industrial Park which will include the site of the Project (the "MCIP") under the provisions of Article VIII, Section 13 of the Constitution of the State of South Carolina of 1895, as amended (the "State Constitution"), and Section 4-1-170 of the Code of Laws of South Carolina, 1976, as amended (collectively, the "MCIP Law");

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

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

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

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

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

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

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

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

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

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

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

(f) Neither the Project nor any documents or agreements entered into by the County in connection therewith will give rise to any pecuniary liability of the County or incorporated municipality or to any charge against its general credit or taxing power; and

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

**Section 2.** In order to promote industry, develop trade and utilize the manpower, agricultural products and natural resources of the State, the form, terms and provisions of the Fee Agreement which is before this meeting and filed with the Clerk to County Council is hereby approved and all of the terms, provisions and conditions thereof are hereby incorporated herein by reference as if the Fee Agreement was set out in this Ordinance in its entirety. The Chair of County Council and the Clerk to County Council be and they are hereby authorized, empowered and directed to execute, acknowledge and deliver the Fee Agreement to the Company. The Fee Agreement is to be in substantially the form now before this meeting and hereby approved, or with such changes therein as shall be approved by the officials of the County executing the same, their execution thereof to constitute conclusive evidence of their approval of any and all changes or revisions therein from the form of Fee Agreement now before this meeting.

**Section 3.** The Chair of County Council and the Clerk to County Council, for and on behalf of the County, are hereby each authorized and directed to do any and all things necessary to effect the execution and delivery of the Fee Agreement and the performance of all obligations of the County under and pursuant to the Fee Agreement.

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

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

**Section 6.** The provisions of this Ordinance are hereby declared to be separable and if any section, phrase or provision shall for any reason be declared by a court of competent jurisdiction to be invalid or unenforceable, such declaration shall not affect the validity of the remainder of the sections, phrases and provisions hereunder.

**Section 7.** All orders, resolutions, ordinances and parts thereof in conflict herewith are, to the extent of such conflict, hereby repealed and this Ordinance shall take effect and be in full force from and after its passage and approval

**DONE, RATIFIED AND ADOPTED** this \_\_\_\_\_ day of \_\_\_\_\_, 2006

**LEXINGTON COUNTY, SOUTH CAROLINA**

\_\_\_\_\_  
M. Todd Cullum  
Chair of Lexington County Council

ATTEST:

By: \_\_\_\_\_  
Diana W. Burnett  
Clerk to Lexington County Council

First Reading: \_\_\_\_\_  
Second Reading: \_\_\_\_\_  
Public Hearing: \_\_\_\_\_  
Third Reading: \_\_\_\_\_

**FEE AGREEMENT**  
**BETWEEN LEXINGTON COUNTY, SOUTH CAROLINA**  
**AND**  
**SOUTH CAROLINA ELECTRIC & GAS COMPANY**

**DATED AS OF**  
**\_\_\_\_\_ , 2006**

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EXHIBIT A. Description of Land

## FEE AGREEMENT

**THIS FEE AGREEMENT** (the "Fee Agreement") is made and entered into as of \_\_\_\_\_, 2006, by and between **LEXINGTON COUNTY, SOUTH CAROLINA** (the "County"), a body politic and corporate and a political subdivision of the State of South Carolina, acting by and through its County Council (the "County Council") as governing body of the County, and **SOUTH CAROLINA ELECTRIC & GAS COMPANY**, a corporation organized and existing under the laws of the State of South Carolina (the "Company").

### WITNESSETH:

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

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

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

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

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

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

## ARTICLE I

### RECAPITULATION AND DEFINITIONS

**SECTION 1.1. *Statutorily Required Recapitulation.*** Pursuant to Section 12-44-55(B), the County and the Company agree to waive the recapitulation requirements of Section 12-44-55. If the Company should be required to retroactively comply with the recapitulation requirements of Section 12-44-55, then the County agrees to waive all penalties and fees of the County for the Company's noncompliance.

