

**AGENDA**  
**LEXINGTON COUNTY COUNCIL**  
**Committee Meetings**  
**Tuesday, July 25, 2006**  
**Second Floor - County Administration Building**  
**212 South Lake Drive, Lexington, SC 29072**  
**Telephone - 803-785-8103 -- FAX 803-785-8101**

**1:05 p.m. - 2:20 p.m. - Planning and Administration**

- (1) Update on the Midlands Commission on Homelessness - Mr. Samuel J. Tenenbaum
- (2) Intergovernmental Cooperative Agreement - City of Cayce - Community Development -  
 Ronald Scott, Director ..... **B**
- (3) Zoning Text Amendment T05-11 - Article 2 - Application of Regulations; Chapter 3,  
 Buffering Restrictions - (Height Regulations) - 2<sup>nd</sup> Reading ..... **C**
- (4) Zoning Text Amendment T06-04 - Article 2 - Application of Regulations; Buffering  
 Restrictions (Golf Courses) - 2<sup>nd</sup> Reading ..... **D**
- (5) Authorization for a Grant Submittal for Pictometry - Planning & GIS - Charlie Compton,  
 Director ..... **E**
- (6) Impact Fees - Planning & GIS - Charlie Compton, Director ..... **F**
- (7) Approval of Quit Claim Deed ..... **G**
- (8) Information Services Technology Assessment by State Chief Information Office (CIO) -  
 Information Services - Jim Schafer, Director and Ms. Dell Ford, Director of Information  
 Management Services, CIO ..... **H**
- (9) Approval of Minutes - Meeting of June 20, 2006 ..... **I**
- (10) Old Business/New Business
- (11) Adjournment

**2:20 p.m. - 2:40 p.m. - Justice**

- (1) New Position - Assistant Solicitor - Solicitor's Office - The Honorable Donnie Myers,  
 Solicitor - Eleventh Judicial Circuit ..... **J**
- (2) Update of the False Alarm Ordinance - Sheriff's Department - Chief Keith Kirchner ..... **K**
- (3) Update on Litter Control - Sheriff's Department - Chief Keith Kirchner ..... **L**
- (4) Approval of Minutes - Meeting of June 20, 2006 ..... **M**
- (5) Old Business/New Business
- (6) Adjournment

**2:40 p.m. - 2:45 p.m. - Health & Human Services**

- (1) Contract for Property Purchase ..... **N**
- (2) Old Business/New Business
- (3) Adjournment

**2:45 p.m. - 3:35 p.m. - Public Works**

- (1) Lexington County Recreation Request - Public Works - John Fechtel, Director . . . . . **O**
- (2) SCDHEC New NPDES Permit Requirements - Public Works - John Fechtel, Director . . . . . **P**
- (3) Carolina Clean Program for NPDES Phase II Permit - Public Works - John Fechtel,  
Director . . . . . **Q**
- (4) Revised Stormwater Management Ordinance - Public Works - John Fechtel, Director . . . . . **R**
- (5) Approval of Minutes - Meeting of June 20, 2006 . . . . . **S**
- (6) Old Business/New Business
- (7) Adjournment

**3:35 p.m. - 4:15 p.m. - Economic Development**

- (1) 2006-2007 CEDS Priority Listing for Lexington County - Robin Cooley, Senior Planner -  
CMCOG . . . . . **A**
- (2) Project Coyote - Economic Development - Al Burns, Director
- (3) Project Blue - Economic Development - Al Burns, Director
- (4) Old Business/New Business
- (5) Adjournment

**Planning & Administration**

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

**Health & Human Services**

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

**Economic Development**

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

**Justice**

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

**Public Works**

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

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

**Tuesday, July 25, 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 - Katherine Doucett, County Administrator**

Employee of the 1<sup>st</sup> Quarter for 2006

Employee of the 2<sup>nd</sup> Quarter for 2006

**Resolution** ..... **T**  
(1) Samuel J. Tenenbaum

**Appointments** ..... **U**

**Bids/Purchases/RFPs**

- (1) F1 Computers and Monitors - Information Services ..... **V**
- (2) Request for Approval to Utilize Request for Qualifications Process for GIS Software  
    Consultant Services - Planning/GIS/Information Services ..... **W**
- (3) MSA Equipment - Sole Source Procurement - Public Safety/Fire Service ..... **X**
- (4) Uniforms - Term Contract - Sheriff's Department and Public Safety/Fire Service/EMS ..... **Y**
- (5) Bullard Tacsight S1 Camera - Public Safety/Homeland Security ..... **Z**
- (6) Fleet Vehicle Addition - Public Works ..... **1**
- (7) (1) Full Service K-9 and Equipment - Sheriff's Department ..... **2**
- (8) Fleet Vehicle Replacements - Sheriff's Department ..... **3**
- (9) Panasonic Laptops and Accessories - Sheriff's Department ..... **4**
- (10) Prosecution Case Management System (PCMS) Hardware and Software - Solicitor's Office ..... **5**

**Chairman's Report**

**Administrator's Report**

**Approval of Minutes - Meeting of June 20, 2006** ..... 6

**Zoning Amendments**

(1) Zoning Map Amendment M06-03 - 2211 Lake Murray Blvd., Columbia, SC 29212  
TMS# 002697-01-013 - 3<sup>rd</sup> and Final Reading ..... 7

(2) Zoning Map Amendment M06-10 - 178 St. Andrews Road, Columbia - Announcement of  
1<sup>st</sup> Reading ..... 8

**Ordinances**

(1) Ordinance 06-04 - Authorizing the Acceptance of the Transfer of Authority for Conducting  
Municipal Elections in Municipalities within the County of Lexington to the Lexington  
County Voter Registration and Election Commission - 2<sup>nd</sup> Reading ..... 9

(2) Ordinance 06-05 - County General Obligation Bond - Not to Exceed \$13 Million -  
2<sup>nd</sup> Reading ..... 10

(3) Ordinance 06-06 - Amend the Multi-County Industrial Park with Calhoun County to add  
Loxcreen Property - 2<sup>nd</sup> Reading ..... 11

(4) Ordinance 06-07 - Approving the Agreement Between the County of Lexington and Ribeau  
Entertainment, LLC Regarding Relocation of Hockey Team and Construction of Arena -  
2<sup>nd</sup> Reading ..... 12

(5) Ordinance 06-08 - Authorizing the Execution of an Amended Agreement Creating a Regional  
Transit Authority of the Geographic Areas of Lexington and Richland Counties and the  
Municipalities Contained Therein, to be Known as the Central Midlands Regional Transit  
Authority; Authorizing a County-Wide Referendum on the Question of Ratifying the  
Execution of the Amended Agreement - 2<sup>nd</sup> Reading ..... 13

**Committee Reports**

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

- (1) Intergovernmental Cooperative Agreement - City of Cayce - Community Development -  
Ronald Scott, Director - **Tab B**
- (2) Zoning Text Amendment T05-11 - Article 2 - Application of Regulations; Chapter 3,  
Buffering Restrictions - (Height Regulations) - 2<sup>nd</sup> Reading - **Tab C**
- (3) Zoning Text Amendment T06-04 - Article 2 - Application of Regulations; Buffering  
Restrictions (Golf Courses) - 2<sup>nd</sup> Reading - **Tab D**
- (4) Authorization for a Grant Submittal for Pictometry - Planning & GIS - **Tab E**
- (5) Approval of Quit Claim Deed - **Tab G**

**Justice, S. Davis, Chairman**

- (1) New Position - Assistant Solicitor - Solicitor's Office - **Tab J**

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

- (1) Approval of Contract for Property Purchase - **Tab N**

**Public Works, B. Derrick, Chairman**

- (1) Legal Closing of a Portion of Nursery Road - Public Works ..... **14**
- (2) Waste Transportation Litter Control Program - Solid Waste Management ..... **15**

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

- (1) 2006-2007 CEDS Priority Listing for Lexington County - Robin Cooley, Senior Planner -  
CMCOG - **Tab A**

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

- (1) Ordinance 06-05 - County General Obligation Bond - Not to Exceed \$13 Million - **Tab 10**
- (2) Ordinance 06-06 - Amend the Multi-County Industrial Park with Calhoun County to add  
Loxcreen Property - **Tab 11**
- (3) Ordinance 06-07 - Approving the Agreement Between the County of Lexington and Ribeau  
Entertainment, LLC Regarding Relocation of Hockey Team and Construction of Arena -  
**Tab 12**
- (4) Ordinance 06-08 - Authorizing the Execution of an Amended Agreement Creating a Regional  
Transit Authority of the Geographic Areas of Lexington and Richland Counties and the  
Municipalities Contained Therein, to be Known as the Central Midlands Regional Transit  
Authority; Authorizing a County-Wide Referendum on the Question of Ratifying the  
Execution of the Amended Agreement - **Tab 13**

**Budget Amendment Resolutions**

**OLD BUSINESS/NEW BUSINESS**

**EXECUTIVE SESSION/LEGAL BRIEFING**

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

**ADJOURNMENT**

## MEMORANDUM

To: Diana Burnett

From: Robin Cooley

RE: CEDS Priority Listing for County Council meeting

Date: June 30, 2006

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I would request County Council concurrence on the attached CEDS Priority Listing for Lexington County. I understand that this item would be placed on the agenda of the July 25, 2006 County Council Subcommittee and then on the next County Council meeting agenda. Please find attached the following items:

- A brief summary of the purpose of the priority listing and the Comprehensive Economic Development Strategy (CEDS)
- The 2006-2007 CEDS Priority Listing for Lexington County
- A sample letter that we will need from County Council concurring with the CEDS, particularly, the priority listing. This letter will need to be put on County letterhead. **Please send this letter directly to me.** The original will need to be included with the CEDS submittal from the region as one document.

Thank you for all of your assistance with this, and, if you need any additional items or information, please do not hesitate to contact me at 803-744-5136 (phone), 803-376-5394 (fax) or [rcooley@centralmidlands.org](mailto:rcooley@centralmidlands.org)

U.S. Economic Development Administration – Comprehensive Economic Development Strategy (CEDS)

County Council is requested to approve the Comprehensive Economic Development Strategy (CEDS) for the Central Midlands Region, in particular the elements of the plan relating to Lexington County.

In order to remain eligible for U.S. Economic Development Administration (EDA) funding, EDA requires that each region have and maintain a CEDS. The CEDS is a Comprehensive Economic Development Strategy. This document has been called an OEDP (Overall Economic Development Plan) in the past. EDA requires that the CEDS must be updated annually, and every 5 years it must be revised. During 2003, the Central Midlands region completed the required 5 year revision to the CEDS in order to include 2000 Census Data. This year, the region is submitting an annual update. As part of the annual update, regional project priority listings must be revised and included in the document. Any project that EDA considers for funding from the region will come from these priority listings. If a project comes up later that is eligible for EDA funding but is not on the list, the list can be amended.

The adoption of the CEDS allows the Central Midlands region to maintain eligibility for EDA funding in the future. Without the CEDS document, the region is not eligible to receive EDA funding consideration. In Lexington County, EDA has most recently participated in funding of Pirelli.

Approving the request will maintain the Central Midlands region's eligibility for EDA funding consideration. Not approving the request will jeopardize the region's eligibility for EDA funding.

**ANNOTATION OF PROJECTS ON THE LEXINGTON COUNTY  
PRIORITY LIST FOR 2006-2007**

**Water Facilities**

1. Linking of the Batesburg-Leesville water system with that of the Gilbert-Summit Water District via a 12" main extending east along US 1 to Lewie Road. Batesburg-Leesville has surplus water filtration capacity that can meet the needs of the Gilbert-Summit area.

<u>Primary Applicant</u>	<u>Estimated Cost</u>
Town of Batesburg-Leesville/ Gilbert-Summit Water District	\$650,000
Addressed in Plan: Short range capital improvements plans of the town and the water district	
Source of Funds: EDA, CDBG, Rural Development of USDA and local funds	
When Begun: 2003	

**Industrial Park Facilities**

2. Development of a new industrial park in the US 321 Corridor to include water and sewer, storm drainage, and miscellaneous improvements to attract manufacturers and businesses to industry poor Lexington School District 4.

<u>Primary Applicant</u>	<u>Estimated Cost</u>
Lexington County	\$3.0 million
Addressed in Plan: Lexington County economic development plans	
Source of Funds: EDA, CDBG, Office of Local Gov. of State Budget and Control Board and local funds	
When Begun: 2004	

**Water and Sewer Facilities**

3. Improve the water and sewer capacity in Chapin area through expansion of sewer treatment plant and new booster pumps for water system.

<u>Primary Applicant</u>	<u>Estimated Cost</u>
Town of Chapin and City of Columbia	\$1.5 million
Addressed in Plan: Long range capital improvements of the town	
Source of Funds: EDA, CDBG, State Infrastructure Revolving Loan fund and local funds	
When Begun: 2005	

**Business/Industrial Park Facilities**

4. Development of a new business/industrial park near Chapin probably with access near the SC 48/I-26 interchange to include water and sewer, storm drainage, and miscellaneous improvements.

<u>Primary Applicant</u>	<u>Estimated Cost</u>
Town of Chapin/Lexington County/Richland County	\$3.0 million
Addressed in Plan: Lexington County economic development plans	
Source of Funds: EDA, CDBG, Office of Local Government of the S. C. Budget and Control Board and local funds	
When Begun: 2004	

### Industrial Park Facilities

5. Development of a 147 acre industrial park in concert with Lexington County at the intersection of U. S. 1 and Highway 23 at the eastern end of Batesburg-Leesville. Site design work is underway. Water is already available, but roads, drainage improvements, and sewer need to be supplied. Plans have been prepared by the project engineer.

<u>Primary Applicant</u>	<u>Estimated Cost</u>
Town of Batesburg-Leesville	\$2.0 million
Addressed in Plan: Town Comprehensive Plan and short range economic development plans	
Source of Funds. EDA, CDBG, Office of Local Government of the S. C. Budget and Control Board and local funds	
When Begun: 2002	

### Sewer Facilities

6. Expand treatment capacity of the Cayce Wastewater Treatment Plant on New State Road in Cayce from 9.5 MGD to 16 MGD to handle additional waste loads from the Swansea, Lexington, Pine Ridge and South Congaree areas of Lexington County. Final design of project is nearly complete

<u>Primary Applicant</u>	<u>Estimated Cost</u>
City of Cayce	\$30.0 million
Addressed in Plan: City capital improvements plans and the long range plan of the S. C. Budget and Control Board, Division of Regional Development	
Source of Funds. State bond funds through the DRD of the S. C. Budget and Control Board, bonded debt, capacity fees and local funds	
When Begun: 2007	

### Water Facilities

7. To provide for adequate water storage in the Town of Lexington activities will include one new transmission line from the West Columbia Lake Murray Water Filtration Plant to the Hite Water Tank and one new transmission line from the Hite Water Tank to a new 1.0 million gallon elevated storage tank.

<u>Primary Applicant</u>	<u>Estimated Cost</u>
Town of Lexington	\$4.2 million
Addressed in Plan: Short range capital improvement plan of the town	
Source of Funds. EDA, State Infrastructure Revolving Loan funds and local funds	
When Begun: 2003	

### Water Facilities

8. Expansion of Lake Murray water filtration plant from 13.5 MGD to 22.5 MGD. Expansion needed to supply the growing water demand for Lexington County Water and Sewer Commission, Town of Lexington and areas supplied by the City of West Columbia.

<u>Primary Applicant</u>	<u>Estimated Cost</u>
City of West Columbia	\$6.2 million
Addressed in Plan	
Source of Funds: Local funds, state infrastructure funds, Office of Local Government Budget and Control Board	
When Begun: 2004	

**Industrial Park Facilities**

- 9. Development of approximately 175 acres for a new industrial park in the I-26 corridor to include water and sewer, storm drainage, and miscellaneous improvements.

Primary Applicant Estimated Cost  
Lexington County \$5.7 million  
Addressed in Plan: Lexington County economic development plans; Consolidated Plan for Lexington County  
Source of Funds: EDA, CDBG, State Budget & Control Board Office of Local Gov and local funds  
When Begun: 2005

**Industrial Park Facilities**

- 10. Begin planning and development of a new industrial park in the I-20 corridor.

Primary Applicant Estimated Cost  
Lexington County \$3.5 million  
Addressed in Plan: Lexington County economic development plans, Consolidated Plan for Lexington County  
Source of Funds: EDA, CDBG, State Budget & Control Board Office of Local Gov and local funds  
When Begun: 2006

**Water System Improvements**

- 11. Improve transport/delivery of water to the intersection of Calks Ferry Road and Highway 1. The proposed improvements would include over 50,000 LF of water main extension, a booster pump station and storage tank. This activity is currently in the planning stages. A PER has been done.

Primary Applicant Estimated Cost  
Lexington County Joint Municipal Water and Sewer Commission \$6.3 million  
Addressed in Plan: Water and Sewer Commission Capital Improvement Plans  
Source of Funds: EDA, Joint Municipal Water and Sewer Commission, local funds, state infrastructure funds  
When Begun: 2006

**Water and Sewer Facilities**

- 12. Expand water and sewer in South Congaree and Pine Ridge to implement the recommendations of an EDA mini-technical assistance study on the topic. The towns plan the extension of water and sewer via 12" mains from US 321 west along Pine Ridge Drive.

Primary Applicant Estimated Cost  
City of Cayce \$3.0 million  
Addressed in Plan: Long range capital improvement plans of the two towns and Cayce  
Source of Funds: EDA, State Infrastructure Revolving Loan Funds, CDBG and local Funds  
When Begun:

**Technology/Enterprise Campus Facility and Infrastructure Development**

- 13. The Midlands Technical College Enterprise Campus has been established to attract facilities dedicated to second-tier incubation, research commercialization and public-private development of 100 acres of college property in Northeast Richland County. The college, through the MTC

Enterprise Campus Authority, proposes the initial development of a 32,000 square foot multi-purpose building containing four 5,000 square foot bays with water, compressed air, electronic multi-power, and computer drops, along with classrooms, five offices, storage areas, restrooms and a lobby. Infrastructure improvements for the entire 100 acres include development of water, sewer, storm drainage, streets and utility support, including connectivity to the college's phone and intranet.

<u>Primary Applicant</u> Midlands Technical College Addressed in Plan: Midlands Technical College Master Plan Source of Funds: EDA and local When Begun: 2006	<u>Estimated Cost</u> \$6.5 million
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**Sewer Facilities**

14. Extension of sewer service to the Lexington County – Pelion Airport from the Lexington County Joint Municipal Water and Sewer Commission's existing sanitary sewer system. Provision of sewer service to the area would make it more attractive to industries locating in the area. A Preliminary Engineering Report has been completed.

<u>Primary Applicant</u> Lexington County Joint Municipal Water and Sewer Commission Addressed in Plan: Source of Funds: EDA, Joint Municipal Water and Sewer Commission, local funds When Begun: 2006	<u>Estimated Cost</u> \$3.2 million
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**Technology/Enterprise Campus Facility and Infrastructure Development**

15. The Midlands Technical College proposes the construction of a 68,000 SF engineering technology and general purpose classroom facility at their Northeast Richland County Technology Campus. The facility will allow MTC to expand their engineering technology program.

<u>Primary Applicant</u> Midlands Technical College Addressed in Plan: Midlands Technical College Master Plan Source of Funds: EDA, bonds, local cash When Begun: 2008	<u>Estimated Cost</u> \$19.0 million
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**TOTAL            \$97.75 million**

**All projects are listed in priority order by the Lexington County CEDS Priority Setting Committee.**

August \_\_\_\_\_, 2006

Director  
U.S. Department of Commerce  
Economic Development Administration  
401 West Peachtree Street, NW  
Suite 1820  
Atlanta, GA 30308-3510

Dear Sir/Madam:

At a regularly scheduled Lexington County Council meeting on \_\_\_\_\_, 2006, the Lexington County Council approved by resolution the Comprehensive Economic Development Strategy (CEDS) for the Central Midlands region and particularly the elements of that plan relating to Lexington County. The regional CEDS was prepared for your consideration, as well as for the board of the Central Midlands Council of Governments, by Central Midlands staff working with appointees to the Economic Development Planning Advisory Committee. They assisted in the identification of project priorities contained within the Comprehensive Economic Development Strategy.

The CEDS, as it applies to Lexington County, will aid the County in evaluating its economic status, progress, and needs. The plan contains a list of economic development projects of great need by Lexington County and its municipalities. EDA participation in funding these projects will greatly assist in relieving long-term economic distress and mitigate hardship among the low and moderate income segments of the population. The plan, as prepared, will also assist the county in obtaining funding from other federal agencies as well as from the State of South Carolina.

Sincerely,

Chairman  
Lexington County Council



# County of Lexington

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

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## MEMORANDUM

TO: Planning and Administration Committee  
Lexington County Council

THROUGH: Katherine Doucett, County Administrator

FROM: Ronald T. Scott, Community Development Director *RS*

DATE: July 17, 2006

RE: Invitation to Participate in CDBG Program and Intergovernmental Cooperative Agreement with the City of Cayce

The City of Cayce recently contacted our Community Development Block Grant (CDBG) staff to inquire about the City participating in the County's CDBG program. The City was informed that County Council would have to invite them to participate and that a cooperative agreement must be executed by both parties. This is the same procedure recently followed to invite the City of West Columbia to participate in our CDBG program.

Attached is a draft letter of invitation to the City of Cayce and a draft Intergovernmental Cooperative Agreement. The agreement was prepared by staff, reviewed by HUD, and reviewed and agreed upon by the County Attorney. The United States Department of Housing and Urban Development (HUD) has given us an extended deadline of 12:00 Noon on July 28, 2006 to submit all required documentation.

We recommend that Council approve the invitation to participate and the Intergovernmental Cooperative Agreement. This action will allow the City of Cayce to participate in the County's CDBG program effective July 1, 2007.

July 25, 2006

The Honorable Avery B. Wilkerson, Jr.  
Mayor, City of Cayce  
P.O. Box 2004  
Cayce, South Carolina 29171

Subject Invitation to Participate in CDBG Program and Intergovernmental Cooperative Agreement

Dear Mayor Wilkerson.

By notice of this letter, Lexington County Council invites the City of Cayce to join the County's Community Development Block Grant Program (CDBG) This invitation is for Program Years 2007 and 2008 (July 1, 2007 – June 30, 2009) Should you elect to join, your jurisdiction will share in the County's Community Development Block Grant (CDBG) entitlement. As an Urban County partner, the City's share of the County's entitlement can be used for a variety of CDBG eligible activities that improve the quality of life in your community and particularly to address the needs of low and moderate-income residents. The funds will become available after July 1, 2007

If you decide to participate, the City must respond to this letter in writing indicating an agreement to join our entitlement Additionally, the City must execute the attached Intergovernmental Cooperative Agreement The letter and executed agreement must be received as soon as possible and no later than July 27, 2006

Please send all correspondence regarding this invitation to the County's CDBG staff Should you have questions, our staff will be happy to explain any further details about the CDBG program

Sincerely,

M. Todd Cullum, Chairman  
Lexington County Council

Enclosure (1)

cc: Katherine Doucett, County Administrator - Lexington County  
Ronald T. Scott, Director - Community Development - Lexington County  
George Bistany, Community Development Administrator - Lexington County  
Kenneth Knudsen, Director of Planning and Development - City of Cayce  
Renee Norton, Grants Specialist - City of Cayce

**Intergovernmental Cooperative Agreement  
between the  
County of Lexington and the City of Cayce  
for the  
Community Development Block Grant**

This Intergovernmental Cooperative Agreement being made by and entered into this \_\_\_ day of \_\_\_\_\_ 2006, by and between the County of Lexington, a body politic and corporate of the State of South Carolina, and the City of Cayce, an incorporated municipality within the boundaries of the County of Lexington.

**DEFINITIONS**

For purposes of this Agreement, the terms defined in this section shall have the following meanings:

"Urban County Status" means Urban County Entitlement Status under the Housing and Community development act for United States Department of Housing and Urban Development.

The "County" means the County of Lexington, South Carolina.

The "City" means the City of Cayce, South Carolina.

The "CD Act" means the Housing and Community Development Act of 1974, Public Law 93-383, as amended (42 USC §5301 et. seq.).

The "Housing Act" means the Cranston-Gonzalez National Affordable Housing Act of 1990 (42 U.S.C. §12701-12839), as amended by the Housing and Community development Act of 1992 (HCDA 1992).

"CDBG" means the Community Development Block Grant Program, Title I of the CD Act, including implementing regulations at 24 CFR §570, et. seq.

"HOME" means the Home Investment Partnerships Act, Title II of the Housing Act, including implementing regulations at 24 CFR §92, et. seq.

"HUD" means United States Department of Housing and Urban Development

"Consolidated Plan" means the Consolidated Plan that is required pursuant to 24 CFR §91.

"Action Plan" means the annual Action Plan of the Consolidated Plan.

Other terms not defined herein shall have the meanings given to them in 24 CFR §570.3 and 24 CFR §92.2.

## **RECITALS**

**WHEREAS**, the County and the City desire to enable the City to be included with the County in the County's applications for entitlement funds directly. Because it is an incorporated city within the boundaries of Lexington County, it can agree to cooperate with the County under the CDBG program; and

**WHEREAS**, it is recognized by both parties that Urban County Status is mutually advantageous in obtaining funds and providing programs authorized under the CD Act and the Housing Act; and

**WHEREAS**, the County desires to demonstrate its expertise and ability to administer county-wide programs and to assist the City with their CDBG programs through its designated agency, the Lexington County Community Development Department, CDBG Division;

### **IT IS MUTUALLY AGREED THAT:**

1. The City and the County shall cooperate to undertake or assist in undertaking, community renewal and lower income housing activities, and the City agrees to be designated as part of the Urban County.
2. This Cooperative Agreement covers the CDBG Entitlement program, and the HOME program, should the County become eligible to receive HOME funds as an Urban County or as a member of a HOME consortium.
3. During the term of the Cooperative Agreement, the City may not apply for grants under the Small Cities of State CDBG Programs or participate in a HOME consortium except through the Urban County.
4. The County and the City, upon execution of this Agreement, will be bound by its terms for the duration of Federal Fiscal Years **2007 and 2008**. The Agreement shall remain in effect until all CDBG and HOME funds and incomes received with respect to the three (3) year qualification period are expended and the funded activities completed. Neither the County nor the City can terminate or withdraw from the Agreement while it remains in effect.
5. At the option of the County, this Agreement will be automatically renewed for participation in successive three-year qualification periods, unless the County or the City provides written notice that it elects not to participate in a new qualification period. The County will notify the City of its right not to participate in writing by the date specified in HUD's urban qualification notice for the next qualification period.
6. The County and the City agree to require each party to adopt any amendment to the agreement incorporating changes necessary to meet the requirements for cooperation agreements set forth in an Urban County Qualification Notice applicable for a subsequent three-year urban county qualification period, and to submit such amendment to HUD as provided in the urban county qualification notice, and that such failure to comply will void the automatic renewal for such qualification period.

7. The County and the City will take actions necessary to assure compliance with the County's certification required by Section 104(b) of Title I of the CD Act as amended, including Title VI of the Civil Rights Act of 1964 and the Fair Housing Act of 1974, Section 109 of Title I of the CD Act and other applicable laws.

8. It is understood that Urban County funding is prohibited for activities in or in support of any cooperation unit of general local government that does not affirmatively further fair housing within its own jurisdiction or that impedes the County's action to comply with its fair housing certification.

9. The County and the City certify that they have adopted and are enforcing: (a) a policy prohibiting the use of excessive force by law enforcement agencies within its jurisdiction against any individuals engaged in non-violent civil rights demonstrations; and (b) a policy of enforcing applicable State and local laws against physically barring entrance to or exit from a facility or location which is the subject of such non-violent civil rights demonstrations within jurisdictions.

10. The County has sole responsibility for preparation and filing of final statements and applications regarding program activities to be undertaken. All projects and programs undertaken by the County and the City shall implement and further the goals and objectives set forth in the Consolidated Plan established for the County in 2005, and any revisions and extensions thereof.

11. Pursuant to 24 CFR 570.501(b), the City is subject to the same requirements applicable to subrecipients, including the requirement of a written agreement as described in 24 CFR 570.503, and as such its programs shall be subject to review through its designee, Lexington County Community Development Department, CDBG Division.

12. The County shall administer and distribute all funds received from HUD as a result of CDBG and related grant applications, through its designated agency, Lexington County Community Development Department, CDBG Division, and provide such technical assistance as is necessary to ensure compliance with all provisions of the CD Act and the Housing Act.

13. Any funds received as a result of said CDBG or HOME grant applications will be made available to the parties consistent with the Consolidated Plan, with clear understanding that such distribution will comply with the requirements of Title I of the CD Act and all other appropriate implementing regulations.

14. The parties will take all appropriate legal, administrative and legislative actions necessary to successfully complete all programs included in the application or undertaken with grant funds.

15. The County shall receive, monitor, and distribute all program income generated by all projects and programs operated in the municipalities or the unincorporated areas.

16. The title to any real property acquired with CDBG or HOME funds allocated to the City, and located within the City when acquired, may be vested in the City, program requirements permitting. The title to any real property acquired with CDBG or HOME funds, and not situated within the limits of the City when acquired, shall be vested in the County.

17. Any real property acquired in whatever name with CDBG, HOME and related grant funds for use by the City shall conform to such and usages as may be specified in the CD Act, as amended, the Housing Act, and their accompanying regulations. Should the City desire to change the usage or dispose of any such property, it shall first obtain the approval of the County in order to assure conformance with the aforementioned act.

18. The parties agree that should a grant be withheld, withdrawn, or terminated for any reason, that Lexington County be held harmless, and shall not be subjected to any legal action by the City for any resulting consequences.

19. This Agreement may not be amended without the written consent of all parties and approval of HUD, and its terms shall be binding upon the parties, their successors and assigns.

**ATTEST**

County of Lexington

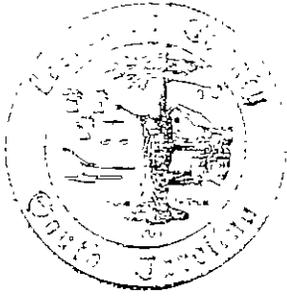
City of Cayce

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M. Todd Cullum  
Chairman, County Council

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Avery B. Wilkerson, Jr.  
Mayor



COUNTY OF LEXINGTON, SOUTH CAROLINA

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

ZONING TEXT AMENDMENT APPLICATION # T05-11

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

Article 2 - Application of Regulations; Chapter 3, Buffering Restrictions

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

In order to address the unique scenic vistas of waterways in Lexington County, this text amendment proposes to review the height regulations of the Zoning Ordinance as they apply to the shores of the Saluda River, the Edisto River, the Congaree River, and Lake Murray. The attached draft is proposed as a starting point for discussion.

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

Date 12/13/05

Signature [Handwritten Signature]

Name (print) Charles M. Compton, Planning Director for Lexington County Council

Address 212 South Lake Drive Lexington, South Carolina 29072

Telephone # (803) 785-8121

\*\*\*\*\*

- 1. 12/13/05 Application Received
2. NA Fee Received
3. 06/01/06 Newspaper Advertisement

7/20/05 Planning Commission Recommendation: Planning Commission
Recommends Approval.

\*\*\*\*\*

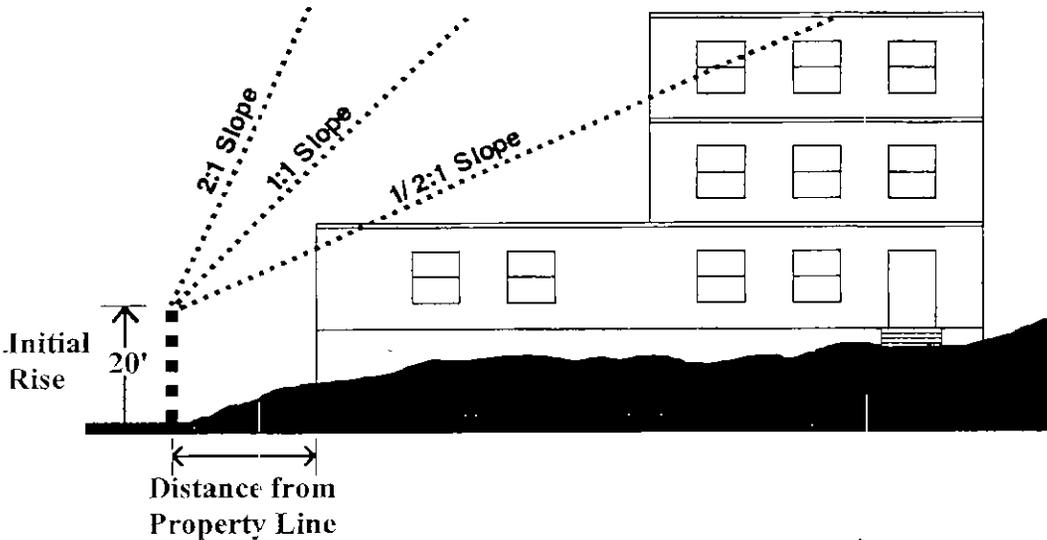
R/B/S First Reading 6/20/06 Public Hearing Second Reading Third Reading

Results:

### Chapter 3. Buffering Restrictions

#### 23.00 Height Regulations

Height regulations are based on the establishment of a height control slope. Initially, a 20-foot rise is permitted at the property line perpendicular to the property line. Then, based on the district concerned, and the activity involved, a height control slope is specified in terms of a ratio of vertical rise to horizontal distance. For example, a 2:1 ratio means that for every two feet of vertical rise, an additional one foot of horizontal distance is measured off into the interior of the property. The following diagram describes the nature of the height control slope:



The following chart is published to assist in determining the maximum permissible structure height allowed with various height control slopes. Heights are listed in feet based upon an initial 20-foot rise at the property line.

Distance from the Property Line	Height Control Slope					
	1/4:1	1/3:1	1:1	2:1	3:1	4:1
5	21.25	22.5	25	30	35	40
10	22.5	25	30	40	50	60
15	23.75	27.5	35	50	65	80
20	25	30	40	60	80	100
25	26.25	32.5	45	70	95	120
30	27.5	35	50	80	110	140
35	28.75	37.5	55	90	125	160
40	30	40	60	100	140	180
45	31.25	42.5	65	110	155	200
50	32.5	45	70	120	170	220
55	33.75	47.5	75	130	185	240
60	35	50	80	140	200	260
65	36.25	52.5	85	150	215	280
70	37.5	55	90	160	230	300
75	38.75	57.5	95	170	245	320
80	40	60	100	180	260	340
85	41.25	62.5	105	190	275	360
90	42.5	65	110	200	290	380
95	43.75	67.5	115	210	305	400
100	45	70	120	220	320	420

A maximum of two above-ground stories are permitted in the LC District.

The chart in Section 23.50 lists the height requirements of this ordinance by activity type and location.

### 23.01 Special Requirements for Waterfront Property

*In order to protect the unique scenic vistas of significant waterways in Lexington County, special requirements are to be applied to the development of properties in the vicinity of the Saluda River, the Edisto River, the Congaree River, and Lake Murray. Where there are multiple methods for computing the allowed height for a building in this Chapter, the most restrictive shall apply.*

***Lake Murray:*** *A special height control slope of ½:1 is to be used along the shores of Lake Murray where the regulated property is designated as a Restrictive Development District. If the property is designated as an Intensive Development District, then a height control slope of 2:1 shall apply. Along the shores of Lake Murray, the location of the initial 20-foot rise shall be considered to be the location of the 360-foot (mean sea level) contour. All property within 1000 feet of the 360-foot contour and designated as a Restrictive Development District shall also comply with the following additional height restrictions which are based on the street classification providing access to the proposed activity:*

*Local (L) Street – No building taller than 70 feet is allowed. That height is measured from the average elevation of the building as it leaves the ground.*

*Collector (C) Street – No building taller than 100 feet is allowed. That height is measured from the average elevation of the building as it leaves the ground.*

*Arterial (A) Street – Height of buildings shall be determined by the other requirements from this Chapter.*

***Congaree River:*** *Because of the extremely varied terrain along the banks of this river, it is very difficult to determine the best elevation from which to measure the “initial 20-foot rise” referenced in Section 23.00. For this river this beginning elevation for calculating the height control slope for the waterfront property line shall be uniform along the river bank. That elevation shall be the same as the highest elevation on the property that falls within 300 feet of the waterfront property line. A height control slope of 1:1 shall apply to this waterfront property line.*

***Saluda River:*** *Because of the unique scenic character of the Saluda River, stricter height requirements apply to the adjacent lands. All buildings within 500 feet of the waterfront property lines shall not exceed 40 feet. Buildings further than 500 feet but within 1000 feet of the waterfront property lines shall not exceed 60 feet. That height is measured from the average elevation of the building as it leaves the ground. A height control slope of 1:1 shall also apply to the waterfront property lines.*

***Edisto River:*** *Because of the unique “black water” aspects of the North Fork of the Edisto River, stricter height requirements apply to the adjacent lands. All buildings within 500 feet of the waterfront property lines shall not exceed 40 feet. That height is measured from the average elevation of the building as it leaves the ground. A height control slope of 1:1 shall also apply to the waterfront property lines. For the purposes of this ordinance, the Edisto River is considered to begin at the I-20 bridge crossing.*

*The average elevation as referenced in these regulations shall be computed by selecting the halfway point between the highest and lowest ground elevations surrounding the structure.*

### 23.10 Buffer

A buffer is an area in which no activity is permitted other than necessary utility functions such as transmission lines, underground conduits, etc. A single driveway access may encroach upon this buffer when that driveway location is the only possible point of access for the parcel. This area is described by a linear measurement from the property line inward and will vary depending on the nature of an activity and its location. The chart in Section 23.50 lists the required buffers.

### 23.20 Setbacks

Setbacks delineate certain open spaces on lots. These spaces are linear distances measured from property lines inward. Buildings or other principal structures comprising the activity of the lot may not encroach this space. A setback may accept an accessory activity such as parking, unless superseded by a buffer. However, accessory

buildings to residential activities must maintain a minimum three-foot setback from adjoining property lines. The chart in Section 23.50 lists two types of setbacks based on the type of activity and location. They are measured either from a road right-of-way or an adjoining property line. Setbacks abutting existing roads shall be measured from the proposed right-of-way as shown in the Right-of-Way Plan if that width is greater than the existing right-of-way. However, for Residential Detached or Mobile Home activities being established on an existing dead-end road, which has limited potential for future widening, the existing road right-of-way shall be used.

### **23.30 Screening**

Screening consists of natural vegetation, landscaped vegetation (including planted berms), walls, or fences designed to lessen the visual interaction between adjacent activities or accessories thereto. Vegetation used for screening must be evergreen, drought-tolerant, and disease resistant. Screening may be required with no buffer involved, or in combination with a buffer. The height of the screening shall be sufficient to block the view of the activity for which the screening is required from the adjoining property. The substance of the screening shall be determined by the Zoning Administrator in consultation with the property owners involved and based on the nature of the activity proposed, with the final arbiter being the Board of Zoning Appeals. The two types of screening listed in the chart in Section 23.50 are total and partial, and are measured in linear feet. If the activity occurs within the designated distance of the property line, then that type screening is required. Total screening is defined as being visually opaque. Partial screening is defined as being approximately 50% visually opaque.

### **23.40 Architectural Standards**

The buffering restrictions contained in this article are designed to improve the compatibility of adjoining activities, especially where a non-residential activity is located adjacent to a residential activity or within a Restrictive Development District. For that reason the more intense activities are required to meet larger buffering restrictions. Architectural standards are offered as an alternative to compliance with the full extent of these restrictions.

Any activity meeting the following architectural standards will be allowed to reduce the buffering restrictions of this article by 50%:

- a. Structures shall have an appearance that would be considered more of a residential than commercial style. They shall also have exterior elements that are created at a human scale.
- b. All structures will include the use of exterior materials that are commonly used for house construction in the area, such as brick, stucco, etc.
- c. Roofing design should generally be gabled rather than flat, mansard, etc., unless that is the residential roofing design in the area.
- d. Windows should generally be something other than solid expanses of glass. Smaller panes and windows with mullions, or other designs more compatible with the residential setting, would be expected as a part of the design.
- e. All accessory structures shall be designed with the same "residential pattern" as the primary structures. This would include accessory features such as porticos, sheds, canopies, equipment structures, other buildings, etc.
- f. All business signs will meet the standards found in Section 25.55, which concerns signs on scenic corridors and in Restricted Development Districts. In addition, business signs must be designed as "pedestal signs" that do not exceed a height of 12 feet. Marquee and canopy signs are not allowed and wall signs shall be the minimum size necessary to be readable from the adjoining road way or drive.
- g. A landscape plan must be proposed that exceeds the requirements of the Lexington County Landscape Ordinance by including shrubbery that enhances the site in the same way that it adds to the visual appeal of a residential setting.

In determining if a proposed development meets these architectural standards, the Zoning Administrator shall act as the initial evaluator and will be required to render a decision as to whether the proposed design meets the intent of this section of the Ordinance. Anyone disagreeing with that decision may file an appeal with the Board of Zoning Appeals which shall act as the final arbiter.

## 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.

## ACTIVITIES

		HEIGHT (#1)	BUFFER	SETBACKS from		SCREENING	
				Adjoining Property	Road R.O.W.	Total	Partial
Administrative Offices	R	½	20	30	30	30	50
	I	3					
Advertising Signs	R	¼	30	50	30	50	75
	I	3		10	10		
Additional height limitations are found in Section 25.60.							
Animal Operations	R	± ½		30	30		
	I	3					
Setbacks apply to buildings only							
Boat Docks	R	½	30	50	30	50	75
	I	2					
Bus and Transit Terminals	R	¼	70	100	50	150	225
	I	1					
Business Services	R	½	30	50	30	50	75
	I	3					
Cemeteries	R	± ½	10	10	30	20	40
	I	3	10	10	20		
Child or Adult Day Care	R	¼	30	50	30	50	75
	I	3					
Churches	R	¼	30	50	30		
	I	3					

# ACTIVITIES

		HEIGHT (#/1)	BUFFER	SETBACKS from		SCREENING	
				Adjoining Property	Road R.O.W.	Total	Partial
Communication Towers	R	1	30	50	30	50*	100*
	I	4					
* Screening requirements apply to the first 20 feet of the tower above the ground							
Community Education	R	¼	50	75	30	75	100
	I	2					
Construction Services	R	¼	70	100	50	150	225
	I	3					
Crops	R	+ ½		30	30		
	I	3					
Setbacks apply to buildings only.							
Detention Centers	R	¼	300	400	100	1000	1500
	I	1	50	100	50	500	750
Total road frontage screening is required in any restrictive development district.							
Essential Services (Limited)	R	¼	30	50	30	50	75
	I	2					
Total road frontage screening is required for a utility substation in any restrictive district							
Essential Services (Extensive)	R	¼	50	75	30	50	75
	I	2					
Food Services	R	½	50	75	40	75	100
	I	2					
General Repair and Maintenance Services	R	¼	50	75	30	75	100
	I	3					
General Retail (Limited)	R	¼	50	75	40	75	100
	I	2					
General Retail (Extensive)	R	¼	70	100	50	150	225
	I	2					
Group Assembly (Limited)	R	¼	30	75	40	75	100
	I	3					
Group Assembly (Intermediate)	R	¼	70	100	50	100	150
	I	3					
Group Assembly (Extensive)	R	¼	100	250	100	150	300
	I	3					
Group Housing	R	+ ½	20	20*	20		
	I	3					
* Setback must maintain a minimum 30' line of sight.							
Hospitals	R	¼	70	100	50	150	225
	I	3					
Kennels and Stables	R	¼	50	75	40	75	100
	I	2					

# ACTIVITIES

		HEIGHT (#/1)	BUFFER	SETBACKS from		SCREENING	
				Adjoining Property	Road R.O.W.	Total	Partial
Landfills (Limited)	R	¼	50	150/200#	30	700	1000
	I	1	20	75/200#	20	300/700#	600/1000#
Landfills (Intermediate)	R	¼	100	200/500#	50	900	1400
	I	1	30	100/500#	20	400/900#	700/1500#
Landfills (Extensive)	R	¼	200	300/1000#	100	1200	2000
	I	1	70	100/1000#	50	600/1200#	900/2000#
Total road frontage screening is required in all districts # This extra protection shall be afforded in all districts, but only relative to Residential Detached and Mobile Home activity already in use on surrounding properties. In such cases the extent of this extra protection, if any, shall be determined in accordance with Special Rule #1 as if the Residential Detached or Mobile Home activity was a Grandfathered Residential Use within an Intensive Development District.							
Manufacturing (Light Assembly)	R	¼	50	75	30	75	100
	I	3					
Manufacturing (Limited)	R	¼	70	100	50	150	225
	I	3					
Manufacturing (Intermediate)	R	¼	125	250	150	200	300
	I	2					
Manufacturing (Extensive)	R	¼	250	500	200	500	750
	I	1	100	150	100		250
Marinas	R	½	50	70	40	75	100
	I	3					
Medical Services	R	½	20	30	30	30	50
	I	3					
Military Installations	R	¼	500	1000	200	600	1000
	I	1	250	500	100		
Mining (Limited)	R	¼	50	150	30	700	1000
	I	1	20	75	20	300	600
Mining (Intermediate)	R	¼	100	200	50	900	1200
	I	1	30	100	20	400	700
Mining (Extensive)	R	¼	200	300	100	1200	1800
	I	1	70	100	50	600	900
Total road frontage screening is required in all districts.							
Mini-Parks	R	+ ½	30	50	20		
	I	3					
Mini-Warehouses	R	¼	70	100	50	100	150
	I	3					
Mobile Homes	R	1		10*	20**		
	I	3		10*	20**		
* Setback may be reduced to 5' if a minimum 10' line of sight is maintained. ** Setback from road rights-of-way may be reduced to a minimum of 5' on Local roads provided off-street parking and sight distance requirements are met.							