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

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

#### **SECTION 1.3. *Definitions.***

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

**"Annual Special Source Revenue Credit"** means an annual credit for ten (10) years, beginning with respect to the property tax year in which the Project property is first subject to Payments-in-Lieu of Taxes granted by the County to the Company for the purpose of defraying a portion of the cost of infrastructure improvements of the Company pursuant to Section 12-44-70 of the Act, and/or Section 4-1-175 of the Code of Laws of South Carolina, as amended, in an amount equal to 20% of the annual Payments-in-Lieu-of Taxes relating to the Project.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

“**Improvements**” shall mean improvements now or hereafter situated on the land identified on Exhibit A hereto, together with any and all additions, accessions, replacements and substitutions thereto or therefor, and all fixtures now or hereafter attached thereto, to the extent such additions, accessions, replacements, and substitutions become part of the Project under this Fee Agreement.

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

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

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

**“Multi-County Industrial and Business Park Agreement”** shall mean the Multi-County Industrial and Business Park Agreement dated December 11, 1995 and all amendments thereto between the County and Calhoun County.

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

**“Payments-in-Lieu-of-Taxes”** means the payments to be made by the Company pursuant to Section 5.1 of this Agreement.

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

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

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

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

**“State”** means the State of South Carolina.

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

## ARTICLE II

### LIMITATION OF LIABILITY; INDUCEMENT

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

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

## ARTICLE III

### REPRESENTATIONS, WARRANTIES AND COVENANTS

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

#### ARTICLE IV

#### COMMENCEMENT AND COMPLETION OF THE PROJECT

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

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

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

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

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

## ARTICLE V

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

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

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

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

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

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

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

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

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

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

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

the Project, or part thereof, disposed of, or deemed disposed of, pursuant to this Section 5.2. In the event that such disposal (without replacement) reduces the Company's gross investment below thirty-five (\$35,000,000) million dollars, then the Project shall revert to ad valorem taxation and this agreement shall terminate pursuant to Section 12-44-140 of the Act.

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

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

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

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

## ARTICLE VI

### PROPERTY TAX EXEMPTION AND ABATEMENT

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

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

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

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

## ARTICLE VII

### EFFECTIVE DATE

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

## ARTICLE VIII

### SPECIAL COVENANTS

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

### **SECTION 8.2. *Indemnification Covenants***

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

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

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

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

## ARTICLE IX

### EVENT OF DEFAULT AND REMEDIES

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

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

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

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

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

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

**ARTICLE X**

**OPTION OF THE COMPANY**

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

**ARTICLE XI**

**MISCELLANEOUS**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

[INTENTIONALLY BLANK]

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

**LEXINGTON COUNTY, SOUTH CAROLINA**

\_\_\_\_\_  
M. Todd Cullum, Chairman  
Lexington County Council

**ATTEST:**

\_\_\_\_\_  
Diana W. Burnett  
Clerk, Lexington County Council

**SOUTH CAROLINA ELECTRIC & GAS COMPANY**

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

## EXHIBIT A

### DESCRIPTION OF LAND

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

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

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

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



**ORDINANCE NO. 06-02**

**AN ORDINANCE TO AMEND ORDINANCE NO. 95-12 AS AMENDED BY SUBSEQUENT ORDINANCES RELATING TO THE JOINT COUNTY INDUSTRIAL PARK OF LEXINGTON AND CALHOUN COUNTIES SO AS TO ENLARGE THE PARK.**

**WHEREAS**, pursuant to Ordinance No. 95-12 enacted September 11, 1995, by Lexington County Council, Lexington County entered into an agreement for development of a joint county industrial and business park dated as of December 11, 1995, with Calhoun County (the "Original Agreement"), which Original Agreement was amended, pursuant to the authority contained in subsequent Ordinances enacted by Lexington County Council for Amendments to the Original Agreement (collectively referred to as the "Park Agreement"); and

**WHEREAS**, pursuant to Section 3 of the Park Agreement, the boundaries of the park created therein (the "Park") may be enlarged pursuant to ordinances of the respective County Councils of Calhoun County and Lexington County; and

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

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

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

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

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

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

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

**DONE** in meeting duly assembled this \_\_\_\_ day of \_\_\_\_\_, 2006.

**LEXINGTON COUNTY, SOUTH CAROLINA**

(SEAL)

By: \_\_\_\_\_  
M. Todd Cullum, Chairman of County Council  
Lexington County, South Carolina

ATTEST:

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

First Reading: \_\_\_\_\_  
Second Reading: \_\_\_\_\_  
Public Hearing: \_\_\_\_\_  
Third Reading: \_\_\_\_\_



## EXHIBIT A

### LAND DESCRIPTION

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



STATE OF SOUTH CAROLINA )  
 )  
 )  
 COUNTY OF LEXINGTON ) **AMENDMENT OF AGREEMENT**  
 COUNTY OF CALHOUN ) **OF JOINT COUNTY INDUSTRIAL PARK**  
 ) **OF LEXINGTON AND CALHOUN**  
 ) **COUNTIES**

**THIS AGREEMENT** for an amendment of an agreement for the development of a joint county industrial park located within Lexington County, South Carolina, and Calhoun County, South Carolina, dated December 11, 1995, by and between the County of Lexington and the County of Calhoun both political subdivisions of the State of South Carolina (the "Agreement"), as previously amended, is made and entered into as of this \_\_\_\_ day of \_\_\_\_\_, 2006, by and between the parties hereto ("Amended Agreement").

**RECITALS**

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

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

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

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

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

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

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

3. **Amendment to the Agreement.** As of the date of this Amended Agreement, the Agreement, as previously amended, is hereby further amended, in accordance with Section 3 of the Agreement, so as to expand the Park premises in Lexington County by the addition of one(1) tract of real estate, said real estate comprising a project which is subject to a fee-in-lieu agreement between Lexington County and South Carolina Electric & Gas Company dated \_\_\_\_\_, 2006. Said tract is described on Exhibit A attached hereto, the description of which may be clarified by agreement of the parties.

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

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

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

WITNESS our hands and seals this \_\_\_\_\_ day of \_\_\_\_\_, 2006.

[SIGNATURES ON FOLLOWING PAGES]

**EXECUTION PAGE  
TO**

**AMENDMENT OF AGREEMENT FOR JOINT COUNTY INDUSTRIAL PARK**

LEXINGTON COUNTY COUNCIL:

By: \_\_\_\_\_  
M. Todd Cullum, Chairman of County Council  
Lexington County, South Carolina

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

**EXECUTION PAGE  
TO  
AMENDMENT OF AGREEMENT FOR JOINT COUNTY INDUSTRIAL PARK**

CALHOUN COUNTY COUNCIL:

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

ATTEST:

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

## EXHIBIT A

### LAND DESCRIPTION

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



## COMMITTEE REPORT

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

**DATE:** May 12, 2006

**COMMITTEE:** Planning and Administration

**MAJORITY REPORT:** Yes

---

The Planning and Administration Committee convened on Tuesday, May 9, 2006 to consider a grant request from Library Services.

Mr. Dan MacNeill, Director of Library Services, had requested authorization to apply for a Library Services and Technology Act (LSTA) Continuing Education Sub-Grant. He said the grant would provide funds for an employee to attend the annual conference of the American Library Association. The grant amount is \$1,694.00. The State Library will contribute \$1,005 with the County contributing \$689.

The committee voted to recommend to full Council to approve staff's request to move forward with the grant application.

**COUNTY OF LEXINGTON**  
**FINANCE DEPARTMENT**

**interoffice**

MEMORANDUM

---

**to:** County Council

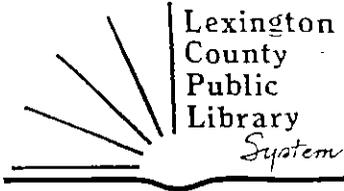
**from:** Kristi Hornsby, Manager of Grants Administration

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

**date:** May 1, 2006

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

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



# LEXINGTON COUNTY PUBLIC LIBRARY SYSTEM

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](http://www.lex.lib.sc.us)

## MEMORANDUM

TO: Kristi Hornsby

FROM: Dan MacNeill *DM*

RE: Grant Application for Continuing Education Conference

DATE: April 25, 2006

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

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

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

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

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

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

**Application -- Part I of III**

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

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

**Relationship to the State Library's 5-Year Plan**

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

**Relationship to LSTA Purposes**

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

Estimated number of persons in target audience for grant: 116

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

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

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

Date \_\_\_\_\_

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

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

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

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

Application -- Part II of III

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

THIS CONTRACT PAGE MUST BE COMPLETED BY THE LIBRARY DIRECTOR

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

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

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

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

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

See Attachment A

Signature: \_\_\_\_\_  
(Library Director or Board Chair)

Date: \_\_\_\_\_

\*Attach additional sheets as needed.