# ACTIVITIES

		HEIGHT (#/1)	BUFFER	SETBACKS from		SCREENING	
				Adjoining Property	Road R.O.W.	Total	Partial
Mobile Home Parks (Limited)	R	± ½	0/30#	20/75#	30	0/50#	0/75#
	I	3	0/30#	20/75#	30	0/50#	0/75#
Mobile Home Parks (Extensive)	R	± ½	30/60#	75/150#	75	50/100#	75/150#
	I	3	0/60#	20/150#	30	0/100#	0/150#
# This extra protection shall be afforded in all districts, but relative to Residential Detached and Individual Mobile Home activity already in use on surrounding properties. In such case the extent of this extra protection, if any, shall be determined in accordance with Special Rule #1 as if the Residential Detached or Mobile Home activity was a Grandfathered Residential Use within an Intensive Development District							
Natural Reserves	R	± ½			30		
	I	3					
Non-Assembly Cultural	R	½	20	30	30	30	50
	I	3					
Nursing Homes	R	½	30	50	30	50	75
	I	3					
Personal Convenience Services	R	½	30	50	30	50	75
	I	3					
Plant Nurseries	R	± ½		30	30		30
	I	3					
Power Plants	R	¼	250	500	200	500	750
	I	1	100	150	100		250
Professional Services	R	½	20	30	30	30	50
	I	3					
Radioactive Materials Handling	R	¼	4000	6000	500	8000	
	I	1	2000	3000	500	5000	
Railroad	R	¼	250	400	200	500	750
	I	3					
Recycling Centers	R		30	50	30	**	
	I					**	
** Total screening required							
Research Services	R	½	30	50	30	50	75
	I	3					
Residential Detached	R	1		10*	10**		
	I	3		10*	10**		
* Setback may be reduced to 5' if a minimum 10' line of sight is maintained. ** Setback from road rights-of-way may be reduced to a minimum of 5' on Local roads provided off-street parking and sight distance requirements are met							
Residential Attached (two dwelling units)	R	1		10*	10**		
	I	3		10*	10**		
* Setback may be reduced to 5' if a minimum 10' line of sight is maintained ** Setback from road rights-of-way may be reduced to a minimum of 5' on Local roads provided off-street parking and sight distance requirements are met							

# ACTIVITIES

		HEIGHT	BUFFER	SETBACKS from		SCREENING	
		(#/1)		Adjoining Property	Road R.O.W.	Total	Partial
Residential Attached (three or more dwelling units)	R	± ½	100#	20*/100#	20	120#	180#
	I	3		20*	20		
<p>* Setback may be reduced to 10' if a minimum 20' line of sight is maintained</p> <p>** Setback from road rights-of-way may be reduced to a minimum of 5' on Local roads provided off-street parking and sight distance requirements are met.</p> <p># This extra protection shall be afforded in all districts, but only relative to Residential Detached and Mobile Home activity already in use on surrounding properties. In such cases the extent of this extra protection, if any, shall be determined in accordance with Special Rule #1 as if the Residential Detached or Mobile Home activity was a Grandfathered Residential Use within an Intensive Development District.</p>							
Retirement Centers/Assisted Living	R	± ½	100#	10*/100#	30	120#	180#
	I	3		10*	30		
* # See category above							
Salvage/Wrecking Yard	R	¼	250	400	200	**	
	I	1	30	75	50	**	
** Total screening required							
Scrap Operations	R	¼	250	400	200		
	I	1	30	75	50		
Total screening is required in all districts.							
Speculative Development – Individual tenants must meet all applicable requirements for their principal activity and be permitted separately before locating within the designated development. Individual tenants may have less restrictive requirements than the Speculative Development.							
Business Parks Business Parks	R	¼	50	75	30	75	100
	I	2					
Shopping Centers	R	¼	70	100	50	150	225
	I	2					
Industrial Parks	R	¼	250	500	200	500	750
	I	1	100	150	100		250
Towing and Impoundment Lot	R	¼	50	75	30	75	100
	I	1					
Total screening of an impoundment yard is required in all districts.							
Trade Enterprises	R	¼	50	75	30	75	100
	I	2					
Transient Habitation	R	¼	70	100	50	150	225
	I	3					
Transport and Warehousing (Limited)	R	¼	70	100	50	100	150
	I	3					
Transport and Warehousing (Extensive)	R	¼	150	200	100	200	350
	I	2					
Transport Services	R	¼	30	50	30	50	75
	I	2					
Undertaking	R	½	20	30	30	30	50
	I	3					
Utilities (Limited)	R	½	20	30	20	30	50
	I	3					
Utilities (Intermediate)	R	¼	40	50	30	60	100
	I	2					

# ACTIVITIES

		HEIGHT (#/ft)	BUFFER	SETBACKS from		SCREENING	
				Adjoining Property	Road R.O.W.	Total	Partial
Utilities (Extensive)	R	¼	100	150	50	150	225
	I	1		50	50	75	125
Vehicle Parking	R	½	30	50	30	75	100
	I	3					
Road R.O W setback applies to building only							
Vehicle Repair	R	¼	70	100	50	150	225
	I	1				25	50
Vehicle Sales	R	¼	70	100	50	150	225
	I	3					
Vehicle Servicing (Limited)	R	½	50	75	30	75	100
	I	2					
Vehicle Servicing (Extensive)	R	¼	70	100	40	100	175
	I	2					
Veterinarian	R	½	20	30	30	30	50
	I	3					
Zoos	R	¼	70	100	50	125	200
	I	3					



COUNTY OF LEXINGTON, SOUTH CAROLINA

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

ZONING TEXT AMENDMENT APPLICATION # T06-04

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

Article 2 - Application of Regulations; Chapter 1. Schedule of Permitted Uses,
Chapter 2. General Requirements

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

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

Date of Application: 04-20-06

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

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

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

Table with 4 columns: Date, Description, Date, Description. Rows: 04-20-06 Application Received, 6/01/06 Newspaper Advertisement, N/A Fee Received, 7/20/06 Planning Commission

Planning Commission Recommendation: Planning Commission Recommends

Approval

Table with 4 columns: Date, Action, Date, Action. Rows: 05-09-06 First Reading, 06-20-06 Public Hearing, Second Reading, Third Reading

Results:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Military Installations.

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

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

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

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

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

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

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

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

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

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

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

- b. The provisions of Chapters 2, 3, and 4 of this Article shall apply in all districts to all listed activities as applicable. The application of these provisions may prohibit an activity from locating in a particular district.
- c. Within the Limited Restriction (LR) district, all activities except the following are permitted without review for compliance with the specific provisions of this Ordinance:

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

**21.31 Chart of Permitted Activities by District**

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

RI	IR	RS	DA	IRA	RD	LC	CG	C2	LD	LR	ACTIVITIES
					✓	✓	✓	✓	✓	✓	Administrative Offices
					✓		✓	✓	✓	✓	Advertising Signs
				✓	✓	✓	✓	✓	✓	✓	Airports
			✓	✓	✓				✓	✓	Animal Operations
		✓		✓	✓			✓	✓	✓	Boat Docks
					✓				✓	✓	Bus and Transit Terminals
					✓			✓	✓	✓	Business Services
	✓	✓	✓	✓	✓			✓	✓	✓	Cemeteries
	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	Child or Adult Day Care
✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	Churches
					✓				✓	✓	Communication Towers
✓	✓	✓	✓	✓	✓			✓	✓	✓	Community Education
					✓			✓	✓	✓	Construction Services
			✓	✓	✓				✓	✓	Crops
					✓				✓	✓	Detention Centers
✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	Essential Services (Limited)
	✓	✓	✓	✓	✓			✓	✓	✓	Essential Services (Extensive)
				✓	✓			✓	✓	✓	Food Services
					✓			✓	✓	✓	General Repair and Maintenance Services
					✓		✓	✓	✓	✓	General Retail (Limited)
					✓			✓	✓	✓	General Retail (Extensive)
✓##	✓##	✓##	✓##	✓	✓	✓	✓	✓	✓	✓	<b>Golf Courses</b>
✓#	✓#	✓#	✓#	✓	✓		✓	✓	✓	✓	Group Assembly (Limited)
				✓	✓			✓	✓	✓	Group Assembly (Intermediate)
					✓			✓	✓	✓	Group Assembly (Extensive)
		✓	✓	✓	✓	✓	✓	✓	✓	✓	Group Housing
					✓		✓	✓	✓	✓	Hospitals
			✓	✓	✓				✓	✓	Kennels and Stables
					✓				✓	✓	Landfills (Limited)
					✓				✓	✓	Landfills (Intermediate)
					✓				✓	✓	Landfills (Extensive)
					✓		✓	✓	✓	✓	Manufacturing (Light Assembly)
					✓				✓	✓	Manufacturing (Limited)
					✓				✓	✓	Manufacturing (Intermediate)
					✓				✓	✓	Manufacturing (Extensive)
					✓			✓	✓	✓	Marinas

R1	R2	R3	SD	RA	RD	EC	C1	C2	ID	IR	ACTIVITIES
					✓	✓	✓	✓	✓	✓	Medical Services
					✓				✓	✓	Military Installations
			✓		✓			✓	✓	✓	Mining (Limited)
					✓				✓	✓	Mining (Intermediate)
					✓				✓	✓	Mining (Extensive)
✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	Mini-Parks
					✓			✓	✓	✓	Mini-Warehouses
	✓	✓	✓	✓	✓		✓	✓	✓	✓	Mobile Homes
		✓			✓			✓	✓	✓	Mobile Home Parks (Limited) *
		✓			✓			✓	✓	✓	Mobile Home Parks (Extensive) *
✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	Natural Reserves
				✓	✓	✓	✓	✓	✓	✓	Non-Assembly Cultural
	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	Nursing Homes
					✓		✓	✓	✓	✓	Personal Convenience Services
			✓	✓	✓	✓	✓	✓	✓	✓	Plant Nurseries
					✓				✓	✓	Power Plants
					✓	✓	✓	✓	✓	✓	Professional Services
					✓				✓	✓	Radioactive Materials Handling
					✓				✓	✓	Railroad
					✓				✓	✓	Recycling Centers
					✓			✓	✓	✓	Research Services
✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	Residential Detached
	✓	✓			✓	✓	✓	✓	✓	✓	Residential Attached (2 dwelling units)
		✓			✓			✓	✓	✓	Residential Attached (3 or more dwelling units)
		✓			✓			✓	✓	✓	Retirement Centers/Assisted Living
					✓				✓	✓	Salvage/Wrecking Yard
					✓				✓	✓	Scrap Operations
					✓		✓	✓	✓	✓	Business Parks
					✓			✓	✓	✓	Shopping Centers
					✓				✓	✓	Industrial Parks
					✓			✓	✓	✓	Towing and Impoundment Lot
					✓			✓	✓	✓	Trade Enterprises
					✓			✓	✓	✓	Transient Habitation
					✓			✓	✓	✓	Transport and Warehousing (Limited)
					✓				✓	✓	Transport and Warehousing (Extensive)
					✓		✓	✓	✓	✓	Transport Services
					✓			✓	✓	✓	Undertaking
✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	Utilities
					✓			✓	✓	✓	Vehicle Parking
					✓			✓	✓	✓	Vehicle Repair
					✓			✓	✓	✓	Vehicle Sales
					✓		✓	✓	✓	✓	Vehicle Servicing (Limited)
					✓			✓	✓	✓	Vehicle Servicing (Extensive)
				✓	✓			✓	✓	✓	Veterinarian
				✓	✓			✓	✓	✓	Zoos

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

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

RA	CL	EL	REG	RES	RE4	DU & MAX LIMITS	ACTIVITIES
✓	✓	✓				✓ .09 FAR	Administrative Offices
✓							Advertising Signs
✓	✓	✓					Airports
✓	✓	✓					Animal Operations
✓	✓	✓					Boat Docks
✓	✓						Bus and Transit Terminals
✓	✓	✓				✓ .05 FAR	Business Services
✓	✓	✓				✓	Cemeteries
✓	✓	✓					Child or Adult Day Care
✓	✓	✓					Churches
✓	✓	✓				✓ .03 FAR	Communication Towers
✓	✓	✓					Community Education
✓	✓	✓					Construction Services
✓	✓	✓				✓	Crops
✓	✓						Detention Centers
✓	✓	✓				✓	Essential Services (Limited)
✓	✓	✓					Essential Services (Extensive)
✓	✓	✓					Food Services
✓	✓	✓					General Repair and Maintenance Services
✓	✓	✓				✓ .03 FAR	General Retail (Limited)
✓	✓	✓				✓ .03 FAR	General Retail (Extensive)
✓	✓	✓	✓##	✓##	✓##		<i>Golf Courses</i>
✓	✓	✓	✓*	✓*	✓*		Group Assembly (Limited)
✓	✓	✓	✓*	✓*	✓*		Group Assembly (Intermediate)
✓	✓	✓#					Group Assembly (Extensive)
✓	✓	✓	✓			✓ 5.5 DU/acre	Group Housing
✓	✓	✓#					Hospitals
✓	✓	✓					Kennels and Stables
✓	✓	✓					Landfills (Limited)
✓	✓	✓**					Landfills (Intermediate)
✓	✓**						Landfills (Extensive)
✓	✓	✓					Manufacturing (Light Assembly)
✓	✓	✓					Manufacturing (Limited)
✓	✓	✓					Manufacturing (Intermediate)
✓	✓						Manufacturing (Extensive)
✓	✓	✓					Marinas
✓	✓	✓				✓ .07 FAR	Medical Services
✓	✓						Military Installations
✓	✓	✓					Mining (Limited)
✓	✓	✓					Mining (Intermediate)
✓	✓						Mining (Extensive)
✓	✓	✓	✓	✓	✓	✓	Mini-Parks
✓	✓	✓					Mini-Warehouses
✓	✓	✓	✓	✓	✓	✓ 4 DU/acre	Mobile Homes
✓	✓	✓	✓			✓ 6 DU/acre	Mobile Home Parks
✓	✓	✓	✓	✓	✓	✓	Natural Reserves
✓	✓	✓	✓				Non-Assembly Cultural
✓	✓	✓				✓ 12 Beds/acre	Nursing Homes

FA	C	EL	RL6	RL5	RL4	DL & Max. Limits	ACTIVITIES
✓	✓	✓				✓ 03 FAR	Personal Convenience Services
✓	✓	✓				✓	Plant Nurseries
✓	✓						Power Plants
✓	✓	✓				✓ .09 FAR	Professional Services
✓	✓						Radioactive Materials Handling
✓	✓						Railroad
✓	✓	✓					Recycling Centers
✓	✓	✓				✓ .09 FAR	Research Services
✓	✓	✓	✓	✓	✓	✓ 4 DU/acre	Residential Detached
✓	✓	✓	✓	✓		✓ 4 DU/acre	Residential Attached(2 Dwelling Units)
✓	✓	✓	✓			✓ 6 DU/acre	Residential Attached(3 or more Dwelling Units)
✓	✓	✓	✓			✓ 6 DU/acre	Retirement Centers/Assisted Living
✓	✓	✓					Salvage/Wrecking Yard
✓	✓	✓					Scrap Operations
✓	✓	✓					Business Parks
✓	✓	✓					Shopping Centers
✓	✓	✓					Industrial Parks
✓	✓	✓					Towing and Impoundment Lot
✓	✓	✓					Trade Enterprises
✓	✓	✓					Transient Habitation
✓	✓	✓					Transport & Warehousing (Limited)
✓	✓	✓					Transport & Warehousing (Extensive)
✓	✓	✓					Transport Services
✓	✓	✓					Undertaking
✓	✓	✓	✓	✓	✓	✓	Utilities
✓	✓	✓					Vehicle Parking
✓	✓	✓				✓	Vehicle Repair
✓	✓	✓				✓ .03 FAR	Vehicle Sales
✓	✓	✓					Vehicle Servicing (Limited)
✓	✓	✓					Vehicle Servicing (Extensive)
✓	✓	✓					Veterinarian
✓	✓	✓					Zoos

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

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

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

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

## 22.10 Driveway and Street Restrictions

### 22.11 Vision Clearance

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

## COUNTY OF LEXINGTON Grant Request Summary Form

**Title of Grant:** Cooperative project with Lexington County, SC for the acquisition of high resolution, orthoimagery and elevation data layers

**Fund:** \_\_\_\_\_ **Department:** 101600 Planning and GIS  
No. Title No Title

**Grant Overview:**  
 The United States Geodetic Survey (USGS) has offered to give Lexington County \$45,000 to assist with the purchase of Pictometry images and software. In exchange for this assistance they will receive Spring 2007, high resolution, digital orthoimagery to be made available for public access via South Carolina GIS viewer. This data will become searchable via Geospatial One-Stop and viewable through *The National Map*. USGS will be involved in the formulation of the imagery specifications.

**Grant Period:** 28-Jul-06 to 31-Dec-07

**Responsible Departmental Grant Personnel:** Jack Maguire, Planning/GIS Manager

**Date Grant Information Released:** 11-Jul-06 **Date Grant Application Due:** 28-Jul-06

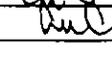
**Grant Expenditures (Please attach a detailed budget with Excel spreadsheet, Overview, Line Item Narratives, etc.):**

Personnel	
Operating	
Capital	\$ 45,000.00
<u>Total</u>	<u>\$ 45,000.00</u>

**Local Match Required:** Yes  No

**If Yes, What is the Percentage / Amount:** \_\_\_\_\_  
% \$ Amount

**Requirements at the End of this Grant (please explain in detail):**  
 Lexington County will deliver a copy of only the orthoimagery portion of this project to the United States Geological Survey office for their use.

Dept. Preparer		<u>7/20/06</u>
Dept Approval		<u>7/20/06</u>
Finance Approval	_____	_____
	<i>Initials</i>	<i>Date</i>

# Memorandum

July 14, 2006

**To:** Katherine Doucett  
County Administrator

**For:** County Council

**From:** Charlie Compton, Director   
Department of Planning and GIS

**Reference:** Pictometry Project

Council asked us to continue to pursue grants for this project, and we have done that successfully. The United States Geodetic Survey (USGS) is willing to give us \$45,000 to get this project started. We have not heard yet from the State on another grant request, but it was considered a long shot anyway. The USGS formal application is due on July 28<sup>th</sup>.

Council also asked to hear from the actual users of this technology. The following is a summary of the users that have asked to be included in the use of Pictometry:

**Public Safety/Fire Service** – There are major suburban jurisdictions that have purchased this technology for fire service use only, then discovered it was way more than that. It certainly provides amazing planning support on the way to a fire and that support continues at the fire. I have also been very impressed with the way it is used for “table-top” training exercises with all emergency services.

**Public Safety/EMS** – Shortly after discovering Pictometry we helped “marry” that company with Bradshaw Consulting Services, Inc. (BCS) from Aiken, one of the top GIS consultants in the country. They created the *Marvlis*<sup>™</sup> software that was just implemented in Lexington County to much national acclaim. *Marvlis*<sup>™</sup>, among many other things, routes ambulances and allows the dispatchers and EMTs to follow their progress on our GIS road centerline coverages. With the addition of Pictometry, the ambulance personnel can follow their progress, seeing the actual roads rather than merely hoping that the line on the map is a good useable path to the emergency.

**Homeland Security** – This technology is ideal for this type of activity. Because of our advanced GIS system, sites in Lexington County were used for one of the early state-wide demonstrations on the usefulness of GIS technology for Homeland Security. That effort has now taken a quantum leap with the use of oblique photography (Pictometry).

**Law Enforcement** – They will be one of the most intense users. Unfortunately, that is because their activities are 24-hours a day every day. The ability to plan many of their actions in advance, as if they are already on site, has revolutionized the way these agencies do their work.

**Economic Development** – This gives us that extra tool that puts us ahead of other jurisdictions and allows our clients to analyze our economic development sites (especially existing available buildings) in ways that will impress them and save everyone time.

**Assessor** – Jurisdictions around the country have paid for the technology several times over just by finding the inadvertent omissions to their property tax systems. Fast-growing jurisdictions have found that it is a wonderful substitute for shortages of assessment personnel and operating funds by providing a way to visit a site as often as necessary without leaving the office.



**Development Review** – Being able to cover many of the issues (that normally require a site visit) while working with a customer at the Administration Building will make everyone extremely happy – customers and staff. Time is everyone’s greatest enemy in development and permitting.

**Planning and GIS** – One daily usage will be in the assignment of addresses. Subdivisions are easy, but the rest can get difficult when trying to establish the exact relationship with other off-site buildings, especially those across the street. Customers will appreciate the ease and accuracy of being able to describe all of that while viewing an oblique photograph of the area.

The most exciting aspect of the Pictometry photos and software is its total integration with our GIS software. Users will not have to exit one technology in order to use the other. Everything GIS-related is available directly in the many Pictometry views. That is obviously important to us. For the fifteen municipalities in Lexington County, however, it represents an amazing new opportunity.

Most of them cannot afford the technology or trained personnel to operate a full-blown GIS system. Most limit themselves to what our on-line internet services makes available, and a few work with us to make use of their limited levels of hardware and software. Pictometry will allow any municipality with at least one good personal computer to be operational with very little training and have a very sophisticated GIS system at their fingertips. That is exciting!!

The municipalities that have viewed a demonstration are anxious to pay their share in order to have it available to them. We need to add an annual payment to cover our part in setting them up, training their personnel, and giving them quarterly updates of GIS data layers. Pictometry adds no additional costs to the system for these extra “seats.”

We will get “community-level” photography county-wide that gives us north and south views in addition to overhead images. “Neighborhood-level” photography gives us north, south, east, and west views. The funding amount submitted to Council affords us 190 “neighborhood” sectors, with the enclosed map showing a possible distribution of those sectors if we need to cover all of the municipalities. If some of them choose not to participate, we will be able to increase our coverage of heavy growth areas.

The following table depicts one formula that could be used with the municipalities and other agencies. Pictometry allows us to finance our payments over either two or three years with no interest. We recommend the two-year-plan and also recommend offering the municipalities and other agencies the same option.

Possible Municipal Participants	Possible # of Neighborhood Sectors (\$270/each)	Total Cost of Photography	Annual Cost of Quarterly GIS Updates (\$600 + \$90 per sector)	Total Cost of the Project over Two Years	Annual Cost of the Project
Batesburg-Leesville	18	\$ 4,860	\$ 2,220	\$ 9,300	\$ 4,650
Cayce	26	\$ 7,020	\$ 2,940	\$ 12,900	\$ 6,450
Chapin	8	\$ 2,160	\$ 1,320	\$ 4,800	\$ 2,400
Columbia	4	\$ 1,080	\$ 960	\$ 3,000	\$ 1,500
Gaston	11	\$ 2,970	\$ 1,590	\$ 6,150	\$ 3,075
Gilbert	8	\$ 2,160	\$ 1,320	\$ 4,800	\$ 2,400
Irmo	10	\$ 2,700	\$ 1,500	\$ 5,700	\$ 2,850
Lexington	30	\$ 8,100	\$ 3,300	\$ 14,700	\$ 7,350
Pelion	10	\$ 2,700	\$ 1,500	\$ 5,700	\$ 2,850
Pine Ridge	11	\$ 2,970	\$ 1,590	\$ 6,150	\$ 3,075
South Congaree	9	\$ 2,430	\$ 1,410	\$ 5,250	\$ 2,625
Springdale	7	\$ 1,890	\$ 1,230	\$ 4,350	\$ 2,175
Summit	4	\$ 1,080	\$ 960	\$ 3,000	\$ 1,500
Swansea	8	\$ 2,160	\$ 1,320	\$ 4,800	\$ 2,400
West Columbia	20	\$ 5,400	\$ 2,400	\$ 10,200	\$ 5,100
<b>TOTALS</b>				<b>\$ 100,800</b>	<b>\$ 50,400</b>

Based on our early contact with some of the municipalities that are familiar with the technology, we feel participation will be high, but we certainly should not plan on 100%. We believe we will gain approval from Pictometry to make the same offer to the Medical Center, School Districts, Irmo Fire District, and Joint Municipal Water and Sewer, and we may be allowed to include the Airport. They have already expressed interest. We will be meeting with all of the Police Chiefs in the County on August 17<sup>th</sup> to obtain more specific information about their interest.

This unique photography and software are offered to local governments at such low costs because the major income to the company comes from marketing to private entities after we fly. That is why we are not including companies like SCE&G and Mid-Carolina in our revenue picture. However, when a private company purchases images of Lexington County from Pictometry we receive credit toward our next flight that can range from 20 to 40% each. Since the City of Columbia is probably purchasing this year, the Midlands will become a very attractive product for companies like Microsoft who put a limited version of the images, with addresses only, on their internet map sites. Individuals may purchase images from either Pictometry or Lexington County. A price would need to be set for that also.

We have assisted with negotiations between Pictometry and the State of South Carolina because so many State agencies desire this technology also. It looks like we will receive an additional 15-20% credit on future flights if at least three State agencies purchase Lexington County.

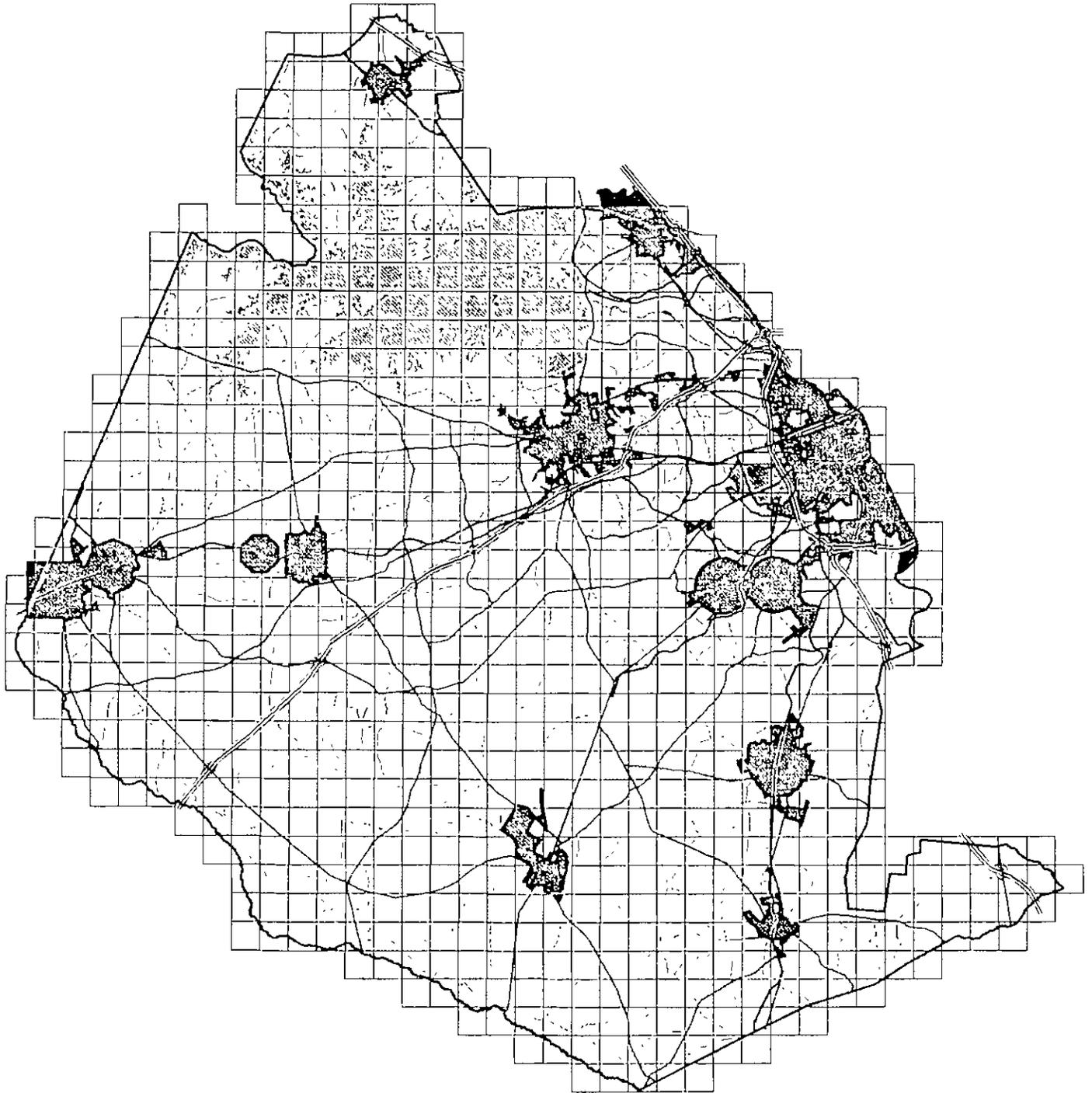
Myrtle Beach has already received their software and images from a May flight and have offered us free training with them next week. This will give us an opportunity to determine if the proposed charges to the municipalities and other agencies for our delivery of updates is a fair price . . . for them and for us.

With an \$80,460 expenditure this year and next, we seem to have this year more than covered and are at least halfway there for next year. For now we are asking for permission to submit the grant application for the \$45,000 from USGS by July 28<sup>th</sup> and come back to Council with a pricing structure after we have been to Myrtle Beach and after we have firmed up the interest from the municipalities and other agencies.

**Enclosure:** County Map showing 190 sectors at the neighborhood level

# BASE COUNTY PLAN

## 190 Sectors @ Neighborhood Level



0 3 6 12 Miles



# Memorandum

July 10, 2006

**To:** Katherine Doucett  
County Administrator

**For:** Lexington County Council

**From:** Charlie Compton, Director   
Department of Planning and GIS

**Reference:** Impact Fees

In May of 2005 I presented to Council "*An Analysis of the Possible Utilization of Impact Fees as a Revenue Source in Lexington County.*" A copy of that same report is being forwarded with this memo. Later in the year an impact fee expert, Paul Tischler, was asked to respond to some questions. My memorandum along with his answers are included with the report.

A couple times this year I have been asked to furnish clarifying information relative to impact fees. It was felt that perhaps it would be helpful if we again furnished this information to help clear up any questions and to assist in any decisions relative to their use.

The following are a few summary thoughts from me:

The existing development in an area targeted for eligible public improvements must pay its share of the project through existing revenue streams, therefore the impact fee is based on the percent of development in the area that will be new at the end of a period of time not to exceed 20 years. For the eligible projects we analyzed, that percentage varied from 30 to 46% for a 20-year period and 18 to 30% for a 10-year period.

Our analysis was for residential development only, but the Planning Commission recommended that if implemented commercial development should be included. If we included commercial development then the fee per dwelling unit would decrease, but the total amount eligible for collection would not likely change. It would simply be distributed in a different manner. We can only collect the eligible amount and we must analyze the rate of collection every year so that adjustments can be made to make sure we do not collect too much or too little.

Additional conclusions are found on page 6 of the original analysis. One of those conclusions highlights the enormous shortfall of revenue to all local governments in South Carolina, because property taxes on new construction are calculated as of December 31<sup>st</sup> rather than being prorated to the actual occupancy date. The recent Property Tax Restructuring Legislation gave us a very simplistic way to address some of this. Under a provision effective June 10, 2006, we may adopt an ordinance that allows us to at least pick up new construction for the first half of the year even though we can only send a tax bill for half of the year instead of for the actual time from the Certificate of Occupancy. It would appear that we should move on this as soon as possible.

**Enclosures:** Analysis of Impact Fees – May 2005  
Memorandum – December 30, 2005

Answers to questions from TischlerBise – November 14, 2005

Follow-up response from TischlerBise – December 7, 2005

STATE OF SOUTH CAROLINA            )  
  )  
COUNTY OF LEXINGTON            )           QUIT DEED

WHEREAS JAMES M. DAVIS (Lexington Probate Court Record 86-ES-32-00429) DIED INTESTATE AS TO ADJOINING PROPERTY BEING THE ONLY PROPERTY BETWEEN SUCH PROPERTY AND A ROAD AS SHOWN ON THE REFERENCED PLAT, AND WHEREAS THE SAID LEXINGTON COUNTY AGREED WITH WILLIE DAVIS JR., TO CONVEY SAID PROPERTY UNTO THE HEIRS OF SAID JAMES M. DAVIS;

KNOW ALL MEN BY THESE PRESENTS, That the County of Lexington, (hereinafter sometimes called "Grantor"), for and in consideration of the sum of \$5.00 to it in hand paid at and before the sealing of these presents, by the Grantee (hereinafter sometimes called the "Grantee") in the State aforesaid, (the receipt of which is hereby acknowledged) has remised, released, and forever quit-claimed and by these presents does remise, release, and forever quit-claim unto:

THE HEIRS OF JAMES M. DAVIS (Lexington Probate Court Record 86-ES-32-00429) AS DETERMINED IN A LAWSUIT (2003-CP-32-2835) CONCERNING SAID HEIRS AND ADJOINING INTESTATE PROPERTY OF THE SAID JAMES M. DAVIS (TMS # 1998-02-021), WITH THIS PROPERTY TO BE DIVIDED AMONG SAID HEIRS AS THE COURT DETERMINES THEY SHOULD SHARE, THEIRS HEIRS AND ASSIGNS

SEE ATTACHMENT INCORPORATED BY REFERENCE.

Grantee's Address: \_\_\_\_\_

Together with all and singular the Rights, Members, Hereditaments and Appurtenances to the Premises belonging, or in anywise incident or appertaining.

TO HAVE AND TO HOLD, all and singular the premises before mentioned unto the Grantee, their heirs and Assigns forever.

And the Grantor does hereby bind itself and it's successors, to warrant and forever defend all and singular the premises unto the Grantee, their heirs and Assigns forever, SO that neither the Grantor nor its successors, nor any other person or persons, claiming under it shall at any time hereafter, by any way or means, have

claim or demand any right or title to the aforesaid premises or appurtenances, or any part or parcel thereof,

Any reference in this instrument to the plural shall include the singular, and vice versa. Any reference to one gender shall include the others; including the neuter. Such words of inheritance shall be applicable as are required by the gender of the Grantee.

IN WITNESS WHEREOF, the Grantor has caused these presents to be executed in its name by the undersigned officer(s) and its seal to be affixed hereto, this \_\_\_\_\_ day of \_\_\_\_\_, 2006, at Lexington, South Carolina.

COUNTY OF LEXINGTON

Signed, Sealed and Delivered

BY: \_\_\_\_\_ (L.S.)  
its \_\_\_\_\_

In the presence of:

\_\_\_\_\_ BY: \_\_\_\_\_ (L.S.)  
its: \_\_\_\_\_

\_\_\_\_\_

STATE OF SOUTH CAROLINA     )  
  )  
COUNTY OF LEXINGTON        )     PROBATE

PERSONALLY appeared before me the undersigned witness, who being duly sworn, says that (s)he saw the within-named County of Lexington, by

\_\_\_\_\_, its \_\_\_\_\_, and

\_\_\_\_\_, its \_\_\_\_\_

as his/her act and deed, sign, seal and deliver the within Deed on behalf of said County; and that deponent with the other witness whose signature appears above witnessed the execution thereof.

\_\_\_\_\_

SWORN to before me this

\_\_\_\_ day of \_\_\_\_\_, 2006

\_\_\_\_\_  
Notary Public for South Carolina (LS)

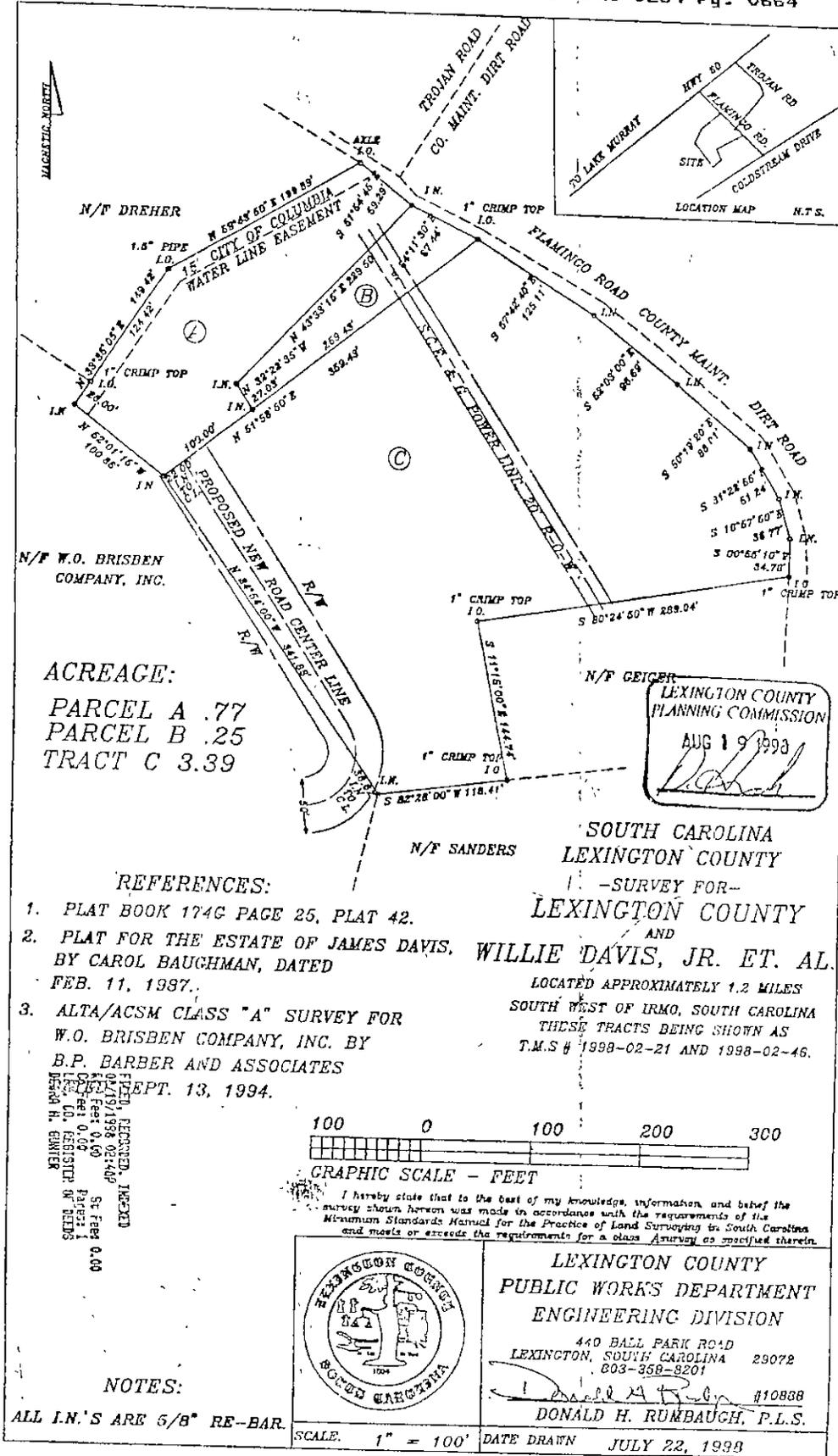
My Commission expires: \_\_\_\_\_

ATTACHMENT TO QUIT CLAIM DEED FROM LEXINGTON COUNTY TO HEIRS OF JAMES M. DAVIS (Lexington Probate Court Record 86-ES-32-00429) AS DETERMINED IN A LAWSUIT CONCERNING SAID HEIRS AND ADJOINING INTESTATE PROPERTY OF THE SAID JAMES M. DAVIS (TMS # 1998-02-021), WITH THIS PROPERTY TO BE DIVIDED AMONG SAID HEIRS AS THE COURT DETERMINES THEY SHOULD SHARE.

All that certain piece, parcel, lot or tract of land, with improvements thereon (if any), situate, lying and being in the County of Lexington, State of South Carolina, School District No. 5, located about 0.45 miles southeast of Highway No. 60, and being more specifically shown and delineated as Parcel B, containing .25 acre, on a plat prepared for Lexington County and Willie Davis, Jr., et al, by Donald H. Rumbaugh, P.L.S., dated July 22, 1998, and recorded in Plat Book 284, at page 664, in the office of the Register of Deeds for Lexington County. Said parcels being located on the southwestern side of Flamingo Road (county maintained dirt road) and having such boundaries and measurements as will more fully appear by reference to said plat which is incorporated herein for a more complete and accurate description.

This being a portion of the property conveyed to Lexington County by deed of George Jacob Bickley and Mary F. Bickley, dated August 18, 1998, and recorded August 18, 1998, in Record Book 4818 at page 0176, in the office of the Register of Deeds for Lexington County, South Carolina.

TMS# 001998-02-046

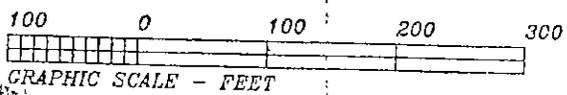


ACREAGE:  
 PARCEL A .77  
 PARCEL B .25  
 TRACT C 3.39

- REFERENCES:
1. PLAT BOOK 174C PAGE 25, PLAT 42.
  2. PLAT FOR THE ESTATE OF JAMES DAVIS, BY CAROL BAUGHMAN, DATED FEB. 11, 1987.
  3. ALTA/ACSM CLASS "A" SURVEY FOR W.O. BRISBEN COMPANY, INC. BY B.P. BARBER AND ASSOCIATES FEB. 13, 1994.

SOUTH CAROLINA  
 LEXINGTON COUNTY  
 -SURVEY FOR-  
 LEXINGTON COUNTY  
 AND  
 WILLIE DAVIS, JR. ET. AL.  
 LOCATED APPROXIMATELY 1.2 MILES  
 SOUTH WEST OF IRMO, SOUTH CAROLINA  
 THESE TRACTS BEING SHOWN AS  
 T.M.S # 1998-02-21 AND 1998-02-46.

LEXINGTON COUNTY  
 PLANNING COMMISSION  
 AUG 19 1998  
*[Signature]*



GRAPHIC SCALE - FEET  
 I hereby state that to the best of my knowledge, information, and belief the survey shown hereon was made in accordance with the requirements of the Minimum Standards Manual for the Practice of Land Surveying in South Carolina and meets or exceeds the requirements for a class A survey as specified therein.



LEXINGTON COUNTY  
 PUBLIC WORKS DEPARTMENT  
 ENGINEERING DIVISION  
 440 BALL PARK ROAD  
 LEXINGTON, SOUTH CAROLINA 29072  
 803-358-3201  
*[Signature]* #10888  
 DONALD H. RUMBAUGH, P.L.S.

NOTES:  
 ALL I.N.'S ARE 5/8" RE-BAR.

SCALE. 1" = 100' DATE DRAWN JULY 22, 1998

FIELD RECORDED, INDEXED  
 02/19/1988 02:44P St. Fees 0.00  
 10/21/1994 01:00P Ref. Fee 1.00  
 DONALD H. RUMBAUGH REGISTERED PROFESSIONAL ENGINEER

STATE OF SOUTH CAROLINA  
*State Budget and Control Board*  
DIVISION OF THE STATE CIO

MARK SANFORD, CHAIRMAN  
GOVERNOR

GRADY L. PATTERSON, JR.  
STATE TREASURER

RICHARD ECKSTROM  
COMPTROLLER GENERAL



HUGH K. LEATHERMAN, SR.  
CHAIRMAN, SENATE FINANCE COMMITTEE

DANIEL I. COOPER  
CHAIRMAN, WAYS AND MEANS COMMITTEE

FRANK W. FUSCO  
EXECUTIVE DIRECTOR

JIM BRYANT, PH.D.  
STATE CHIEF INFORMATION OFFICER  
DIVISION OF THE STATE CIO  
4430 BROAD RIVER ROAD  
COLUMBIA, SOUTH CAROLINA 29210-4012  
(803) 896-0300  
FAX (803) 896-0789

### Lexington County Technology Assessment Overview

The State Budget and Control Board, Division of the State Chief Information Officer has identified four strategic initiatives which encompass the recommendations made in the Technology Assessment for Lexington County. They are:

1. **Develop a County-wide Strategic IT plan**
  - The County should develop a County-wide strategic IT plan that is aligned with the County's strategic business plan. A technology strategic document is rarely valid at a detailed level for more than 2 – 3 years because of the rate of change and innovation that continues to occur in the industry. However, at a strategic level, it remains valid as long its alignment with supporting County business is intact. This plan should support a vision of highly integrated services (and supporting technologies) and a County-wide or enterprise versus departmental approach to technology acquisition and deployment.
2. **Develop a County-wide Disaster Recovery and Business Continuity Plan**
  - The County should develop a comprehensive County-wide Disaster Recovery and Business Continuity Plan. Disaster Recovery and Business Continuity address the ability to maintain operations and services in the wake of a disaster. The main objectives of Disaster Recovery and Business Continuity focus on (1) prevention; (2) anticipation; and (3) mitigation.
3. **Develop and update Protection and Security policies**
  - The County should develop and continually update its protection and security policies. These policies must address preventing data loss, network intrusion, corruption and disclosure of sensitive information using strategies such as encryption, strong authentication, policy compliance enforcement and identity management.
4. **Review the current Organizational Structure of IT**
  - The County should review the current organization of IT within the County to ensure that it is structured to effectively meet County IT needs. Strong consideration should be given to central organization and governance of all County IT. The critical aspect of information technology governance is ensuring that technology is integrated and seamless throughout the County's programs and services, technology investments are leveraged across the government enterprise, and that IT enables the economic viability, efficiency, and effectiveness of County government.

Included with this statement of the strategic initiatives determined from the assessment are the top 15 IT programs identified by Information Services and a summary of the action steps necessary to implement these recommendations and programs.

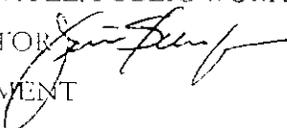
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MEMORANDUM

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DATE: 7/19/2006  
TO: KATHERINE DOUCETT, COUNTY ADMINISTRATOR  
CC: LARRY PORTH, FINANCE DIRECTOR; JOHN FECHTEL, PUBLIC WORKS DIRECTOR  
FROM: JIM SCHAFER, INFORMATION SERVICES DIRECTOR   
RE: EXECUTIVE SUMMARY--TECHNOLOGY ASSESSMENT

---

This is a summary of the assessment performed by the SC Chief Information Office (CIO). Implications of the assessment are reflected in the attached updated IT Tactical Plan and the following action steps:

- Build on existing overall strategic principles and plans to develop an organization-wide strategic plan that clearly defines strategic business goals and objectives with which an IT strategic plan can be aligned.
  - Fully implement the overall strategic principle of “functional coordination” through an IT strategic plan that supports the county strategic plan and uses IT cost analysis methodologies (Total Cost of Ownership, Business Case Analysis, etc.), for a countywide approach to IT planning, budgeting and management.
  - Change business processes to improve IT support efficiency and effectiveness.
  - Acquire the services of a Chief Information Officer (CIO) (full time for the first three to six months), to plan, coordinate, and champion the effective use of technology.
    - Full time 3-6 months; then reassess.
    - Expected Yr. 1 Cost: \$95 / hr X 1040 hrs = **\$98,800**
  - Consolidate IT support services by adopting a “matrix” style organization in which imbedded IT support personnel are organized by teams based on specific projects and report to the CIO
    - Identify current and future IT staffing requirements based on a “matrix model”
    - Determine existing IT staff skills and capabilities and identify training needs to close any gaps
    - Evaluate methods for obtaining and maintaining needed service levels
    - Establish a succession plan for all IT staff.
    - Expected Yr. 1 Cost: **Undetermined**
  - Acquire the services of a part-time Information Security Officer (ISO) to report to the CIO and direct and oversee the implementation of improved security measures.
    - Full time for 2-4 months, then reassess
    - Expected Yr. 1 Cost: \$75 / hr X 694 hrs = **\$52,050**
  - Develop disaster business continuity and disaster recovery plans for all business units, with a strong technology component.
    - Identify vital documents / data currently at risk.
    - Convert the documents / data to a storage medium approved by SC Archives & History
    - Develop or contract for additional facilities, if needed, to securely store the documents / data
    - Expected Yr. 1 Cost: **\$35,000** (business continuity plan only)
  - Increase cooperative projects such as the Case Management System, CAMA, etc
  - Increase technology training of IT users and support staff
  - Carefully monitor third-party proprietary systems for upgrading and vendor stability
- The estimated first year cost, excluding the cost of strategic plans, totals **\$185,850**

**IT TACTICAL PLAN**  
**TOP 15 IT TACTICAL PROGRAMS (Priority Order)**  
 County of Lexington, June 2005; *Updated July 2006*

Priority	Programs	Comments/ Actions/Projects	Status
1.	Network and System Security	<p>Vulnerabilities need to be identified <i>on a continuous basis</i> and addressed with systems <i>updates</i> and policies  <i>Additional resources needed:</i></p> <ul style="list-style-type: none"> <li>• <i>Network administration and security position (requested in FY 06/07).</i></li> <li>• <i>Database administration position needed for management and security of multiple databases (requested in FY 06/07)</i></li> <li>• <i>Third-party security consultant ISO services needed</i></li> <li>• <i>Password management policies and systems are needed.</i></li> </ul>	<ul style="list-style-type: none"> <li>• <i>Technology assessment identified immediate vulnerabilities that have been addressed and long term ones that also need to be addressed.</i></li> <li>• <i>No resources available for additional network/security personnel.</i></li> <li>• <i>Password management policies and systems to be researched.</i></li> </ul>
2.	Remote Svcs—Secure Connectivity	Need to provide easily administered, secure connections to network resources from outside the network	<i>Secure Socket Layer (SSL) device approved in FY 06/07 budget to accomplish this</i>
3.	Network Intrusion Prevent/Detect	Prevent and detect network intrusion from unauthorized outsiders would help protect network assets.	<i>IS participates in the SC CIO "Cyber Security Program." Paid for by Homeland Security grant</i>
4.	Backup / Restore Testing Procedures	Monitor, evaluate and revise backup and restore testing policies and procedures to keep up with system and technological changes.	<i>Plans &amp; procedures in place for most systems Complete for remaining systems &amp; exercise all</i>
5.	Bus Continuity / Disaster Recovery	Develop and fund contingency plans and resources for business continuity and disaster recovery.	<i>We recommend a countywide business continuity and disaster recovery plan.</i>
6.	Loss / Degradation of Existing Major Enterprise Systems	<ul style="list-style-type: none"> <li>• <i>After Nov. 2006, the Register of Deeds will have no hardware, software, or system because the existing lease expires</i></li> <li>• <i>The Assessor's property tax application (CAMA) is obsolete.</i></li> <li>• <i>Assess joint development opportunities to replace aging software and integrate workflows across departmental line (i.e. tax billing and collections, permitting, public works)</i></li> <li>• <i>Assist Sheriff's Department evaluate data system needs &amp; solutions.</i></li> </ul>	<p><i>Joint Development Project approved</i></p> <ul style="list-style-type: none"> <li>• <i>New ROD system production target date, Sept 2006</i></li> <li>• <i>New CAMA system production target date, Dec. 2007</i></li> <li>• <i>Will evaluate other opportunities.</i></li> <li>• <i>Counties include—Lexington, Richland, Charleston, Anderson &amp; Sumter</i></li> </ul> <p><i>Evaluation of law enforcement system options to begin 08/2006.</i></p>
7.	State Judicial Case Management System	<i>Older generation software serving Circuit Court, Court of Common Pleas and Magistrates Court needs to be replaced The State Judicial Department recently has adopted a platform consistent with Lexington</i>	<i>Implementation of SC Court Case Management System approved in FY 06/07 budget Includes workflow integration between offices and with the Solicitor's new case management</i>

		<i>County's strategic principles.</i>	<i>system</i>
8.	Support of 24 X 7 Computing and Web Site Services	IS does not have the staff to adequately support 24X7 IT services, but systems and expectations continue to increase. "On-call" responses at overtime rates are the only possible current response.	<i>Requested Ball Park Road campus tec position supported by users but not funded in FY 06/07 Requested application development /management position not funded for FY 06/07</i>
9.	Integrated Content and Document Management Online and Across Departmental Lines	Need to further integrate applications and imaging for internal and external business processes, across departmental lines and locations. Includes electronic submission of documents by attorneys, surveyors, engineers, etc.	<i>County - developed imaging system implemented in Family Court FY 06/07 budget includes funds for circuit court. Much interest by other departments (Public Works, Personnel, Sheriff, Probate, etc ) but no funding for customization</i>
10.	Funding of IT Function of County Government	Address software acquisition and development needs for new systems and better data sharing. <i>View IT as a cost of doing business Plan ahead for system replacement as systems age and demands increase. Evaluate alternative funding mechanisms</i>	<i>Draft IT capital replacement plan has been developed (see attached).</i>
11	End User Training / Helpdesk Support	Train and assist end-users to work more efficiently using what is already available to them and fully use additional capabilities when upgrades or new systems are obtained	<ul style="list-style-type: none"> <li>• <i>Replace helpdesk/service-tracking software purchased for Y2K program for better service tracking.</i></li> <li>• <i>Develop training programs; include security awareness</i></li> </ul>
12	Public Safety and Homeland Security IT	Identify, acquire, integrate and support security and response technology for public safety, including GIS	<i>Make IS Director a voting member of the Homeland Security Council</i>
13.	Web Site Content and Online Services	Increase online services, information, and links. Increase available Internet data transmission capacity (bandwidth) to support current & future services Web Development Team meets to guide additions & changes to the web site, including evaluation of look and feel	<i>Projects under development.</i> <ul style="list-style-type: none"> <li>• <i>Public Works/Air Quality</i></li> <li>• <i>Prisoner Info Lookup</i></li> <li>• <i>Probate Court pages</i></li> </ul> <i>In planning phase.</i> <ul style="list-style-type: none"> <li>• <i>Online permit applications and fees</i></li> <li>• <i>Public Safety pages</i></li> </ul> <i>Bandwidth increase to 6 Mbs in Nov included in FY06/07 bud</i>
14.	IT Accountability / Benchmarking	Develop standards and methods to better measure effectiveness and productivity of IS activities. User Groups provide guidance on data sharing/integration and priority setting	<ul style="list-style-type: none"> <li>• <i>Upgraded helpdesk / service tracking system needed for better baseline data (See also Item 11 )</i></li> <li>• <i>Consult with user group chairmen as a "Technology Council."</i></li> </ul>
15.	State Child Support Enforcement System	This is SC's response to the federal mandate to deploy a statewide, automated Child Support Enforcement System (CSES	<i>State mandate expected to happen in 2009/2010</i>

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

State of South Carolina  
Office of the Solicitor  
Eleventh Judicial Circuit

COUNTIES  
EDGEFIELD / LEXINGTON  
McCORMICK / SALUDA  
FAXES (803) 785-8431 or (803) 785-8255



LEXINGTON COUNTY JUDICIAL CENTER  
205 E MAIN ST • THIRD FLOOR  
LEXINGTON, SOUTH CAROLINA 29072  
TELEPHONE: (803) 785-8352

**DONALD V. MYERS**

*Solicitor*

July 13, 2006



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

Dear Katherine:

This is to confirm our recent conversation concerning a criminal domestic violence (CDV) prosecutor. I am requesting that a new position be authorized by the County Council for an Assistant Solicitor who will prosecute CDV cases in General Sessions Court. This position will be paid from State Funds which were appropriated by the General Assembly this year. If there are any questions, please contact me at your convenience.

Very truly yours,

A handwritten signature in cursive script that reads "Donnae".

Donald V. Myers

DVM/mad



## Capital Summary

Division: Judicial

Organization: 141200 - Solicitor

**Function Two Computer with CD-RW and 17" Monitors \$825**

One of Judicial Department Prosecution Case Management System (PCMS) implementation requirements is that the County provides two rooms with equipment (PCs or laptops) for the PCMS installation. These requirements are separate from the Judicial Department Court system. The Judicial Department recommends that the PCs meet the Judicial Department new PC requirements.

### **Microsoft Office 2003 Standard License**

**\$ 275.00**

The Judicial Department Prosecution Case Management System (PCMS) requires Microsoft Office to produce letters, reports, rosters, Indictments, etc.

### **Anti-virus and Spyware software and License**

**50**

To protect the Solicitor's Office data stored on its workstations and servers, the office must be protected with current Anti-virus software. In addition, the office needs to be protected from Spyware that can increase the risk of virus infection, decrease a computer's overall performance and increase the network traffic on the county network.

### **Cubicles -**

**2500**

Office space will need to be created by the use of cubicles.



# Lexington County Monthly False Alarm Report

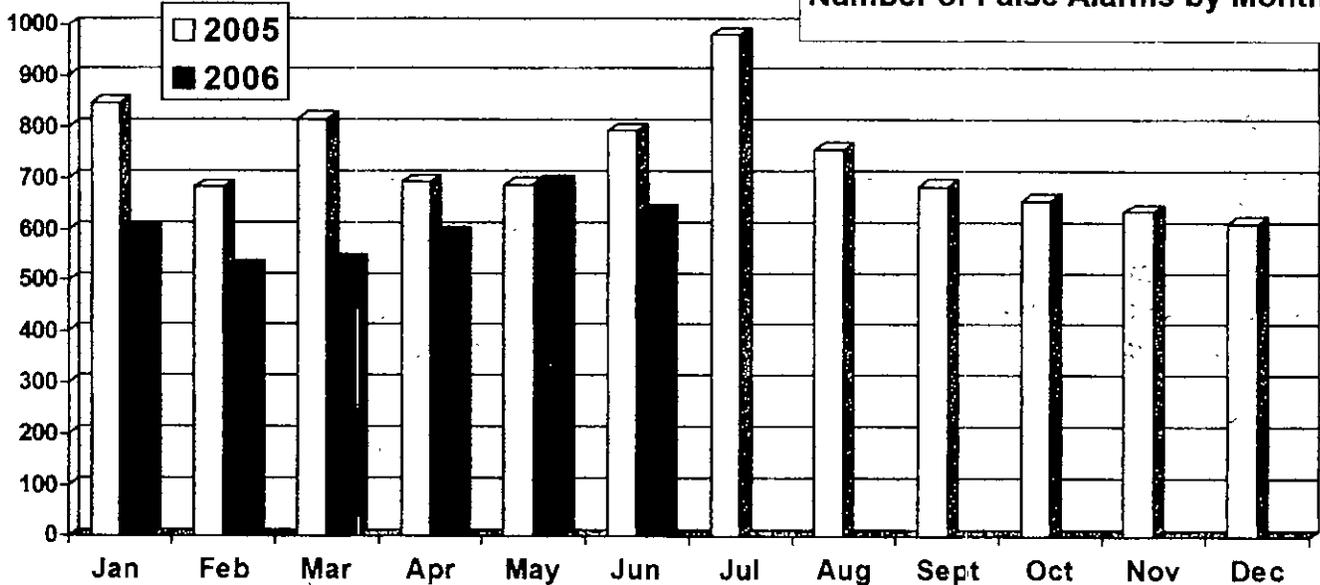
**June 2006**

## YTD Change in Number of False Alarms 06/11/06

	2005	2006	YTD % Change
Fire Department	626	559	-11%
Sheriff's Department	3868	2999	-22%
<b>Total</b>	<b>4494</b>	<b>3558</b>	<b>-21%</b>

## Summary

Number of False Alarms by Month



## Top 10 Repeat False Alarm Locations Since May 15th, 2006

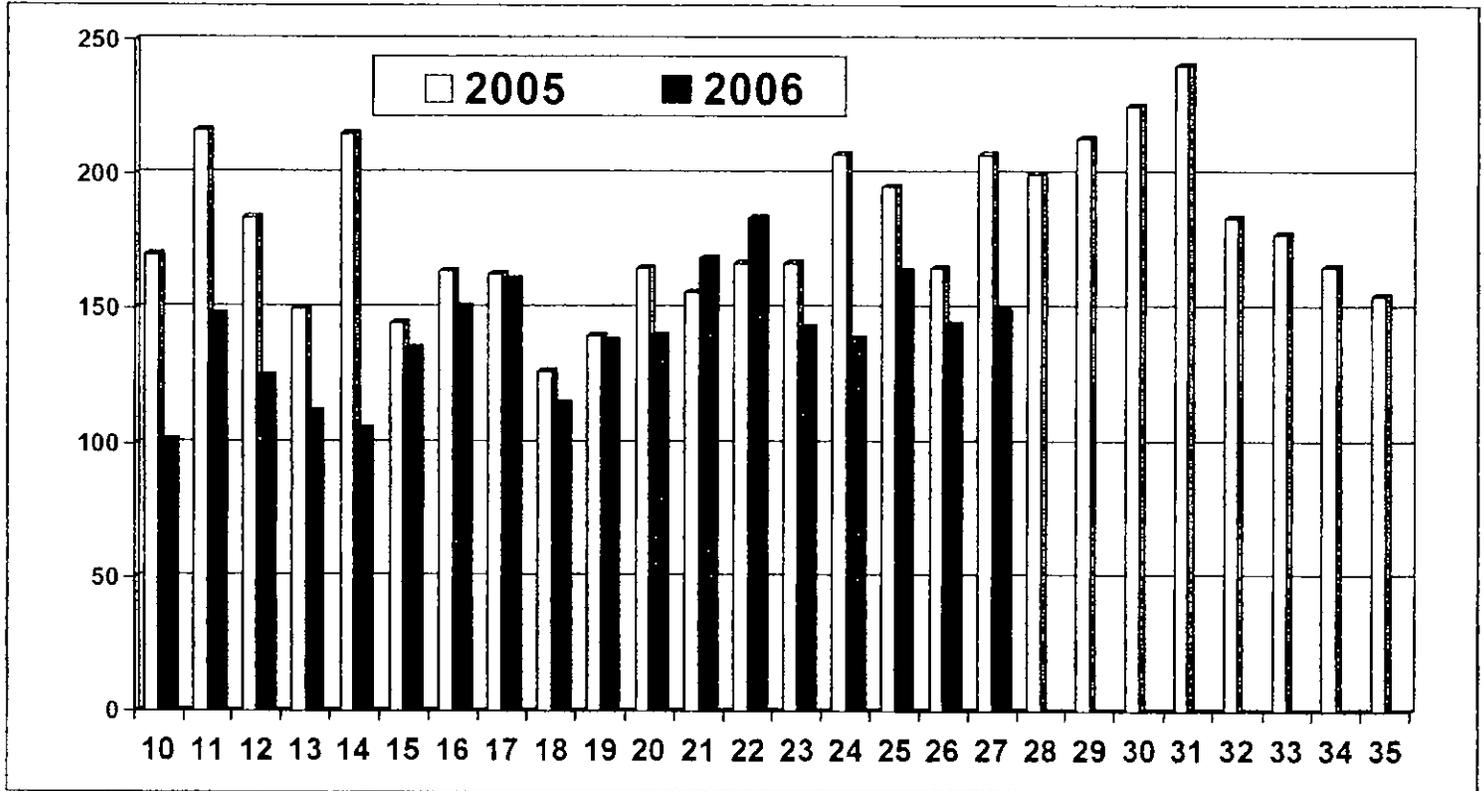
Address	Name	Action	# False Fire	# False Police	Total	Notes
257 CROSSBOW DR	Harbison West Elem	\$425.00	0	24	24	No payments received
351 LONGS POND RD	Pitt Stop		0	9	9	No payments received
2720 SUNSET BLVD	Lex Medical		7	0	7	Exempt—no response
341 INDUSTRIAL DR	Northup Grumin		0	6	6	Out of State—No payment
303 MAIN ST	Oneil	Exempt	0	6	6	Exempt—municipal
1337 WOODTRAIL DR	Mead Resd		0	5	5	Warning Letter
1737 WEST MAIN ST	Performance Outdoor		0	5	5	
119 CHURCH ST	St Stephen Luthern Ch	\$0.00	5	0	5	Warning Letter
3937 LEAPHART RD	Best Stop	\$25.00	0	5	5	
6051 WESCOTT RD	Irmo Middle		1	4	5	



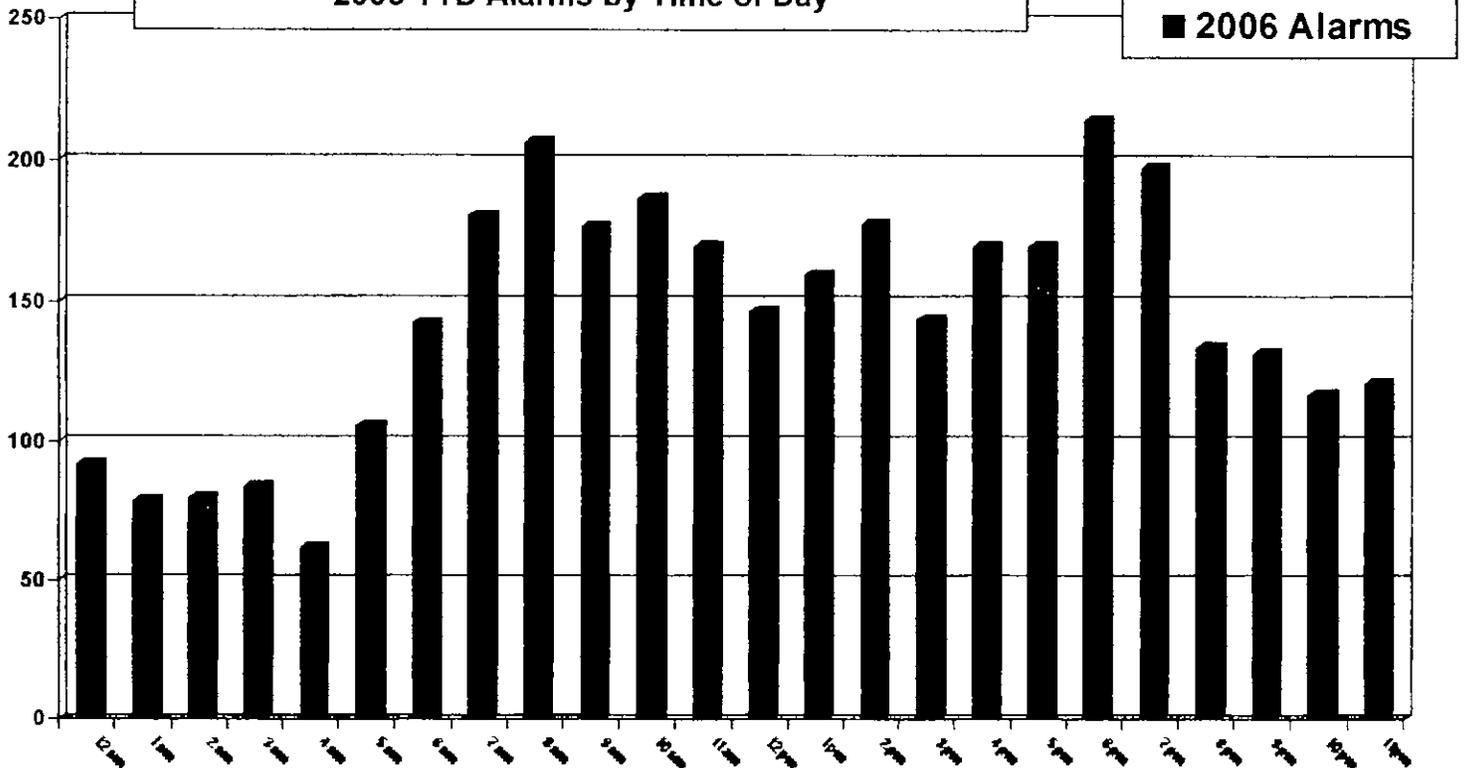
# Lexington County Monthly False Alarm Report



Number of False Alarms by Week 2005 & 2006



2006 YTD Alarms by Time of Day



Red Bank

70532

LITTER REMOVAL  
Along Highways

LEXINGTON COUNTY

MONTH: JANUARY 2006

DATE	TIME OUT / TIME IN	# of INMATES	ROAD NUMBER	PRISONER MAN HOURS	SUPERVISOR MAN HOURS	ENDING MILEAGE	REMARKS (POUNDS)
01/11	N/A	3	Glenn Road .	18	6	111	320
01/17	N/A	4	Corley Mill Road .	18	4.5	59	860
01/18	N/A	4	Corley Mill Road	24	6	117	480
01/19	N/A	4	Westwoods Drive Shirway & Barnwell Road .	24	6	119	100
01/20	N/A	2	Amicks Ferry Road .	10	4.5	80	380
01/25	N/A	4	Amicks Ferry Road	20	5	100	420
01/26	N/A	3	Lazy Brook Road .	19.5	6.5	93	320
01/30	N/A	4	Dvette Court .	18	4.5	79	640
01/31	N/A	4	Calvary Church Road	16.5	5.5	67	500
		N/A	***MONTH TOTALS***	164	48.5	925	4,020

LITTER REMOVAL  
Along Highways

LEXINGTON COUNTY

MONTH FEBRUARY 2006

DATE	TIME OUT / TIME IN	# of INMATES	ROAD NUMBER	PRISONER MAN HOURS	SUPERVISOR MAN HOURS	ENDING MILEAGE	REMARKS (POUNDS)
02/01	N/A*	3	Hwy-321 between split Hwy-21.	19.5	6.5	64	280
02/02	N/A	2	Hwy-321 (Southbound Road.)	13	6.5	63	100
02/03	N/A	2	St Peter's Church Road	9	4.5	23	160
02/08	N/A	2	Hwy-6 at Paps Dr to Hwy-302.	19.5	6.5	33	920
02/10	N/A	4	Old Chapin Road.	18	4.5	39	560
02/13	N/A	2	Old Cherokee Road Hwy-6 at Paps Dr to Hwy-302.	14	7	73	360
02/14	830-1545	2	Skylark Lane. Hwy-6 at Paps Dr. to Hwy-302.	12	6	94	320
02/15	900-1330	2	Hwy-6 at Paps Dr to Hwy-302.	9	4.5	25	460
02/16	900-1400	2	Hwy-6 at Paps Dr to Hwy-302	10	5	32	420
02/17	830-1100	2	Paps Drive .	5	2.5	36	240
02/21	930-1630	4	Whiskey Road. Hwy-321 at Heather Ridge Dr.	38	7	94	1,960
02/24	850-1330	3	Bush River Road (6055 block).	15	5	53	240
***MONTH TOTALS***				172	65.5	629	6,020

\*Not available in January

LITTER REMOVAL  
Along Highways

LEXINGTON COUNTY

MONTH: MARCH 2006

DATE	TIME OUT / TIME IN	# of INMATES	ROAD NUMBER	PRISONER MAN HOURS	SUPERVISOR MAN HOURS	ENDING MILEAGE	REMARKS (POUNDS)
03/08	800-1409	2	Gardner Terrace Road	12	6	45	140
03/22	800-1540	2	Glenn Road Jamil Road	15	7.5	100	660
03/30	845-1445	2	Nazareth Road	12	5	38	220
03/31	900-1300	3	Ewy-178(Pelion town limit to DeClark Road	12	4	54	320
		N/A	***MONTH TOTALS***	51	23.5	237	1,340

LITTER REMOVAL  
Along Highways

LEXINGTON COUNTY

MONTH: APRIL 2006

DATE	TIME OUT / TIME IN	# of INMATES	ROAD NUMBER	PRISONER MAN HOURS	SUPERVISOR MAN HOURS	TOTAL MILEAGE	REMARKS (POUNDS)
04/04	0805-1421	3	Barn Owl Road/ Neely Wingard	18	6	88	380
04/05	0809-1336	3	Woodberry Road Irvin Jumper Road	16.5	5.5	124	380
04/06	0740-1425	3	Pilgrim Church Road Epting Camp Road	19.5	6.5	144	200
04/07	0745-1515	3	Indian Fork Road Wessinger Road / Hwy-76	22.5	7.5	79	160
04/11	0930-1500	4	Gator Road	22	5.5	79	440
04/12	1300-1500	4	Hwy-6 (from Nazareth Road to Two Notch Road)	8	2	31	340
04/13	1300-1500	4	Hwy-6 (Two Notch to Hwy302)	8	2	60	800
04/17	0845-1445	3	Platt Springs at Hwy-6/ Cannon Trail Road	18	6	63	380
04/18	0915-1415	4	Platt Springs Road at Cannon Trail Road to Clermont Lakes	20	5	78	1,280
04/19	0750-1050	4	Old Charleston Road	12	3	52	580
04/20	1030-1530	3	Hwy-302 (from Hwy 6 to Swansea)	15	5	42	480
04/21	1230-1530	2	Pleasantview Road (from Hwy-6 to Hwy-302)	6	3	30	100
04/24	0930-1430	3	Hwy-6 from Nazareth Road to Platt Springs Road	15	5	64	360
04/25	0930-1630	3	Busbee Road to Fish Hatchery Road to Church Road	21	7	77	140
04/26	0845-1500	2	Long Pond Road from Two Notch Road to Fish Tank Co.	12	6	27	460
04/27	0900-1630	2	Pelion Road from Main St. to New Hope Church Road	15	7.5	33	840
04/28	0750-1350 0900-1600	3/2	Medera Road / Fish Hatchery to Corley Mill Road/ Hwy-302 *	32	6 / 7	168	2,540
***MONTH TOTALS***				280.5	95.5	1,209	9,860

\* Two Litter crews

LITTER REMOVAL  
Along Highways

LEXINGTON COUNTY

MAY 2006

DATE	TIME OUT / TIME IN	# of INMATES	ROAD NUMBER	PRISONER MAN HOURS	SUPERVISOR MAN HOURS	TOTAL MILEAGE	REMARKS (POUNDS)
05/01	0800-1500 1130-1500	2/2	Industrial Road / Muddy Springs to Two Notch/ Corley Mill Road	21	10.5	87	1,020
05/02	0800-1430 0800-1600	2/2	Corley Mill Rd./ Old Chapin Rd. Industrial Dr. from Hwy-6	29	14.5	179	1,400
05/03	0800-1437 0838-1405	2/2	WestWoods Drive (Chapin) Long Pond Rd. to Younginer Dr.	23	11.5	152	740
05/04	0909-1513 0800-1550	2/2	North Lake Dr./ Old Orangeburg Long Pond Rd. to Nazareth Rd.	27	13.5	150	1,720
05/05	0900-1530 1245-1515	2/2	Hwy-302- Landfill Ln to Gator North Lake Drive	18	9	99	1,680
05/08	0830-1430	4	Hwy-76-Wessinger Road Hwy-321-Busbee Road	24	6	114	2,352
05/09	0845-1525	2	Platt Springs Road to Hwy-6	13	6.5	49	640
05/11	0830-1446 0825-1530	2/2	Muddy Springs Rd./ Maxi Road Hwy-6 from Platt Springs Road	26	13	140	980
05/12	0805-1457	3	Emanuel Church Road Cromer Road	19.5	6.5	81	920
05/15	0800-1405 0830-1515	2/2	Glenn Road / West Dunbar Road Fish Hatchery Rd. at Hwy-6	25	12.5	102	1,180
05/16	0830-1526 1330-1500	2/2	Hwy-321-Busbee Road Railroad Avenue	16	8	63	1,760
05/17	0830-1330 0830-1600	2/2	Sandpit Road Busbee Road-Fish Hatchery Rd	25	12.5	146	1,440
05/18	0800-1330 0830-1545	2/2	Wren Road /Pasture Road Busbee Road-Shalom Road	25	12.5	133	3,940
05/19	0830-1430	3	Mathas Road / Burn Road at Two Notch Road	18	6	111	600
05/22	0830-1630	2	Meadowfield Road to Hwy-6 Fallow Road to Player Road	16	8	57	760
05/23	0800-1530 0820-1520	3/3	Cromer Road / Fallow Road to Hwy-6 Meadowfield to Hwy-6	43.5	14.5	167	1,560
05/24	0800-1100 0800-1500	3/4	Cromer Road / Hwy-302 Cassidy Road to Blackville Road	37	10	59	580

/ Two Litter Crews

05/25	0835-1510	3	Cassidy Road to Hwy-6 Swansea Road to W E. Jeffcoat	19.5	6.5	68	550
05/26	0800-1300 0830-1330	2/2	Corley Mill Road Swansea Road	20	10	137	440
05/30	0800-1330 0830-1540	2/2	Clayhill Road / Bluff Ridge Rd Otis Road / Swansea Road	25	12.5	166	1,820
05/31	0800-1455 0830-1540	2/1	Old Chapin Road / Bluefield Rd Pasture Road / Gibson Road	20	13.5	269	760
***MONTH TOTALS***				490.5	217.5	2,529	26,352

**LITTER REMOVAL**  
Along Highways

**LEXINGTON COUNTY**

**JUNE 2006**

DATE	TIME OUT : TIME IN	# of INMATES	ROAD NUMBER	PRISONER MAN HOURS	SUPERVISOR MAN HOURS	TOTAL MILEAGE	REMARKS (POUNDS)
06/01	0900-1400 0900-1500	2/1	Hwy-378 @ I-20/ Graball Road Swansea Road-Hwy-6 / Leewitt Rd	16	11	142	1,440
06/02	0900-1455	4	Swansea Road - W E. Jeffcoat Rd	22	5.5	54	820
06/05	0830-1550	3	W. E. Jeffcoat Road to Hwy-6	21	7	73	580
06/06	0825-1530	2	Meadowfield Road-Fish Hatchery Mimosa Road to Wood Trail Road	14	7	51	760
<del>06/07</del>	<del>0845-1520</del>	<del>5</del>	<del>Wood-Trail-Road to Meadowfield</del>	<del>32.5</del>	<del>6.5</del>	<del>79</del>	<del>700</del>
06/08	0825-1330 0825-1520	2/3	Old Wire Road / LeeWitt to Spring Charles Rast S/B to Hucabee Rd.	29.5	11.5	136	1,340
06/09	0855-1420	2	Gardners Terrace Road	10	5	39	500
06/12	0800-1330 0830-1550	2/2	Gardners Terrace Road/ Graball Rd Tineal Road / Hwy-6 @ Two Notch	25	12.5	126	2,200
06/13	0800-1430 0800-1535	3/2	Old Wire Road Thor Road to Hwy -302	34.5	14	140	1,640
06/14	0915-1545	2	Highway-302	13	6.5	51	400
06/15	0815-1415 0815-1550	4/3	100-500 Block Westwoods Drive Hwy-302 at Hwy-6	46.5	13.5	143	1,260
06/16	0810-1310 0810-1450	4/3	Ball Park Road / Kleckley Road Sharon Church Road	39.5	11.5	138	2,160
<del>06/19</del>	<del>0900-1500</del>	<del>5</del>	<del>Sharon-Church-Road</del>	<del>18</del>	<del>6</del>	<del>82</del>	<del>640</del>
06/20	0910-1525	(3)	Highway-6 to Nazerath Road	18	6	48	740
06/21	0830-1530	(3)	Highway-6 to Swansea Road	21	7	101	640
06/22	0825-1525	3	Glenn Road Pasture Road	21	7	111	900
06/23	0830-1430	3	Saylor Road Calvary Church Road.	18	6	75	1,020

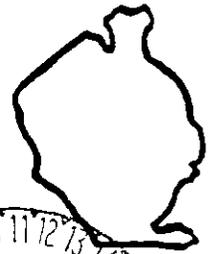
06/26	0800-1330 0850-1540	2/1	Flatt Springs Road Gibson Road / Old Orangeburg Rd	175	12	181	1,060
06/27	0811-1430 0835-1540	2/1	Qunton Ricard Road South Wood Road / Princeton Rd	19	13	150	1,320
06/28	0830-1500 0830-1540	2/1	Corley Mill Road Princeton Rd. / Calvary Church Rd.	20	13.5	131	1,080
06/29	0830-1530	4	Calvary Church Road to Hwy-321	28	7	112	360
06/30	0843-1420	4	Calhoun Road to Basil Road	22	5.5	63	880
***JUNE TOTALS***				506	194.5	2,226	22,440

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

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**COUNTY OF LEXINGTON**  
**PUBLIC WORKS DEPARTMENT**  
**ENGINEERING**



**MEMORANDUM**



DATE: June 12, 2006

TO: Katherine Doucett  
County Administrator

FROM: John Fechtel, Public Works Director  
Assistant County Administrator 

RE: Lexington County Recreation Request

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Attached is a request from Jay Criscione, Executive Director of Recreation and Aging Commission, for use of additional property for another ball field on Ball Park Road. Also attached are two (2) maps:

- 1) Overall location of site requested
- 2) Site plan in greater detail, Public Works does not have a concern with this location other than it may be on top of the old landfill. We would need to verify that this type of facility could be used on this area and under what conditions

We recommend County Council approving this site for a ball field based on their engineer clarifying this issue with SCDHEC

Lexington County Recreation & Aging Commission

565 South Lake Drive, Lexington, South Carolina 29072

803-359-4048

John J. Criscione  
Executive Director

June 9, 2006

Mr. John Fechtel  
Director of Public Works  
Lexington County

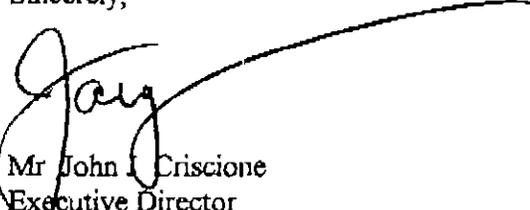
Dear John,

Per our discussion I would like to ask permission from Council to use a small portion of County property located on the back southwest corner of the County maintenance facility in Lexington to establish a ball field that will link to our existing park. It appears that this acreage is on the old landfill, which would restrict its usage for County services.

I would also like to request that we increase the size of the property so that the right angles would show 310 feet as opposed to the 210 feet you and I first discussed.

If this is agreeable with you and council please advise at your convenience.

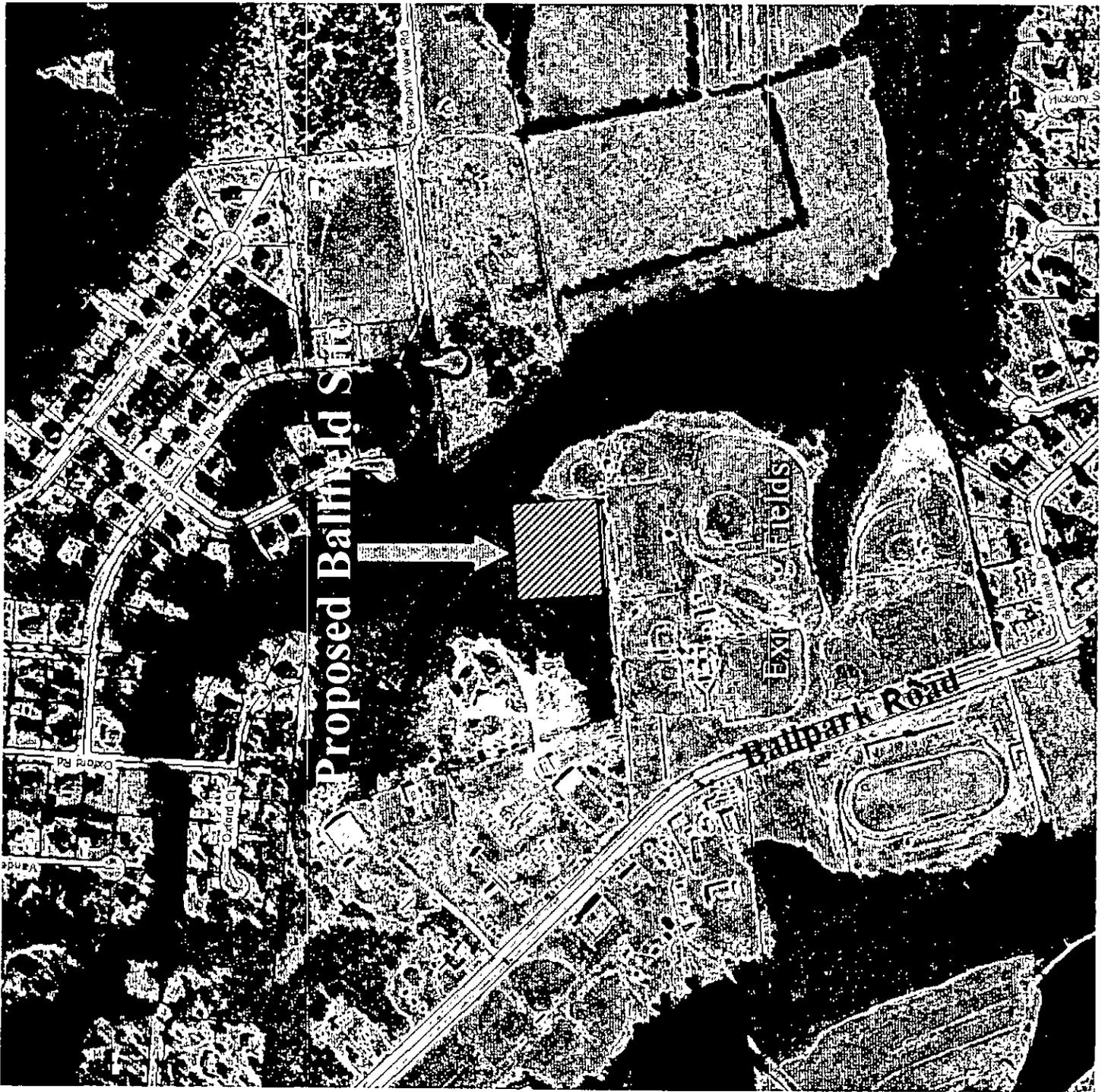
Sincerely,



Mr. John J. Criscione  
Executive Director  
LCRAC



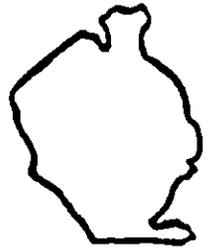
Long Life & Happiness







**COUNTY OF LEXINGTON**  
PUBLIC WORKS DEPARTMENT  
ENGINEERING



**MEMORANDUM**

DATE: July 17, 2006

TO: Katherine Doucett  
County Administrator

FROM: John Fechtel, Public Works Director  
Assistant County Administrator 

RE: SCDHEC New NPDES Permit Requirements

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In addition to our NPDES (National Pollution Discharge Elimination System) Phase II permit, which we expect to receive within the next 6-8 months, DHEC has finalized a new NPDES permit requirement that will be in effect September 1, 2006. This is officially known as the NPDES General Permit for Stormwater Discharges for large and small construction activities.

Synithia Williams, our Stormwater Management Environmental Coordinator, sent me the attached memo outlining some of the major requirements of this permit and also a copy of the notice we will be sending out to our developers/engineers.

Please put this item on the July Public Works Committee agenda for Council's information.

/lh

July 17, 2006

[Click **here** and type recipient's address]

Dear Sir or Madam:

The South Carolina Department of Health and Environmental Control's (SCDHEC) new NPDES General Permit for Stormwater Discharges from Large and Small Construction Activities will become effective on **September 1, 2006**, and will replace the current General Permit, which was issued in 1998.

Significant changes from the current general permit include, among other items, additional requirements for maintenance of records, pre-construction conferences, inspector qualifications, and submittal of monthly reports to the SCDHEC Bureau of Water, Sediment, Erosion, and Stormwater Management Department (SCDHEC)

The submittal process for coverage under the 1991 Stormwater Management and Sediment Reduction Act (1991 Act) as well as applications for coverage under the new NPDES General Permit will continue to be submitted to the County of Lexington for review and approval. The County of Lexington will continue to grant land disturbance coverage under the 1991 Act and will forward applications for coverage under the new NPDES General Permit to the SCDHEC. Be advised that once the County grants coverage under the 1991 Act the new requirements of the NPDES General Permit is that land disturbance activities **cannot** commence on your development site until approval is received from SCDHEC granting coverage under the new NPDES General Permit.

Enclosed with this letter is a list of frequently asked questions concerning the new NPDES General Permit along with the dates for submittal under the 1998 General Permit. More information can be received from the SCDHEC Bureau of Water, Sediment, Erosion, and Stormwater Management website at <http://www.scdhec.gov/eqc/water/html/erfmain.html>. You may also contact the County of Lexington, Public Works Department's Stormwater Division at 803-785-8201 for more information.

Sincerely,

Synithia R. Williams  
Environmental Coordinator

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INTEROFFICE MEMORANDUM

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**TO:** JOHN FECHTEL, DIRECTOR OF PUBLIC WORKS  
**FROM:** SYNITHIA WILLIAMS, ENVIRONMENTAL COORDINATOR *SW*  
**SUBJECT:** NPDES CONSTRUCTION GENERAL PERMIT FOR LARGE AND SMALL CONSTRUCTION SITES  
**DATE:** 7/17/2006

---

The South Carolina Department of Health and Environmental Control's (SCDHEC) NPDES General Permit for Large and Small Construction Activities (CGP) will become effective on September 1, 2006. The CGP along with the Phase II Stormwater Permit that will be issued to the County of Lexington will affect the delegated review process for Land Disturbance permits. Listed below are the actions that will be effected after implementation of the new CGP.

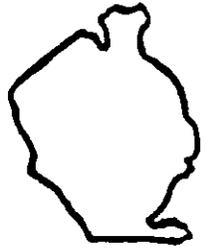
- **Land Disturbance Permit Application-** Delegated entities must use the DHEC permit or a DHEC approved permit that is compatible with the new Construction General Permit (CGP). There will be an updated application for the Land Disturbance permit posted on the DHEC website about one month from now (<http://www.scdhec.gov/eqc/water/html/erfmain.html>) that can be used. DHEC will send a Microsoft Word format of the application to delegated entities in order for changes such as adding the County logo or additional County requirements.
- **Informing applicants of new requirements-** It will be the County's responsibility to inform applicants of the new requirements of the CGP. One of those requirements is that after the County grants coverage under the land disturbance permit any and all land disturbance activities cannot commence until a CGP is issued from. Currently a project can begin land disturbance activities once the County issues the Land Disturbance Permit without waiting for coverage from DHEC. The County must now inform developers that this is no longer the case.
- **Land disturbance beginning before a CGP is issued-** If work begins on a site before a CGP has been issued, the activity along with pertinent information, must be reported to the local DHEC office for investigation.
- **Inspections-** The developers are now required to have a certified sediment and erosion control inspector inspect and report on the effectiveness of sediment and erosion control practices on the project site. These inspections must take place either once every 7 calendar days or at least once every 14 calendar days and within 24 hours of the end of a storm event of 0.5 inches or greater. The inspection requirement has to be the 7 day or 14 day requirement and not a combination of both. County inspectors will be responsible for making sure the developers have documentation of their inspections. In addition, installation/maintenance of sediment and erosion control structures will be observed as to compliance with the Land

Disturbance Permit requirements. DHEC has an inspection checklist on their website (<http://www.scdhec.gov/eqc/water/html/erfmain.html>) that can be used by Lexington County for conducting inspections.

- **Monthly Reports-** The CGP requires monthly reports for sites 10 acres or greater to be mailed to the compliance section of DHEC. For projects less than 10 acres monthly reports may be required on an as needed or project-by-project basis. Monthly reports must include copies of the inspection forms for that month. Under the regulations of the CGP, once the County receives its Phase II Stormwater permit, monthly reports must be turned in to the County as well. This would result in approximately 250 reports turned in to the Public Works Department on a monthly basis. A system to document and track the reports received needs to be created, possibly through incorporating the tracking with the County's Web Trax System.
- **Plan review certification-** Certification classes for plan reviewers began the week of June 26, 2006 in Greenville SC. Clemson Extension and DHEC's OCRM section provide the class. There will be future plan reviewer certification classes held in Columbia and Charleston, but dates for these classes have not been set. It was mentioned that if possible a certification class just for delegated communities might be incorporated.
- **Plan review checklist-** DHEC will have a new updated plan review checklist they will post on their website (<http://www.scdhec.gov/eqc/water/html/erfmain.html>) in about a month. Delegated communities must use this checklist when doing review for land disturbance permits. Additional requirements can be added to the checklist that goes beyond DHEC requirements.
- **Annexations-** If a project is annexed out of the County's jurisdiction, the County must inform DHEC that the project is no longer under their jurisdiction and DHEC will continue inspections from there.
- **Linear Construction Projects-** Linear projects are not exempt from the sediment and erosion control minimum measure requirements of the Phase II Stormwater permit. This means the County (once it receives its Phase II Stormwater Permit) will have to review/inspect linear construction projects unless the project receives funding from the County. DHEC is also working on the issue of how to handle linear projects that cross jurisdictional lines. DHEC is considering a construction general permit for utilities, except water and sewer.
- **Enforcement-** One of the minimum measures of the Phase II Stormwater Permit that will be issued to the County, is to create a construction site program that mirrors DHEC's CGP program. The County will be responsible for enforcing compliance with the requirements of the Land Disturbance Permit and the construction site minimum measure of its Phase II Stormwater permit. If the County fails to enforce the new sediment and erosion control requirements it could lead to civil fines and possible third party lawsuits from private citizens.



COUNTY OF LEXINGTON  
PUBLIC WORKS DEPARTMENT  
ENGINEERING



MEMORANDUM

DATE: July 17, 2006

TO: Katherine Doucett  
County Administrator

FROM: John Fechtel, Public Works Director   
Assistant County Administrator

RE: Carolina Clean Program for NPDES Phase II Permit

---

Attached is a proposal from Cal Sawyer of Clemson University offering to help the County and the seven (7) municipalities meet the first two of six BMP's (Best Management Practices) of NPDES (National Pollution Discharge Elimination System) Phase II. The two BMP's are: (1) Public Education and (2) Public Involvement Minimum Control Measures. We are unsure when we will actually be permitted but it should be within the next 6-8 months. Once we receive our permit, we will have more information to provide.

In the proposal, there are two price tables. The first table reflects the standard rates for a total of \$71,000.00 annually and this was Clemson's fee for coordination and reporting separately for the eight (8) entities. Table 2 reflects an annual price of \$50,000.00 total if we all are on a joint permit. In this case, Lexington County would be the lead agency and coordinate these activities for the seven (7) municipalities. Table 2 reflects each entities annual cost and for the \$50,000, I would propose the County enter into the agreement with Clemson and each municipality submit its appropriate share to the County. Each entity's share of the cost is based on the total annual cost (\$50,000.00) divided by the total permitted population (113,380) to derive the per capita costs (\$0.44). The \$0.44 is then multiplied by each entity's published census number. The County's share would be \$27,080.00 annually.

Based on the above, we want to meet with the other entities (Lexington, West Columbia, Cayce, South Congaree, Pine Ridge, Springdale and Irmo) to establish if they are in agreement with this proposal. We need County Council to approve this concept and we will report back to them once we have all the municipalities' agreement or non-agreement.

Cal Sawyer and Bill Blackston of Clemson University will be at the July Public Works Committee meeting to answer any questions.

/lh



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## Memorandum

**To:** John Fechtel, Director Public Works

**From:** Cal Sawyer  
Extension Water Quality Coordinator

**Date:** July 11, 2006 (Revised)

**RE:** Clemson University's Carolina Clear Storm Water Education Program

---

Bill and I certainly enjoyed meeting with you several weeks ago in Lexington. Clemson University stands ready to ensure that the Public Education and Public Involvement Minimum Control Measures (the first two of six), included in your permit to DHEC are robust and meet the criteria established by EPA. It is the intent of Carolina Clear to assist each participating MS4s in the establishment and implementation of a comprehensive program to educate their citizens about the effects of storm water and what they can do minimize its impacts.

As you can see by the figures in **Table 1**, the cost of implementing Carolina Clear for each of the separate MS4s in Lexington County would total \$71,000. These rates apply to all Phase II MS4s and come from Clemson's South Carolina sliding rate schedule based on the 2000 Census.

However, Due primarily to the nature of your proposed joint permit, the reporting requirements for Clemson would be significantly decreased, saving valuable resources. We propose to pass this savings along to Lexington County and offer a reduced rate to implement Carolina Clear. In order to make every possible effort to partner with Lexington County and the associated municipalities, we propose to conduct Carolina Clear programming for the rate of **\$50,000** per year (**Table 2** a discount of 30%). We are currently offering no other discounts to any municipalities or counties in the state

←

MS4	Population	Annual Rate	Pcr. Capita Cost
Lexington County	61,367	\$35,000	\$0.57
West Columbia	13,064	\$8,000	\$0.61
Cayce	11,817	\$8,000	\$0.68
Irmo	11,039	\$8,000	\$0.72
Lexington	9,769	\$3,000	\$0.31
Springdale	2,877	\$3,000	\$1.04
South Congaree	2,252	\$3,000	\$1.33
Pine Ridge	1,195	\$3,000	\$2.51
<b>TOTALS</b>	<b>113,380</b>	<b>\$71,000</b>	<b>(average) \$0.62</b>

Table 1 – Carolina Clear Costs for Individual MS4s

SMS4	Population	% of Population	Annual Rate	Per Capita Cost
Lexington County	61,367	54.16	\$27,080	\$0.44
West Columbia	13,064	11.52	\$5,760	\$0.44
Cayce	11,817	10.42	\$5,210	\$0.44
Irmo	11,039	9.73	\$4,865	\$0.44
Lexington	9,769	8.61	\$4,305	\$0.44
Springdale	2,877	2.53	\$1,265	\$0.44
South Congaree	2,252	1.98	\$990	\$0.44
Pine Ridge	1,195	1.05	\$525	\$0.44
<b>TOTALS</b>	<b>113,380</b>	<b>100%</b>	<b>\$50,000</b>	<b>\$0.44</b>

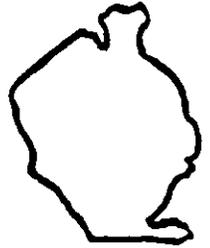
Table 2 - Carolina Clear Costs for Individual MS4s @ \$50,000 discounted rate for Joint Permit.

I look forward to discussing this matter further with you in the very near future. I truly believe that a partnership of this nature between Clemson and Lexington County would be beneficial for both parties on many levels.

Cc  
 Bill Blackston  
 Area Watershed Agent



COUNTY OF LEXINGTON  
PUBLIC WORKS DEPARTMENT  
ENGINEERING



MEMORANDUM

DATE: July 17, 2006

TO: Katherine Doucett  
County Administrator

FROM: John Fachtel, Public Works Director  
Assistant County Administrator 

RE: Revised Stormwater Management Ordinance

---

We plan to submit first reading on our revised Stormwater Management and Sediment Control Ordinance at the August 22, 2006 County Council meeting. We are currently working on our guidelines, etc., but our revised ordinance needs to take priority at this point. Although we do not know when we will get our NPDES (National Pollution Discharge Elimination System) Phase II permit, the seven (7) municipalities must have "delegated review" by September 1, 2007. Our plan is to have Lexington, West Columbia, Cayce, Pine Ridge, South Congaree, Springdale and Irmo adopt our revised ordinance and by intergovernmental agreement, the County will satisfy the delegated review requirement for these entities. No additional fees would be charged.

We will be meeting with the seven (7) municipalities listed above and the other municipalities to discuss "delegated review". We currently perform delegated review for Chapin. We feel that there would be a great benefit to having a true County-wide permitting system.

No vote is required by Council at this time, but we wanted Council to be aware we would be meeting to discuss these issues with these municipalities.

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

RESOLUTION

THE COUNCIL FOR THE COUNTY OF LEXINGTON, SOUTH CAROLINA,  
MEETING IN GENERAL SESSION THE 25TH DAY OF JULY, TWO  
THOUSAND AND SIX, ADOPTED THE FOLLOWING:

**WHEREAS**, Hurricane Katrina, a devastating Category 5 hurricane in August 2005, was the costliest and one of the deadliest hurricanes in the history of the United States that displaced several hundreds of thousands of residents; and

**WHEREAS**, Samuel J. Tenenbaum, is a retired Vice-President of Chatham Steel Corporation, a family business; extraordinary leader; philanthropist; and volunteer who works tirelessly to serve others; and

**WHEREAS**, Samuel was instrumental in establishing South Carolina Cares, a non-profit organization dedicated to helping Hurricane evacuees, which was recognized nationally as a model of excellence in emergency response; and

**WHEREAS**, his passion, determination, and unique style of leadership enabled him to bring together people from differing races, religions, and political affiliations to work together for the good of those in need; and

**WHEREAS**, Samuel currently serves on a number of boards and commissions and is the recipient of many outstanding awards.

**NOW, THEREFORE, BE IT RESOLVED** that we, Lexington County Council are proud to recognize **SAMUEL J. TENENBAUM** as an extraordinary leader who selflessly and tirelessly volunteers to serve others.

**BE IT FURTHER RESOLVED** that we extend to Samuel our sincere and heartfelt appreciation for the many humanitarian contributions he has made and continues to make.

\_\_\_\_\_  
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:

## **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**

July 25, 2006

### **JIM KINARD**

**Children's Shelter** - Suzanne Clark - Term expires 06/30/06 - Eligible for reappointment  
**Planning Commission** - Warren L. Cope - Terms expires 08/26/06 - Eligible for reappointment

### **BILLY DERRICK**

**Assessment Appeals Board** - Tommy H. Hayden, Jr. - Term expires 09/21/06 - Eligible for reappointment

### **SMOKEY DAVIS**

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

### **BOBBY KEISLER**

**Planning Commission** - Billy F. Irwin - Term expires 06/26/06 - Eligible for reappointment

### **JOHNNY JEFFCOAT**

**Assessment Appeals Board** - Vacant - Term expires 09/21/07  
**Museum Commission** - Sandra Burdett - Term expired 11/01/05 - Not eligible for reappointment

### **JOHN CARRIGG**

**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

# COUNTY OF LEXINGTON

## Procurement Services

### MEMORANDUM

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

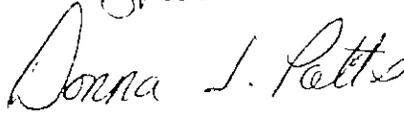
**DATE:** July 14, 2006

**TO:** Katherine Doucett  
County Administrator

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



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



**SUBJECT: F1 Computers and Monitors – Information Services**

We have received a purchase request and recommendation from Jim Schafer, Director of Information Services, for the purchase of twenty-five (25) Dell computers and twenty-three (23) monitors. The Dell computers will be purchased directly from the manufacturer (Dell Computer) through the South Carolina State Contract #05-S6656-A11104. Quotations were solicited from qualified vendors for the purchase of twenty-three (23) monitors. We received three (3) quotes (see attached bid tab). It is our recommendation to purchase the monitors from Florida Micro as being the lowest responsible bidder.

The Information Services Department is requesting replacement equipment for eight (8) County departments. This equipment will provide newer technology and improve productivity. Jim Schafer, Director of Information Services, has reviewed and recommended the requested equipment for replacement.

The cost of the Dell computers is \$14,273.93 including applicable sales tax and the cost of the monitors is \$2,510.22 including applicable sales tax, for a grand total of \$16,784.15.

Funds are appropriated in the following accounts:

#1000-101610-5A7013 - Community Development, (5) Computers, (5) Monitors	\$3,395.71
#1000-101700-5A7015 - Treasurer, (2) Computers	\$1,151.93
#1000-101800-5A7020 - Auditor, (3) Computers, (3) Monitors	\$2,037.42
#1000-131200-5A7077 - Animal Control, (1) Computer, (1) Monitor	\$ 679.14
#1000-131400-5A7083 - EMS, (10) Computers, (10) Monitors	\$6,791.42
#1000-171500-5A7176 - Veterans Affairs, (1) Computer, (1) Monitor	\$ 679.14
#2950-101700-5A7288 - Delinquent Tax - Treasurer, (2) Computers, (2) Monitors	\$1,370.25
#5700-121202-5A7319 - Solid Waste Management - (1) Computer, (1) Monitor	\$ 679.14

I concur with the above recommendation and further recommend that these purchases be placed on County Council's agenda for their next scheduled meeting on July 25, 2006.

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

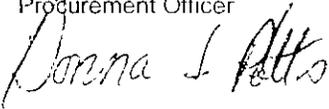
## County of Lexington

### Bid Tabulation

#### FI Computers and Monitors

Quantity	Description	Florida Micro		Software House Intl		SCW	
		Unit Price	Total	Unit Price	Total	Unit Price	Total
23	17" Monitors	\$102.96	\$2,368.08	\$105.53	\$2,427.19	\$104.65	\$2,406.95
	Sub-Total		\$2,368.08		\$2,427.19		\$2,406.95
	Tax		\$142.08		\$145.63		\$144.42
	Grand Total		\$2,510.16		\$2,572.82		\$2,551.37

Donna J. Potts, CPPB  
Procurement Officer



Quotes received July 17, 2006

# COUNTY OF LEXINGTON

## Procurement Services

MEMORANDUM

(O) 785-8319

(F) 785-2240

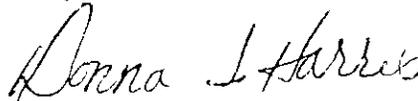
**DATE:** June 19, 2006

**TO:** Katherine Doucett  
County Administrator

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



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



**SUBJECT: Request for Approval to Utilize Request for Qualifications Process for GIS Software Consultant Services – Planning/GIS/Information Services**

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We are requesting the approval for the use of the Request for Qualifications process in order to select the services of qualified consultants/contractors to provide the County with GIS Software Consultant Services for the Planning/GIS and Information Services Departments. The current contract expires November 16, 2006. It has been the experience of the Planning/GIS and Information Services Departments over the past five years of the previous contract that having a consultant available to assist with upgrades, database management, troubleshooting and software development has been helpful in a variety of situations, such as implementing version upgrades, migrating to new hardware, and software/database performance tuning. This type service has helped deal with such matters with high quality and timely results.

Due to the scope of this project, the GIS Services Team feels that it would not be practical or to our advantage to write a comprehensive set of specifications that may limit our resources or restrict competition. In selecting consultants/contractors, it will also be advantageous to consider other award criteria in addition to cost. Request for Qualifications shall be reviewed and evaluated by a review panel based upon specific evaluation factors and qualifications. Once the review panel determines the firms ability to provide the requested services they will be placed on a pre-approved contractor list to provide the tasks as listed in the terms and conditions of the contract.

It is our recommendation that we utilize the competitive scaled request for qualifications procedure established in the County ordinance. In accordance with this ordinance, approval for use of this procedure must be obtained from County Council. We further recommend that this request be presented to County Council at their next scheduled meeting set for July 25, 2006.

Thank you.

copy: Larry Porth, Director of Finance/Assistant County Administrator  
Charlie Compton, Planning & GIS Director  
Jim Schafer, Director of Information Services

# COUNTY OF LEXINGTON

## Procurement Services

---

### MEMORANDUM

(O) 785-8385

(F) 785-2240

**DATE:** July 13, 2005

**TO:** Katherine L. Doucett  
County Administrator

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



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



**SUBJECT:** MSA Equipment / Sole Source Procurement - Public Safety/Fire Service

We have received a requisition for the purchase of Mine Safety Appliance (MSA) Transfill Hose and Pouch Kits for County owned Self-Contained Breathing Apparatus (SCBA).

Fire Service has previously purchased breathing equipment and has standardized with MSA. This has been deemed a Sole Source through Newton's Fire & Safety Equipment, Inc. as they are the only authorized dealer for South Carolina. This will provide for equipping all of the Fire Service's breathing apparatus with an emergency device that allows the sharing of breathing air between personnel. The device will be utilized during emergency operations in the event the firefighter's air supply is depleted and is unable to exit to a safe area.

The cost of this equipment is \$23,447.20 including applicable tax.

Funds are appropriated in the following account:

1000-131500-5A7113	SBCA Transfill Hose & Pouch Kit	\$23,447.20
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I concur with the above recommendation and further recommend that this purchase be placed on County Council's agenda for their next scheduled meeting on July 25, 2006.

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

# COUNTY OF LEXINGTON

## Procurement Services

---

### MEMORANDUM

(O) 785-8385

(F) 785-2240

**DATE:** June 29, 2006

**TO:** Katherine L. Doucett  
County Administrator

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

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

**SUBJECT:** UNIFORMS - TERM CONTRACT  
BID NO. C06020-04/04/06B

---

Competitive bids were solicited and advertised for a term contract for the purchase of uniforms for the Sheriff's Department and Public Safety/Fire/EMS division. The term of this contract shall be for a period of one (1) year. The County has the option to extend the contract on an annual basis and will not exceed four (4) additional one (1) year periods.

We received five (5) bids of which one (1) was a no bid (see attached bid tabulation). Bids were evaluated by Janice A. Bell, Procurement Officer; Colonel Alan Paavel, Sheriff's Department, Russell Rawl, Fire Service Coordinator; and Brian Hood, EMS Coordinator. It is our recommendation to award contracts to Wright Johnston, Inc.; Designlab, Inc., and Safety & Security International as the lowest bidders meeting specifications on a line item basis.

The cost is based on estimated quantities projected for use by the Sheriff's Department and Public Safety/Fire/EMS for a period of one (1) year. It is estimated that the annual value of this contract is \$77,490.51 including sales tax. Purchases are made on an as needed basis and will not exceed funds available in each department's uniform account(s).

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 July 25, 2006.

Attachment

copy: Larry Porth, Director of Finance/Assistant County Administrator  
James R. Metts, Sheriff  
Chief Bruce E. Rucker, Assistant Sheriff / Director of Public Safety & Homeland Security  
Colonel Alan Paavel, Sheriff's Department  
Sylvia Dillon, Sheriff's Department  
Chief Russell Rawl, Fire Service Coordinator  
Chief Brian Hood, EMS Coordinator

# County of Lexington

## Bid Tabulation

BID: C06020-04/04/06B

### UNIFORMS FOR PUBLIC SAFETY AND SHERIFF'S DEPARTMENT

Item	Qty	Description	Wright-Johnston	Nafeco, Inc.	Design Lab, Inc.	Uniforms by John	Safety & Security Intl.
1	200	Trousers, Dress	\$27.00	\$35.50	\$29.85	No Bid	\$27.50
2	140	Shirts, Dress, SS	\$34.50	\$33.25	\$28.50	No Bid	\$29.50
3	100	Shirts, Dress, LS	\$37.50	\$35.95	\$30.75	No Bid	\$29.50
4	300	Trousers, Street	\$52.90	\$45.00	\$46.25	No Bid	\$47.50
5	285	Shirt, Streetgear	\$33.90	\$31.50	\$32.60	No Bid	\$38.00
6	15	Jackets	\$245.00	\$190.00	No Bid	No Bid	\$175.00
6A	15	Lettering Pkg	\$33.45	\$50.00	No Bid	No Bid	\$25.00
7	15	Sweaters	\$59.00	\$47.50	No Bid	No Bid	\$50.00
8	25	Hats, Straw	\$53.75	\$70.00	\$51.35	No Bid	\$60.00
9	25	Hat Braids	\$5.90	\$4.00	\$6.25	No Bid	\$8.50
10	25	Hat Straps	\$5.90	\$4.00	\$4.50	No Bid	\$9.75
11	25	Hat Covers	\$4.90	\$4.00	\$4.00	No Bid	\$5.50
12	500	BDU Pants	\$20.50	\$20.00	\$21.25	No Bid	\$26.00
13	20	Ties, Male	\$3.00	\$4.00	\$3.25	No Bid	\$3.00
14	10	Ties, Female	\$3.00	\$4.00	\$3.25	No Bid	\$3.00
15	25	Trousers, Dress	\$34.00	\$42.00	\$34.60	No Bid	\$35.50
16	25	Shirts, Dress, SS	\$39.00	\$35.50	\$27.95	No Bid	\$29.75
17	25	Shirts, Dress, LS	\$42.00	\$40.00	\$33.95	No Bid	\$34.50
18	20	Shirts, Work SS	\$17.95	\$25.00	No Bid	No Bid	\$34.50
19	20	Shirts, Work, LS	\$19.95	\$27.00	No Bid	No Bid	\$38.25

		Wright Johnston	Nafeco, Inc.	DesignLab, Inc.	by John	Safety & Security Intl.
20	25 Squad Pants	\$42.00	\$50.00	\$43.85	No Bid	\$47.00
21	160 Pants, work	\$14.90	\$17.00	\$13.10	No Bid	\$14.25
22	20 coveralls	\$25.00	\$25.00	\$21.94	No Bid	\$23.00
23	5 Boots	\$60.90	\$60.00	\$62.55	No Bid	\$55.75
24	10 Shoes	\$47.50	\$70.00	\$79.80	No Bid	\$71.50
25	5 Jackets, Heavy	\$87.00	\$110.00	\$74.00	No Bid	\$175.00
26	35 Jackets, Rev	\$52.00	\$96.00	No Bid	No Bid	\$94.25
27	30 Jackets, Sport	\$29.00	\$45.00	\$24.50	No Bid	\$25.75
28	50 Parka	\$285.00	\$270.00	No Bid	No Bid	No Bid
29	45 Belt	\$13.90	\$15.00	\$15.00	No Bid	\$31.00
30	5 Ties	\$3.00	\$4.00	\$3.25	No Bid	\$2.75
31	20 Metal Name Plate	\$8.00	\$8.00	No Bid	No Bid	\$6.75
32	300 Baseball Hat	\$12.00	\$15.00	\$10.75	No Bid	\$12.75
33	50 Stocking Cap	\$12.00	\$10.00	\$8.45	No Bid	\$11.50
34	12 Reflective Pkg	\$15.00	\$12.00	\$10.00	No Bid	\$28.50
35	12 Reflective Letters	\$10.00	\$9.00	No Bid	No Bid	\$28.50
36	25 Hooded Jacket	\$42.90	\$55.00	\$24.50	No Bid	\$28.50
37	Labor to sew	N/C	\$1.00	\$1.50	No Bid	No Bid
38	Embroider logos	\$6.00	\$5.00	\$5.00	No Bid	\$0.00
39	Apply EMS letters	\$8.00	\$9.00	\$7.00	No Bid	\$5.00
40	Cat Discount	Net	10%	N/A	No Bid	20%
41	Opt Remov Liner	\$44.00	No Bid	No Bid	No Bid	N/A
42	Opt Remov Refl	\$12.85	No Bid	No Bid	No Bid	\$20.00
	Pkg					

DesignLab - Items 2 add for. Size 18 + 10%, Size 19 + 20%; Size 20 + 30%  
 DesignLab - Item 17 Add for: Size 18 + 10%, Size 19 + 20%, Size 20 + 30%  
 DesignLab - Item 21 add for. Size 52 up + 20%  
 DesignLab - Item 22 - different price - Size 52-58 \$26.33 each  
 DesignLab - Item 25 - add for: 2X-3X + \$10.00, 4X-5X + 20.00, 6X + \$30.00  
 DesignLab - Item 27 add for. 2X up + 20%

C06020  
jab  
05/02/06

Items 2-7, 12, 16-17, 25 & 36 - Low bidders did not meet specifications.  
Items 13 & 14 - Tie bid - award to Lexington County vendor  
Item 28 - No award - item no longer needed

Bids Opened. May 2, 2006

Janice A. Bell, CPPB  
Procurement Officer

A handwritten signature in cursive script, appearing to read "J. Bell", written in black ink.

# COUNTY OF LEXINGTON

## Procurement Services

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### MEMORANDUM

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

**DATE:** July 14, 2006

**TO:** Katherine Doucett  
County Administrator

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

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

**SUBJECT:** Bullard Tacsight S1 Camera - Public Safety/State Homeland Security  
BID NO. Q07001-06/22/06H

---

Invitations for bids were advertised and solicited for the purchase of a Bullard Tacsight S1 Camera for Public Safety/State Homeland Security. The Tacsight S1 Thermal Imaging Camera will be used by the Joint Emergency Team (JET) in tactical operations during periods of limited visibility. This equipment will enhance the vision of law enforcement officers to see through fog and during night operations. Funding is provided through the State Homeland Security Grant Program and requires no matching funds from Lexington County. We received four (4) bids and six (6) no bids (see attached bid tab).

Bids were evaluated by Neil Ellis, Emergency Preparedness Coordinator and Donna J. Potts, Procurement Officer. It is our recommendation to award this contract to Lawmen's Safety Supply as being the lowest responsive bidder. The total amount of this purchase is \$11,554.00 including applicable sales tax.

Funds are appropriated in account:

2476-131500-5A6195 - State Homeland Security - Thermal Imaging Cameras \$11,554.00

I concur with the above recommendation and further recommend that this bid be placed on County Council's agenda for their next scheduled meeting on July 25, 2006.

Attachment

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

# County of Lexington

## Bid Tabulation

Bid: Q07001-06/22/06H

BULLARD TACSIGHT SI CAMERA - NO SUBSTITUTION

Quantity	Description	Lawmen's Safety		Environmental Safety		West Coast Bus		Bullard	
		Unit Price	Total	Unit Price	Total	Unit Price	Total	Unit Price	Total
1	Bullard Camera	\$10,900.00	\$10,900.00	\$11,250.00	\$11,250.00	\$10,773.00	\$10,773.00	\$10,995.00	\$10,995.00
	Sub-Total		\$10,900.00		\$11,250.00		\$10,773.00		\$10,995.00
	Tax				\$675.00		\$646.38		\$659.70
	Grand Total		\$11,554.00		\$11,925.00		\$11,419.38		\$11,654.70

West Coast Business was deemed non-responsive due to the fact that they are not an authorized reseller for the State of South Carolina, Therefore recommend award to Lawmen's Safety Supply

A no bid response was received from Anderson Fire & Safety, Jack L Slagle's Fire Equipment & Supply Company, Charlotte Equipment Sales, Incorporated, and Safeco Incorporated stating that they do not offer this product or service.

A no bid response was received from Wally's Fire & Safety and Mine Safety Appliances Company stating that they are unable to meet specifications.

Bids Opened June 22, 2006



Donna J. Potts, CPPB  
Procurement Officer

# COUNTY OF LEXINGTON

## Procurement Services

---

### MEMORANDUM

(O) 785-8385

(F) 785-2240

**DATE:** July 11, 2006

**TO:** Katherine L. Doucett  
County Administrator

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



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



**SUBJECT:** Fleet Vehicle Addition - Public Works

---

We have received a requisition for the purchase of one (1) New 2007 Ford F-450 15,000 LB Cab & Chassis for Public Works. This vehicle is available from Burns Automotive through South Carolina State Contract Number 05-S6667-A11151. A 12' flatbed body will be included on this vehicle which will have our spray tank and boom mounted on it for right-of-way spraying. This vehicle is recommended and approved in accordance with the Fleet Management Policy by Ellis Gammons, Fleet Manager.

The cost for this truck is \$34,278.58 including applicable sales tax.

Funds are appropriated in account number:

1000-121300-5A7063	(1) 2 Ton 4WD Truck	\$34,278.58
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I concur with the above recommendation and further recommend that this purchase be placed on County Council's agenda for their next scheduled meeting on July 25, 2006.

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

# COUNTY OF LEXINGTON

## Procurement Services

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MEMORANDUM

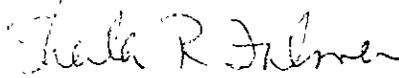
(O) 785-8385

(F) 785-2240

DATE: July 14, 2006

TO: Katherine L. Doucett  
County Administrator

THROUGH: Sheila R. Fulmer, CPPB  
Procurement Manager



FROM: Janice A. Bell, CPPB  
Procurement Officer



SUBJECT: **(1) Full Service K-9 and Equipment - Sheriff's Department**

---

Competitive bids were solicited for the purchase of (1) Full Service K-9 and Equipment for the Sheriff's Department. This dog is needed to fulfill our needs for K-9 officers, as many of our dogs have been retired due to age. The equipment is needed for the new team as well as existing K-9 teams. The vehicle inserts will provide for a safer transport environment for the dog and handler. The Server Software will allow for the use of web interfaces. This requested software does not require an annual maintenance agreement thus saving \$3,000.00 to \$5,000.00 in annual maintenance fees required by the current software program. Temperature monitors will be installed to ensure stable vehicle temperatures to reduce the risk of serious injury or death of the K-9. Remote vehicle door openers are needed for the vehicles transporting K-9's. This can be activated in a situation of unsafe vehicle temperatures or if the officer is in need of backup.

We received three (3) bids for the Full Service K-9 and three (3) bids for the equipment (see attached tabulation sheets). The cost for the Full Service K-9 is \$8,480.00 including applicable sales tax. The cost of the Software is \$264.95 including applicable sales tax. The cost of the equipment is \$9,438.24. The total cost including applicable sales tax for the K-9 and equipment is \$18,183.19. It is recommended to process purchase orders to the following vendors:

Interceptor	\$9,438.24
Cross Creek K-9	8,480.00
Code Blue Design Inc	264.95

Funds are appropriated in the following accounts

1000-151200-5A7356	(1) Full Service K-9	\$8,480.00
1000-151200-5A7357	(4) K-9 Vehicle Inserts	6,278.38
1000-151200-521210	Canine Supplies	410.22
1000-151200-540000	Small Tools & Minor Equipment	2,749.64
1000-151200-540010	Minor Software	264.95

I concur with the above recommendation and further recommend that these purchases be placed on County Council's agenda for their next scheduled meeting on July 25, 2006.

Attachments

copy Larry Porth, Director of Finance/Assistant County Administrator  
Sheriff James Metts  
Chief Bruce E. Ruckler, Assistant Sheriff / Director of Public Safety & Homeland Security  
Chief Keith Kirchner, Assistant Sheriff  
Colonel Alan Paavel, Sheriff's Department  
Sylvia Dillon, Sheriff's Department

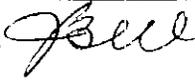
County of Lexington

Bid Tabulation

K-9 EQUIPMENT

Quantity	Description	Adamson Industries		American Aluminum		Interceptor	
		Unit Price	Total	Unit Price	Total	Unit Price	Total
4	K-9 Vehicle Inserts	\$1,345.95	\$5,383.80	\$1,395.00	\$5,580.00	\$1,337.00	\$5,348.00
4	Rubber Mats	\$99.95	\$399.80	\$85.00	\$340.00	\$78.00	\$312.00
4	Cool Guard Monitor	\$399.95	\$1,599.80	\$350.00	\$1,400.00	\$339.00	\$1,356.00
3	Door Opener	\$589.95	\$1,769.85	\$385.00	\$1,155.00	\$396.00	\$1,188.00
4	10" Fan	\$254.95	\$1,019.80	Incl		Incl	
1	Freight		\$450.00		\$640.00		\$700.00
	Sub-Total		\$9,603.25		\$9,115.00		\$8,904.00
	Tax		\$576.20		\$546.90		\$534.24
	Grand Total		\$10,179.45		\$9,661.90		\$9,438.24

Janice A. Bell, CPPB  
 Procurement Officer



## County of Lexington

### Bid Tabulation

**FULL SERVICE K-9**

		Cross Creek K9		Rolling Meadow Kennels		Global Training Academy	
Quantity	Description	Unit Price	Total	Unit Price	Total	Unit Price	Total
1	Full Service K-9	\$8,000.00	\$8,000.00	\$9,300.00	\$9,300.00	\$9,500.00	\$9,500.00
	Tax		\$480.00		\$558.00		\$570.00
	Grand Total		\$8,480.00		\$9,858.00		\$10,070.00

Janice A. Bell, CPPB   
 Procurement Officer

# COUNTY OF LEXINGTON

## Procurement Services

---

MEMORANDUM

(O) 785-8385

(F) 785-2240

**DATE:** July 14, 2005

**TO:** Katherine L. Doucett  
County Administrator

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

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

**SUBJECT:** Fleet Vehicle Replacements - Sheriff's Department

---

We have received requisitions for the purchase of twenty-one (21) New Marked 2007 Ford Crown Victoria Patrol Sedans for the Sheriff's Department. The requested replacement vehicles are required to maintain the safety of our officers and are recommended and approved in accordance with the Fleet Management Policy by Ellis Gammons, Fleet Manager. The vehicles are available from Vic Bailey Ford through South Carolina State Contract Number 05-S6673-A11156. These vehicles will require emergency equipment to be installed. The emergency equipment and installation is available from Light-N-Up through County Contract #C05011-02/09/05B.

The cost for each marked Ford Crown Victoria Sedan is \$21,110.00 including applicable sales tax, for a total of \$443,310.00. The cost for the emergency equipment and installation is \$5,040.00. The total cost including applicable sales tax is \$448,350.00.

Funds are appropriated in the following account:

1000-151200-5A7354 (21) Marked Vehicles with Equipment \$448,350.00

I concur with the above recommendation and further recommend that these purchases be placed on County Council's agenda for their next scheduled meeting on July 25, 2006.

copy: Larry Porth, Director of Finance/Assistant County Administrator  
Sheriff James Metts  
Chief Bruce E. Rucker, Assistant Sheriff / Director of Public Safety & Homeland Security  
Chief Keith Kirchner, Assistant Sheriff  
Ellis Gammons, Fleet Manager  
Colonel Alan Paavel, Sheriff's Department  
Sylvia Dillon, Sheriff's Department

# COUNTY OF LEXINGTON

## Procurement Services

MEMORANDUM

(O) 785-8319

(F) 785-2240

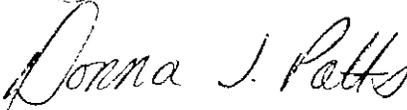
**DATE:** July 14, 2006

**TO:** Katherine Doucett  
County Administrator

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



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



**SUBJECT:** Panasonic Laptops and Accessories – Sheriff's Department

We have received a purchase request for ten (10) Panasonic Laptops and Accessories for the Sheriff's Department. These laptops will be used to capture incident data for the field reporting system and to retrieve data pertinent to the incident at hand. Eight (8) laptops and accessories are replacements of existing equipment that have been in use for approximately five (5) years and are beyond economical repair. Two (2) laptops and accessories will be utilized by the Code Enforcement Officers assigned to the Urban Entitlement Community Development Grant.

The Panasonic Laptops will be purchased from Howard Computers through the South Carolina State Contract #05-S6656-A11103 for a total cost of \$41,448.92. The accessories (cradles), for the laptops will be purchased from Software House International for a total cost of \$1,249.06. The Wireless Software will be purchased from Data Network Solutions through the South Carolina State Contract #06-S6983-A11898 for a total cost of \$1,771.90, for a grand total of \$44,469.88.

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

Funds are appropriated in the following accounts:

2400-111320-5A7255 – Urban Entitlement Community Dvlp. Grant - (2) Laptops and accessories	\$ 8,651.00
2453-151200-5A7362 – Local Law Enforcement Block Grant - (8) Laptops and accessories	\$35,818.88

I concur with the above recommendation and further recommend that this purchase be placed on County Council's agenda for their next scheduled meeting on July 25, 2006.

copy: Larry Porth, Director of Finance/Assistant County Administrator  
Chief Bruce Rucker, Assistant Sheriff's  
Colonel Allan Pavvel, Sheriff's Department  
Jim Schafer, Director of Information Services

# COUNTY OF LEXINGTON

## Procurement Services

### MEMORANDUM

(o) 785-8319  
(f) 785-2240

**DATE:** July 13, 2006

**TO:** Katherine Doucett  
County Administrator

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

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

**SUBJECT:** Prosecution Case Management System (PCMS) Hardware and Software – Solicitor's Office

We have received a purchase request for Prosecution Case Management System (PCMS) Hardware and Software for the Solicitor's Office. Cyber, the contracted vendor informed the Solicitor's Office in the fall of 2005 that the version of Oracle used by the CRIMES software would no longer be supported by Oracle. An upgrade to a newer version of Oracle would be required to continue full support of the CRIMES software. The Solicitor's Office has been working closely with Jim Schafer, Director of Information Services to find the best immediate and long-term solution. During this research we were informed that the State of South Carolina Judicial Department has purchased a Prosecution Case Management System (PCMS) that will fully integrate with the County Court System. Over the next five budget years, if the Solicitor's Office continues using CRIMES, the cost is estimated at \$260,125 00 for support, maintenance, upgrade of Oracle database and a new server. The comparable cost of the State's Judicial Department's Prosecution Case Management System (PCMS) to the County is estimated at \$164,400 00, which includes support, maintenance and all capital items. This equates to a savings of \$95,685 00 over the next five years.

Through detailed discussions with the Judicial Department, Jim Schafer, Director Information Services and the Solicitor's Office, the Prosecution Case Management System (PCMS) can be operational in fiscal year 06-07 in the Solicitor's Office. The Judicial Department will pay the estimated \$308,000.00 which covers the Prosecution Case Management System (PCMS) licenses for an unlimited number of users per circuit; data conversion of up to four (4) existing systems; training; system setup and testing; along with the first year of maintenance and support. The only cost to the County will be the purchase of the new computer hardware and software needed to implement the new system

This project includes the purchase of fourteen (14) Hewlett Packard computers, monitors, and one (1) server from Applied Data Technologies through State of South Carolina State contract number 05-S6656-A11230 for a total cost of \$18,089 97. The purchase of Microsoft software is available from Software House International through South Carolina State contract number 01-S4072-A7243 for a total cost of \$5,499 28. Quotations were solicited for the purchase of all software not available through County or State Contracts. We recommend award of this software from Software House International as being the lowest responsible bidder for a total cost of \$1,670.62. We received three (3) quotes (see attached bid tab). Total cost of this project, including sales tax is \$25,259.87.

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

Funds are appropriated in the following accounts:

1000-141200-5A7132 - (1) Database Server with software	\$ 8,444.03
1000-141200-5A7133 - (50) Microsoft Server Client Licenses	\$ 1,041.98
1000-141200-5A7134 - (1) Microsoft SQL Server License	\$ 3,976.06
1000-141200-5A7137 - (14) Personal Computers with Monitors	\$11,797 80

I concur with the above recommendation and further recommend that these purchases be placed on County Council's agenda for their next scheduled meeting on July 25, 2006.

copy: Larry Porth, Director of Finance/Assistant County Administrator  
Donnie Myers, Solicitor  
David Reynolds, Court Administrative Assistant, Solicitor's Office  
Jim Schafer, Director of Information Services

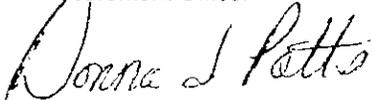
# County of Lexington

## Bid Tabulation

### Prosecution Case Management System Hardware and Software

Quantity	Description	Southern Computer		Software House Intl		CDW-G	
		Unit Price	Total	Unit Price	Total	Unit Price	Total
1	Windows Standard #P72-00114	\$22.65	\$22.65	\$25.00	\$25.00	\$29.94	\$29.94
1	Windows Server Ent. #P72-01834	\$1,981.64	\$1,981.64	\$1,526.06	\$1,526.06	\$1,598.82	\$1,598.82
1	Windows Server Std #P73-00156	\$22.65	\$22.65	\$25.00	\$25.00	\$25.19	\$25.19
	Sub-Total		\$2,026.94		\$1,576.06		\$1,653.95
	Tax		\$121.62		\$94.56		\$99.24
	Grand Total		\$2,148.56		\$1,670.62		\$1,753.19

Donna J. Potts CPPB  
Procurement Officer



Quotes Received July 13, 2006

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



COUNTY OF LEXINGTON, SOUTH CAROLINA

Community Development

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

ZONING MAP AMENDMENT APPLICATION # M06-03

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

2211 Lake Murray Blvd., Columbia SC 29212

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

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

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

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

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

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

Signature: [Handwritten Signature] Printed Name: Brant Taylor

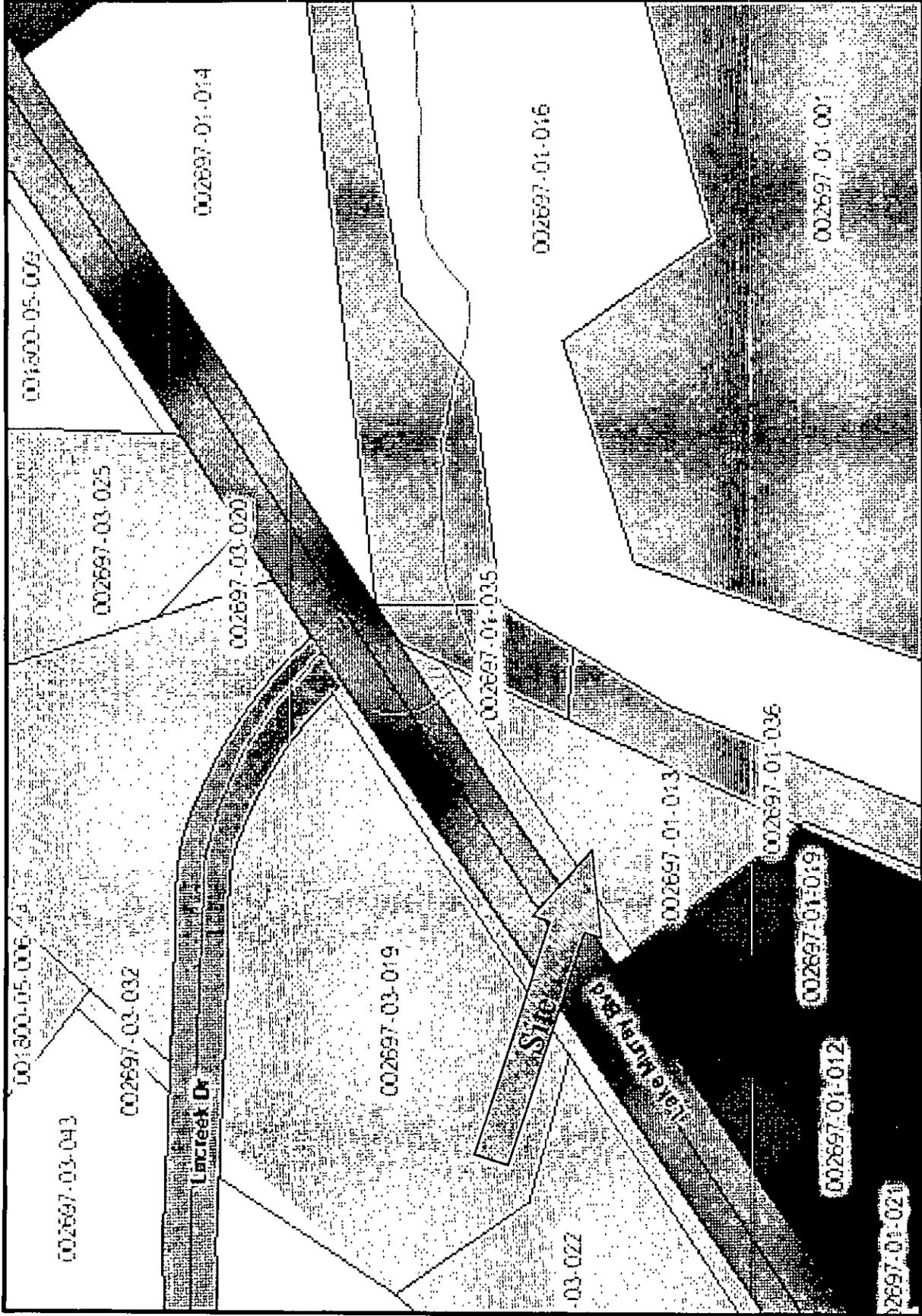
Street/Mailing Address: 445 Crockett Rd, Columbia SC 29212

Table with 4 columns: Date, Action, Date, Action. Includes entries like 04/06/06 Application Received, 4/20/06 Newspaper Advertisement, 4/21/06 Notices Mailed, 04/06/06 Fee Received, 05/18/06 Planning Commission.

Planning Commission Recommendation: 7-0 Approval

Table with 4 columns: Date, Action, Date, Action. Includes entries like 4/25/06 First Reading, 5/09/06 Public Hearing, 6/20/06 Second Reading, Third Reading.

Results:



# ZONING MAP AMENDMENT REQUEST #M06-03



COUNTY OF LEXINGTON, SOUTH CAROLINA

Community Development

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

ZONING MAP AMENDMENT APPLICATION # M06-10

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

178 St. Andrews Rd., Columbia

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

TMS#: 002817-05-001 Property Owner: Steven W. Mungo

Reason for the request: Applicant wishes to construct general office space.

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: 6/12/2006 Applicant: Owner [X] Agent [ ]

Phone #(s): work (803) 749-9000

Signature: [Handwritten Signature] Printed Name: Chris Barrett for Steven Mungo

Street/Mailing Address: 441 Western Ln, Irmo 29036

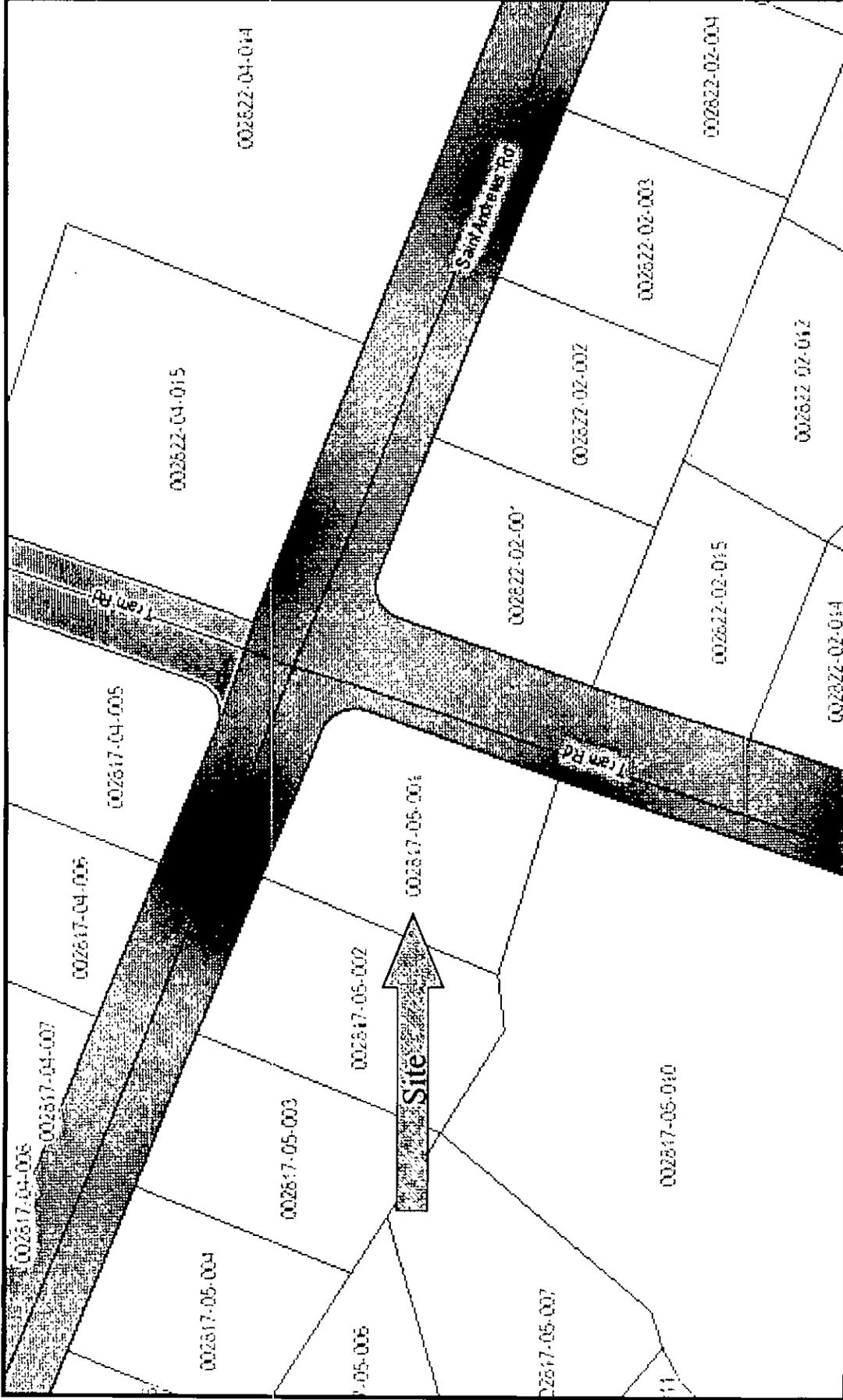
Table with 2 columns: Date, Action. Rows: 6/12/06 Application Received, Newspaper Advertisement, Notices Mailed

Table with 2 columns: Date, Action. Rows: 6/12/06 Fee Received, Property Posted, Planning Commission

Planning Commission Recommendation:

Table with 4 columns: First Reading, Public Hearing, Second Reading, Third Reading. Date 7/25/06 is written in the first cell.

Results:



# ZONING MAP AMENDMENT REQUEST #M06-10

# COUNTY OF LEXINGTON, SOUTH CAROLINA

## Ordinance 06-04

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

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

### **Section 1—Finding**

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

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

### **Section 2—Acceptance of authority for conducting municipal elections**

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

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

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

**Section 3—Reimbursement of election costs**

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

**Section 4—Effective Date**

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

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

**Section 5—Repeal of Inconsistent Ordinances**

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

\_\_\_\_\_  
Chairman, Lexington County Council

Attest:

\_\_\_\_\_  
Diana Burnett, Clerk

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

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ORDINANCE 06-05

LEXINGTON COUNTY, SOUTH CAROLINA

AN ORDINANCE

**TO PROVIDE FOR THE ISSUANCE AND SALE OF GENERAL OBLIGATION BONDS OF LEXINGTON COUNTY, SOUTH CAROLINA, SERIES 2006, TO PRESCRIBE THE PURPOSES FOR WHICH THE PROCEEDS SHALL BE EXPENDED, TO PROVIDE FOR THE PAYMENT THEREOF, AND OTHER MATTERS RELATING THERETO.**

\_\_\_\_\_, 2006

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- EXHIBIT "A"** Form of Notice of Public Hearing
- EXHIBIT "B"** Form of Bond
- EXHIBIT "C"** Form of Notice of Sale
- EXHIBIT "D"** Form of Continuing Disclosure Certificate
- EXHIBIT "E"** Form of Bond Anticipation Note

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

**ARTICLE I**

**FINDINGS OF FACT**

As an incident to the adoption of this Ordinance, and the issuance of the bonds provided for herein, the Lexington County Council (the "Council"), the governing body of Lexington County, South Carolina (the "County"), finds that the facts set forth in this Article exist and the statements made with respect thereto are true and correct:

**Section 1.01. Recital of Statutory Authorization.** By virtue of Title 4, Chapter 15, Code of Laws of South Carolina, 1976, as amended, and supplemented by Title 11, Chapter 27, Code of Laws of South Carolina, 1976, as amended (collectively, the "Enabling Act"), the County is empowered to issue general obligation bonds for any "authorized purpose" as therein defined.

**Section 1.02. Recital of Applicable Constitution Provisions.** Section 14 of Article X of the Constitution of the State of South Carolina (the "Constitution") provides that the counties of the State may issue bonded indebtedness in an amount not exceeding eight percent (8%) of the assessed value of all taxable property therein, and provides further that no bonded indebtedness incurred on or prior to November 30, 1977, shall be charged against such eight percent (8%) debt limitation. Paragraph (6) of Section 14 of Article X of the Constitution further provides that general obligation debt authorized by a majority of the qualified electors of the issuer may be issued without consideration of the eight percent (8%) limit otherwise imposed by Section 14 of Article X. The Council is informed that assessed value of all taxable property located within the County for the year 2005 will upon completion be not less than the sum of \$825,000,000, and thus the eight percent (8%) debt limit of the County will be not less than \$66,000,000 at the time of the issuance of the general obligation bonds authorized by this ordinance. The County presently has outstanding \$8,660,000 aggregate principal amount of general obligation debt which chargeable against the eight percent (8%) limit. Thus, the Council will be authorized issue the sum of \$13,000,000 general obligation debt as provided herein without the authorization required by Section 14(6) of the Constitution.

**Section 1.03. Recital of Purposes and Objectives of Expenditures; Findings.** In order to promote economic development with the County, the Council has determined to finance the costs of the development of an industrial park, including the acquisition of certain land and the construction of public improvements thereupon, as well as certain site work and engineering and design services related thereto (collectively, the "Project") through the issuance of general obligation bonds of the County. The Project will include the purchase of approximately 500 acres of land, and the installation on that land of public roads, as well as waterworks and sewer infrastructure. The total amount of funds required to finance the Project, as well as the cost of issuance of the bonds authorized by this ordinance, is estimated to be \$13,000,000.

The Council hereby specifically finds and determines in connection with the acquisition and construction of the Project as follows:

- a. The ultimate goal of the acquisition and construction of the Project is to promote industrial development and thereby provide new job opportunities for citizens of the County.

b. The primary beneficiaries of the Project will be citizens of the County, who will enjoy an increase in job opportunities.

c. The Project is located along Interstate Highway 26 in an area well-suited for industrial development and is highly likely to provide the benefits desired therefrom within a reasonable period.

d. The Project will serve the public interest by preservation and development of a large tract suitable for industrial development, and by providing increased job opportunities to citizens of the County. The Council is informed that, upon completion, the Project will be the largest site within the County developed and available for industrial use.

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## ARTICLE II

### DEFINITIONS AND CONSTRUCTION

**Section 2.01. Definitions.** As used in this Ordinance unless the context otherwise requires, the following terms shall have the following respective meanings:

**“Authorized Investments”** mean and include any securities which are authorized for the investment of funds of counties by the Code of Laws of South Carolina, 1976, as amended.

**“Authorized Officer”** means the Chairman and Vice Chairman of the Council, the County Administrator, and any other official of the County appointed by the Council to discharge any responsibilities or undertakings with respect to this Ordinance or the Bonds.

**“BANS”** or **“Notes”** means Bond Anticipation Notes of the County issued in accordance with Section 3 21 herein.

**“Bond”** or **“Bonds”** means any of the Bonds of the County authorized by this Ordinance

**“Bondholder”** or **“Holder”** or **“Holders of Bonds”** or **“Owner”** or similar term means, when used with respect to a Bond or Bonds, any person who shall be registered as the owner of any Bond Outstanding.

**“Bond Payment Date”** means each February 1 and August 1 on which interest on any of the Bonds shall be payable or on which both the Principal Installment and interest shall be payable on any of the Bonds.

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

**“Code”** means the Internal Revenue Code of 1986 as amended, and the Treasury Regulations applicable thereto.

**“Corporate Trust Office”**, when used with respect to any Paying Agent or Registrar, means the office at which its principal corporate trust business shall be administered.

**“Council”** means the Lexington County Council, South Carolina, the governing body of Lexington County or any successor governing body of said County.

**“County”** means Lexington County, South Carolina.

**“County Request”** means a written request of the County signed by an Authorized Officer.

**“Enabling Act”** means Chapter 15, Title 4, Code of Laws of South Carolina, 1976, as amended and supplemented by Title 11, Chapter 27, Code of Laws of South Carolina, 1976, as amended.

**“Fiduciary”** means any financial institution appointed to serve as the Paying Agent, the Registrar and their successors and assigns.

**“Government Obligations”** means and includes direct general obligations of the United States of America or agencies thereof or obligations, the payment of principal or interest on which is fully and unconditionally guaranteed by the United States of America.

**“Ordinance”** means this Ordinance as the same may be amended or supplemented from time to time in accordance with the terms hereof.

**“Outstanding”**, when used in this Ordinance with respect to Bonds, means as of any date, all Bonds theretofore authenticated and delivered pursuant to this Ordinance except:

(i) any Bond canceled or delivered to the Registrar for cancellation on or before such date;

(ii) any Bond (or any portion thereof) deemed to have been paid in accordance with the provisions of Section 7.01 hereof; and

(iii) any Bond in lieu of or in exchange for which another Bond shall have been authenticated and delivered pursuant to Section 3.11 of this Ordinance.

**“Paying Agent”** means any bank, trust company or national banking association which is authorized to pay the principal or interest on any Bonds and having the duties, responsibilities and rights provided for in this Ordinance, and its successor or successors and any other corporation or association which at any time may be substituted in its place pursuant to this Ordinance. The institution named as Paying Agent may also act as Registrar

**“Person”** means an individual, a partnership, a corporation, a trust, a trustee, an unincorporated organization, or a government or an agency or political subdivision thereof.

**“Principal Installment”** means, as of any date of calculation, the principal amount of all Bonds due on a specified date.

**“Record Date”** means the fifteenth day of the month immediately preceding each Bond Payment Date.

**“Registrar”** means any bank, trust company, or national banking association which is authorized to maintain an accurate list of those who from time to time shall be the Holders of the Bonds and shall effect the exchange and transfer of Bonds in accordance with the provisions of this Ordinance and having the duties, responsibilities, and rights provided for in this Ordinance and its successor or successors and any other corporation or association which at any time may be substituted in its place pursuant to this Ordinance. The institution named as Registrar may also act as Paying Agent.

**“Securities Depository”** shall mean The Depository Trust Company, New York, New York, or other recognized securities depository selected by the County, which securities depository maintains a book-entry system in respect of the Bonds, and shall include any substitute for or successor to the securities depository initially acting as Securities Depository.

**“Securities Depository Nominee”** shall mean, as to any Securities Depository, such Securities Depository or the nominee of such Securities Depository in whose name there shall be registered on the registration books maintained by the Registrar the Bond certificates to be delivered to and immobilized at such Securities Depository during the continuation with such Securities Depository of participation in its book-entry system.

**“Series”** or **“Series of Bonds”** shall mean such Bonds which have been authenticated and delivered on original issuance in a simultaneous transaction and designated as a single Series by the Chairman and any Bonds thereafter authenticated and delivered in lieu of or in substitution for (but not to

refund) such Bonds as herein provided, regardless of variations in maturity, interest rate or other provisions.

“**Taxable Bonds**” shall mean Bonds of a Series designated as Series 2006B (Taxable Series) by the Chairman in accordance with Section 9.03 herein.

**Section 2.02. Construction.** In this Ordinance, unless the context otherwise requires:

(a) Articles and Sections referred to by number shall mean the corresponding Articles and Sections of this Ordinance.

(b) The terms “hereby”, “hereof”, “hereto”, “herein”, “hereunder” and any similar terms refer to this Ordinance, and the term “hereafter” shall mean after, and the term “heretofore” shall mean before, the date of adoption of this Ordinance.

(c) Words of the masculine gender shall mean and include correlative words of the female and neuter genders, and words importing the singular number shall mean and include the plural number and vice versa.

(d) Any Fiduciary shall be deemed to hold an Authorized Investment in which money is invested pursuant to the provisions of this Ordinance, even though such Authorized Investment is evidenced only by a book entry or similar record of investment.

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## ARTICLE III

### ISSUANCE OF BONDS

**Section 3.01. Ordering the Issuance of Bonds.** Pursuant to the provisions of the Enabling Act, and for the purpose of obtaining funds to defray the costs of the Project described in Section 1.03 hereof, there shall be issued not more than Thirteen Million Dollars (\$13,000,000) of general obligation bonds of the County, the final amount to be determined by the Chairman with the advice of bond counsel. The Bonds shall be issued in no more than two Series, the first designated as "Series 2006A." If the issuance of a second Series, the interest upon which will not be excludable from gross income for federal income tax purposes, is determined by the Chairman, with the advice of bond counsel, to be in the best interests of the County, such second series shall be designated as "Series 2006B (Taxable Series)."

**Section 3.02. Date; Maturity of Bonds.** A Series of Bonds shall be dated as of the first day of the month in which the Bonds of such Series are delivered or such other date as shall be determined by the Chairman with the advice of bond counsel. The Chairman is further authorized to determine the maturity schedule for each Series of Bonds issued hereunder, provided, however, that the final maturity of the Bonds shall not occur not less than 5 nor more than 15 years from the dated date thereof. Interest on the Bonds shall be payable on February 1, 2007, and semiannually thereafter on February 1 and August 1 of each year until payment of the principal thereof.

**Section 3.03. Interest Rates; Payment of Interest.** The Bonds of a Series shall bear such rate or rates of interest as shall at the sale of such Bonds reflect the lowest net interest cost to the County calculated in the manner, and subject to the conditions, prescribed in the Notice of Sale attached hereto as Exhibit "C." The Bonds shall be authenticated on such dates as they shall, in each case, be delivered. The Bonds shall bear interest from the February 1 or the August 1 to which interest has been paid next preceding the authentication date thereof, unless the authentication date thereof is a February 1 or a August 1, in which case, from such authentication date, or from the February 1 or the August 1 to which interest has last been paid, or if dated prior to February 1, 2007, then from the original issue date of such Bonds. The interest to be paid on any February 1 or August 1 shall be paid to the Person in whose name such Bond is registered at the close of business on the Record Date next preceding such February 1 or August 1.

**Section 3.04. Book-Entry System.** The Bonds will initially be issued under the DTC Book-Entry Only System in fully registered form, registered in the name of Cede & Co. as the registered owner and securities depository nominee of The Depository Trust Company, New York, New York ("DTC"), which will act as initial securities depository for the Bonds. Notwithstanding anything to the contrary herein, so long as the Bonds are being held under a book-entry system of a securities depository, transfers of beneficial ownership of the Bonds will be effected pursuant to rules and procedures established by such securities depository. DTC and any successor securities depositories are hereinafter referred to as the "Securities Depository." Cede & Co. and successor securities depository nominees are hereinafter referred to as the "Securities Depository Nominee."

(b) Notwithstanding any other provision of this Ordinance, as long as a book-entry system is in effect for the Bonds, the Securities Depository Nominee will be recognized as the holder of the Bonds for the purposes of (i) paying the principal, interest and redemption premium, if any, on such Bonds, (ii) if Bonds are to be redeemed in part, selecting the portions of such Bonds to be redeemed, (iii) giving any notice permitted or required to be given to Bondholders under this ordinance, (iv) registering the transfer of Bonds, and (v) requesting any consent or other action to be taken by the holders of such Bonds, and for all other purposes whatsoever, and the County shall not be affected by any notice to the contrary.

(c) The County shall not have any responsibility or obligation to any participant, any beneficial owner or any other person claiming a beneficial ownership in any Bonds which are registered to a Securities Depository Nominee under or through the Securities Depository with respect to any action taken by the Securities Depository as holder of such Bonds.

(d) The County shall pay all principal, interest and redemption premium, if any, on Bonds issued under a book-entry system only to the Securities Depository or the Securities Depository Nominee, as the case may be, for such Bonds, and all such payments shall be valid and effectual to fully satisfy and discharge the obligations with respect to the principal of and redemption premium, if any, and interest on such Bonds.

(e) In the event that the County determines that it is in the best interest of the County to discontinue the book-entry system of transfer for the Bonds, or that the interests of the beneficial owners of the Bonds may be adversely affected if the book-entry system is continued, then the County shall notify the Securities Depository of such determination. In such event, the Registrar and Paying Agent shall authenticate, register and deliver physical certificates for the Bonds in exchange for the Bonds registered in the name of the Securities Depository Nominee.

(f) In the event that the Securities Depository for the Bonds discontinues providing its services, the County shall either engage the services of another Securities Depository or arrange with a Registrar and Paying Agent for the delivery of physical certificates in the manner described in (e) above.

(g) In connection with any notice or other communication to be provided to the holders of Bonds by the County or by the Registrar and Paying Agent with respect to any consent or other action to be taken by the holders of Bonds, the County or the Registrar and Paying Agent, as the case may be, shall establish a record date for such consent or other action and give the Securities Depository Nominee notice of such record date not less than 15 days in advance of such record date to the extent possible.

(h) At the closing of the Bonds and the delivery of the same to the purchaser thereof through the facilities of DTC, the Paying Agent and Registrar may maintain custody of Bond certificates on behalf of DTC in accordance with DTC's "FAST Closing" procedures.

(i) For as long as the Bonds are being held under a book-entry system of a securities depository, the County shall remit to the Paying Agent and Registrar by 1:00 p.m. New York time on each Bond Payment Date funds for all principal and interest payments due thereupon, or at such earlier time as required by the Paying Agent and Registrar to guarantee that DTC or successor Securities Depository will receive payment in same-day funds by 2:30 p.m. New York time on such Bond Payment Date. In addition, automated payment details receipt shall be provided by the Paying Agent by 12:00 noon New York time of each Bond Payment Date for interest payments and by 2:30 p.m. New York time for redemption and corporate action payments.

**Section 3.05. Medium of Payment; Form and Denomination of Bonds; Place of Payment of Principal.** (a) The Bonds shall be payable as to Principal Installment and interest at the rates per annum determined in the manner prescribed by Section 3.03 hereof (on the basis of a three hundred and sixty-day year of twelve (12) thirty-day months) in any coin or currency of the United States of America which at the time of payment is legal tender for the payment of public and private debts.

(b) The Bonds shall be issued in the form of fully registered Bonds. The Bonds shall be issued in the denomination of \$5,000 or any whole multiple thereof, not exceeding the principal amount of the Bonds maturing in such year. The Bonds of each Series shall be numbered from 1 upwards in such fashion as to maintain a proper record thereof.

(c) The Principal Installment of all Bonds shall be payable at the Corporate Trust Office of the Paying Agent and payment of the interest on each Bond shall be made by the Paying Agent to the Person appearing on each Record Date on the registration books of the County, which books shall be held by the Registrar as provided in Section 3.09 hereof, as the registered owner thereof, by check or draft mailed to such registered owner at his address as it appears on such registration books in sufficient time to reach such registered owner on the Bond Payment Date. Payment of the Principal Installment of all Bonds shall be made upon the presentation and surrender for cancellation of such Bonds as the same shall become due and payable.

**Section 3.06. Agreement to Maintain Registrar and Paying Agent.** As long as any of the Bonds remain Outstanding there shall be a Registrar and a Paying Agent each of which maintain Corporate Trust Offices where (i) the Bonds may be presented for registration of transfers and exchanges, (ii) notices and demands to or upon the County in respect of the Bonds may be served, and (iii) the Bonds may be presented for payment, exchange and transfer. The County Administrator is authorized to select a financial institution maintaining corporate trust offices to serve as Registrar and Paying Agent. The institution so chosen shall exercise both the functions of the Paying Agent and the Registrar for each Series of Bonds issued hereunder.

**Section 3.07. Execution and Authentication.** (a) The Bonds shall be executed in the name and on behalf of the County by the signature of an Authorized Officer, with its corporate seal impressed, imprinted or otherwise reproduced thereon, and attested by the signature of the Clerk of the Council or other Authorized Officer (other than the officer executing such Bonds). The signatures of the Authorized Officers and/or the Clerk of the Council may be manual or facsimile signatures. Bonds of a Series bearing the signature of any Person who shall have been such an Authorized Officer at the time such Bonds were so executed shall bind the County notwithstanding the fact that he or she may have ceased to be such Authorized Officer prior to the authentication and delivery of such Bonds or was not such Authorized Officer at the date of the authentication and delivery of such Bonds.

(b) No Bond shall be valid or obligatory for any purpose or shall be entitled to any right or benefit hereunder unless there shall be endorsed on such Bond a certificate of authentication in the form set forth in this Ordinance, duly executed by the manual signature of the Registrar and such certificate of authentication upon any Bond executed on behalf of the County shall be conclusive evidence that the Bond so authenticated has been duly issued hereunder and that the Holder thereof is entitled to the benefit of the terms and provisions of this Ordinance.

**Section 3.08. Exchange of Bonds.** Bonds, upon surrender thereof at the office of the Registrar with a written instrument of transfer satisfactory to the Registrar, duly executed by the registered Holder or his duly authorized attorney, may, at the option of the registered Holder thereof, be exchanged for an equal aggregate principal amount of Bonds in authorized denominations of the same Series, interest rate, redemption provisions, if any, and maturity. So long as any of the Bonds remain Outstanding, the County shall make all necessary provisions to permit the exchange of Bonds at the Corporate Trust Office of the Registrar.

**Section 3.09. Transferability and Registry.** All Bonds shall at all times, when the same are Outstanding, be payable, both as to Principal Installment and interest to a Person, and shall be transferable, only in accordance with the provisions for registration and transfer contained in this Ordinance and in the Bonds. So long as any of the Bonds remain Outstanding, the County shall maintain and keep, at the Office of the Registrar, books for the registration and transfer of Bonds, and, upon presentation thereof for such purpose at the Corporate Trust Office of the Registrar, the County shall register or cause to be registered therein, and permit to be transferred thereon, under such reasonable regulations as it or the Registrar may

prescribe, any Bond, except that under no circumstances shall any Bond be registered or transferred to bearer. So long as any of the Bonds remain Outstanding, the County shall make all necessary provisions to permit the transfer of Bonds at the Corporate Trust Office of the Registrar.

**Section 3.10. Transfer of Bonds.** Each Bond shall be transferable only upon the books of the County, which shall be kept for such purpose at the Corporate Trust Office of the Registrar which shall be maintained for such purpose by the Registrar, upon presentation and surrender thereof by the Holder of such Bond in person or by his attorney duly authorized in writing, together with a written instrument of transfer satisfactory to the Registrar duly executed by the registered Holder or his duly authorized attorney. Upon surrender for transfer of any such Bond, the County shall execute and the Registrar shall authenticate and deliver, in the name of the Person who is the transferee, one or more new Bonds of the same Series, aggregate principal amount, redemption provisions, if any, and maturity and rate of interest as the surrendered Bond. All action taken by the Registrar pursuant to this Section shall be deemed to be the action of the County.

**Section 3.11. Regulations with Respect to Exchanges and Transfers.** All Bonds surrendered in any exchanges or transfers shall forthwith be canceled by the Registrar. For each such exchange or transfer of Bonds, the County or the Registrar may make a charge sufficient to reimburse it or them for any tax, fee or other governmental charge required to be paid with respect to such exchange or transfer, which sum or sums shall be paid by the Holder requesting such exchange or transfer as a condition precedent to the exercise of the privilege or making such exchange or transfer. The County shall not be obligated to (i) issue, exchange or transfer any Bond during the 15 days next preceding any Bond Payment Date applicable thereto, (ii) issue, exchange or transfer any Bond of a Series during a period beginning at the opening of business 15 days next preceding any selection of Bonds of such Series to be redeemed and ending at the close of business on the date of the mailing of notice of such redemption, or (iii) transfer or exchange any Bonds called or being called for redemption in whole or in part.

**Section 3.12. Mutilated, Destroyed, Lost and Stolen Bonds.** (a) If any mutilated Bond is surrendered to the Registrar and the Registrar or the County receive evidence to their satisfaction of the destruction, loss or theft of any Bond, and there is delivered to the Registrar, or the County such security or indemnity as may be required by them to save each of them harmless, then, in the absence of notice that such Bond has been acquired by a *bona fide* purchaser, the County shall execute, and upon County request, the Registrar shall authenticate and deliver, in exchange for any such mutilated Bond or in lieu of any such destroyed, lost or stolen Bond, a new Bond of like Series, tenor principal amount and redemption provisions, bearing a number unlike that of a Bond contemporaneously Outstanding. The Registrar shall thereupon cancel any such mutilated Bond so surrendered. In case any such mutilated, destroyed, lost or stolen Bond has become or is about to become due and payable, the County in its discretion may, instead of issuing a new Bond, pay such Bond.

(b) Upon the issuance of any new Bond under this Section 3.12, the County may require the payment of a sum sufficient to cover any tax, fee or other governmental charge that may be imposed in relation thereto and any other expenses, including counsel fees or other fees, of the County or the Registrar connected therewith.

(c) Each new Bond issued pursuant to this Section in lieu of any destroyed, lost or stolen Bond, shall constitute an additional contractual obligation of the County, whether or not the destroyed, lost or stolen Bond shall at any time be enforceable by anyone, and shall be entitled to all the benefits hereof equally and proportionately with any and all other Bonds duly issued pursuant to this Ordinance. All Bonds shall be held and owed upon the express condition that the foregoing provisions are exclusive with respect to the replacement or payment of mutilated, destroyed, lost or stolen Bonds and shall preclude (to

the extent lawful) all other rights or remedies with respect to the replacement or payment of mutilated, destroyed, lost or stolen Bonds or securities.

**Section 3.13. Holder As Owner of Bond.** The County, the Registrar and any Paying Agent may treat the Holder of any Bond as the absolute owner thereof, whether such Bond shall be overdue or not, for the purpose or receiving payment of, or on account of, the Principal Installment of and interest on such Bond and for all other purposes, and payment of the Principal Installment and interest shall be made only to, or upon the order of, such Holder. All payments to such Holder shall be valid and effectual to satisfy and discharge the liability upon such Bond to the extent of the sum or sums so paid, and neither the County nor any Paying Agent shall be affected by any notice to the contrary.

**Section 3.14. Cancellation of Bonds.** The Registrar shall destroy all Bonds surrendered to it for cancellation and shall deliver a certificate to that effect to the County. No such Bonds shall be deemed Outstanding under this Ordinance and no Bonds shall be issued in lieu thereof.

**Section 3.15. Conditions Relating to Naming of Interest Rates.** The Bonds of a Series shall bear such rate or rates of interest as shall at the sale of such Bonds reflect the lowest net interest cost to the County calculated in the manner hereinafter prescribed in this Section 3.15 at a price of not less than par plus accrued interest to the date of delivery, but:

- (a) all Bonds of the same Series and maturity shall bear the same rate of interest;
- (b) no rate of interest named for a Series shall be more than two per centum (2%) higher than the lowest rate of interest so named;
- (c) each interest rate named shall be a multiple of 1/8th or 1/20th of one per centum (1%); and
- (d) any premium offered must be paid in cash as a part of the purchase price.

For the purpose of determining lowest net interest cost as to a Series, the aggregate of interest on all Bonds of such Series from their original issue date until their respective maturities, less any sum named by way of premium for such Series, shall be determined on each bid and the smallest amount to be paid by the County shall reflect lowest net interest cost.

**Section 3.16. Payments Due on Saturdays, Sundays and Holidays.** In any case where the Bond Payment Date for a Series of Bonds shall be a Saturday or Sunday or shall be, at the place designated for payment, a legal holiday or a day on which banking institutions are authorized by law to close, then payment of interest on or Principal Installment of the Bonds of such Series need not be made on such date but may be made on the next succeeding business day not a Saturday, Sunday or a legal holiday or a day upon which banking institutions are authorized by law to close, with the same force and effect as if made on the Bond Payment Date and no interest shall accrue for the period after such date.

**Section 3.17. Tax Exemption in South Carolina.** Both the Principal Installment and interest on the Bonds shall be exempt from all State, County, Municipal, School, County, and all other taxes or assessments of the State of South Carolina, direct or indirect, general or special, whether imposed for the purpose of general revenue or otherwise, except inheritance, estate and transfer taxes, but the interest on the Bonds may be includable for certain franchise fees or taxes.

**Section 3.18. Order of Tax Levy to Pay Principal and Interest of Bonds.** For the payment of the Principal Installment and interest on the Bonds as the same respectively mature and for the creation of such sinking fund as may be necessary therefor, the full faith, credit and taxing power of the County are hereby irrevocably pledged, and there shall be levied annually by the Auditor of Lexington County, and collected by the Treasurer of Lexington County, in the same manner as county taxes are levied and

collected, a tax on all taxable property in said County, sufficient to pay the Principal Installment and interest on such Bonds as they respectively mature, and to create such sinking fund as may be necessary therefor

**Section 3.19. Notice to Auditor and Treasurer to Levy Tax.** The Auditor and Treasurer of Lexington County, South Carolina, shall be notified of the issuance of any Bonds pursuant to this Ordinance and directed to levy and collect, respectively, upon all taxable property in said County an annual tax sufficient to meet the payment of the Principal Installments and interest on said Bonds, as the same respectively mature, and to create such sinking fund as may be necessary therefor.

**Section 3.20. Form of Bonds.** The form of the Bonds, and registration provisions to be endorsed thereon shall be substantially as set forth in Exhibit "B" attached hereto and made a part of this Ordinance.

**Section 3.21. Bond Anticipation Notes.** The Chairman may determine to issue one or more series of notes in anticipation of the issuance of the Bonds ("BANs") in accordance with this Section 3.21. The aggregate principal amount of BANs issued hereunder shall not exceed \$12,500,000.

(a) The BANs shall be dated and bear interest from the date of delivery thereof, payable upon the stated maturity thereof and shall mature on such date as selected by the County Administrator, without privilege of prepayment. The BANs may be issued in denominations of \$5,000 and integral multiples thereof. The BANs shall be in form substantially similar to that appearing as Exhibit "E" hereto, signed by an Authorized Officer, and the seal of the County shall be impressed thereon, attested by the signature of an Authorized Officer, other than the Authorized Officer who signed the BANs. An Authorized Office shall serve as registrar of the Notes (the "Note Registrar") and the County Treasurer of the County shall serve as paying agent of the Notes (the "Note Paying Agent"). In the event the BANs are no longer held in book-entry-only form and no other securities depository is named the County shall appoint a financial institution maintaining corporate trust offices to serve as Registrar/Paying Agent for the BANs

(b) The BANs shall be initially issued under the DTC Book-Entry-Only System in the form of a single fully registered bond anticipation note, registered in the name of Cede & Co. as the registered owner and nominee of The Depository Trust Company, New York, New York ("DTC"), which will act as securities depository for the BANs.

(i) Transfers of beneficial ownership of the BANs will be effected pursuant to rules and procedures established by such securities depository. The initial securities depository for the BANs will be DTC. DTC and any successor securities depositories are hereinafter referred to as the "Securities Depository." The BANs shall be registered in the name of Cede & Co., as the initial securities depository nominee for the BANs. Cede & Co. and successor securities depository nominees are hereinafter referred to as the "Securities Depository Nominee."

(ii) As long as a book-entry system is in effect for the BANs, the Securities Depository Nominee will be recognized as the holder of the BANs for the purposes of (a) paying the principal and interest on the BANs at the maturity thereof, (a) giving any notice permitted or required to be given to beneficial owners of the BANs under this Ordinance, (c) registering the transfer of beneficial ownership of the BANs, and (d) requesting any consent or other action to be taken by the holders of the BANs, and for all other purposes whatsoever, and the County shall not be affected by any notice to the contrary.

(iii) The County shall not have any responsibility or obligation to any participant, any beneficial owner or any other person claiming a beneficial ownership in the BANs when registered

to a Securities Depository Nominee under or through the Securities Depository with respect to any action taken by the Securities Depository as holder of the BANs.

(iv) Both the principal of and interest on the BANs shall be payable in any coin or currency of the United States of America which is, at the time of payment, legal tender for public and private debts.

(c) Bids for the purchase of the BANs shall be solicited pursuant to a preliminary offering memorandum with an accompanying notice of sale. Bids may be submitted in person and by electronic bidding system and facsimile transmission. The Chairman or, in his absence, the Vice Chairman, is authorized to award the BANs to the bidder offering to purchase the BANs at the lowest net interest cost to the County at a price of not less than par. Net interest cost will be determined by deducting premium, if any, from the interest on the BANs, until maturity.

(d) Proposals for the purchase of the BANs shall be accompanied by a good faith check in an amount determined by the County Administrator, provided, however, that bidders may in lieu of a good faith check submit a financial surety bond in form satisfactory to the County Administrator.

(e) The County shall cause books (herein referred to as the "registry books") to be kept at the offices of the Note Registrar, for the registration and transfer of the BANs. Upon presentation at its office for such purpose the Note Registrar shall register or transfer, or cause to be registered or transferred, on such registry books, the BANs under such reasonable regulations as the Note Registrar may prescribe.

(f) Each BAN shall be transferable only upon the registry books of the County, which shall be kept for such purpose at the principal office of the Note Registrar, by the registered owner thereof in person or by his duly authorized attorney upon surrender thereof together with a written instrument of transfer satisfactory to the Note Registrar duly executed by the registered owner or his duly authorized attorney. Upon the transfer of any such BAN the Note Registrar on behalf of the County shall issue in the name of the transferee a new fully registered BAN or BANs, of the same aggregate principal amount, interest rate and maturity as the surrendered BAN. Any BAN surrendered in exchange for a new registered BAN pursuant to this Section shall be cancelled by the Note Registrar.

(g) The County, the Note Registrar and the Note Paying Agent may deem or treat the person in whose name any fully registered BAN shall be registered upon the registry books as the absolute owner of such BAN, whether such BAN shall be overdue or not, for the purpose of receiving payment of the principal of and interest on such BAN and for all other purposes and all such payments so made to any such registered owner or upon his order shall be valid and effectual to satisfy and discharge the liability upon such BAN to the extent of the sum or sums so paid, and neither the County, the Note Registrar nor the Note Paying Agent shall be affected by any notice to the contrary. In all cases in which the privilege of transferring BANs is exercised, the County shall execute and the Note Registrar shall authenticate and deliver BANs in accordance with the provisions of this Ordinance. Neither the County nor the Note Registrar shall be obliged to make any such transfer of BANs during the period beginning on the day after the fifteenth calendar day preceding the maturity date thereof.

(h) In the event any BAN is mutilated, lost, stolen or destroyed, the County may execute a new BAN of like date and denomination as that mutilated, lost, stolen or destroyed;

provided that, in the case of any mutilated BAN, such mutilated BAN shall first be surrendered to the County, and in the case of any lost, stolen or destroyed BAN, there shall be first furnished to the County evidence of such loss, theft or destruction satisfactory to the County, together with indemnity satisfactory to it; provided that, in the case of a holder which is a bank or insurance company, the agreement of such bank or insurance company to indemnify shall be sufficient. In the event any such BAN shall have matured, instead of issuing a duplicate BAN, the County may pay the same without surrender thereof. The County may charge the holder of such BAN with its reasonable fees and expenses in this connection.

- (i) For the payment of the principal of and interest on the BANs as the same shall fall due, the full faith, credit, resources and taxing power of the County shall be pledged. In addition thereto, so much of the principal proceeds of the Bonds when issued shall and is hereby directed to be applied, to the extent necessary, to the payment of the BANs; and, further, the County covenants and irrevocably pledges to effect the issuance of the Bonds or, in the alternative, to refund or renew outstanding BANs in order that the proceeds thereof will be sufficient to provide for the retirement of any BANs issued pursuant hereto.
- (j) The Board hereby authorizes the County Administrator to prepare, or cause to be prepared, a Preliminary Offering Memorandum to be distributed physically or electronically to prospective purchasers of the BANs together with the Notice of Sale. The Board authorizes the County Administrator to designate the Preliminary Offering Memorandum as "near final" for purposes of Rule 15c2-12 of the Securities Exchange Commission. The County Administrator is further authorized to complete or cause the completion of the final form of the Offering Memorandum upon the sale of the BANs and to provide the same to the purchaser of the BANs.
- (k) The proceeds derived from the sale of the BANs issued pursuant to this Ordinance shall be paid to the Treasurer of Lexington County, South Carolina to defray the such costs of the Project and issuance costs as are applicable to the BAN. Pending the use of proceeds of the BANs, the same shall be invested and reinvested by the Treasurer of Lexington County, South Carolina, in such investments as are authorized by the Code of Laws of South Carolina, 1976, as amended, with respect to funds of the counties of the State of South Carolina. All earnings from such investments shall be applied to defray the cost of the respective improvements for which the BANs were issued or to pay costs of issuance associated with the BANs
- (l) The Council hereby authorizes Authorized Officers to execute any and all such documents and instruments as may be necessary to effect the issuance of the BANs. All covenants made and requirements imposed in Section 9.03 and Section 9.04 pursuant to the Code shall apply with equal force to any BANs issued hereunder. In that regard, the Chairman, upon advice of bond counsel, is authorized to determine that interest on certain Notes is not excludable from income for federal income tax purposes, and, in such case, shall provide for the issuance of such Notes as taxable obligations. Such Notes shall bear a title substantially similar to "Taxable General Obligation Bond Anticipation Note of 2006" or other such year of issuance.
- (m) All rules, regulations, Ordinances and parts thereof, procedural or otherwise, in conflict herewith or the proceedings authorizing the issuance of the BANs are, to the extent of such conflict, hereby repealed and this Ordinance shall take effect and be in full force from and after its adoption.

## ARTICLE IV

### REDEMPTION OR PURCHASE OF BONDS

**Section 4.01. Bonds Subject to Redemption.** All Bonds maturing subsequent to February 1, 2017, if any, shall be subject to redemption at the option of the County in whole or in part at any time on and after February 1, 2017 at a redemption price equal to the par amount of Bonds to be redeemed. In the event less than all of the Bonds are to be redeemed, the Bonds shall be redeemed in such order of maturities as shall be determined by the County. The Chairman may, upon the advice of bond counsel, elect that Bonds of a Series Outstanding be subject to redemption beginning on a Bond Payment Date which is earlier than February 1, 2017. The Chairman may further elect that Bonds of a Series be subject to redemption at redemption prices greater than par, but in no event greater than 102% of the principal amount of Bonds to be redeemed.

**Section 4.02. County's Election to Redeem.** In the event that the County shall, in accordance with the provisions of Section 4.01, elect to redeem Bonds, it shall give notice to the Registrar and Paying Agent, of each optional redemption. Each such notice shall specify the date fixed for redemption and the Bonds which are to be redeemed. Such notice shall be given at least sixty (60) days prior to the date fixed for redemption or such lesser number of days as shall be acceptable to the Registrar.

**Section 4.03. Notice of Redemption.** (a) When any Bonds are to be redeemed, the Registrar shall give notice of the redemption of the Bonds in the name of the County specifying (i) the Bonds and maturities to be redeemed; (ii) the redemption date, (iii) the redemption price, (iv) the Series, numbers and other distinguishing marks of the Bonds to be redeemed unless all of the Bonds Outstanding are to be redeemed; (v) the place or places where amounts due upon such redemption will be payable; and (vi) in the case of Bonds to be redeemed in part only, the respective portions of the principal thereof to be redeemed. Such notice shall further state that on such date there shall become due and payable upon each Bond to be redeemed the redemption price thereof, together with interest accrued to the redemption date, and that, from and after such date, interest thereon shall cease to accrue. The Registrar shall mail by registered mail a copy of such notice, postage prepaid, not less than thirty (30) days before the redemption date to the registered Holders of all Bonds or portions of Bonds which are to be redeemed at their addresses which appear upon the registration books, but failure to so mail any such notice to any of such Holders shall not affect the validity of the proceedings for the redemption of Bonds held by Holders to whom written notice has been mailed. The obligation of the Registrar to give the notice required by this Section 4.03 shall not be conditioned upon the prior payment to the Paying Agent of money or the delivery to the Paying Agent of Authorized Investments or Government Obligations sufficient to pay the redemption price of the Bonds to which such notice relates or the interest thereon to the redemption date.

(b) Notice of redemption having been given as provided in subsection (a) hereof, the Bonds or portions thereof so to be redeemed shall, on the date fixed for redemption, become due and payable at the redemption price specified therein plus accrued interest to the redemption date, and upon presentation and surrender thereof at the place specified in such notice, such Bonds or portions thereof shall be paid at the redemption price, plus accrued interest to the redemption date. On and after the redemption date (unless the County shall default in the payment of the redemption price and accrued interest), such Bonds shall cease to bear interest, and such Bonds shall no longer be considered as Outstanding hereunder. If money sufficient to pay the redemption price and accrued interest has not been made available by the County to the Paying Agent on the redemption date, such Bonds shall continue to bear interest until paid at the same rate as they would have borne, had they not been called for redemption, until the same shall have been paid.

**Section 4.04. Selection by Registrar of Bonds to Be Redeemed.** (a) If less than all of the Bonds of like maturity are to be redeemed, the particular Bonds or portions of Bonds to be redeemed shall be selected, not less than forty-five (45) days prior to the date fixed for redemption, by the Registrar by lot.

(b) In making such selection, the Registrar shall treat each Bond to be redeemed as representing that number of Bonds of the lowest authorized denomination as is obtained by dividing the principal amount of such Bond by such denomination. If any Bond is to be redeemed in part, the portion to be so redeemed shall be in a principal amount of an authorized denomination. For so long as the Bonds are held in book-entry only form, the selection of Bonds to be redeemed hereunder shall be in accordance with the rules of the Securities Depository

(c) The Registrar shall promptly notify the County in writing of the Bonds so selected for redemption.

**Section 4.05. Deposit of Redemption Price.** On or before any date fixed for redemption of any Bonds, cash and/or a principal amount of non-callable Government Obligations maturing or redeemable at the option of the Holder thereof not later than the date fixed for redemption which, together with income to be earned on such Government Obligations prior to such date fixed for redemption, will be sufficient to provide cash to pay the redemption price of and accrued interest on all Bonds or portions thereof which are to be redeemed on such date, shall be deposited with the Paying Agent unless such amount shall have been previously deposited with the Paying Agent.

**Section 4.06. Partial Redemption of Bonds.** In the event part but not all of a Bond Outstanding shall be selected for redemption, upon presentation and surrender of such Bond by the Holder thereof or his attorney duly authorized in writing (with, if the County or the Paying Agent so requires, due endorsement by, or a written instrument of transfer in form satisfactory to the County and the Registrar duly executed by, the Holder thereof or his attorney duly authorized in writing) to the Registrar, the County shall execute and the Registrar shall authenticate and deliver to or upon the order of such Holder, without charge therefor, for the unredeemed portion of the principal amount of the Bond so surrendered, a Bond or Bonds of any authorized denomination of like tenor. Bonds so presented and surrendered shall be canceled in accordance with Section 3.14 hereof.

**Section 4.07. Purchases of Bonds Outstanding.** Purchases of Bonds Outstanding may be made by the County at any time with money available to it from any source. Upon any such purchase the County shall deliver such Bonds to the Registrar for cancellation.

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ARTICLE V

SALE OF BONDS; APPROVAL  
OF OFFICIAL STATEMENT

**Section 5.01. Determination of Time to Receive Bids -- Form of Notice of Sale.** Each Series of Bonds shall be sold at public sale at a price of not less than par and accrued interest to the date of delivery. Bids for the Bonds of a Series shall be received until 12.00 Noon (local time) on a date or dates to be selected by the Chairman. The Bonds shall be advertised for sale in *THE BOND BUYER*, a financial journal published in the City of New York, or in *The State*, and which shall appear at least once, not less than seven (7) days before the date set for said sale. The form of the Notice of Sale shall be substantially as set forth in Exhibit "C" attached hereto and the conditions of sale of the Bonds shall be as set forth in the Notice of Sale, provided, however, that a summary notice of sale may be published in *THE BOND BUYER* or *The State*.

**Section 5.02. Award of Bonds.** Unless all bids are rejected, the award of the Bonds of a Series shall be made by the Chairman, or, in his absence, the Vice Chairman of the Council, following the receipt of bids as provided in this Ordinance, to the bidder offering the lowest net interest cost therefor.

**Section 5.03. Approval of Official Statement.** The County Administrator is hereby authorized to deem a preliminary Official Statement to be "final" within the meaning of Rule 15(c)(2)-(12) of the United States Securities and Exchange Commission as of its date, and the Council hereby authorizes the distribution of such preliminary Official Statement, when so deemed final, to prospective bidders. Such distribution may be made in electronic form or by way of printed documents. The Council further authorizes and approves the distribution and delivery of a final Official Statement in print and in electronic format by the successful bidders in connection with the reoffering and sale of the Bonds by the successful bidders.

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ARTICLE VI

DISPOSITION OF PROCEEDS OF SALE OF BONDS

Section 6.01. Disposition of Bond Proceeds Including Temporary Investments. The proceeds derived from the sale of a Series of Bonds issued pursuant to this Ordinance shall be paid to the Treasurer of Lexington County, to be deposited in a Bond Account Fund for the County, and shall be expended and made use of by the Council as follows:

(a) any accrued interest shall be applied to the payment of the first installment of interest to become due on such Series of Bonds;

(b) any premium shall be applied to the payment of the first installment of principal of such Series of Bonds;

(c) the remaining proceeds shall be expended and made use of by the Council to defray the cost of issuing such Series of Bonds and to defray those costs of the Project as described in Section 1.03 hereof which are applicable to such Series. Pending the use of Bond proceeds, the same shall be invested and reinvested by the Treasurer of Lexington County in Authorized Investments. Subject to the obligation of the County to rebate certain investment earnings to the United States Treasury in accordance with Section 148(f) of the Code, earnings from such investments shall be applied, at the direction of the Council, either (1) to defray the cost of the undertakings for which the Bonds are issued and if not required for this purpose, then (2) to pay the first maturing installments of interest on the applicable Series of Bonds, and

(d) if any balance remains, it shall be expended on County capital projects as shall be authorized by ordinance supplemental hereto or held by the Treasurer of Lexington County in a special fund and used to effect the retirement of the applicable Series of Bonds.

Neither the purchasers nor any Holder of the Bonds shall be liable for the proper application of the proceeds thereof.

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## ARTICLE VII

### DEFEASANCE OF BONDS

**Section 7.01. Discharge of Ordinance -- Where and How Bonds Are Deemed to Have Been Paid and Defeased.** (a) If all of the Bonds issued pursuant to this Ordinance and all interest thereon shall have been paid and discharged, then the obligations of the County under this Ordinance and all other rights granted hereby shall cease and determine. The Bonds shall be deemed to have been paid and discharged within the meaning of this Article under any of the following circumstances, viz:

(i) If the Paying Agent shall hold, at the stated maturities of the Bonds, in trust and irrevocably appropriated thereto, sufficient moneys for the payment of the Principal Installment and interest thereof; or

(ii) If default in the payment of the principal of the Bonds or the interest thereon shall have occurred on any Bond Payment Date, and thereafter tender of payment shall have been made, and at such time as the Paying Agent shall hold in trust and irrevocably appropriated thereto sufficient moneys for the payment thereof to the date of the tender of payment; or

(iii) If the County shall have deposited with the Paying Agent, in an irrevocable trust, either moneys in an amount which shall be sufficient, or direct general obligations of the United States of America, which are not subject to redemption by the issuer prior to the date of maturity thereof, as the case may be, the principal of and interest on which, when due, and without reinvestment thereof, will provide moneys, which, together with the moneys, if any, deposited with the Paying Agent at the same time, shall be sufficient to pay, when due, the principal, interest, and redemption premium or premiums, if any, due and to become due on the Bonds and prior to the maturity date or dates of the Bonds, or, if the County shall elect to redeem the Bonds prior to their stated maturities, and shall have irrevocably bound and obligated itself to give notice of redemption thereof in the manner provided in the form of the Bonds herein, on and prior to the redemption date or dates of the Bonds, as the case may be; or

(iv) If there shall have been deposited with the Paying Agent either moneys in an amount which shall be sufficient, or direct general obligations of the United States of America the principal of and interest on which, when due, will provide moneys which, together with the moneys, if any, deposited with the Paying Agent at the same time, shall be sufficient to pay, when due, the principal and interest due and to become due on the Bonds on the maturity thereof.

(b) In addition to the above requirements of paragraphs (i), (ii), (iii), and (iv), in order for this Ordinance to be discharged, all other fees, expenses and charges of the Paying Agent have been paid in full at that time.

(c) Notwithstanding the satisfaction and discharge of this Ordinance, the Paying Agent shall continue to be obligated to hold in trust any moneys or investments then held by the Paying Agent for the payment of the principal of, premium, if any, and interest on, the Bonds, to pay to the owners of Bonds the funds so held by the Paying Agent as and when payment becomes due

(d) Any release under this Section shall be without prejudice to the rights of the Paying Agent to be paid reasonable compensation for all services rendered under this Ordinance and all reasonable expenses, charges, and other disbursements and those of their respective attorneys, agents, and employees, incurred on and about the performance of the powers and duties under this Ordinance

(e) Any moneys which at any time shall be deposited with the Paying Agent by or on behalf of the County for the purpose of paying and discharging any Bonds of a Series shall be and are hereby assigned, transferred, and set over to the Paying Agent in trust for the respective holders of the Bonds of such Series, and the moneys shall be and are hereby irrevocably appropriated to the payment and discharge thereof. If, through lapse of time or otherwise, the holders of such Bonds shall no longer be entitled to enforce payment of their obligations, then, in that event, it shall be the duty of the Paying Agent to transfer the funds to the County.

(f) In the event any Bonds are not to be redeemed within the sixty (60) days next succeeding the date the deposit required by this Section 7.01(a)(iii) or (iv) is made, the County shall give the Registrar irrevocable instructions to mail, as soon as practicable by registered or certified mail, a notice to the owners of the Bonds at the addresses shown on the registry books that (i) the deposit required by subparagraph (a)(iii) or (a)(iv) of this Section 7.01 has been made with the Paying Agent, (ii) the Bonds are deemed to have been paid in accordance with this Section and stating the maturity or redemption dates upon which moneys are to be available for the payment of the principal of, and premium, if any, and interest on, the Bonds, and (iii) stating whether the County has irrevocably waived any rights to redeem the Bonds, or any of them, prior to the maturity or redemption dates set forth in the preceding clause (ii).

(g) The County covenants and agrees that any moneys which it shall deposit with the Paying Agent shall be deemed to be deposited in accordance with, and subject to, the applicable provisions of this Section, and whenever it shall have elected to redeem Bonds, it will irrevocably bind and obligate itself to give notice of redemption thereof, and will further authorize and empower the Registrar to cause notice of redemption to be given in its name and on its behalf.

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## ARTICLE VIII

### CONCERNING THE FIDUCIARIES

**Section 8.01. Fiduciary; Appointment and Acceptance of Duties.** A financial institution chosen to act as Paying Agent and Registrar hereunder shall accept the duties and trusts imposed upon it by this Ordinance and shall agree in writing to perform such trusts but only upon the terms and conditions set forth in this Article VIII. Similarly, each financial institution appointed as a successor Registrar or as a successor Paying Agent shall signify its acceptance of the duties and trusts imposed by this Ordinance by a written acceptance.

**Section 8.02. Responsibilities of Fiduciaries.** The recitals of fact herein and in the Bonds contained shall be taken as the statements of the County and no Fiduciary assumes any responsibility for the correctness of the same except in respect of the authentication certificate of the Registrar endorsed on the Bonds. No Fiduciary makes any representations as to the validity or sufficiency of this Ordinance or of any Bonds or as to the security afforded by this Ordinance, and no Fiduciary shall incur any liability in respect thereof. No Fiduciary shall be under any responsibility or duty with respect to the application of any moneys paid to any other Fiduciary. No Fiduciary shall be under any obligation or duty to perform any act which would involve it in expense or liability or to institute or defend any suit in respect hereof or to advance any of its own moneys, unless indemnified to its reasonable satisfaction. No Fiduciary shall be liable in connection with the performance of its duties hereunder except for its own negligence or willful misconduct.

**Section 8.03. Evidence on Which Fiduciaries May Act.** (a) Each Fiduciary, upon receipt of any notice, resolution, request, consent order, certificate, report, opinion, bond, or other paper or document furnished to it pursuant to any provision of this Ordinance, shall examine such instrument to determine whether it conforms to the requirements of this Ordinance and shall be protected in acting upon any such instrument believed by it to be genuine and to have been signed or presented by the proper party or parties. Each Fiduciary may consult with counsel, who may or may not be of counsel to the County, and the opinion of such counsel shall be full and complete authorization and protection in respect of any action taken or suffered by it under this Ordinance in good faith and in accordance therewith

(b) Whenever any Fiduciary shall deem it necessary or desirable that a matter to be proved or established prior to taking or suffering any action under this Ordinance, such matter (unless other evidence in respect thereof be therein specifically prescribed) may be deemed to be conclusively proved and established by a certificate of an Authorized Officer, and such certificate shall be full warrant for any action taken or suffered in good faith under the provisions of this Ordinance upon the faith thereof; but in its discretion the Fiduciary may in lieu thereof accept other evidence of such fact or matter or may require such further or additional evidence as to it may deem reasonable

(c) Except as otherwise expressly provided in this Ordinance any request, order, notice or other direction required or permitted to be furnished pursuant to any provision thereof by the County to any Fiduciary shall be sufficiently executed if executed in the name of the County by an Authorized Officer

**Section 8.04. Compensation.** The County shall pay to each Fiduciary from time to time reasonable compensation based on the then standard fee schedule of the Fiduciary for all services rendered under this Ordinance, and also all reasonable expenses, charges, counsel fees and other disbursements, including those of its attorneys, agents, and employees, incurred in and about the performance of their powers and duties under this Ordinance; provided, however, that any specific agreement between the County and a Fiduciary with respect to the compensation of such Fiduciary shall control the compensation to be paid to such Fiduciary. Subject to the provisions of Section 8.02 hereof, the County further agrees to indemnify and save each Fiduciary harmless against any liabilities which it may incur in the exercise and performance of its powers and duties hereunder and which are not due to its negligence or willful misconduct.

**Section 8.05. Certain Permitted Acts.** Any Fiduciary may become the owner or underwriter of any Bonds, notes or other obligations of the County or conduct any banking activities with respect to the County, with the same rights it would have if it were not a Fiduciary. To the extent permitted by law, any Fiduciary may act as depository for, and permit any of its officers or directors to effect or aid in any reorganization growing out of the enforcement of the Bonds or this Ordinance.

**Section 8.06. Resignation of Any Fiduciary.** Any Fiduciary may at any time resign and be discharged of the duties and obligations created by this Ordinance by giving not less than sixty (60) days' written notice to the County and not less than thirty (30) days' written notice to the Holders of the Bonds as established by the books of registration prior to the next succeeding Bond Payment Date and such resignation shall take effect upon the date specified in such notice unless previously a successor shall have been appointed by the County pursuant to Section 8.08 hereof in which event such resignation shall take effect immediately on the appointment of such successor. In no event, however, shall such a resignation take effect until a successor has been appointed.

**Section 8.07. Removal of Fiduciary.** Any Fiduciary may be removed at any time by an instrument or concurrent instruments in writing, filed with the County and such Fiduciary, and signed by the Bondholders representing a majority in principal amount of the Bonds then Outstanding or their attorneys in fact duly authorized, excluding any Bonds held by or for the account of the County.

**Section 8.08. Appointment of Successor Fiduciaries.** In case any Fiduciary hereunder shall resign or be removed, or be dissolved, or shall be in the course of dissolution or liquidation, or otherwise become incapable or acting hereunder, or in case it shall be taken under the control of any public officer or officers, or of a receiver appointed by a court, a successor shall be appointed by the County. Every such Fiduciary appointed pursuant to the provisions of this Section shall be a trust company or bank organized under the laws of the United States of America or any state thereof and which is in good standing, within or outside the State of South Carolina, having a stockholders' equity of not less than \$50,000,000 if there be such an institution willing, qualified and able to accept the trusts upon reasonable and customary terms.

If in a proper case no appointment of a successor Fiduciary shall be made by the County pursuant to the foregoing provisions of this Section within forty-five (45) days after any Fiduciary shall have given to the County written notice as provided in Section 8.06 hereof or after a vacancy in the office of such Fiduciary shall have occurred by reason of its removal or inability to act, the former Fiduciary or any Bondholder may apply to any court of competent jurisdiction to appoint a successor. Said court may thereupon, after such notice, if any, as such court may deem proper, appoint a successor.

**Section 8.09. Transfer of Rights and Property to Successor.** Any successor Fiduciary appointed under this Ordinance shall execute, acknowledge and deliver to its predecessor, and also to the County, an instrument accepting such appointment, and thereupon such successor, without any further act, deed or conveyance, shall become fully vested with all moneys, estates, properties, rights, powers, duties

and obligations of such predecessor Fiduciary, with like effect as if originally named in such capacity; but the Fiduciary ceasing to act shall nevertheless, on the written request of the County, or of the successor, execute, acknowledge and deliver such instruments of conveyance and further assurance and do such other things as may reasonably be required for more fully and certainly vesting and confirming in such successor all the right, title and interest of the predecessor Fiduciary in and to any property held by it under this Ordinance, and shall pay over, assign and deliver to the successor Fiduciary any money or other property subject to the trusts and conditions herein set forth. Should any deed, conveyance or instrument in writing from the County be required by such successor Fiduciary for more fully and certainly vesting in and confirming to such successor any such estates, rights, powers and duties, any and all such deeds, conveyances and instruments in writing shall, on request, and so far as may be authorized by law, be executed, acknowledged and delivered by the County. Any such successor Fiduciary shall promptly notify the Paying Agent and depositories, if any, of its appointment as Fiduciary.

**Section 8.10. Merger or Consolidation.** Any company into which any Fiduciary may be merged or converted or with which it may be consolidated or any company resulting from any merger, conversion or consolidation to which it may be party or any company to which any Fiduciary may sell or transfer all or substantially all of its corporate trust business, provided such company shall be a bank or trust company organized under the laws of any state of the United States or a national banking association, and shall be authorized by law to perform all the duties imposed upon it by this Ordinance, shall be the successor to such Fiduciary without the execution or filing of any paper or the performance of any further act.

**Section 8.11. Adoption of Authentication.** In case any of the Bonds contemplated to be issued under this Ordinance shall have been authenticated but not delivered, any successor Registrar may adopt the certificate of authentication of any predecessor Registrar so authenticating such Bonds and deliver such Bonds so authenticated. In case any such Bonds shall not have been authenticated, any successor Registrar may authenticate such Bonds in the name of the predecessor Registrar or in the name of the successor Registrar, and in all such cases such certificate shall be of full force and effect.

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**ARTICLE IX**

**MISCELLANEOUS**

**Section 9.01. Failure to Present Bonds.** Anything in this Ordinance to the contrary notwithstanding, any money held by the Paying Agent in trust for the payment and discharge of any of the Bonds, or the interest thereon, which remains unclaimed for such period of time, after the date when such Bonds have become due and payable, that the Holder thereof shall no longer be able to enforce the payment thereof, the Paying Agent shall at the written request of the County pay such money to the County as its absolute property and free from trust, and the Paying Agent shall thereupon be released and discharged with respect thereto and the Bondholders shall look only to the County for the payment of such Bonds; provided, however, the Paying Agent shall forward to the County all moneys which remain unclaimed during a period five (5) years from a Bond Payment Date, provided, however, that before being required to make any such payment to the County, the Paying Agent, at the expense of the County, may conduct such investigations as may in the opinion of the Paying Agent be necessary to locate the Holders of those who would take if the Holder shall have died.

**Section 9.02. Holding of Public Hearing and Notice Thereof.** Pursuant to the provisions of Section 4-9-130 of the Code of Laws of South Carolina, 1976, as amended, a public hearing, after giving reasonable notice, shall be conducted prior to the third and final reading of this Ordinance by the Council. In accordance with this provision, a public hearing shall be conducted and due notice shall be provided all as required by said Section 4-9-130. The form of the notice to be published, with such changes as may be approved by the County Administrator, is attached hereto as Exhibit "A".

**Section 9.03. Tax Laws Covenants.** The Council hereby covenants and agrees that it will comply with the requirements of the Code, compliance with which is required in order that interest on the Bonds, other than Taxable Bonds, be and remain excludable from the gross income of the Holders for Federal income tax purposes, including, but not limited to, the obligation to rebate certain investment earnings to the United States Treasury. The Council further covenants to file Internal Revenue Service form 8038-G at the time and in the place required therefor under the Code. Prior to the issuance of any Bonds, the Chairman will consult with bond counsel, and designate as Series 2006B (Taxable Series) any Bonds to be issued for purposes inconsistent with the private activity limitations of the Code described in Section 9.04 herein. The Chairman of Council, with the advice of bond counsel, is authorized to designate the Bonds, other than the Taxable Bonds, as "qualified tax-exempt obligations" pursuant to Section 265(b)(3)(B) of the Code if he reasonably determines that the total amount of tax-exempt obligations to be issued by the County and entities subordinate thereto in calendar year 2006, excepting certain private activity bonds, will not exceed \$10 million.

**Section 9.04. Ability to Meet Arbitrage Requirement; Private Activity Limitations.** Careful consideration has been given to the time in which the expenditure of the proceeds of the Bonds, other than Taxable Bonds, will be made, and it has been ascertained that all of the money received from the proceeds of such Bonds will be expended within the limitations imposed by the Internal Revenue Code of 1986 as amended (the "Code"); accordingly the Council will be able to certify upon reasonable grounds that the Bonds are not "arbitrage bonds" within the meaning of Section 148 of the Code.

The Council hereby covenants to comply with all of the restrictions and requirements of the Code as its provisions are applicable to the Bonds, other than the Taxable Bonds in order that such Bonds shall be and remain exempt from federal income taxation. Without limiting the generality of the foregoing, the Council specifically covenants that

(a) All property provided by the net proceeds of such Bonds will be owned by the County in accordance with the rules governing the ownership of property for federal income tax purposes.

(b) The County shall not permit the proceeds of such Bonds or any facility financed with the proceeds of such Bonds to be used in any manner that would result in (a) ten percent (10%) or more of such proceeds being considered as having been used directly or indirectly in any trade or business carried on by any natural person or in any activity carried on by a person other than a natural person other than a governmental unit as provided in Section 141(b) of the Code, or (b) five percent (5%) or more of such proceeds being considered as having been used directly or indirectly to make or finance loans to any person other than a governmental unit as provided in Section 141(c) of the Code.

(c) The County is not a party to nor will it enter into any contracts with any person for the use or management of any facility provided with the proceeds of such Bonds that do not conform to the guidelines set forth in Revenue Procedure 97-13, as modified by the Code or subsequent pronouncements by the Internal Revenue Service, or the County obtains the opinion of nationally recognized bond counsel that such arrangement will not adversely affect the tax exemption of such Bonds.

(d) The County will not sell or lease the Project or any property provided by such Bonds to any person unless it obtains the opinion of nationally recognized bond counsel that such lease or sale will not affect the tax exemption of such Bonds.

(e) The Bonds will not be federally guaranteed within the meaning of Section 149(b) of the Code. The County is not a party to any leases or sales or service contracts with any federal government agency with respect to the Project and will not enter into any such leases or contracts unless it obtains the opinion of nationally recognized bond counsel that such action will not affect the tax exemption of such Bonds.

**Section 9.05. Continuing Disclosure.** (a) In accordance with Act No. 442 of the Acts and Joint Resolutions of the General Assembly of the State of South Carolina, 1994, the County represents and covenants that it will file with [www.disclosureUSA.com](http://www.disclosureUSA.com) or other municipal securities information repository upon request a copy of its annual independent audit within thirty (30) days of its receipt and acceptance and event-specific information, within thirty (30) days of an event adversely affecting more than five percent (5%) of its revenues or five percent (5%) of its tax base.

(b) The Council hereby covenants and agrees that it will comply with the requirements of (i) Rule 15c-12 promulgated by the Securities and Exchange Commission and (ii) Section 11-1-85, Code of Laws of South Carolina, 1976, as such may be amended. In this regard, the County Administrator is hereby authorized to execute and deliver on behalf of the County a Continuing Disclosure Certificate in substantially the form of Exhibit "D" hereto, with such changes as may be approved by the County Administrator, his approval to be evidenced by her execution thereof.

**Section 9.06. Severability of Invalid Provisions.** If any one or more of the covenants or agreements provided in this Ordinance should be contrary to law, then such covenant or covenants or agreement or agreements shall be deemed severable from the remaining covenants and agreements, and shall in no way affect the validity of the other provisions of this Ordinance.

**Section 9.07. Successors.** Whenever in this Ordinance the County is named or referred to, it shall be deemed to include any entity, which may succeed to the principal functions and powers of the County, and all the covenants and agreements contained in this Ordinance or by or on behalf of the County shall bind and inure to the benefit of said successor whether so expressed or not.

**Section 9.08. Ordinance to Constitute Contract.** In consideration of the purchase and acceptance of the Bonds by those who shall purchase and hold the same from time to time, the provisions of this Ordinance shall be deemed to be and shall constitute a contract between the County and the Holders from time to time of the Bonds, and such provisions are covenants and agreements with such Holders which the County hereby determined to be necessary and desirable for the security and payment thereof. The pledge hereof and the provisions, covenants, and agreements herein set forth to be performed on behalf of the County shall be for the equal benefit, protection, and security of the Holders of any and all of the Bonds, all of which shall be of equal rank without preference, priority or distinction of any Bonds over any other Bonds.

**Section 9.09. Filing of Copies of Ordinance.** Copies of this Ordinance shall be filed in the offices of the Council, the office of the Clerk of Court for Lexington County (as a part of the Transcript of Proceedings) and at the offices of each of the Paying Agent and Registrar.

**Section 9.10. Further Action by Offices of County.** The proper officers of the County are fully authorized and empowered to take the actions required to implement the provisions of this Ordinance and to furnish such certificates and other proofs as may be required of them, which includes but is not limited to providing the notice and conducting the public hearing described in Section 9.02 hereof.

**Section 9.11. Effective Date of Ordinance.** This Bond Ordinance shall take effect upon its third reading and shall be forthwith codified in the Code of County Ordinances and indexed under the general heading "Bond Issue -- Not Exceeding \$13,000,000 General Obligation Bonds, Series 2006A/B, of Lexington County, South Carolina."

x \* \* \*

**DONE IN MEETING DULY ASSEMBLED**, this \_\_\_\_\_ day of \_\_\_\_\_, 2006

(SEAL)

\_\_\_\_\_  
Chairman, Lexington County Council

Attest:

\_\_\_\_\_  
Clerk, Lexington County Council

**NOTICE OF PUBLIC HEARING**

**NOTICE IS HEREBY GIVEN** that the Lexington County Council, State of South Carolina, at its meeting on the \_\_\_\_\_ day of \_\_\_\_\_, 2006, in County Council Chambers, Lexington County Administration Building, 212 South Lake Drive, Lexington, South Carolina, at \_\_\_\_ p.m., will conduct a public hearing on the proposed adoption of an Ordinance entitled **"TO PROVIDE FOR THE ISSUANCE AND SALE OF GENERAL OBLIGATION BONDS OF LEXINGTON COUNTY, SOUTH CAROLINA, SERIES 2006, TO PRESCRIBE THE PURPOSES FOR WHICH THE PROCEEDS SHALL BE EXPENDED, TO PROVIDE FOR THE PAYMENT THEREOF, AND OTHER MATTERS RELATING THERETO."**

Pursuant to the Ordinance, the County Council proposes the issuance of not exceeding \$13,000,000 of general obligation bonds of the County to defray the cost of acquisition and improvement of land for use as an industrial park, as well as certain costs associated therewith and costs of issuance of such bonds. For the payment of the principal of and interest on the bonds authorized by said Ordinance, there shall be pledged the full faith, credit and taxing power of Lexington County and there shall be levied *ad valorem* taxes sufficient in amount to pay said principal and interest on the bonds.

At the time and place fixed for said public hearing all taxpayers, residents or other interested persons who appear will be given an opportunity to express their views for or against the adoption of the Ordinance. Assistance is available for those who are visually or hearing-impaired. For assistance, call the Clerk to Lexington County Council, telephone (803) 785-8103

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Chairman, Lexington County Council

(FORM OF BOND)

UNITED STATES OF AMERICA  
STATE OF SOUTH CAROLINA  
COUNTY OF LEXINGTON  
GENERAL OBLIGATION BOND, SERIES 2006(A/B)(TAXABLE SERIES)

No. \_\_\_\_\_

INTEREST RATE	MATURITY DATE	ISSUE DATE	CUSIP
		_____ 1, 2006	

Registered Holder:

Principal Amount: \_\_\_\_\_ DOLLARS

LEXINGTON COUNTY, SOUTH CAROLINA (the "County"), acknowledges itself indebted and for value received hereby promises to pay, solely as hereinafter provided, to the Registered Holder (named above) or registered assigns, the Principal Amount set forth above on the Maturity Date stated above, unless this Bond be subject to redemption and shall have been redeemed prior thereto as hereinafter provided, upon presentation and surrender of this Bond at the Corporate Trust Office of \_\_\_\_\_ in the City of \_\_\_\_\_, State of \_\_\_\_\_ (the "Paying Agent"), and to pay interest on such Principal Amount as hereinafter provided at the annual Interest Rate stated above (calculated on the basis of a three hundred and sixty-day year of twelve (12) thirty-day months), until the obligation of the County with respect to the payment of such Principal Amount shall be discharged.

This Bonds shall bear interest from the February 1 or the August 1 to which interest has been paid next preceding the authentication date thereof, unless the authentication date thereof is a February 1 or a August 1, in which case, from such authentication date, or from the February 1 or the August 1 to which interest has last been paid, or if dated prior to February 1, 2007, then from the original issue date of such Bonds. The interest to be paid on any February 1 or August 1 shall be paid to the Person in whose name such Bond is registered at the close of business on the Record Date next preceding such February 1 or August 1. Interest on this Bond is payable on February 1 and August 1 of each year beginning February 1, 2007, at which time interest for \_\_\_\_\_ ( ) months will be due. The interest so payable on any February 1 or August 1 shall be payable to the person in whose name this Bond is registered at the close of business on the fifteenth day of the February or on the fifteenth day of the August next preceding such February 1 or August 1.

Interest hereon shall be payable by check or draft mailed at the times provided herein from the office of the Paying Agent to the person in whose name this Bond is registered at the address shown on the registration books. The principal of and interest on this Bond are payable in any coin or currency of the

United States of America which at the time of payment is legal tender for the payment of public and private debts; provided, however, that payment of the interest on this Bond shall be effected by check or draft as set forth above.

This Bond is one of an issue of Bonds in the aggregate principal amount of \_\_\_\_\_ Dollars (\$ \_\_\_\_\_) of like tenor, except as to number, rate of interest, date of maturity and redemption provisions, issued pursuant to and in accordance with the Constitution and Statutes of the State of South Carolina, including particularly the provisions of Title 4, Chapter 15, Code of Laws of South Carolina, 1976, as amended, as amended and supplemented by Title 11, Chapter 27, Code of Laws of South Carolina, 1976, as amended (the "Enabling Act"), and an Ordinance duly adopted by the County Council of the County (the "Ordinance").

Certain capitalized terms used herein and not otherwise defined shall have the meanings ascribed thereto in the Ordinance. Certified copies of the Ordinance are on file in the office of the Registrar, in the office of the Paying Agent and in the office of the Clerk of Court of Lexington County, South Carolina

For the prompt payment hereof, both principal and interest, as the same shall become due, the full faith, credit and taxing power of the County are irrevocably pledged.

This Bond and the interest hereon are exempt from all State, county, municipal, school district, and all other taxes or assessments imposed within the State of South Carolina, direct or indirect, general or special, whether imposed for the purpose of general revenue or otherwise, except inheritance, estate and transfer taxes, but the interest hereon may be includable for franchise fees and taxes.

The Bonds are issuable only as fully registered Bonds without coupons in the denomination of \$5,000 or any multiple thereof not exceeding the principal amount of the Bonds maturing in such year.

[All Bonds maturing subsequent to February 1, 2017, shall be subject to redemption at the option of the County in whole or in part at any time on and after February 1, 2017 at a redemption price equal to the par amount of Bonds to be redeemed. In the event less than all of the Bonds are to be redeemed, the Bonds shall be redeemed in such order of maturities as shall be determined by the County and by lot within a maturity ]

When any Bonds are to be redeemed, the Registrar shall give notice of the redemption of the Bonds in the name of the County specifying (i) the Bonds and maturities to be redeemed; (ii) the redemption date; (iii) the redemption price; (iv) the Series, numbers and other distinguishing marks of the Bonds to be redeemed unless all of the Bonds Outstanding are to be redeemed; (v) the place or places where amounts due upon such redemption will be payable; and (vi) in the case of Bonds to be redeemed in part only, the respective portions of the principal thereof to be redeemed. Such notice shall further state that on such date there shall become due and payable upon each Bond to be redeemed the redemption price thereof, together with interest accrued to the redemption date, and that, from and after such date, interest thereon shall cease to accrue. The Registrar shall mail by registered mail a copy of such notice, postage prepaid, not less than thirty (30) days before the redemption date to the registered Holders of all Bonds or portions of Bonds which are to be redeemed at their addresses which appear upon the registration books, but failure to so mail any such notice to any of such Holders shall not affect the validity of the proceedings for the redemption of Bonds held by Holders to whom written notice has been mailed. Interest on the Bonds to be redeemed shall cease to accrue from and after the redemption date specified in such notice, unless the County defaults in making due provision for the payment of the redemption price thereof

The Bonds are being issued by means of a book-entry system with no physical distribution of Bond certificates to be made except as provided in the Ordinance. One Bond certificate with respect to

each date on which the Bonds are stated to mature, registered in the name of the Securities Depository Nominee (as defined in the Ordinance), is being issued and required to be deposited with the Securities Depository and immobilized in its custody. The book-entry system will evidence positions held in the Bonds by the Securities Depository's Participants, beneficial ownership of the Bonds in the principal amount of \$5,000 or any multiple thereof being evidenced in the records of such Participants. Transfers of ownership shall be effected on the records of the Securities Depository and its Participants pursuant to rules and procedures established by the Securities Depository and its Participants. The County, the Registrar and the Paying Agent will recognize the Securities Depository Nominee, while the registered owner of this Bond, as the owner of this Bond for all purposes, including payments of principal of and interest on, this Bond, notices and voting. Transfer of principal and interest to Participants of the Securities Depository will be the responsibility of the Securities Depository, and transfer of principal and interest to beneficial owners of the Bonds by Participants of the Securities Depository will be the responsibility of such Participants and other nominees of such beneficial owners. The County will not be responsible or liable for such transfers of payments or for maintaining, supervision or reviewing the records maintained by the Securities Depository, the Securities Depository Nominee, its Participants or persons acting through such Participants. While the Securities Depository Nominee is the owner of this Bond, notwithstanding the provision heretofore contained, payments of principal of and interest on, this Bond shall be made in accordance with existing arrangements between the Paying Agent or its successors under the Ordinance and the Securities Depository.

This Bond is transferable, as provided in the Ordinance, only upon the registration books kept for that purpose at the (Corporate Trust Office) of the Registrar by the Registered Holder in person or by his duly authorized attorney, upon (i) surrender of this Bond together with a written instrument of transfer satisfactory to the Registrar duly executed by the Registered Holder or his duly authorized attorney and (ii) payment of the charges, if any, prescribed in the Ordinance. Thereupon a new fully registered Bond or Bonds of like maturity, interest rate, and redemption provisions and in a like aggregate principal amount shall be issued to the transferee in exchange therefor as provided in the Ordinance. The County, the Paying Agent and the Registrar may deem and treat the person in whose name this Bond is registered as the absolute owner hereof for the purpose of receiving payment of or on account of the principal and interest due hereon and for all other purposes.

For every exchange or transfer of the Bonds, the County, the Paying Agent, or the Registrar may make a charge sufficient to reimburse it for any tax, fee or other governmental charge required to be paid with respect to such exchange or transfer.

It is hereby certified and recited that all conditions, acts and things required by the Constitution and Statutes of the State of South Carolina to exist, be performed or happen precedent to or in the issuance of this Bond, exist, have been performed and have happened, that the amount of this Bond, together with all other indebtedness of the County, does not exceed any limit prescribed by such Constitution or Statutes, and that provision has been made for the allocation, on an annual basis, of sufficient tax revenues to provide for the punctual payment of the principal of and interest on this Bond and the issue of Bonds of which this Bond is one.

This Bond shall not be valid or obligatory for any purpose until the Certificate of Authentication hereon shall have been duly executed by the Registrar.

**IN WITNESS WHEREOF**, Lexington County, South Carolina, has caused this Bond to be signed in its name by the manual signature of the Chairman of the Lexington County Council and its corporate seal to be hereon reproduced and attested to by the manual signature of the Clerk to the Lexington County Council.

**LEXINGTON COUNTY, SOUTH CAROLINA**

*(SEAL)*

By \_\_\_\_\_  
Chairman, Lexington County Council

Attest:

\_\_\_\_\_  
Clerk, Lexington County Council

**CERTIFICATE OF AUTHENTICATION**

This Bond is one of the Bonds of the issue described in the within mentioned Ordinance

**REGISTRAR**

By \_\_\_\_\_  
Authorized Officer

Authentication Date:

(FORM OF ASSIGNMENT)

**FOR VALUE RECEIVED** the undersigned hereby sells, assigns and transfers unto

\_\_\_\_\_ (please print or type name and address of Transferee and Social Security or other identifying number of Transferee)

the within Bond and all rights and title thereunder, and hereby irrevocably constitutes and appoints \_\_\_\_\_, attorney to transfer the within Bond on the books kept for registration thereof, with full power of substitution in the premises.

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

OFFICIAL NOTICE OF SALE

**\$13,000,000**  
**GENERAL OBLIGATION BONDS, SERIES 2006(A/B)(TAXABLE SERIES)**  
**LEXINGTON COUNTY, SOUTH CAROLINA**

*Time and Place of Sale:* NOTICE IS HEREBY GIVEN that sealed proposals, addressed to the undersigned, will be received by the County Council, the governing body of Lexington County, South Carolina (the "County"), until 12 00 Noon (local time) on

\_\_\_\_\_, \_\_\_\_\_, 2006

at which time said proposals will be publicly opened in the Office of the County Administrator, Lexington County Administration Building, 212 South Lake Drive, Lexington, South Carolina for the purchase of \$\_\_\_\_\_ General Obligation Bonds, Series 2006(A/B)(Taxable Series), of Lexington County, South Carolina (the "Bonds").

*Details of the Bonds.* The Bonds will be issued initially under the DTC book-entry only system in the form of single, fully registered bonds in the aggregate principal amount maturing in each year, registered in the name of Cede & Co., as the registered owner and nominee of The Depository Trust Company, New York, New York ("DTC"), which will act as securities depository for the Bonds. The Bonds will be dated as of \_\_\_\_\_ 1, 2006; will be numbered from R-1 upward; and will mature serially in successive annual installments, on February 1 in each of the years and in the principal amounts as follows:

<u>Year</u>	<u>Principal Amount</u>	<u>Year</u>	<u>Principal Amount</u>
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**SAID BONDS** will bear interest from \_\_\_\_\_ 1, 2006, at a rate or rates to be named by the bidder, payable on February 1 and August 1 of each year (the "Bond Payment Dates") commencing February 1, 2007, at which time interest for \_\_\_\_\_ ( ) months will be due.

*Registrar and Paying Agent:* A financial institution maintaining corporate trust offices will be selected by the County to serve as Registrar and Paying Agent. So long as the Bonds remain outstanding in book-entry form with DTC, all payments of principal and interest with respect to the Bonds shall be through the facilities of DTC.

*Redemption Provisions.* All Bonds maturing subsequent to February 1, 2017, shall be subject to redemption at the option of the County in whole or in part at any time on and after February 1, 2017 at a redemption price equal to par. In the event less than all of the Bonds are to be redeemed, the Bonds shall be redeemed in such order of maturities as shall be determined by the County and by lot within a maturity.

When any Bonds are to be redeemed, the Registrar shall give notice of the redemption of the Bonds in the name of the County specifying (i) the Bonds and maturities to be redeemed; (ii) the redemption date; (iii) the redemption price, (iv) the Series, numbers and other distinguishing marks of the Bonds to be redeemed unless all of the Bonds Outstanding are to be redeemed; (v) the place or places where amounts due upon such redemption will be payable; and (vi) in the case of Bonds to be redeemed in part only, the

respective portions of the principal thereof to be redeemed. Such notice shall further state that on such date there shall become due and payable upon each Bond to be redeemed the redemption price thereof, together with interest accrued to the redemption date, and that, from and after such date, interest thereon shall cease to accrue. The Registrar shall mail by registered mail a copy of such notice, postage prepaid, not less than thirty (30) days before the redemption date to the registered Holders of all Bonds or portions of Bonds which are to be redeemed at their addresses which appear upon the registration books, but failure to so mail any such notice to any of such Holders shall not affect the validity of the proceedings for the redemption of Bonds held by Holders to whom written notice has been mailed. Interest on the Bonds to be redeemed shall cease to accrue from and after the redemption date specified in such notice, unless the County defaults in making due provision for the payment of the redemption price thereof.

*Bid Requirements:* Bidders are invited to name the rate or rates of interest which the Bonds are to bear, and unless all bids are rejected, they will be awarded to the bidder offering to purchase them at the lowest net interest cost to the County at a price of not less than par and accrued interest to the date of delivery. Bidders may name any number of rates of interest, in any variations selected by the bidder except that:

- (a) all Bonds of the same maturity shall bear the same rate of interest;
- (b) no rate of interest shall be more than two per centum (2%) higher than the lowest rate of interest named;
- (c) each interest rate named shall be a multiple of one-twentieth (1/20th) or one-eighth (1/8) of one per centum (1%); and
- (d) any sum named by way of premium shall be paid in cash as a part of the purchase price.

Interest cost will be determined by deducting premium, if any, from the aggregate of interest on the Bonds from \_\_\_\_\_ 1, 2006, until their respective maturities. Bidders are requested to present tabulations showing aggregate interest cost in dollars and cents, but such tabulations are not required and will not be regarded as a part of the bid. The right is reserved to reject all proposals, and to waive technicalities, but no auction sale will be conducted

Proposals may be delivered by hand or by mail or by facsimile transmission to (803) \_\_\_\_-\_\_\_\_, but no proposal shall be considered which is not actually received by the County at the place, date and time appointed. The County shall not be responsible for any failure, misdirection or error in the means of transmission selected by any bidder. No agent or employee of the County will undertake to receive proposals by means of oral communication.

Electronic bids must be submitted to the Parity Electronic Bid Submission System ("PARITY"). No other form of bid or provider of electronic bidding services will be accepted. Such bids are to be publicly opened and read at such time and place on said day. For the purposes of both the written sealed bid process and the electronic bidding process, the time as maintained by PARITY shall constitute the official time with respect to all bids submitted.

If any provisions of this Official Notice of Sale conflict with information provided by PARITY as the approved provider of electronic bidding services, this Official Notice of Sale shall control. Further information about PARITY may be obtained from PARITY, 1359 Broadway, 2nd Floor, New York, NY 10018, telephone (212) 849-5025.

Written bids must be submitted on the Official Bid Form included with the Preliminary Official Statement or on a reasonable facsimile thereof. Electronic bids must be submitted to *PARITY*. Both written bids and electronic bids must be unconditional and received by the County and/or *PARITY*, respectively, before the time stated above. Each bid must be accompanied by a Good Faith Deposit or Financial Surety Bond (see below). The County is not liable for any costs incurred in the preparation, delivery, acceptance or rejection of any bid, including, without limitation, the providing of a bid security deposit.

Bids will be accepted or rejected by 2:00 p.m. (local time) on the day of the sale. No proposal for the purchase of less than all of the Bonds, or, at a price less than par and accrued interest to the date of delivery, will be considered.

Bidders shall specify the rate or rates of interest per annum which such Bonds are to bear, to be expressed in multiples of 1/20th or 1/8th of 1% with no greater difference than 2% between the highest and lowest rates of interest named by a bidder. Bidders are not limited as to the number of rates of interest named, but the rate of interest on each separate maturity must be the same single rate for the Bonds of that maturity from their date to such maturity date. A bid for less than all the Bonds, or at a price less than par, will not be considered. In addition to the bid price, the successful bidder must pay accrued interest from the date of the Bonds to the date of full payment of the purchase price. Any premium offered must be paid as part of the purchase price of the Bonds at the delivery thereof.

*Award of Bonds on NIC Basis:* The Bonds will be awarded to the bidder or bidders offering to purchase the Bonds at the lowest net interest cost to the County, such interest cost to be determined by computing the total dollar interest cost from the date of the Bonds to the respective maturity dates and deducting therefrom the amount of the premium offered, if any, over and above the principal amount. The County reserves the right to reject any and all bids or to waive irregularities in any bid

*Good Faith Check.* A Good Faith Deposit ("Deposit") in the form of a certified or cashier's check or a Financial Surety Bond in the amount of \$\_\_\_\_\_, payable to the order of the County, is required for each bid to be considered. If a check is used, it must accompany each bid. If a Financial Surety Bond is used, it must be from an insurance company licensed to issue such a bond in the State of South Carolina, and such bond must be submitted to the County prior to the opening of the bids. The Financial Surety Bond must identify each bidder whose Deposit is guaranteed by such Financial Surety Bond. If the Bonds are awarded to a bidder utilizing a Financial Surety Bond, that purchaser ("Purchaser") is required to submit its Deposit to the County in the form of a cashier's check (or wire transfer such amount as instructed by the County) not later than 3:30 p.m. (local time) on the next business day following the award. If such Deposit is not received by that time, the Financial Surety Bond may be drawn by the County to satisfy the Deposit requirement. No interest on the Deposit will accrue to the Purchaser. The Deposit will be applied to the purchase price of the Bonds. In the event the Purchaser fails to honor its accepted bid, the Deposit will be retained by the County.

*Municipal Bond Insurance* If a bidder for the Bonds desires to have the Bonds insured, the bidder shall specify in its bid whether bond insurance will be purchased and the premium of such bond insurance must be paid at or prior to closing by the successful bidder.

*Bid Form.* Each bid shall be enclosed in a sealed envelope and marked "proposal for \$\_\_\_\_\_ General Obligation Bonds, Series 2006(A/B)(Taxable Series), of Lexington County, South Carolina" and should be directed to the undersigned at the address in the first paragraph hereof. Each bid shall be conditioned in accordance with this Notice of Sale. It is requested but not required that you submit your bid on the Proposal for Purchase of Bonds supplied with the Preliminary Official Statement.

*Security:* The Bonds shall constitute binding general obligations of the County and the full faith, credit, resources and taxing power of the County are irrevocably pledged for the payment of the Bonds. There shall be levied and collected annually in the same manner as all other county taxes are levied and collected, a tax, without limit, on all taxable property in the County sufficient to pay the principal and interest of the Bonds as they respectively mature and to create such sinking fund as may be necessary therefor

*Purpose:* The Bonds are issued for the purpose of providing funds for various costs of acquiring and constructing facilities for the County and defraying the cost and expenses of issuance of the Bonds.

*Legal Opinion:* Purchasers will be furnished with the Bonds and an opinion on their validity by Haynsworth Sinkler Boyd, P.A, Attorneys at Law, Columbia, South Carolina, bond counsel, a copy of which will be attached to each Bond and with the usual closing proofs, which will include (a) a certificate that there is no litigation threatened or pending to restrain the issuance or sale of said Bonds, (and (b) certificates establishing that the Bonds are not "arbitrage" bonds, within the meaning of Section 148 of the Internal Revenue Code of 1986, as amended, and the applicable regulations issued thereunder as in effect on the occasion of the delivery of the Bonds.)

[The Purchaser will also be furnished with the opinion of Haynsworth Sinkler Boyd, P.A. to the effect that the Bonds are "qualified tax-exempt obligations" within the meaning of Section 265(b)(3) of the Internal Revenue Code of 1986, as amended.]

*[Certificate as to Issue Price and Yield:* Within forty-eight (48) hours after the award of the Bonds, the successful bidder shall submit to the County a certificate, in form and substance satisfactory to bond counsel, specifying for each maturity the expected *bona fide* reoffering price of the Bonds of each maturity, as of the date of the award of the Bonds, and the "yield" on the Bonds calculated in accordance with Section 148 of the Internal Revenue Code of 1986, as amended. Prior to delivery of the Bonds, the successful bidder must submit to the County a certificate, in form and substance satisfactory to bond counsel, stating that a *bona fide* offering of the Bonds was made to the public at the prices indicated in the first certificate, and identifying the amounts, maturities, and prices at which any Bonds were actually sold to institutions or other investors at a discount from the offering prices to the public. For purposes of this paragraph, sales of Bonds to other securities brokers or dealers will not be counted as sales to the public ]

*Delivery:* The Bonds will be delivered to DTC on or about \_\_\_\_\_, 2006, against payment in federal or other immediately available funds. The certificates and other documents relating to the Bonds will be delivered to the Purchasers on the date of delivery of the Bonds./The Bonds will be delivered within thirty (30) days of the date of sale, in New York, New York, at the expense of the County, or at such other place as may be agreed upon with the Purchasers at the expense of the Purchaser. The balance of the purchase price then due (including the amount of accrued interest) must be paid in Federal funds or other immediately available funds.

*Official Statement:* The Preliminary Official Statement dated \_\_\_\_\_, 200\_\_ has been deemed final by the County for purposes of paragraph (b)(1) of Rule 15c2-12 of the Securities and Exchange Commission (the "Rule") but is subject to revision, amendment and completion in a final Official Statement as provided in the Rule. The Preliminary Official Statement may be accessed via the Internet at [www.i-dealprospectus.com](http://www.i-dealprospectus.com) The County shall deliver, at closing, a certificate executed by an appropriate official of the County to the effect that as of the date of delivery the information contained in the Official Statement, and any supplement to the Official Statement, relating to the County and the Bonds is true and correct in all material respects, and that the Official Statement does not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements therein, in light of the circumstances under which they were made, not misleading.

The County will furnish without cost up to one hundred (100) copies of the Official Statement to the successful bidder within seven (7) working days after the award of the Bonds. The successful bidder must notify the County in writing within five (5) working days of the award of the Bonds if the bidder requires additional copies of the Official Statement. The cost for the additional copies will be paid by the successful bidder.

*Continuing Disclosure:* In order to assist bidders in complying with the provisions of the Rule, the County will undertake, pursuant to the Bond Ordinance and a Continuing Disclosure Certificate, to provide certain annual information reports and notices of certain events. A description of this undertaking is set forth in the Preliminary Official Statement and will also be set forth in the final Official Statement. The delivery by the County of a fully executed Continuing Disclosure Certificate by the County dated the date of delivery of the Bonds, is a condition precedent to the delivery of the Bonds as described in the Notice of Sale. Failure by the County to deliver such Continuing Disclosure Certificate will relieve the successful bidder of its contractual obligation arising from the acceptance of its bid. The Preliminary Official Statement has been deemed final by the County for purposes of paragraph (b)(1) of the Rule but is subject to revision, amendment and completion in the final Official Statement as provided in the Rule.

In accordance with Section 1-11-85 of the Code of Laws of South Carolina, 1976, as amended, the County has covenanted in the Bond Ordinance authorizing the issuance of the Bonds to file with a central repository for availability in the secondary bond market when requested an annual independent audit, within thirty (30) days of the County's receipt of the audit; and event-specific information, within thirty (30) days of an event adversely affecting more than five percent (5%) of the County's revenue or tax base. The only remedy for failure by the County to comply with this covenant shall be an action for specific performance. Moreover, the County has specifically reserved the right to amend the covenant to reflect any change in Section 1-11-85 without the consent of any bondholder.

*CUSIP Numbers:* It is anticipated that CUSIP identification numbers will be printed on the Bonds, but neither the failure to print such numbers on any Bond nor any error with respect thereto shall constitute cause for failure or refusal by the Purchaser thereof to accept delivery of and pay for said Bonds. All expenses of preparation of the Bonds shall be paid by the County, but the CUSIP Bureau charge for the assignment of the numbers shall be paid by the Purchaser of the Bonds.

*Additional Information:* Persons seeking information should communicate with Katherine Doucette, County Administrator, Lexington County, Lexington County Administration Building, 212 S. Lake Drive, Lexington, South Carolina 29072, (telephone (803) 785-8100) or Theodore B. DuBose, Esquire, Haynsworth Sinkler Boyd, P.A., 1201 Main Street, Columbia, South Carolina 29201 (telephone (803) 779-3080).

*This Notice is given to evidence the County's intent to receive bids for and award the Bonds on the date stated above. Such sale may be postponed prior to the time bids are to be received and as published on Thomson Municipal Market Monitor, Bloomberg, or other electronic information service. If canceled, the sale may be thereafter rescheduled within 60 days of the date of the publication of this Official Notice of Sale, and notice of such rescheduled date of sale will be posted at least 48 hours prior to the time for receipt of bids on Thomson Municipal Market Monitor, Bloomberg, [i-dealprospectus.com](http://i-dealprospectus.com) or other electronic information service.*

County Administrator  
Lexington County, South Carolina

**FORM OF CONTINUING DISCLOSURE CERTIFICATE**

This Continuing Disclosure Certificate (the "Disclosure Certificate") is executed and delivered this \_\_\_ day of \_\_\_\_\_, 2006, by Lexington County, South Carolina (the "County" or the "Issuer") in connection with the issuance of the County's \$\_\_\_\_\_ General Obligation Bonds, Series 2006(A/B)(Taxable Series) (the "Bonds").

The Bonds are being issued pursuant to an Ordinance (the "Ordinance") adopted \_\_\_\_\_, 2006 (the "Ordinance"), by the County Council of the County (the "County Council") authorizing the issuance of the Bonds. The County covenants and agrees as follows:

**Section 1. Purpose of the Disclosure Certificate.** This Disclosure Certificate is being executed and delivered by the County for the benefit of the holders and Beneficial Owners of the Bonds and in order to assist the Participating Underwriters in complying with S E C. Rule 15c2-12(b)(5).

**Section 2. Definitions.** In addition to the definitions set forth in the Ordinance, which apply to any capitalized terms used in this Section, the following capitalized terms shall have the following meanings:

**"Annual Report"** means the annual report provided by the County pursuant to, and as described in, Sections 3 and 4 of this Disclosure Certificate

**"Beneficial Owner"** means any person which (a) has the power, directly or indirectly, to vote or consent with respect to, or to dispose of ownership of, any Bonds (including persons holding Bonds through nominees, depositories or other intermediaries), or (b) is treated as the owner of any Bonds for federal income tax purposes

**"Dissemination Agent"** means any person designated in writing by the County and which has filed with the County a written acceptance of such designation

**"Listed Events"** means any of the events listed in Section 5(a) of this Disclosure Certificate

**"National Repository"** means any Nationally Recognized Municipal Securities Information Repository for purposes of the Rule. The National Repositories currently approved by the Securities and Exchange Commission are set forth in Exhibit "A". To the extent permitted by United States Securities and Exchange Commission, the filing of any information hereunder with the facilities of the Texas Municipal Council at [www.disclosureusa.com](http://www.disclosureusa.com) shall constitute a filing of the same with all National Repositories.

**"Official Statement"** means the Official Statement dated \_\_\_\_\_, 2006, prepared in connection with the Bonds.

**"Participating Underwriter"** means any of the original underwriters of the Bonds required to comply with the Rule in connection with the offering of the Bonds

**"Repository"** means each National Repository and each State Repository.

“Rule” means Rule 15c2-12(b)(5) adopted by the Securities and Exchange Commission under the Securities Exchange Act of 1934, as the same may be amended from time to time.

“State” means the State of South Carolina.

“State Repository” means any public or private repository or entity designated by the State as a state repository for purposes of the Rule and recognized as such by the Securities and Exchange Commission. As of the date of this Disclosure Certificate, there is no State Repository.

**Section 3. Provision of Annual Reports.** (a) The County shall, not later seven (7) months from the end of the County's fiscal year (currently June 30), commencing with the report for the fiscal year ending June 30, 2006, provide to each Repository an Annual Report which is consistent with the requirements of Section 4 of this Disclosure Certificate. The Annual Report may be submitted as a single document or as separate documents comprising a package, and may cross-reference other information as provided in Section 4 of this Certificate; *provided, however*, that the audited Comprehensive Annual Financial Report of the County for the fiscal year ending June 30, 2006, and for each subsequent fiscal year may be submitted separately from the remainder of the Annual Report, and later than the date required for the filing of the Annual Report if they are not available by that date. The County shall make a copy of any Annual Report available to any person who requests a copy at a cost not exceeding the reasonable cost of duplication and delivery. If the County's fiscal year changes, it shall give notice of such change in the same manner as for a Listed Event under Section 5(a).

(b) If the County is unable to provide to the Repositories an Annual Report by the date required in subsection (a) above, the County shall send a notice to each Repository in substantially the form attached hereto as Exhibit “B”.

(c) In the event that there is a Dissemination Agent, then not later than fifteen (15) business days prior to each due date, commencing \_\_\_\_\_, \_\_\_\_\_, the County shall provide the Annual Report to the Dissemination Agent for distribution to the Repositories. In connection with this distribution of the Annual Report, the Dissemination Agent shall:

(i) determine each year prior to the date for providing the Annual Report the name and address of each National Repository and each State Repository, if any, and

(ii) file a report with the County certifying that the Annual Report has been provided pursuant to this Disclosure Certificate, stating the date it was provided and listing all the Repositories to which it was provided.

**Section 4. Contents of Annual Reports.** The Annual Report shall contain or incorporate by reference the following:

(a) The audited Comprehensive Annual Financial Report of the County for the fiscal year ended on the previous June 30, prepared in accordance with generally accepted accounting principles applicable to government entities from time to time by the Governmental Accounting Standards Board. If the County's audited financial statements are not available by the time the Annual Report is required to be filed pursuant to Section 3(a), the Annual Report shall include unaudited financial statements in a format similar to the financial statements contained in the Official Statement or summarized under the heading, “THE COUNTY FINANCIAL AND TAX INFORMATION – Five Year Summary of General Fund Operations”, and the audited financial statements shall be filed in the same manner as the Annual Report when they become available.

- (b) Total expected appropriations to the Issuer from the State of South Carolina for the then current Fiscal Year,
- (c) Most recently finalized Market Value/Assessment Summary, including manufacturers' property exempt from taxes of Issuer;
- (d) Tax levy and collections for prior Fiscal Year;
- (e) Ten Largest Taxpayers for prior Fiscal Year;
- (f) Tax Levy (in mills) for then current Fiscal Year;
- (g) Summary of General Fund Budget for then current Fiscal Year,

The Annual Report may consist of one or more documents. Any or all of the items listed above may be included by specific reference to other documents, including official statements of debt issues of the County, which have been submitted by the County to each of the Repositories. If the document included by reference is a final official statement, it must be available from the Municipal Securities Rulemaking Board. The County shall clearly identify each such other document so included by reference.

**Section 5. Reporting of Significant Events.** (a) Pursuant to the provisions of this Section 5, the County shall give, or cause to be given, notice of the occurrence of any of the following events with respect to the Bonds, if material:

- (i) principal and interest payment delinquencies;
- (ii) non-payment related defaults;
- (iii) unscheduled draws on debt service reserves reflecting financial difficulties;
- (iv) unscheduled draws on credit enhancement reflecting financial difficulties;
- (v) substitution of the credit or liquidity providers or their failure to perform;
- (vi) adverse tax opinions or events affecting the tax-exempt status of the Bonds;
- (vii) modifications to rights of bondholders;
- (viii) bond calls;
- (ix) defeasances;
- (x) release, substitution, or sale of property securing repayment of the securities, and
- (xi) rating changes.

(b) Whenever the County obtains knowledge of the occurrence of a Listed Event, the **County Administrator** shall as soon as possible determine if such event would be material under federal securities laws.

(c) If the **County Administrator** determines that knowledge of the occurrence of a Listed Event would be material under applicable federal securities laws, the County shall promptly file a notice of such occurrence with the Municipal Securities Rulemaking Board and each Repository, *provided*, that any notice of any event listed under (a)(viii) or (ix) above need not be given any earlier than the notice (if any) of such event is given to holders of affected Bonds pursuant to the Ordinance

**Section 6. Termination of Reporting Obligation.** The County's obligations under this Disclosure Certificate shall terminate upon the legal defeasance, prior redemption or payment in full of all of the Bonds. If such termination occurs prior to the final maturity of the Bonds, the County shall give notice of such termination in the same manner as for a Listed Event under Section 5(c).

**Section 7. Dissemination Agent.** The County may, from time to time, appoint or engage a Dissemination Agent to assist in its carrying out its obligations under this Disclosure Certificate, and may discharge any such Dissemination Agent, with or without appointing a successor Dissemination Agent. The Dissemination Agent shall not be responsible in any manner for the content of any notice or report prepared by the County pursuant to this Disclosure Certificate.

**Section 8. Amendment; Waiver.** Notwithstanding any other provision of this Disclosure Certificate, the County may amend this Disclosure Certificate, and any provision of this Disclosure Certificate may be waived, provided that the following conditions are satisfied:

(a) If the amendment or waiver relates to the provisions of Sections 3(a), 4 or 5(a), it may only be made in connection with a change in circumstances that arises from a change in legal requirements or change in law;

(b) The undertaking, as amended or taking into account such waiver, would, in the opinion of nationally recognized bond counsel, have complied with the requirements of the Rule at the time of the original issuance of the Bonds, after taking into account any amendments or interpretations of the Rule, as well as any change in circumstances; and

(c) The amendment or waiver does not, in the opinion of nationally recognized bond counsel, materially impair the interests of the holders or Beneficial Owners of the Bonds.

In the event of any amendment or waiver of a provision of this Disclosure Certificate, the County shall describe such amendment in the next Annual Report, and shall include, as applicable, a narrative explanation of the reason for the amendment or waiver and its impact on the type (or in the case of a change of accounting principles, on the presentation) of financial information or operating data being presented by the County. In addition, if the amendment relates to the accounting principles to be followed in preparing financial statements, (i) notice of such change shall be given in the same manner as for a Listed Event under Section 5(c), and (ii) the Annual Report for the year in which the change is made should prepare a comparison (in narrative form and also, if feasible, in quantitative form) between the financial statements as prepared on the basis of the new accounting principles and those prepared on the basis of the former accounting principles.

**Section 9. Additional Information.** Nothing in this Disclosure Certificate shall be deemed to prevent the County from disseminating any other information, using the means of dissemination set forth in this Disclosure Certificate or any other means of communication, or including any other information in any Annual Report or notice of occurrence of a Listed Event, in addition to that which is required by this Disclosure Certificate. If the County chooses to include any information in any Annual Report or notice of occurrence of a Listed Event in addition to that which is specifically required by this Disclosure Certificate,

the County shall have no obligation under this Disclosure Certificate to update such information or include it in any future Annual Report or notice of occurrence of a Listed Event.

**Section 10. Default.** In the event of a failure of the County to comply with any provision of this Disclosure Certificate, any holder or Beneficial Owner of the Bonds may take such actions as may be necessary and appropriate, including seeking *mandamus* or specific performance by court order, to cause the County to comply with its obligations under this Disclosure Certificate. A default under this Disclosure Certificate shall not be deemed an event of default under the Ordinance, and the sole remedy under this Disclosure Certificate in the event of any failure of the County to comply with this Disclosure Certificate shall be an action to compel performance.

**Section 11. Duties, Immunities and Liabilities of the Dissemination Agent.** The Dissemination Agent shall have only such duties as are specifically set forth in this Disclosure Certificate, and the County agrees, to the extent permitted by law, to indemnify and save that Dissemination Agent, its officers, directors, employees and agents, harmless against any loss, expense and liabilities which it may incur arising out of or in the exercise or performance of its powers and duties hereunder, including the costs and expenses (including attorneys' fees) of defending against any claim of liability, but excluding liabilities due to the Dissemination Agent's negligence or willful misconduct. The obligations of the County under this Section shall survive resignation or removal of the Dissemination Agent and payment of the Bonds.

**Section 12. Beneficiaries.** This Disclosure Certificate shall inure solely to the benefit of the County, the Dissemination Agent, the Participating Underwriters and holders and Beneficial Owners from time to time of the Bonds, and shall create no rights in any other person or entity. This Disclosure Certificate is not intended to create any monetary rights on behalf of any person.

**Section 13. State-Mandated Continuing Disclosure.** In addition to the requirements set forth in Section 3 of this Disclosure Certificate (with respect to the filing of the Annual Report) and in Section 5 of this Disclosure Certificate (with respect to the reporting of Listed Events), the County further agrees, pursuant to the requirements of S.C. Code Section 1-11-85, to file upon request with a central information repository (a) its annual independent audit within thirty (30) days of its receipt, and (b) event-specific information within thirty (30) days of an event adversely affecting more than five percent (5%) of its revenue or tax base. The County expects that, in meeting the requirements of Sections 3 and 5 of this Disclosure Certificate, it also will meet the requirements of this Section 13, however, to the extent that certain information is required to be filed pursuant to State law which is not required to be filed under the Rule or the other provisions of this Disclosure Certificate, the County will provide notice of such information to each Repository.

**LEXINGTON COUNTY, SOUTH CAROLINA**

\_\_\_\_\_  
**County Administrator, Lexington County,  
South Carolina**

Dated: \_\_\_\_\_, 2006

**EXHIBIT "A"**

The following are National Recognized Municipal Securities Repositories approved by the Securities and Exchange Commission as of \_\_\_\_\_, 2006:

**Bloomberg Municipal Repository**

100 Business Park Drive  
Skillman, NJ 08558-3629  
Phone: (609) 279-3225  
Fax: (609) 279-5962  
Email: munis@bloomberg.com

**FT Interactive Data**

Attn: NRMSIR  
100 William Street, 15<sup>th</sup> Floor  
New York, NY 10038  
Phone: (212) 771-6999  
Fax: (212) 771-7390 (Secondary Market Info.)  
Fax: (212) 771-7391 (Primary Market Information)  
Email: nrmsir@ftid.com

**Standard & Poor's Securities Evaluations, Inc.**

55 Water Street, 45<sup>th</sup> Floor  
New York, NY 10041  
Phone: (212) 438-4595  
Fax: (212) 438-3975  
Email: nrmsir\_repository@sandp.com

**DPC Data, Inc.**

One Executive Drive  
Fort Lee, NJ 07024  
Phone: (201) 346-0701  
Fax: (201) 947-0107  
Email: nrmsir@dpcdata.com

EXHIBIT "B"

**NOTICE TO REPOSITORIES OF FAILURE TO FILE ANNUAL REPORTS**

Name of Issuer: Lexington County, South Carolina

Name of Bond Issue: \$\_\_\_\_\_ General Obligation Bonds, Series 2006(A/B)(Taxable Series)

Date of Issuance: \_\_\_\_\_1, 2006

NOTICE IS HEREBY GIVEN that the Issuer has not provided an Annual Report with respect to the above-referenced Bonds as required by Section 3 of the Continuing Disclosure Certificate dated \_\_\_\_\_, 2006. The Issuer anticipates that the Annual Report will be filed by \_\_\_\_\_.

Dated: \_\_\_\_\_, \_\_\_\_\_

**LEXINGTON COUNTY, SOUTH CAROLINA**

\_\_\_\_\_  
BY: Title

**(FORM OF BOND)**

**UNITED STATES OF AMERICA  
STATE OF SOUTH CAROLINA  
COUNTY OF LEXINGTON  
(TAXABLE) GENERAL OBLIGATION BOND ANTICIPATION NOTE OF 2006**

No. 1 \_\_\_\_\_ \$ \_\_\_\_\_

<u>INTEREST RATE</u>	<u>MATURITY DATE</u>	<u>ORIGINAL ISSUE DATE</u>	<u>CUSIP</u>
%			

Registered Holder:

Principal Amount:

KNOW ALL MEN BY THESE PRESENTS that Lexington County, South Carolina (the "County") hereby acknowledges itself indebted, and for value received promises to pay to the registered owner hereof (named above) or registered assigns, the principal sum of \_\_\_\_\_ DOLLARS at Office of the County Treasurer of Lexington County in the City of Lexington, State of South Carolina on the \_\_\_ day of \_\_\_\_\_, 200\_, and to pay interest, calculated on the basis of a 360-day year consisting of twelve 30-day months, on said principal sum from the date hereof, at the rate of \_\_\_ per centum (\_\_\_%) per annum, payable upon the maturity of this note. This note is not subject to prepayment prior to its maturity.

Both the principal of and interest on this note are payable in any coin or currency of the United States of America which is, at the time of payment, legal tender for the payment of public and private debts.

This note is the single Bond Anticipation Note (the "Note"), issued by the County, pursuant to the authorization of Title 11, Chapter 17, Code of Laws of South Carolina, 1976, as amended, in anticipation of the receipt of the proceeds to be derived from the general obligation bonds of the County (the "Bonds") to be issued pursuant to and in accordance with the provisions of the Constitution and Laws of the State of South Carolina including Article X, Section 14 of the Constitution of the State of South Carolina, 1895, as amended; Title 11, Chapter 27, Code of Laws of South Carolina 1976, as amended; Title 4, Chapter 15 of the Code of Laws of South Carolina 1976, as amended, and an Ordinance duly adopted by the County Council of the County on \_\_\_\_\_, 2006 (the "Ordinance"). The full faith, credit, resources and taxing power of the County and the proceeds to be derived from the sale of Bonds are pledged for the payment of the principal of and interest on the Notes.

This Note and the interest hereon are exempt from all state, county, municipal, school County, and all other taxes or assessments of the State of South Carolina, direct or indirect, general or special, whether imposed for the purpose of general revenue or otherwise, except inheritance, estate or transfer taxes, but the interest hereon may be included as franchise fees or taxes

This Note is being issued by means of a book-entry system with no physical distribution of certificates to be made. This Note, registered in the name of the Securities Depository Nominee, is being issued and required to be deposited with the Securities Depository and immobilized in its custody. The book-entry system will evidence positions held in the Note by the Securities Depository's Participants, beneficial ownership of the Note in the principal amount of \$5,000 or any multiple thereof being evidenced in the records of such Participants. Transfers of ownership shall be effected on the records of the Securities Depository and its Participants pursuant to rules and procedures established by the Securities Depository and its Participants. The County and the Registrar/Paying Agent will recognize the Securities Depository Nominee, while the registered owner of this Note, as the owner of this Note for all purposes, including payments of principal of and interest on this Note, notices and voting. Transfer of principal and interest payments to Participants of the Securities Depository will be the responsibility of the Securities Depository, and transfer of principal and interest payments to beneficial owners of this Note by Participants of the Securities Depository will be the responsibility of such Participants and other nominees of such beneficial owners. The County will not be responsible or liable for such transfers of payments or for maintaining, supervision or reviewing the records maintained by the Securities Depository, the Securities Depository Nominee, its Participants or persons acting through such Participants. While the Securities Depository Nominee is the owner of this Note, notwithstanding the provision hereinabove contained, payments of principal of and interest on this Note shall be made in accordance with existing arrangements between the Registrar/Paying Agent or its successors under the Ordinance and the Securities Depository

IT IS HEREBY CERTIFIED AND RECITED that all acts, conditions and things required by the Constitution and Statutes of the State of South Carolina to exist, to happen, or to be performed precedent to or in the issuance of this Note do exist, have happened, and have been performed in regular and due time, form and manner, and the amount of this Note does not exceed any constitutional or statutory limitation.

**IN WITNESS WHEREOF**, Lexington County, South Carolina, has caused this Note to be signed in its name by the manual signature of the Chairman of the Lexington County Council and its corporate seal to be hereon reproduced and attested to by the manual signature of the Clerk to the Lexington County Council.

**LEXINGTON COUNTY, SOUTH CAROLINA**

(SEAL)

By \_\_\_\_\_  
Chairman, Lexington County Council

Attest:

\_\_\_\_\_  
Clerk, Lexington County Council

**CERTIFICATE OF AUTHENTICATION**

This Note is one of the Note of the issue described in the within mentioned Ordinance.

**REGISTRAR**

By \_\_\_\_\_  
Authorized Officer, Lexington County, South Carolina

Authentication Date:

STATE OF SOUTH CAROLINA

COUNTY OF LEXINGTON

I, the undersigned, Clerk of the County Council of Lexington County, South Carolina ("County Council"), **DO HEREBY CERTIFY:**

That the foregoing constitutes a true, correct and verbatim copy of an Ordinance which was given three (3) readings on three (3) separate days, with an interval of not less than seven (7) days between the second and third readings. That each of said meetings was duly called, and all members of the County Council were notified of the same; that all/a majority of the membership were notified of each meeting and remained throughout the proceedings incident to the adoption of this Ordinance. Such Ordinance has not been amended, modified or rescinded as of the date hereof. The original of this Ordinance is duly entered in the permanent records of minutes of meetings of the County Council, in my custody as such Clerk..

IN WITNESS WHEREOF, I have hereunto set my Hand and the Seal of the County, this \_\_\_\_\_ day of \_\_\_\_\_, 2006.

*(SEAL)*

\_\_\_\_\_  
Clerk, County Council of Lexington County,  
South Carolina

First reading: \_\_\_\_\_, 2006

Second reading: \_\_\_\_\_, 2006

Third reading: \_\_\_\_\_, 2006

ORDINANCE NO. 06-06

**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 certain tracts of real estate described in Exhibit A attached to this Ordinance (as such description may be hereafter refined) ("Property").

**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.

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

**LEXINGTON COUNTY, SOUTH CAROLINA**

(SEAL)

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

ATTEST:

By: \_\_\_\_\_

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

First Reading: \_\_\_\_\_

Second Reading: \_\_\_\_\_

Public Hearing: \_\_\_\_\_

Third Reading: \_\_\_\_\_

STATE OF SOUTH CAROLINA )  
 )  
COUNTY OF LEXINGTON )

I, the undersigned Clerk to County Council of Lexington County, South Carolina, do hereby certify that attached hereto is a true, accurate and complete copy of an ordinance which was given reading, and received majority approval, by the County Council at meetings of \_\_\_\_\_, 2006, \_\_\_\_\_, 2006 and \_\_\_\_\_, 2006, at which meetings a quorum of members of County Council were present and voted, and an original of which ordinance is filed in the permanent records of the County Council.

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

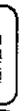
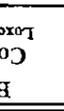
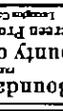
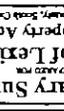
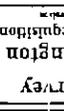
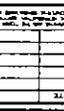
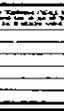
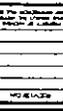
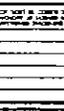
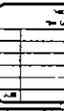
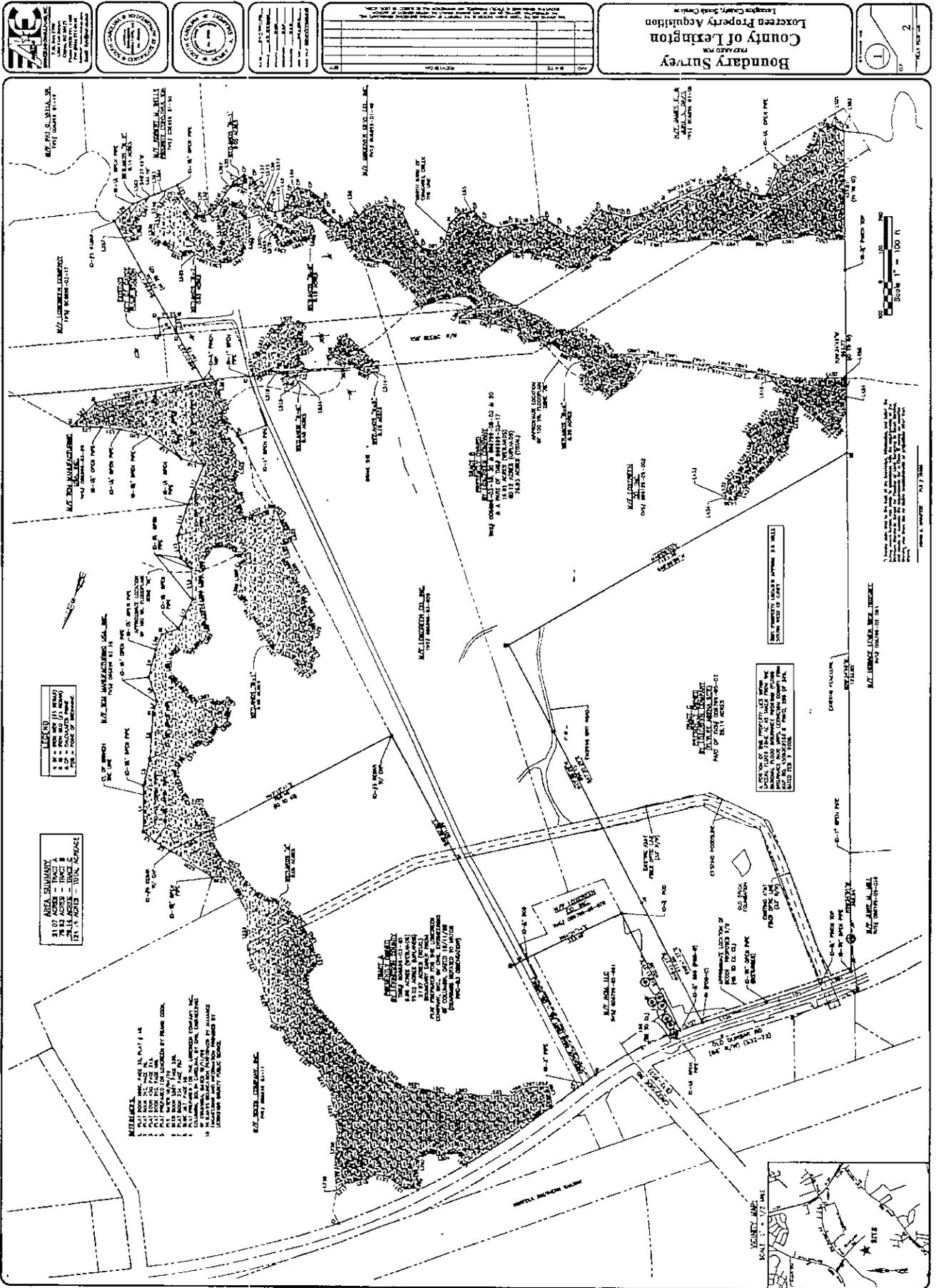
Dated: \_\_\_\_\_, 2006

**EXHIBIT A**  
**LAND DESCRIPTION**

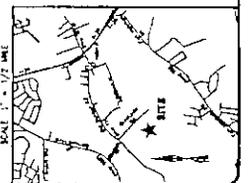
All that certain pieces, parcels or tracts of land, situate, lying and being in Lexington County shown as Tracts A, B, C and all wetlands on a plat prepared by American Engineering Consultants, Inc. dated June 30, 2006 entitled Boundary Survey Prepared for County of Lexington and having such measurements as are shown on said plat, reference thereto being made for a more complete description and a copy of said plat is attached hereto and incorporated herein by reference.

TMS: 006896-03-018  
006896-03-017  
006799-05-002  
006896-03-020

PLAT REDUCED IN SIZE--NOT TO SCALE



Boundary Survey  
 Loudoun Property Acquisition  
 M. J. LINDSEY, LLC.  
 Loudoun County, Virginia



THIS SURVEY WAS MADE IN ACCORDANCE WITH THE SURVEYING ACT OF 1968 AND THE SURVEYING REGULATIONS OF THE BOARD OF SURVEYING AND MAPPING, STATE OF VIRGINIA. THE SURVEYOR HAS REVIEWED THE RECORDS OF THE LAND RECORDS OFFICE AND HAS FOUND NO RECORDS OF ANY INTERESTS IN THE LAND DESCRIBED HEREIN. THE SURVEYOR HAS ALSO REVIEWED THE RECORDS OF THE LAND RECORDS OFFICE AND HAS FOUND NO RECORDS OF ANY INTERESTS IN THE LAND DESCRIBED HEREIN.

ALL RIGHTS RESERVED BY M. J. LINDSEY, LLC. NO PART OF THIS SURVEY MAY BE REPRODUCED OR TRANSMITTED IN ANY FORM OR BY ANY MEANS, ELECTRONIC OR MECHANICAL, INCLUDING PHOTOCOPYING, RECORDING, OR BY ANY INFORMATION STORAGE AND RETRIEVAL SYSTEM, WITHOUT PERMISSION IN WRITING FROM M. J. LINDSEY, LLC.

THIS SURVEY WAS MADE IN ACCORDANCE WITH THE SURVEYING ACT OF 1968 AND THE SURVEYING REGULATIONS OF THE BOARD OF SURVEYING AND MAPPING, STATE OF VIRGINIA. THE SURVEYOR HAS REVIEWED THE RECORDS OF THE LAND RECORDS OFFICE AND HAS FOUND NO RECORDS OF ANY INTERESTS IN THE LAND DESCRIBED HEREIN. THE SURVEYOR HAS ALSO REVIEWED THE RECORDS OF THE LAND RECORDS OFFICE AND HAS FOUND NO RECORDS OF ANY INTERESTS IN THE LAND DESCRIBED HEREIN.

M. J. LINDSEY, LLC.  
 1011 MARKET STREET  
 LOUDOUN COUNTY, VIRGINIA 22078  
 PHONE: 540-571-1111  
 FAX: 540-571-1112  
 EMAIL: MJ@LINDSEYLLC.COM  
 WEBSITE: WWW.LINDSEYLLC.COM

**AREA SUMMARY**  
 21.07 ACRES - TRACT A  
 2.14 ACRES - TRACT B  
 1.14 ACRES - TRACT C  
 24.35 ACRES - TOTAL ACRES

**LEGEND**  
 1/8" = 100 FEET (1/8" BEARING)  
 1/8" = 100 FEET (1/8" BEARING)  
 1/8" = 100 FEET (1/8" BEARING)

**METADATA**  
 DATE: 10/14/2014  
 TIME: 10:00 AM  
 SURVEYOR: M. J. LINDSEY, LLC.  
 PROJECT: BOUNDARY SURVEY  
 CLIENT: M. J. LINDSEY, LLC.  
 LOCATION: LOUDOUN COUNTY, VIRGINIA  
 SCALE: 1" = 100 FEET  
 DRAWN BY: M. J. LINDSEY, LLC.  
 CHECKED BY: M. J. LINDSEY, LLC.  
 APPROVED BY: M. J. LINDSEY, LLC.



STATE OF SOUTH CAROLINA )

)

)

COUNTY OF LEXINGTON )

COUNTY OF CALHOUN )

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

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

**RECITALS**

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

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

**WHEREAS**, 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 tracts of real estate. Said tracts are described on Exhibit A attached hereto, the description of which may be clarified by agreement of the parties.

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

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

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

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

[SIGNATURES ON FOLLOWING PAGES]

EXECUTION PAGE  
TO

AMENDMENT OF AGREEMENT FOR JOINT COUNTY INDUSTRIAL PARK

LEXINGTON COUNTY COUNCIL:

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

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

EXECUTION PAGE  
TO

AMENDMENT OF AGREEMENT FOR JOINT COUNTY INDUSTRIAL PARK

CALHOUN COUNTY COUNCIL:

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

ATTEST:

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

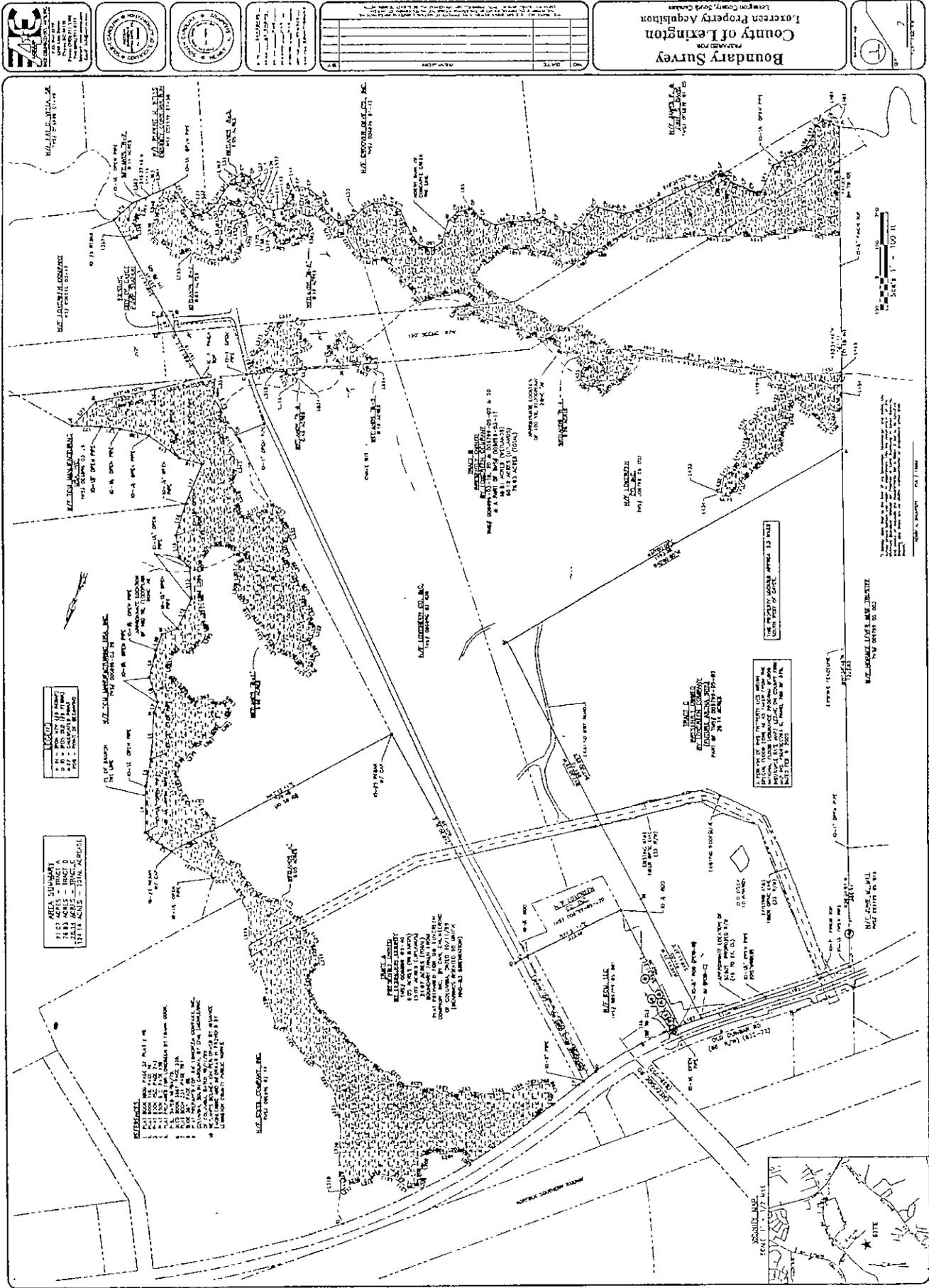
EXHIBIT A

LAND DESCRIPTION

All that certain pieces, parcels or tracts of land, situate, lying and being in Lexington County shown as Tracts A, B, C and all wetlands on a plat prepared by American Engineering Consultants, Inc. dated June 30, 2006 entitled Boundary Survey Prepared for County of Lexington and having such measurements as are shown on said plat, reference thereto being made for a more complete description and a copy of said plat is attached hereto and incorporated herein by reference.

TMS: 006896-03-018  
006896-03-017  
006799-05-002  
006896-03-020

PLAT REDUCED IN SIZE--NOT TO SCALE.





**COUNTY OF LEXINGTON, SOUTH CAROLINA**

**ORDINANCE NO. 06-07**

**AN ORDINANCE APPROVING THE AGREEMENT BETWEEN THE COUNTY OF LEXINGTON AND RIBEAU ENTERTAINMENT, LLC REGARDING RELOCATION OF HOCKEY TEAM AND CONSTRUCTION OF ARENA.**

WHEREAS, the County of Lexington (hereinafter "the County") is in the process of purchasing certain property from Loxcreen Company; and

WHEREAS, Ribeau Entertainment, LLC (hereinafter referred to as "Ribeau") has agreed to relocate its hockey team to Lexington County; and

WHEREAS, Ribeau has agreed to build a multi-purpose arena in Lexington County which will contain approximately six thousand five hundred (6,500) seats; and

WHEREAS, the relocation of the hockey team and construction of the arena will serve important economic and public interests in Lexington County; and

WHEREAS, the County has determined that it would be in the County's best interests to provide twenty-six and twenty-four hundredths (26.24) acres of property that the County is purchasing from Loxcreen Company to Ribeau for the purpose of constructing the arena;

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

Section 1. The Agreement presented to the Council and attached hereto as Exhibit "A" is hereby approved.

Section 2. The Chairman of the Lexington County Council is hereby authorized and directed to execute the Agreement attached hereto as Exhibit "A" and any other documents related to the transfer of the subject property as set forth in the Agreement.

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: \_\_\_\_\_

STATE OF SOUTH CAROLINA )  
 )  
COUNTY OF LEXINGTON )

AGREEMENT

This Agreement made and entered into this \_\_\_\_ day of \_\_\_\_\_, 2006, by and between Ribeau Entertainment, LLC (hereinafter referred to as "Ribeau") and County of Lexington, South Carolina (hereinafter referred to as "County")

WITNESSETH THAT:

WHEREAS, the principals of Ribeau own or control the hockey team currently known as the "Columbia Infernos" (hereinafter referred to as "the Hockey Team"), a member of the East Coast Hockey League, and

WHEREAS, the present venue in which the Hockey Team plays is not suitable, and Ribeau and the County have agreed that land will be provided by the County (the "Real Property" hereinafter described), that Ribeau will develop an Entertainment and Sports Complex (the "Arena") which will be suitable for use by the Hockey Team, and for other public entertainment events, and

WHEREAS, the parties hereto do desire to reduce to writing their various agreements regarding the development of the Arena, its operation and other matters related to other permitted uses of the Real Property,

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS that for and in consideration of Five (\$5.00) Dollars in hand to each party paid by the other, and further consideration of the mutual covenants and agreements hereinafter carefully set forth, the parties hereto do agree as follows:

1. Real Property. The Real Property which is the subject of this Agreement is more particularly described on Exhibit "A," attached hereto and made a part hereof. The County agrees to provide a survey of the Property on or before Closing.
2. Contribution of Real Property. Subject to the terms, conditions and provisions of this Agreement, the County agrees to convey the Real Property to Ribeau for the uses hereinafter described. Other than the agreements and restrictions herein set forth, no consideration will be paid to the County for the Real Property, it being in the common interest of the parties hereto that the Property be developed as set forth in this Agreement. The conveyance shall be by Limited Warranty deed.
3. Contingency.
  - A. The obligations of the County hereunder shall be expressly contingent upon its acquisition of the Real Property described on Exhibit "A," attached hereto and made a part hereof, at or before the time set for Closing hereunder.

- B. The obligations of the County hereunder shall also be expressly contingent on the County approving this agreement by the ordinance process and pursuant to any applicable requirements of the County Ordinance as to disposal of County-owned property.
- C. The obligation of the County hereunder shall also be expressly contingent on the real property being placed into a multicounty industrial park.

If any contingency is not met, the County may declare this agreement to be null and void with no liability as to either party.

4. Commitment. For and in consideration of the County expending time and resources in the ordinance approval process, upon execution of this agreement by Ribeau, Ribeau shall not revoke its approval to this agreement for a period of six (6) months after the date of execution by Ribeau.

5. Development of Entertainment Arena. Ribeau, at its sole expense, shall develop a Multi-Purpose Arena, which will contain approximately 6,500 seats, which development shall include, but not be limited to, the following:

- a) The design of the Arena, including all necessary utilities, ice production facilities, parking and other usual and customary amenities, which design shall be subject to the reasonable approval of the County, which approval shall not be unreasonably withheld, denied or delayed;
- b) Prepare a development budget describing in reasonable detail the anticipated costs for the development of the Arena;
- c) Arrange for the necessary debt financing and equity required for the construction of all improvements necessary for the Arena;
- d) Contract with engineers, architects and other professionals necessary for the development and construction of the Arena;
- e) Contract with a general contractor for the construction of all improvements necessary for the Arena; and
- f) Enter into any management agreements deemed appropriate by Ribeau for the management of the Arena.

6. Assistance by County. The County agrees that it will take such action through its County Council as may be necessary to cause this development project to be eligible for tax-free financing, if such tax free financing is available and if such tax free financing will not create any financial obligation for the County.

7. Commencement. Ribeau agrees that it will commence construction of the Arena, as described above, within six (6) months after the date of Closing, as hereinafter defined and that it will diligently pursue such construction, so that the Arena will be completed within twenty-four (24) months after its commencement, unless delay is the result of acts of God, *force*

*majeure*, or other matters beyond the reasonable control of Ribeau and its contractor. Upon the failure to commence construction in the six (6) months, Ribeau shall reconvey the property to the County. The County may extend the time to commence construction to nine (9) months if the County is reasonably satisfied with the progress toward the construction of the Arena.

8. Use of Real Property. For a period of fifteen (15) years from the date of Closing, Ribeau agrees that the facility constructed as the Entertainment and Sports Complex shall be used only for hockey, and other public sports and entertainment events and for activities usual and attendant to such events, including sales of sports memorabilia, and sale of food and beverages. Other portions of the Real Property may be used by Ribeau for the construction and operation of a public ice facility for use by members of the general public (for an admissions fee) for public skating, amateur hockey games and similar ice events, as well as for a hotel with or without restaurant facilities, and for such other purposes as the parties hereto may agree. In the event that the Arena constructed as provided in Paragraph 3 hereof shall not be operated for a period of fifteen (15) years as herein contemplated, title to the Real Property shall be reconveyed to the County, subject to the rights of lien creditors thereto having previously attached.

9. Closing. The Closing for the conveyance of the Real Property to Ribeau by the County shall occur at a time and place mutually agreeable to the parties hereto, but no later than one (1) year from the date hereof. In no event shall the County be obligated to convey the Real Property to Ribeau unless Ribeau can demonstrate that it has made the necessary financial arrangements to construct the Arena as described in this Agreement. Ribeau shall provide documentation in writing from Ribeau's lender as to the status of the financing of the Arena within five (5) months of execution of this Agreement by Ribeau or any time before the property closing, if such closing occurs sooner than five (5) months.<sup>1</sup> If the County is not satisfied with the loan status, the County may terminate this Agreement with there being no liability to either party. At the Closing, Ribeau will pay any recording fees (formerly known as deed stamps) which may be due in connection with the conveyance, County shall pay to prepare the deed, and Ribeau shall pay all other closing costs. In the event any real property taxes are assessed for the year of the Closing, such taxes shall be prorated, so that Ribeau shall pay only those taxes attributable to the period of time remaining in the tax year after the date of such Closing.

10. Transfer of Property. The real property shall not be transferred until the arena described herein is completed without the written consent of the County. This prohibition shall not apply to any construction mortgage executed by Ribeau for the purpose of constructing the arena described herein.

11. Financing. All costs of financing, design, development and construction shall be borne by Ribeau and, except as herein provided, none of such costs shall be the obligation of the County.

12. Notices.

---

<sup>1</sup> This five (5) months to begin when this Agreement is signed by Ribeau since the process for the County to approve this Agreement will require approval through the ordinance process.

TO RIBEAU:

Ribeau Entertainment, LLC  
c/o Ezra B. Riber, M.D.  
2601 Laurel Street, Suite 130  
Columbia, SC 29204  
Telephone: (803) 779-3263  
Facsimile: (803) 779-3207

WITH A COPY TO:

Michael W. Tighe, Esquire  
Callison Tighe & Robinson, LLC  
1812 Lincoln Street, Suite 200 (29201)  
Post Office Box 1390  
Columbia, SC 29202-1390  
Telephone: (803) 256-2371  
Facsimile: (803) 256-6431

TO COUNTY:

County Administrator  
212 South Lake Drive  
Lexington, SC 29072  
Telephone: (803) 785-8100  
Facsimile(803) 785-8101

WITH A COPY TO:

Jeff M. Anderson, Esquire  
Post Office Box 489  
Lexington, SC 29071  
Telephone(803) 359-2512  
E-mail: [jeffanderson@oldcourthouse.com](mailto:jeffanderson@oldcourthouse.com)  
Facsimile (803) 356-1138

13. Indemnity. Ribeau agrees that, in the event it should decide to locate its Arena on any other property, it will reimburse the County all out-of-pocket expenses including reasonable attorney fees, (excluding any price for the purchase of the Property, but specifically including up to \$10,000.00 of earnest money that may be lost) not to exceed \$100,000.00, which the County may incur in connection with the Real Property, provided, however, that such expenses were necessitated solely by virtue of the intention of the parties hereto that the Real Property be used for Arena purposes. The provisions of this paragraph shall be inapplicable if the County fails to satisfy the contingencies set forth in Section 3 above, and the County elects to terminate the Contract pursuant to Section 3. However, if the contingencies set forth in Section 3 above are not satisfied, but the County elects to proceed with the closing, then the indemnity provisions of this Section shall be applicable.

14. Attorney Fees. Each party shall pay for their own Attorney fees in regard to the agreement and transaction.

15. Governing Law. This agreement and all documents executed in connection herewith shall be construed in accordance and governed by the law of the State of South Carolina.

16. Severability. If any provision of this agreement is declared illegal, invalid, or unenforceable for any reason, the remaining provisions hereof shall be unimpaired and shall remain effective.

17. Binding Agreement. This agreement shall be binding on the parties and their successors. This agreement shall not be assigned without the written consent of the other party.

18. Survival. All terms set forth herein shall survive the transfer and closing of the real property conveyance. Additionally, for record notice purposes, the County may specifically include in the deed any terms set forth herein, but failure to include the terms in the deed shall not affect the survival of all terms set forth herein.

19. Entire Agreement. This agreement supersedes any and all understandings and agreements between the parties and constitutes the sole and entire agreement between the parties. No oral statements or representations whatsoever shall be considered a part hereof. Any amendment to this agreement must be in writing and signed by the party charged therewith.

WITNESS the hands and seals of Ribeau and County as set forth below.

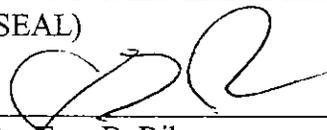
THIS agreement having been approved by County of Lexington at its regular meeting on \_\_\_\_\_ of \_\_\_\_\_, 2006.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals on this the \_\_\_\_\_ day and date first above written.

WITNESSES:

Delora Schmadel  
Tina Beckema

RIBEAU ENTERTAINMENT, LLC, a  
South Carolina limited liability company  
(SEAL)

  
By: Ezra B. Riber  
Its: Manager

COUNTY OF LEXINGTON, SOUTH  
CAROLINA (SEAL)

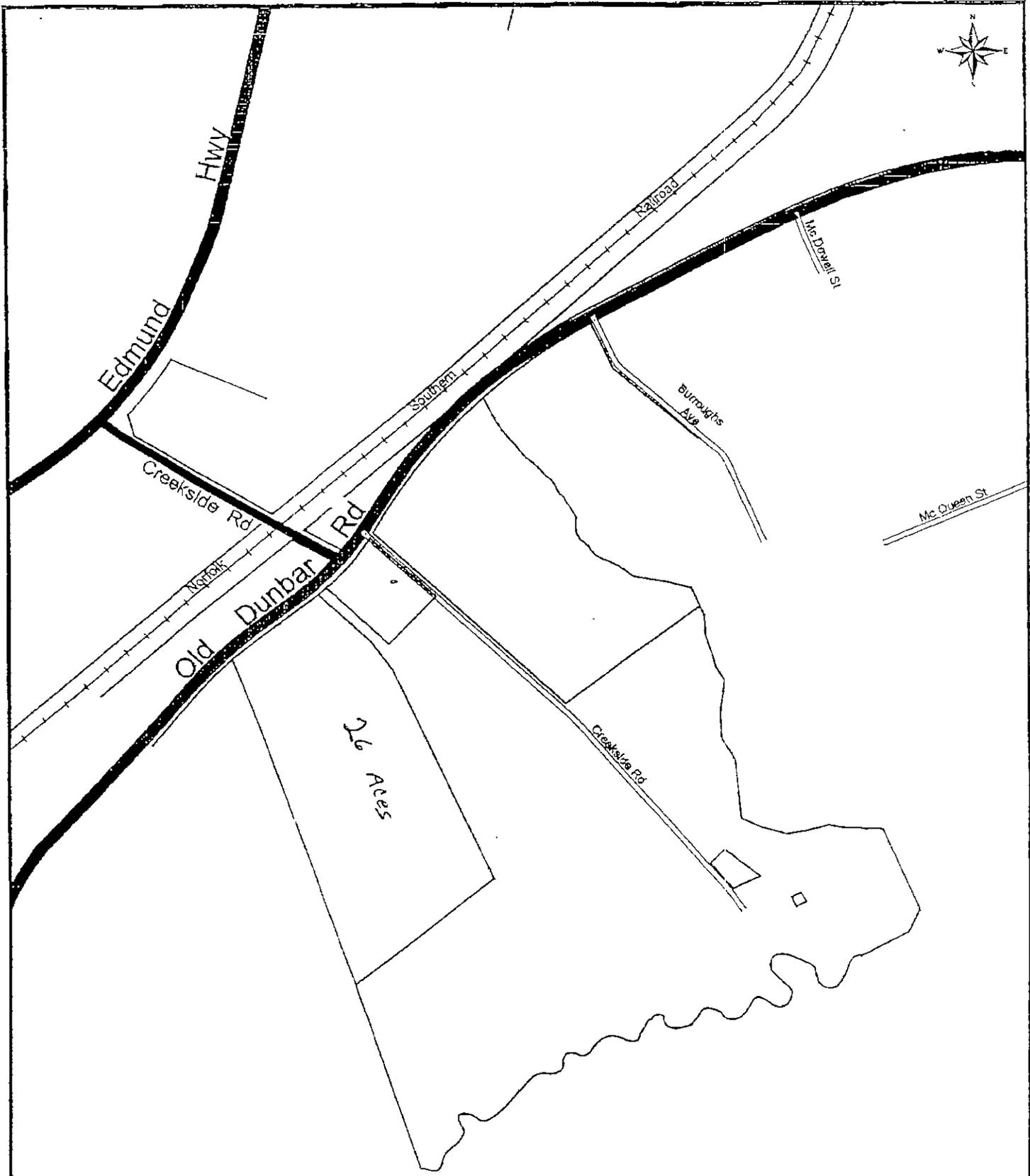
\_\_\_\_\_  
\_\_\_\_\_

By: \_\_\_\_\_  
Its: \_\_\_\_\_

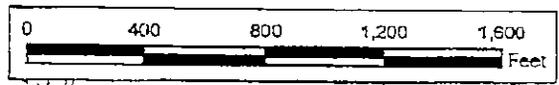
4716.001\Agreement

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EXHIBIT "A"



Map Produced By: Lexington County  
Department of Planning & GIS, 2005  
View Lexington County Maps Online: [www.lexco.com](http://www.lexco.com)  
Barcode Links GIS Property, Mapping & Data Services



ORDINANCE NO. 06-08

AUTHORIZING THE EXECUTION OF AN AMENDED AGREEMENT CREATING A REGIONAL TRANSIT AUTHORITY OF THE GEOGRAPHIC AREAS OF LEXINGTON AND RICHLAND COUNTIES AND THE MUNICIPALITIES CONTAINED THEREIN, TO BE KNOWN AS THE CENTRAL MIDLANDS REGIONAL TRANSIT AUTHORITY; AUTHORIZING A COUNTY-WIDE REFERENDUM ON THE QUESTION OF RATIFYING THE EXECUTION OF THE AMENDED AGREEMENT; AND OTHER MATTERS RELATING THERETO.

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

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

(a) The Central Midlands Regional Transit Authority (the "Authority") was created pursuant to the Regional Transportation Authority Law codified at Title 58, Chapter 25, Code of Laws of South Carolina 1976 as amended (the "Enabling Act) and an Agreement Creating a Regional Transit Authority of the Geographic Area of Lexington and Richland Counties and the Municipalities therein to be known as the Central Midlands Regional Transit Authority (the "Agreement");

(b) County Council approved the Agreement on November 14, 2000.

(c) Article V, Section 2 of the Agreement states:

It is not necessary that the question of creating the Authority be submitted for ratification to the qualified electors of the governmental members to this agreement inasmuch as this agreement does not provide for the imposition of a new source of revenue as contemplated at Section 58-25-30(3) of the Enabling Act."

(d) The Enabling Act provides that:

Property tax revenue must not be used to support operation of the Authority unless the authority has been approved by referendum.

(e) The Board of Directors of the Authority has undertaken an effort to obtain a dedicated source or sources of funding for the operations of the Authority. As part of that effort, the Authority has requested that the County Council take all steps necessary to approve an amendment to the Agreement so as to allow the use of new and additional sources of revenue including the use of property tax.

(f) Pursuant to the Enabling Act, it will be necessary for the County Council to order a county-wide referendum on the question of the ratification of an amendment to the agreement.

(g) The County Council has determined it to be in the best interest of the citizens and residents of Lexington County to approve an amended Agreement and to provide for a referendum as required by the Enabling Act.

SECTION 2. AmendmenLto\_Agreement. The proposed amendment to the agreement as requested by the Board of Directors of the Authority would add the following language to “Article IV, Section 2 – Fiscal Support” of the Agreement:

Additionally, funds for use by the Authority may be provided from tax revenue received by Lexington County from millage levied and collected for that purpose upon all taxable property within Lexington County. The initial level of funding which may be authorized shall not exceed \_\_\_\_\_ mills which shall produce \$1,250,000 of tax revenue

The amendment to the Agreement shall become operational only upon approval of the majority of the voters within the service area voting on the question

SECTION 3. Ordering Referendum. The County Council hereby orders and directs the Lexington County Election Commission to conduct a referendum on the question of ratification of amendment to the Agreement on Tuesday, November 7, 2006, between the hours of 7 a.m. and 7 p.m. under the election laws of the State of South Carolina, *mutatis mutandis*. The Commission shall publish in a newspaper of general circulation the question that is to appear on the ballot, with the list of projects and purposes as set forth herein, and the cost of projects, and shall publish such election and other notices as are required by law

The referendum question to be on the ballot of the referendum to be held in the County on November 7, 2006, must read substantially as follows:

I approve the execution of an agreement whereby Lexington County will be a member of the Central Midlands Regional Transit Authority upon the following terms: Service area of the Authority will be in Lexington County and Richland County. The service to be provided within the Lexington County Service Area will be financed from all available existing federal, state, local, private sources and operating revenue from the Authority and from taxes levied and collected on all taxable property in Lexington County in an initial amount not to exceed \_\_\_\_\_ mills which shall produce \$1,250,000 of tax revenue. Membership on the Board will include five representatives from Lexington County, two representatives from the Richland County Legislative Delegation, eight representatives from Richland County, five representatives from the City of Columbia, and one representative from each of Arcadia Lakes, Batesburg-Leesville, Blythewood, Cayce, Chapin, Eastover, Forest Acres, Town of Lexington, Pine Ridge, South Congaree, Springdale and West Columbia.

YES

NO

Instructions to Voters: All qualified electors desiring to vote in favor of ratifying and amending the Agreement shall vote YES; and

All qualified electors opposed to ratifying and amending the Agreement shall vote NO.

SECTION 4. TO BE PROVIDED - REFERENDUM SPECIFICS

SECTION 5. All orders, resolutions, ordinances and parts thereof, procedural or otherwise, 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.

SECTION 6. This Ordinance shall become effective upon its enactment.

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

LEXINGTON COUNTY, SOUTH CAROLINA

\_\_\_\_\_  
Chair, County Council

(SEAL)

ATTEST:

\_\_\_\_\_  
Clerk to Council

Approved:

\_\_\_\_\_  
County Attorney

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

## COMMITTEE REPORT

**RE:** Legal Closing of a Portion of Nursery Road

**DATE:** June 22, 2006

**COMMITTEE:** Public Works

**MAJORITY REPORT:** Yes

---

The Public Works Committee met on Tuesday, June 20, 2006 to consider a recommendation from the Public Works Department for the legal closing of a portion of Nursery Road.

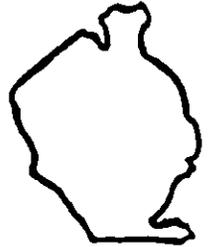
Mr. John Fechtel, Director of Public Works, stated he received a letter from Mr. Donald F. Looney, Sr. requesting that a portion (420') of Nursery Road be legally closed since it is no longer used or needed by property owners for access.

Mr. Fechtel stated initially Nursery Road ran from Hwy. 60 to Weed Drive, however, over the years through development, portions of Nursery Road have already been legally closed. He stated even though the portion requested to be closed is a County maintained road, the Public Works Department has not performed maintenance on the road since other sections were closed years ago.

The Public Works Committee voted to recommend that Council approve the request for the legal closing of a portion of Nursery Road and that all associated legal costs be paid by Mr. Donald F. Looney, Sr.



**COUNTY OF LEXINGTON**  
**PUBLIC WORKS DEPARTMENT**  
**ENGINEERING**



**MEMORANDUM**

DATE: June 12, 2006

TO: Katherine Doucett  
County Administrator

FROM: John Fechtel, Public Works Director  
Assistant County Administrator 

RE: Legal Closing of a Portion of Nursery Road



---

Attached is a letter from Mr. Donald Looney requesting a portion of Nursery Road be legally closed. The attached maps indicate the section to be closed. The approximately 420' length of road is listed by Public Works as a County maintained road but our department has not performed maintenance on the road since other sections were closed years ago. This section of Nursery Road is between Lake Murray Boulevard and Irmo Drive but several legal closings of other portions have left this particular section open

I have been working with Mr. Looney on his request and he has retained a lawyer to proceed with the closing. I recommend County Council approve Mr. Looney's request that this section of road be closed at his expense

John Fechtel  
Lexington Co. Public Works  
440 Ball Park Rd  
Lexington, SC 29072

June 8, 2006

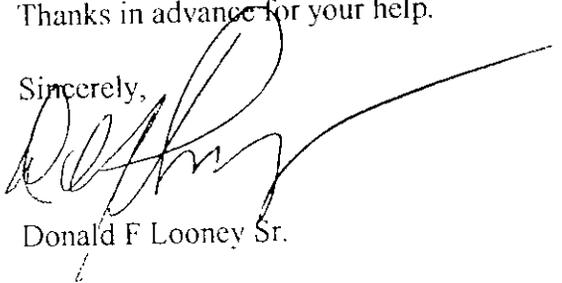
Dr Mr. Fechtel,

I would like to request that a section (.420') of Nursery Road located in Irmo on north side of Lake Murray Blvd be closed since it is no longer needed by any property owner for access and is no longer used.

The plats included show the section of road in question. I will copy James Spence so he can take the appropriate action to reclaim this property for us and obtain clear title.

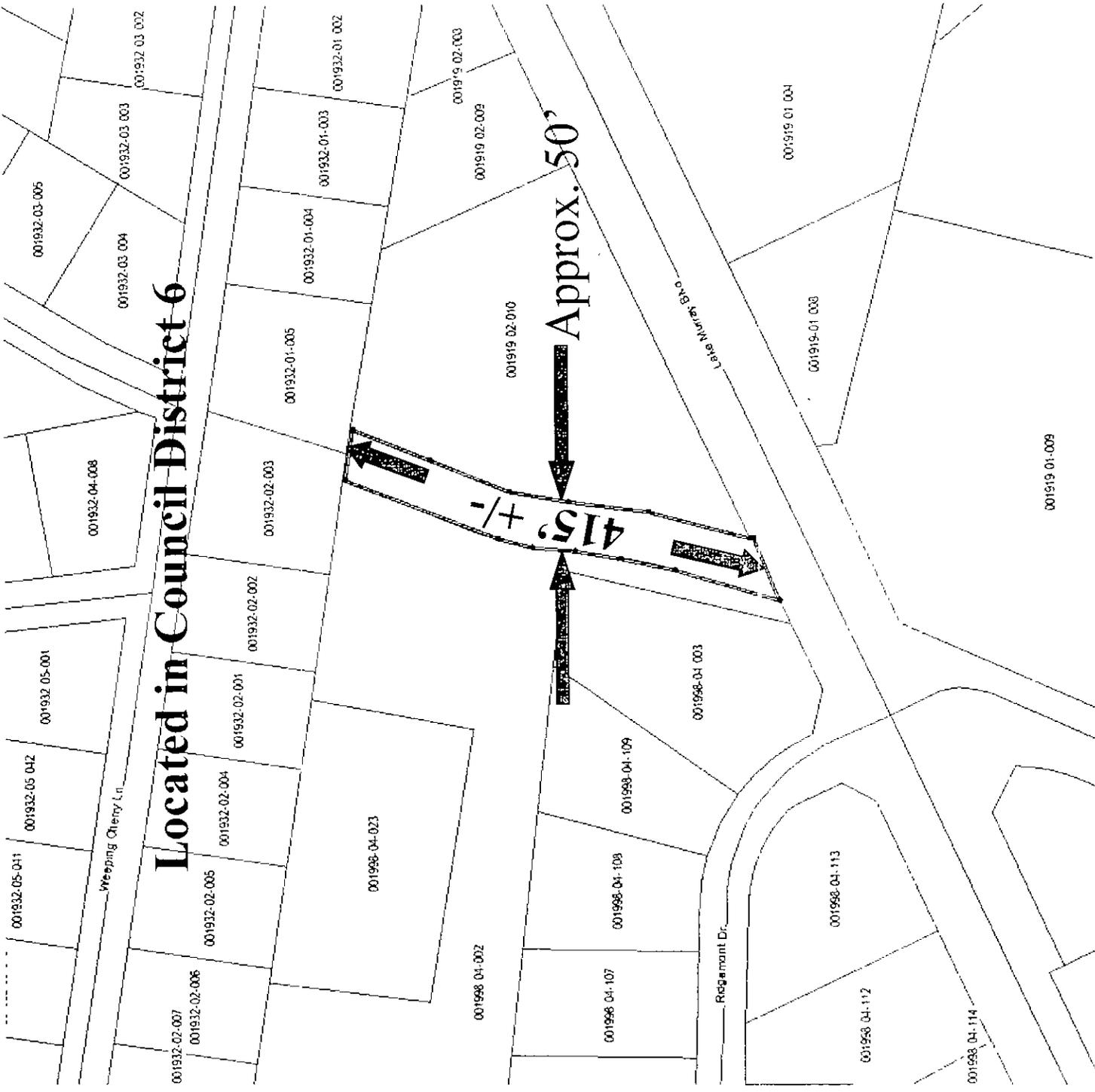
Thanks in advance for your help.

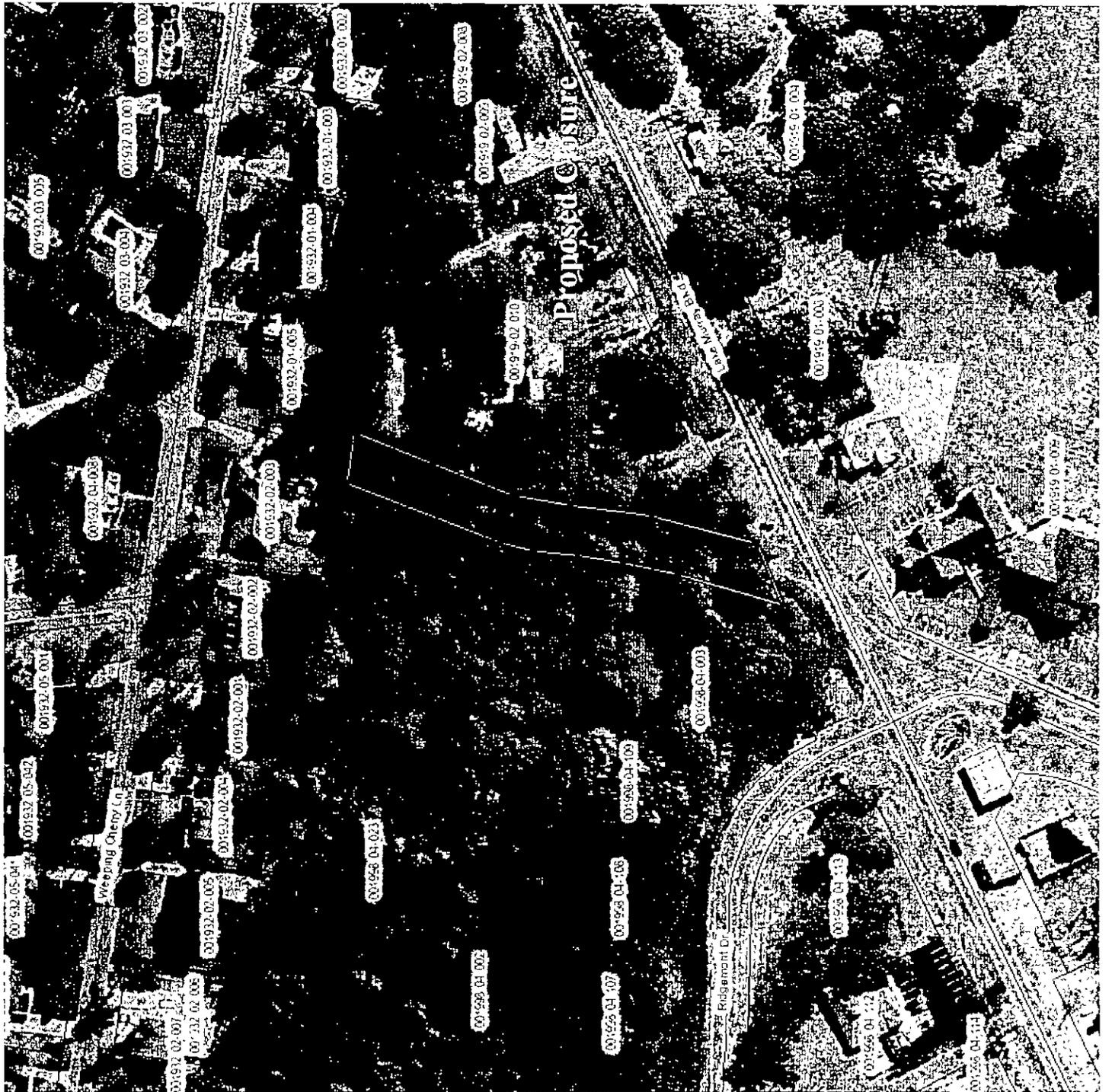
Sincerely,

A handwritten signature in black ink, appearing to read 'Donald F. Looney Sr.', with a long horizontal flourish extending to the right.

Donald F Looney Sr.

# Located in Council District 6





## COMMITTEE REPORT

**RE:** Waste Transportation Litter Control Program

**DATE:** June 22, 2006

**COMMITTEE:** Public Works

**MAJORITY REPORT:** Yes

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The Public Works Committee convened on Tuesday, June 20, 2006 to discuss and consider a proposal presented by Mr. Joe Mergo, Director of Solid Waste Management.

Mr. Mergo stated in an effort to help minimize litter in the County, he is proposing that the County participate in the Palmetto Pride Statewide Waste Transportation Litter Control Plan which is designed for litter prevention through education. He said participation in the program would require the hauling companies that haul waste debris for the County to purchase an adhesive placard that would be placed in a visible location on the truck and/or trailer. The placard would display the toll free number of the Litter Buster's Hotline, which is operated by DNR, as well as an assigned truck number for identification purposes. This information will allow the public to report litter violations when they occur.

The following is the cost of the placards:

14" x 24" Placard is \$4.25

6" x 18" Bumper sticker is \$2.00

1" Lettering is \$.15 each

\* Each bumper sticker and placard would require a total of 6 characters

Mr. Mergo asked that the Committee consider the following two proposals.

1. Require the County procurement division to add a proviso to all future County contracts/agreements, which address the hauling of waste material. The proviso would require that anyone who participates or does business in hauling debris/waste material for Lexington County would be required to participate in the program for the length of their contract/agreement with the County.
2. Require that the County's own fleet of equipment used for hauling debris/waste material participate in the program.

The Committee voted to recommend to full Council for approval.

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INTEROFFICE MEMORANDUM

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TO: KATHERINE DOUGLASS, COUNTY ADMINISTRATOR  
FROM: JOE MERGO III, SOLID WASTE DIRECTOR  
SUBJECT: WASTE TRANSPORTATION LITTER CONTROL PROGRAM  
DATE: 6/5/2006  
CC: DIANA BURNETT, CLERK OF COUNTY COUNCIL

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The purpose of this memo is to request to be placed on the public works committee agenda for Tuesday June 20, 2006. At this time information regarding the Palmetto Pride Statewide Waste Transportation Litter Control Plan will be presented. It is my desire to bring this plan to the local level by being the first county in South Carolina to require, through our procurement process, all awarded contractors that haul waste debris for the County of Lexington to participate. Further, we would include county owned and operated vehicles that are used to haul waste debris.

Participation in the program would require the hauling companies to purchase an adhesive placard to be placed in a visible location on the truck and/or trailer. The placard will display the toll free number of the Litter Buster's Hotline as well as an assigned truck number for identification purposes. All haulers will be assigned a specific 5-character identification number. Each character represents information that will aid in the reporting process. This information will allow the public to report litter violations when they occur. I will bring examples of the placard to the committee meeting. The following is the cost of the placard

14"X 24" Placard is \$4.25  
6" X18" Bumper sticker is \$2.00  
1" Lettering is \$.15 each

\*\* Each Bumper sticker and placard requires a total of 6 characters

The hotline operates under an agreement with the South Carolina Department of Natural Resources and Public Safety as well as Palmetto Pride. When the hotline receives a complaint it is forwarded via e-mail to the assigned representative of the violating company. It is intended that the violating company will use the information to educate and develop driver awareness as to the proper way to cover and secure a load.

This program is designed to minimize the potential for litter on the roads in our county, enhance our image, increase public participation, further the pride in our communities, improve quality of life, assign responsibility and make a strong statement to economic development prospects.

**Employee Recognitions**  
**July 25, 2006**

**Information Services**  
***(Jim Schafer, Director)***

**Rose W. Kitchings**  
**Todd Dunkerley**  
**Rick Van Sant**  
**Randy Munsch**  
**Phil Hughes**  
**Mike Smith**  
**Chris Gray**  
**Caroline Hayes**  
**Pat Thompson**  
**Marlon Buff**  
**C. J. Clarke**  
**Andrew Marshe**  
**Andrew Werner**  
**Larry Oates &**  
**D.J. Yandle**



**During the Primary and runoff elections the Information Services Department staff acted as “rovers” for the Registration and Elections office solving any problems that arose at the different precincts. The also helped to get the votes tallied and then got them posted on the Lexington County web site.**

**We received several e-mails thanking the staff for all their support, attention to detail, positive attitude, and for a job well done. It was also reported that the stress level went way down because of the excellent support they received from the IS Department staff.**

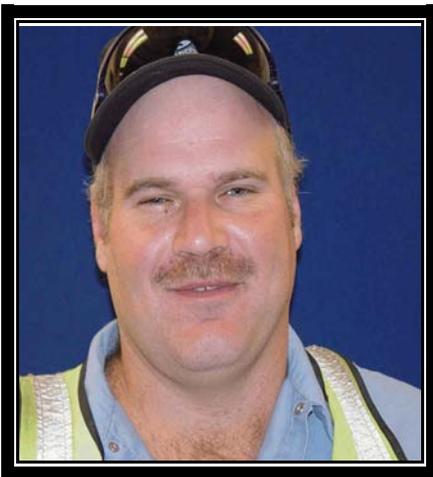
**Thank you all for everything you do for Lexington County.**

**Employee Recognitions**  
**July 25, 2006**

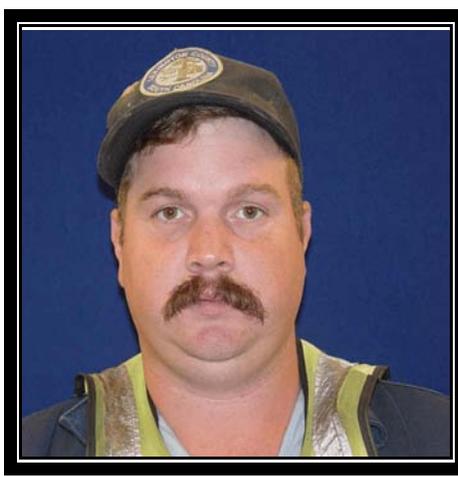
**Public Works**

*( John Fechtel, Director/Assistant Administrator)*

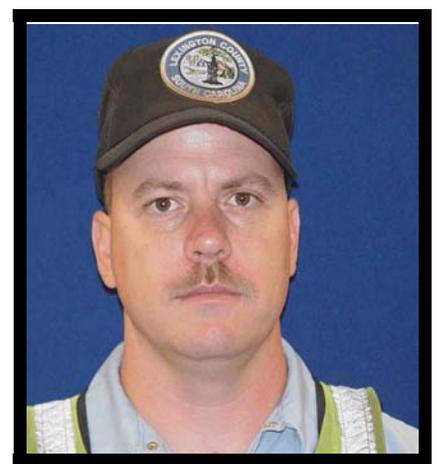
**2006 Backhoe Rodeo Winners**



**Bryan Oswald**



**Doug Shealy**



**Ricky Derrick**

**Each year our Public Works staff holds a Backhoe Rodeo contest and the top three winners compete in the Regional Backhoe Rodeo contest hosted by the City of Columbia for a chance to compete in the statewide rodeo.**

**Doug Shealy placed 2<sup>nd</sup> in the Regional and we will be cheering for Doug or any other Public Works staff member so they can place first next year and move on to the statewide competition.**

**Employee Recognitions**  
**July 25, 2006**

**Register of Deeds**  
***(Debbie Gunter, Registrar)***



**Anna Lusk**

**Anna received a very nice thank-you note from a citizen who appreciated her assistance recently on a matter. They said that she had a wonderful attitude and her willingness to help others was very much appreciated.**

**Employee Recognitions**  
**July 25, 2006**

**EMS/ Public Safety**  
***(Brian Hood, EMS Director)***



**Gina Youmans**



**Mike Morales**

**A citizen wrote to express his sincere appreciation for the kindness, and professionalism displayed by Gina and Mike when they transported his wife.**

**The citizen said he spent the next 13 days at the hospital with his wife before she passed away. His wife had been fighting cancer for seven months which he said had been an emotional nightmare, but the kindness and professionalism displayed by Gina and Mike would always remain in his heart.**

**He wanted to thank them and the county for the service provided. He said it is appreciated by a lot of people.**

**Employee Recognitions**  
**July 25, 2006**

**EMS/ Public Safety**  
***(Brian Hood, EMS Director)***



**Wayne Zeigler**

**A citizen wrote to thank Wayne for his assistance to her and her cousin recently when they were stranded with an old truck. She said they were both in their 70's and were trying to take an old truck to Car Max to be sold and found themselves lost and frustrated trying to find adequate directions. Wayne saw them, realized they were having a problem, went right over to assist, and hearing their situation, let them follow him to Car Max .**

**They wanted the County to know how helpful Wayne was and how much they appreciated his assistance. She said Wayne couldn't have known how much they needed his help when he saw them standing out in the heat, trying to keep an old truck going, and trying to figure out directions.**

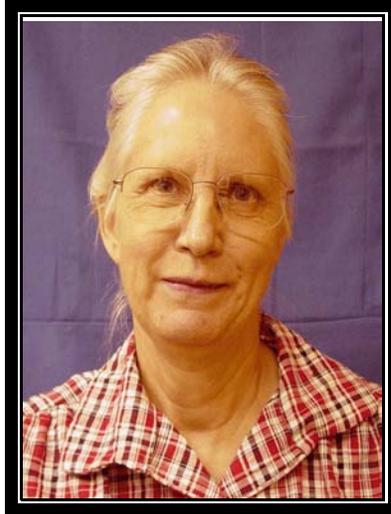
**They wanted to thank all the EMS/Public Safety staff for everything they do every day do to help people but especially Wayne for his kind and courteous assistance.**

**Employee Nominees for the  
First Quarter of 2006**

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**Amanda Redding  
Clerk of Court Office**



**Rosie Cole  
Auditor's Office**



**Carla McClain  
Assessor's Office**



**Arkida Bostick  
Public Safety/  
Communications**



**Louise Wise  
Building Services**

**Employee Nominees for the  
Second Quarter of 2006**

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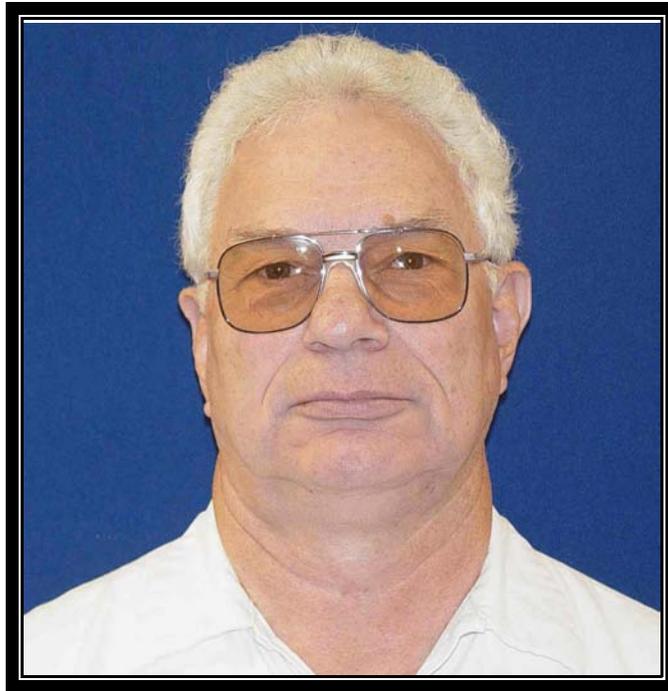
**Geri Lynne Sheppard  
Clerk of Court's office**



**C. J. Clarke  
Information Services  
Office**



**Lauren (Lolly)  
Petroff  
CWC Library**



**Randy Quattlebaum**  
**Building Services Manager**