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

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

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

**Application -- Part III of III**

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

**THIS PAGE MUST BE COMPLETED BY THE PARTICIPANT**

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

Name of CE event:

American Library Association Annual Conference

Sponsoring Organization: American Library Association

Location: New Orleans, LA

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

Participant Name and title (Please print):

Lauren "Lolly" Petroff, Reference Librarian

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

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

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

**Narrative Section**

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

Signature: \_\_\_\_\_  
 (Participant)

Date: \_\_\_\_\_

## **Attachment A**

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

## **Attachment B**

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

## **Attachment C**

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



Name Lauren "Lolly" Petroff Member Number 1082608

**I Annual Conference Registration:**

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

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

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

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

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

All fees in US Dollars

Total from Section I or II \_\_\_\_\_

**III Other Events**

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

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

Total from Section III \_\_\_\_\_

Add the total from sections I, II and III above, and enter here:

Total Amount Enclosed \$150.00

**Payment Information** Check the type of payment enclosed

Check  Visa  Mastercard  American Express

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

[Signature] 7/06  
Credit Card Number \_\_\_\_\_ Expiration Date \_\_\_\_\_

Signature

**Please Note:**

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



# PRE-REGISTRATION FORM

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

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

Mr  Ms  Mrs

Member Number 1082608

Name First Laura "Lolly" Last Petroff

Position Title Reference Librarian

Organization Name Lexington County Public Library

Address ~~1500 Wagonstar Rd~~ 1420 Cherokee Dr

Address Line 2 \_\_\_\_\_

City West Columbia State SC Postal Code 29169

Country USA

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

E-mail lpetroff@lexlibscus Is this above mailing address  
 Home  Work

Interests: I would like to receive information from exhibitors like you, sponsors, contacts and other notifiers.  
 Count me in!  Yes  No

**Badge Information:** Complete the information below, abbreviating as needed. Write clearly and please do not exceed the maximum characters.

I will be picking up my badge onsite. Please do not mail.

First Name Lolly Petroff  
 (15 characters)

Last Name \_\_\_\_\_  
 (13 characters)

Institution/Organization Lexington County Pub. Lib  
 (25 characters)

City West Columbia State SC  
 (25 characters)

I require special assistance on-site.

My daytime phone number is \_\_\_\_\_

Please explain details. Attach a separate sheet if necessary.

## Instructions:

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

### THREE WAYS TO PRE-REGISTER

#### By Mail

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

#### By Fax

To city with a credit card fax completed form to:  
 312-280-1538 DO NOT mail in faxed form

#### Online

Access the ALA Annual Conference 2006 homepage at <http://www.ala.org/annual> and select "Registration"

**Cancellation Policy:** Written requests for refunds must be postmarked by July 13, 2006. Cancellation of registration will result in a handling fee of \$25 for each form cancelled. No phone cancellations. No refunds after May 19, 2006. No refunds given for "Exhibits Only" and "Exhibits Plus" packages. Refunds will be processed after July 1, 2006.

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

- 01 Principal Product Interest (circle one)  
 01 Book, Periodicals, Document  
 02 Library Automation  
 03 Equipment, Furniture, Shelving  
 04 AV/Equipment/ Materials  
 05 Services  
 06 Other Products and Services
- 02 Purchasing Decision-Making Role (circle one)  
 01 Final 02 Specify  
 03 Recommend 04 No Role
- 03 Purchase Plans Next 12 Mos. (circle one)  
 01 \$0-49,999 02 50,000-99,999  
 03 100,000-249,999 04 250,000-499,999  
 05 500,000-999,999 06 1 million +
- 04 Operating Expenditures (circle one)  
 01 \$0-499,999 02 500,000-999,999  
 03 1 mil-1,999,999 04 2 mil-4,999,999  
 05 5 mil +



## COUNTY OF LEXINGTON, SOUTH CAROLINA

### **ORDINANCE 06-03** **AN ORDINANCE ADOPTING AN ANNUAL BUDGET FOR** **FISCAL YEAR 2006-07**

**WHEREAS**, South Carolina Code § 4-9-120 and § 4-9-130 require that County Council shall adopt an annual budget; and

**WHEREAS**, the annual budget shall be based upon estimated revenues and shall provide appropriations for County operations and debt service for all County departments and agencies.

**NOW, THEREFORE**, be it ordained and enacted by the Lexington County Council as follows:

#### **SECTION 1 - GENERAL**

The fiscal year 2006-07 County budget for Lexington County, South Carolina, a copy of which is attached hereto and incorporated herein by way of reference, is hereby adopted.

#### **SECTION 2 - COUNTY OPERATIONS TAX LEVY**

There shall be levied, for County operations on all taxable property in Lexington County, sufficient taxes to fund the referenced budget in the number of mills allowed in Code Section 6-1-320. (Specifically, all operating millage amounts are increased by the amount of the increase in the consumer price index for the preceding calendar year.)

#### **SECTION 3 - DEBT SERVICE TAX LEVY**

The County Auditor is hereby authorized and directed to levy millages for all county and special district debt service funds in amounts sufficient to retire their respective debts.

#### **SECTION 4 - MILLAGE AGENCY TAX LEVY**

There shall be levied, for millage agencies (Lexington County Recreation and Aging Commission, Irmo-Chapin Recreation Commission, Midlands Technical College, Riverbanks Park, Irmo Fire District) on all taxable property in their respective districts, sufficient taxes to fund their respective budgets in the number of mills, allowed in Code Section 6-1-320 (Specifically, all agency millage amounts are increased by the amount of the increase in the consumer price index for the preceding calendar year.)

**SECTION 5 - BUDGETARY ESTIMATES**

Anticipated revenues are stated as estimates and the respective appropriations are maximum and conditional. Should actual funding sources for any such fund be less than projected, the Administrator shall reduce budgeted expenditures attributable to said fund.

**SECTION 6 - BUDGETARY CONTROL**

Departments and/or other organizational units are bound to the appropriated expenditures incorporated herein. Upon the written request of the department head, the County Administrator, or his designated representative, is hereby authorized to effect transfers between line items.

Any departments which overspend their spending levels for two consecutive months shall have sufficient personnel in their department removed from the County payroll to fully compensate, prior to June 30, 2007, the impending overrun.

**SECTION 7 - LINE ITEM CARRYOVERS**

Any line items previously appropriated and/or properly encumbered as of June 30, 2006, shall be carried forward as an appropriation of fiscal year 2006-07 upon the recommendation of the County Administrator, and by passage of a budgetary amendment resolution by County Council.

**SECTION 8 - NEW GRANTS**

Grant funds applied for or received after the budget year, and therefore not stated in this budget ordinance, shall, by passage of a budgetary amendment resolution by County Council authorizing the acceptance of the grant and its appropriations, be accounted for in appropriate special revenues funds. The specific grant provisions shall direct the manner of expenditure of these funds.

**SECTION 9 - OTHER MISCELLANEOUS RECEIPTS**

Revenues other than those originally budgeted may be expended as directed by their respective revenue source after they are accepted and appropriated by the County Council by passage of the budgetary amendment resolution. Such funds include, but are not limited to, contributions, donations, special events, insurance and similar recoveries. These funds may be appropriated for any costs or overruns or new projects upon approval of County Council

**SECTION 10 - LINE OF CREDIT AUTHORIZATION**

From time to time it may be necessary for the administration of the County (or any other agency for which the county levies taxes) to borrow in anticipation of tax revenues to guarantee continuity in regular operations. To provide for such contingencies, the administration of the county (or the respective agencies) is hereby authorized to borrow in anticipation of ad valorem tax collections. Such authorization may only be exercised upon certification of need by both the County Treasurer and the Finance Director (or the CEO of the agency and the Chief Financial Officer) and any amount borrowed must be obtained at the lowest possible interest rate and repaid as quickly as practical.

**SECTION 11 - SEVERABILITY**

If for any reason any provision of this Ordinance shall be declared invalid or unconstitutional, such shall not affect the remaining provisions of this Ordinance.

This Ordinance shall become effective July 1, 2006.

Enacted this \_\_\_\_\_ day of \_\_\_\_\_, 2006.

\_\_\_\_\_  
M. Todd Cullum, Chairman

ATTEST:

\_\_\_\_\_  
Diana W. Burnett, Clerk

First Reading:

Second Reading:

Public Hearing:

Third & Final Reading:

Filed w/Clerk of Court: