

AGENDA
LEXINGTON COUNTY COUNCIL

Committee Meetings

Tuesday, October 10, 2006

Second Floor - County Administration Building

212 South Lake Drive, Lexington, SC 29072

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

1:45 p.m. - 1:55 p.m. - Planning and Administration

- (1) Zoning Map Amendment M06-06 - Road Classification of Indian River Drive from Local (L) to Residential Local Four (RL4) Road **A**
- (2) Zoning Text Amendment T06-05 - Article 2 - Application of Regulations; Schedule of Permitted Uses, General Requirements, Buffering Restrictions - **(Goal #2)** **B**
- (3) Zoning Text Amendment T06-09 - Application of Regulations and Section 71.20 (Definitions) Of Article 7, Mobile Home Parks - **(Goal #2)** **C**
- (4) Old Business/New Business
- (5) Adjournment

1:55 p.m. - 2:25 p.m. - Health & Human Services

- (1) EMS Staffing/Traming - Public Safety/EMS - Brian Hood, EMS Coordinator
- (2) 2006 State Homeland Security Program (SHSP) Grant Application - Public Safety/EMS - Brian Hood, EMS Coordinator **D**
- (3) Old Business/New Business
- (4) Adjournment

2:25 p.m. - 2:35 p.m. - Public Works

- (1) Gilbert-Summit Rural Water District Request - Public Works - Sheri Armstrong, Stormwater Manager **E**
- (2) Old Business/New Business
Pending Issues: Subdivision Regulations, Development Guidelines & Stormwater Ordinance Alternate Funding Sources - **(Goal #2)**
- (3) Adjournment

2:35 p.m. - 2:50 p.m. - Economic Development

- (1) Ordinance 06-15 - To Amend the Agreement for Development of Joint County Industrial Park Dated December 11, 2005 by and Between Lexington County and Calhoun County, Providing for the Development of a Joint Industrial/Business Park so as to Include Additional Property in that Portion of the Joint County Industrial Park - Economic Development - Al Burns, Director- **(Goal #2)** **F**

- (2) Ordinance 06-16 - Authorizing the Execution and Delivery of an Infrastructure and Real Estate Improvements Financing Agreement Between Lexington County and Allied Air - Economic Development - **(Goal #2)** - Al Burns, Director **G**
- (3) Old Business/New Business
- (4) Adjournment

2:50 p.m. - 3:15 p.m. - 208 Plan

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

3:15 p.m. - 3:45 p.m. - Solid Waste Landfill

- (1) Expiration of Contracts - Solid Waste Management - **(Goal #1)** - Joe Mergo, Director -
- (2) Red Bank Collection Site - Solid Waste Management - Joe Mergo, Director **I**
- (3) Old Business/New Business
- (4) Adjournment

3:45 p.m. - 4:00 p.m. - Airport

- (1) Airport Engineering Services
- (2) Old Business/New Business
- (3) Adjournment

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

- (1) Lexington Connector - Mr. Norman Whitaker, AICP, Executive Director, Central Midlands County of Governments - **(Goal #2)** **J**
- (2) Old Business/New Business
- (3) Adjournment

Planning & Administration

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

Public Works

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

208 Plan

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

Airport

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

Health & Human Services

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

Economic Development

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

Solid Waste Landfill

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

Committee of the Whole

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

A G E N D A
LEXINGTON COUNTY COUNCIL

Tuesday, October 10, 2006

Second Floor - Dorothy K. Black Council Chambers - County Administration Building
212 South Lake Drive, Lexington, South Carolina 29072

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

4:30 P.M. - COUNCIL CHAMBERS

Call to Order/Invocation

Pledge of Allegiance

Employee Recognition - Katherine Doucett, County Administrator

Appointments K

Bids/Purchases/RFPs

(1) Secure Socket Layer Appliance - Information Services L

(2) Router/Firewall System - Library Services M

**(3) Association of Public Safety Communications Officials (APCO) Software and Interface -
Public Safety/Communications - Sole Source N**

**(4) Rock Well, Storage Tank and Appurtenances for Future Site of Cedar Grove Fire Station -
Public Safety/Fire Service O**

Chairman's Report

November and December 2006 Schedule P

Administrator's Report

Committee Reports

Planning & Administration, J. Owens, Chairman

- (1) Zoning Map Amendment M06-06 - Road Classification of Indian River Drive from Local (L) to Residential Local Four (RL4) Road - 2nd Reading - **Tab A**
- (2) Zoning Text Amendment T06-05 - Article 2 - Application of Regulations; Schedule of Permitted Uses, General Requirements, Buffering Restrictions - **(Goal #2)** - 2nd Reading - **Tab B**
- (3) Zoning Text Amendment T06-09 - Application of Regulations and Section 71.20 (Definitions) Of Article 7, Mobile Home Parks - **(Goal #2)** - 2nd Reading - **Tab C**
- (4) Amendment to Ordinance 06-04 - Authorizing the Acceptance of the Transfer of Authority for Conducting Municipal Elections in Municipalities within the County of Lexington to the Lexington County Voter Registration and Election Commission **Q**

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

- (1) 2006 State Homeland Security Program (SHSP) Grant Application - **Tab D**

Public Works, B. Derrick, Chairman

- (1) "No Through Trucks" Signage Policy **R**
- (2) Gilbert-Summit Rural Water District Request - **Tab E**

Economic Development, J. Jeffcoat, Chairman

- (1) Ordinance 06-15 - To Amend the Agreement for Development of Joint County Industrial Park Dated December 11, 2005 by and Between Lexington County and Calhoun County, Providing for the Development of a Joint Industrial/Business Park so as to Include Additional Property in that Portion of the Joint County Industrial Park - **(Goal #2)** - 1st Reading - **Tab F**
- (2) Ordinance 06-16 - Authorizing the Execution and Delivery of an Infrastructure and Real Estate Improvements Financing Agreement Between Lexington County and Allied Air - **(Goal #2)** - 1st Reading - **Tab G**

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 - 3rd & Final Reading - **Tab Q**
- (2) Ordinance 06-12 - An Ordinance Authorizing a Fee-in-Lieu of Tax Arrangement and the Amendment of Certain Existing Fee-in-Lieu of Tax Arrangements Between Lexington County and SCANA Corporation or of South Carolina Electric & Gas Company, or an affiliate of SCANA Corporation or South Carolina Electric & Gas Company and/or a financing entity of SCANA Corporation or South Carolina Electric & Gas Company - 3rd and Final Reading **S**
- (3) Ordinance 06-13 - An Ordinance Approving the Conveyance of Real Estate from the County of Lexington to Accurate Therapeutic Supply, Inc. dba Accurate Mfg. Inc. - 2nd Reading **T**

- (4) Ordinance 06-14 -To Amend Ordinance 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 - 2nd Reading U

6:00 P.M. - Public Hearings

- (1) Zoning Map Amendment M06-10 - 178 St. Andrews Road, Columbia V
- (2) Ordinance 06-11 - An Ordinance to Develop a Joint Industrial/Business Park in Conjunction
with Saluda County W
- (3) Ordinance 06-14 -Amend Ordinance 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 - **Tab U**

Budget Amendment Resolutions

OLD BUSINESS/NEW BUSINESS

EXECUTIVE SESSION/LEGAL BRIEFING

MATTERS REQUIRING A VOTE AS A RESULT OF EXECUTIVE SESSION

ADJOURNMENT

GOALS

1. Provide for public service to citizens of Lexington County.
2. Manage growth to meet needs of Lexington County.
3. Appropriate required funding to meet Strategic Plan.



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 # M06-06

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

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

Zoning Classifications: (Current) Local (Proposed) RL4

TMS#: Property Owner:

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

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

Date of Application: 05/09/06 Applicant: Owner Agent

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

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

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

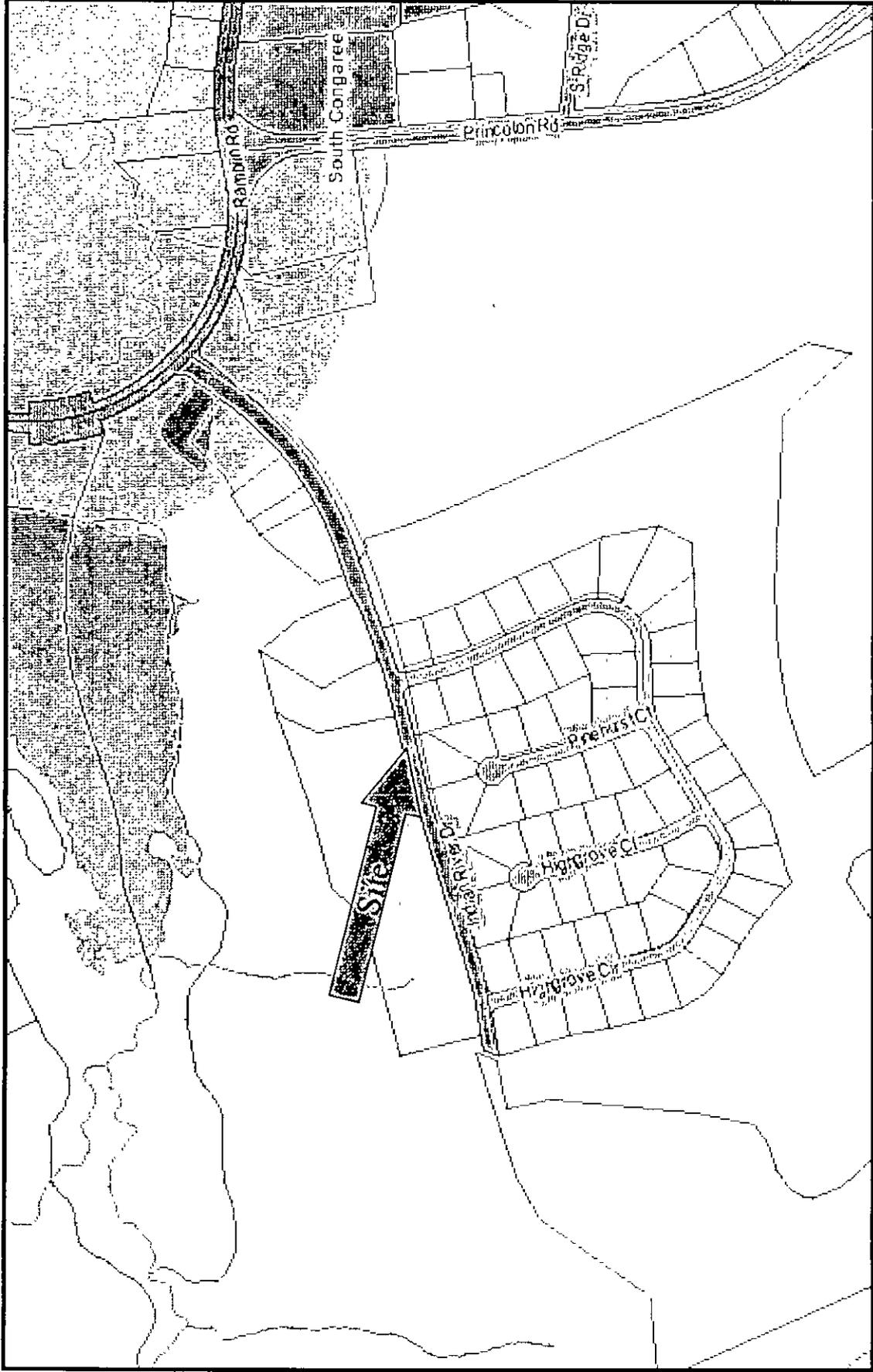
Table with 2 columns: Date, Action. Rows: 05/09/06 Application Received, 08/03/06 Newspaper Advertisement, 08/07/06 Notices Mailed

Table with 2 columns: Date, Action. Rows: 05/09/06 Fee Received, 8/7/06 Property Posted, 9/25/06 Planning Commission

Planning Commission Recommendation: 6-0 Denied

Table with 4 columns: Date, Action. Rows: 05/23/06 First Reading, 8/22/06 Public Hearing, Second Reading, Third Reading

Results:



ZONING MAP AMENDMENT APPLICATION #M06-06





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 # T06-05

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

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

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

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

Date of Application: 05/04/06

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

Signature: [Handwritten Signature] Printed Name: Bruce Hiller- Dev. Admin.

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

Table with 2 columns: Date, Event. Rows: 05/04/06 Application Received, 08/03/06 Newspaper Advertisement

Table with 2 columns: Date, Event. Rows: N/A Fee Received, 9/21/06 Planning Commission

Planning Commission Recommendation: 6-0 Approval

Table with 4 columns: Date, Event. Rows: 5/23/06 First Reading, 8/22/06 Public Hearing, Second Reading, Third Reading

Results:

ARTICLE 2 - APPLICATION OF REGULATIONS

Chapter 1. Schedule of Permitted Uses

21.10 Description of Principal Activities

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

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

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

21.31 Chart of Permitted Activities by District

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

RI	R2	R3	D	RA	RD	LC	C1	C2	ID	LR	ACTIVITIES
			✓	✓	✓				✓	✓	Animal Operations
✓			✓	✓	✓			✓	✓	✓	Fancier's Kennel/Cattery
			✓	✓	✓			✓	✓	✓	Kennels, Catteries, and Stables
				✓	✓			✓	✓	✓	Veterinarian
				✓	✓				✓	✓	Zoos

Chapter 2. General Requirements

22.02 Chart of Permitted Access by Street Classification

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

There are limits placed on some activities allowed to access a Limited Local (LL) street classification. The last column in the chart describes the specific nature of these limits where they exist. They are expressed in either maximum number of dwelling units (DU) per acre, maximum number of beds per acre, or maximum floor area ratio (FAR). A floor area ratio is an expression of the total floor area of a structure or building, including useable basements, compared to the total lot area. For example, a 1000 square foot building on a 10,000 square foot lot would have a floor area ratio of .10.

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

Chapter 3. Buffering Restrictions

23.50 Chart of Buffering Restrictions

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

23.51 General Rules

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

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

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

23.52 Special Rules

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

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

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

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

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

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

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

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

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

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

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

The attached

Lexington County Animal Control Ordinance

is provided for the purpose of comparison
with the proposed

Zoning Text Amendment # T06-05

ARTICLE II. ANIMAL CONTROL**DIVISION 1. GENERALLY***

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

Sec. 10-31. Definitions.

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

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

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

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

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

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

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

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

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

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

Custodian means any person having custody or custodial power

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

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

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

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

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

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

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

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

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

Owner means any person who:

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

Pet means dog or cat

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

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

Restraint means a situation in which a pet is:

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

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

(Ord. No. 02-8, § 1-1, 1-14-2003)

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

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

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

(Ord. No. 02-8, § 1-2, 1-14-2003)

Sec. 10-33. Pet identification.

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

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

(Ord. No 02-8, § 1-3, 1-14-2003)

Sec. 10-34. Restraint and confinement.

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

(Ord. No 02-8, § 1-4, 1-14-2003)

Sec. 10-35. Abandonment and maltreatment.

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

(Ord. No 02-8, § 1-5, 1-14-2003)

Sec. 10-36. Impoundment.

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

(Ord. No 02-8, § 1-6, 1-14-2003)

Sec. 10-37. Dangerous dogs.

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

(Ord. No. 02-8, § 1-7, 1-14-2003)

Sec. 10-38. Redemption.

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

the pet is being held, the owner shall be required to pay \$10 00 for the rabies inoculation.
(Ord. No. 02-8, § 1-8, 1-14-2003)

Sec. 10-39. Adoption.

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

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

(Ord No 02-8, § 1-9, 1-14-2003)

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

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

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

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

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

(Ord. No. 02-8, § 1-10, 1-14-2003)

Sec. 10-41. Enforcement of article.

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

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

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

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

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

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

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

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

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

(Ord. No. 02-8, § 1-11, 1-14-2003)

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

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

(Ord. No. 02-8, § 1-12, 1-14-2003)

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



COUNTY OF LEXINGTON, SOUTH CAROLINA

Community Development

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

ZONING TEXT AMENDMENT APPLICATION # T06-09

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

Section 21.10 (Description of Principal Activities) of Article 2, Application of Regulations, and Section 71.20 (Definitions) of Article 7, Mobile Home Parks.

Reason for the request: The definition of a Mobile Home Park is proposed to be altered and expanded so that the general public can better understand that portion of the Zoning Ordinance. The proposed text does not change the essence of the current definition but should assist the zoning staff in more clearly defining its intent and limitations.

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: 06/09/06

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

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

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

Table with 2 columns: Date, Event. Rows: 06/09/06 Application Received, 8/3/06 Newspaper Advertisement

Table with 2 columns: Date, Event. Rows: NA Fee Received, 9/21/06 Planning Commission

Planning Commission Recommendation: 6-0 Approval

Table with 4 columns: Date, Event. Rows: 6/20/06 First Reading, 8/22/06 Public Hearing, Second Reading, Third Reading

Results:

The proposed definition is intended to replace the existing definition from **Section 21.10 (Description of Principal Activities) of Article 2, Application of Regulations**, and also **Section 71.20 (Definitions) of Article 7, Mobile Home Parks**.

Existing Definition

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.

Proposed Definition

Mobile Home Parks Three or more mobile homes or mobile home spaces, exclusive of a mobile home occupied by the property owner as a legal residence, that are located within the vicinity of one another and operated in any coordinated manner. The park may be located on a single parcel, or multiple parcels in the same or different ownership.

Mobile Home Parks (Limited) The minimum size of an individual mobile home space in this type of development is 20,000 square feet.

Mobile Home Parks (Extensive) The minimum size of an individual mobile home space in this type of development is 6,000 square feet.

NOTE: The following shall be used in determining compliance with the definition above of a Mobile Home Park:

- a. A mobile home on a parcel(s) shall be counted toward the maximum number allowed even if the mobile home is unoccupied, used for storage, or not currently connected to electricity.
- b. The subdividing of a parcel(s) in order to circumvent this Ordinance is not allowed by this definition.
- c. Separating the ownership of mobile homes or mobile home spaces into two or more legal entities for the purpose of avoiding being defined as a mobile home park is not allowed. If the mobile homes or mobile home spaces are in the same vicinity and their management is not clearly handled as separate entities, then they shall be considered part of a single mobile home park.
- d. "Vicinity" means being near and not remote, but does not have to be adjacent. It does not include locations sites that are miles apart, but may include sites that are adjacent to each other, across the street from each other, or thousands of feet away from each other, but in the same general area or proximity.

SECTION I

COUNTY OF LEXINGTON

New Program Request

Fiscal Year - 2006-2007

Fund # _____ Fund Title: _____
 Organization # 131400 Organization Title: Emergency Medical Services
 Program # _____ Program Title: SHSP DMAT GRANT PROGRAM

Object Expenditure Code Classification	Total 2006 - 2007 Requested
Personnel	
510100 Salaries # _____	_____
510300 Part Time # _____	_____
511112 FICA Cost	_____
511113 State Retirement	_____
511114 Police Retirement	_____
511120 Insurance Fund Contribution # _____	_____
511130 Workers Compensation	_____
511131 S.C. Unemployment	_____
* Total Personnel	0
Operating Expenses	
520100 Contracted maintenance	_____
520200 Contracted Services	_____
520300 Professional Services	_____
520400 Advertising	_____
521000 Office Supplies	250
521100 Duplicating	500
521200 Operating Supplies	_____
522100 Equipment Repairs & Maintenance	_____
522200 Small Equipment Repairs & Maint.	_____
522300 Vehicle Repairs & Maintenance	500
523000 Land Rental	_____
524000 Building Insurance	_____
524100 Vehicle Insurance # 2	1,060
524101 Comprehensive Insurance # 2	500
524201 General Tort Liability Insurance	_____
524202 Surety Bonds	_____
525000 Telephone	_____
525100 Postage	190
525210 Conference & Meeting Expenses	_____
525220 Employee Training	7,935
525230 Subscriptions, Dues, & Books	_____
525 _____ Utilities - _____	_____
525400 Gas, Fuel, & Oil	2,000
525600 Uniforms & Clothing	2,000
526500 Licenses & Permits	_____
Less SHSP Grant Appropriations	-325,000
* Total Operating	0
** Total Personnel & Operating	0
** Total Capital (From Section II)	\$317,065
*** Total Budget Appropriation	\$7,000

SOUTH CAROLINA LAW ENFORCEMENT DIVISION
OFFICE OF GRANTS ADMINISTRATION
POST OFFICE BOX 21398
COLUMBIA, SOUTH CAROLINA 29221-1398

GRANT AWARD

Subgrantee: Lexington County Emergency Medical Services

Project Title(s): Midlands Medical Assistance Team \$325,000.00

Grant Period: 09/01/06-09/30/07 Date of Award: 08/25/2006

Total Amount of Award: \$325,000.00 Grant Number: 6SHSP18

In accordance with the provisions of Federal Fiscal Year 2006 State Homeland Security Grant Program, the South Carolina Law Enforcement Division (SLED) hereby awards to the foregoing Subgrantee a grant in the amount shown above. The CFDA number is 97.067 and SLED's federal grant number is 2006-GE-T6-0001.

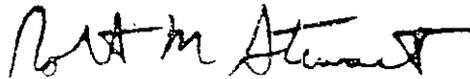
Pavment of Funds: The original signed copy of this Award must be signed by the Official Authorized to Sign in the space below and returned to SLED **no later than September 25, 2006**. The grant shall be effective upon return of this form and final approval by SLED of the grant budget and program narrative. Final approval of the grant application will be sent to you in the form of a Grant Adjustment Notice. **No funds are to be obligated or expended until receipt of the Grant Adjustment Notice.** Grant funds will be disbursed to subgrantees (according to the approved project budget) upon receipt of evidence that funds have been invoiced and products received and/or that funds have been expended (i.e., invoices, contracts, itemized expenses, etc).

Conditions: I certify that I understand and agree that funds will only be expended for those projects outlined in the funding amounts as individually listed above. I also certify that I understand and agree to comply with the general and fiscal terms and conditions of the grant including special conditions; to comply with provisions of the Act governing these funds and all other federal laws; that all information is correct; that there has been appropriate coordination with affected agencies; that I am duly authorized to commit the applicant to these requirements; that costs incurred prior to grant application approval will result in the expenses being absorbed by the subgrantee; and that all agencies involved with this project understand that all federal funds are limited to a thirteen-month period.

Supplantation: The Act requires that subgrantees provide assurance that subgrant funds will not be used to supplant or replace local or state funds or other resources that would otherwise have been available for homeland security activities. In compliance with that mandate, I certify that the receipt of federal funds through SLED shall in no way supplant or replace state or local funds or other resources that would have been made available for homeland security activities.

ACCEPTANCE FOR THE SUBGRANTEE

Signature of Official Authorized to Sign



Signature of SLED Agency Director

GRANT AWARD NOTICE: THIS AWARD IS SUBJECT TO THE GRANT SPECIAL CONDITIONS AND FINAL APPROVAL BY SLED OF THE SUBGRANTEE'S GRANT PROGRAM BUDGET AND NARRATIVE.

STATE OF SOUTH CAROLINA
South Carolina Law Enforcement Division



2006 STATE HOMELAND SECURITY PROGRAM (SHSP) GRANT APPLICATION

FOR STATE FUNDING AGENCY (SFA) USE ONLY

Grant # **6SHSP18** Award Date: _____ Reimbursement: _____
 Application # _____ Fund Year: _____

TO BE COMPLETED BY PROJECT DIRECTOR -- SEE INSTRUCTIONS

<p>1. Legal Agency Name Lexington County</p> <p>Legal Agency Address 212 South Lake Drive Lexington, SC 29072</p> <p>Phone: 803-785-8683 Fax: 803-785-8627 Email: bhood@lex-co.com</p>	<p>2. Organization Type (Check Applicable Line)</p> <p>State <input type="checkbox"/></p> <p>County <input checked="" type="checkbox"/></p> <p>Municipality <input type="checkbox"/></p> <p>Other (Specify) _____</p> <p>3. U.S. Congressional District: _____</p>
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2006 SHSP Award: \$325,000.00

Project		Value
A	Midlands Regional Medical Assistance Team	\$325,000.00

SAA Notes:

Back-up administrative support: Ms. Marie Hildebrand, 803-785-8683, mariehildebrand@lex-co.com

Sub-grantee Notes:

Project A: Midlands Regional Medical Assistance Team

Grant Number: 6SHSP18
Project: Midlands Regional Medical Assistance Team
DHS Project Type: Develop/enhance plans, procedures, and protocols
Investment: WMD/Hazmat Response and Decontamination
Milestone: 5. Increase SC Regional Response capability - WMD Regional Response Teams.
National Priority: Strengthen Medical Surge and Mass Prophylaxis Capabilities
Target Capability: Medical Surge

Target Metrics:

1. Triage treatment and initial stabilization can be conducted for the following classes of patients within three hours of an emergency: 50 cases per million population for patients with symptoms of acute botulinum intoxication or other acute chemical poi
2. Triage treatment and initial stabilization can be conducted for the following classes of patients within three hours of an emergency: 50 cases per million population for patients suffering burn or trauma;
3. Triage treatment and initial stabilization can be conducted for the following classes of patients within three hours of an emergency: 50 cases per million populations for patients manifesting the symptoms of radiation-induced injury especially bone m

South Carolina State Strategy

Primary Goal: GOAL 2.2: (Response) Improve State, Regional, and local capabilities to respond to terrorist attacks employing chemical, biological, radiological, nuclear, or explosive devices, infectious disease outbreaks, public health threats and other emergencies.
Objective: 2.2.1 Develop, exercise, and evaluate a comprehensive public health emergency preparedness plan that includes medical surge and mass prophylaxis capability.

Project Evaluation Plan**Sub-grantee**

Milestone 1: Process Start Date: November 1, 2006 Begin the process of promoting an understanding of what an RMAT Team is through the Midlands region's medical community to include, but not limited to prehospital medical providers, clinical providers, and the mental health community. This function is crucial to the recruitment of qualified medical personnel. Evaluation: With an understanding of the team functions, come follow-up questions and inquiries along with dedicated interest in membership. Evaluation will be through the medical community's inquiry in combination with early volunteerism. Milestone 2: Process Start Date: November 15, 2006 Begin the process of interagency communication between various county run prehospital emergency medical providers to promote not only their personnel's participation in the RMAT Team but to also inform them of the need for regional participation and support by the various organizations. This will be performed through the dispatch of memorandums of understanding or agreement between the Lexington County RMAT and respective counties. Evaluation: Evaluation will be performed by the return of MOU/A to Lexington County RMAT from the respective agencies with their acknowledgement of the team goals and needs. Milestone 3: Process Start Date: November 30, 2006 Begin the process of establishing training standards for all new team members. Training standards will be in accordance with prior established and universally accepted standards in regards to and consideration of a team member's current medical certification. Training standards will be under constant review and revision throughout the grant period. Evaluation: Training standards, as established, will be placed on file and available for viewing. Standards should be met and recorded by submission of records, such as those from an accepted and established continuing education curriculum, certification in a standard of care specialty course, or by conference related materials that are found to be pertinent to the providers care level. Milestone 4: Process Start Date: January 1, 2007 Begin the process of establishing recruitment standards for all new team members. Recruitment standards will be in accordance accepted practices and will focus on adding membership to the team that will provide a well rounded foundation in prehospital, clinical, and ancillary medical fields and practices. Standards will be under constant review and revision throughout the grant period. Evaluation: Recruitment standards as established will be placed on file and available for viewing. Standards will be established to focus recruitment to occur throughout the Upstate Region and promote a true regional collaboration. Recruitment practices will attempt to draw resources from throughout the region in an effort to abstain from negatively impacting any one health care organization should activation occur. Successful evaluation will Milestone 5: Process Start Date: February 1, 2008 Begin the process of establishing team notification and activation standards. Standards will most likely be based on the prior established processes used in the activation and notification of COBRA Team members. Standards will be placed on file and available for viewing. Standards will be under constant review and revision throughout the grant period. Evaluation: Evaluation of notification and activation standards will be done by consistently testing the processes to insure timely and accurate communication with all parties whom would be considered to be on "stand-by" for activation. Standards will be modified as needed to insure the best possible means of activation is met. Milestone 6: Process Start Date: March 15, 2007 Begin the process of establishing team deployment standards. Standards will most likely be based on the prior established processes used in the deployment of COBRA Team members. Standards will be placed on file and available for viewing. Standards will be under constant review and revision throughout the grant period. Evaluation: Evaluation of notification and activation standards will be done by consistently testing the processes to insure timely and accurate communication with all parties whom would be considered to be on "stand-by" for activation. Standards will be modified as needed to insure the best possible means of activation is met. Milestone 7: Process Start Date: April 30, 2007 Begin the process of establishing standards for maintenance, use, and replacement of RMAT assets. Assets will include all mechanicals, communication, shelters, clinical devices, and medical supplies having been purchased through grant funds. Care and maintenance standards will be based upon standard care practices and manufacturer's guidelines. Standards will be placed on file and available for viewing. Standards will be under constant review and revision throughout the grant period. Evaluation: Evaluation of maintenance and care process will occur as items are received from vendors and registered within the RMAT Team inventory. As recommended maintenance guidelines are established with pertinent data placed within the equipment file, evaluation of process will be accomplished by reviewing file and insuring that recommended maintenance and care has been completed by the date or time recommended by the manufacturer if applicable to the equipment and it's lifespan. Perishable items that do not require maintenance but rather replacement will be placed within a database to identify recommended date of replacement. Milestone 8: Process Start Date: August 1, 2007 Begin the process of establishing Team operations standards for the deployment of equipment, operation of treatment and logistical areas, and member responsibilities once the RMAT Team has reached its designated operational area. Operational standards will include medical care treatment and modalities to include scope of practice for all certified care providers. Standards will be placed on file and available for viewing. Standards will be under constant review and revision throughout the grant period. Evaluation: Evaluation of Team Operations procedures will be done through review of medical treatment procedures and modalities by the Medical Control Physician. Evaluation of other processes will be performed by small goal focused exercises with a final focus of an operational procedures drill. Standards will be placed on file and available for viewing. Standards will be under constant review and revision throughout the grant period. Milestone 9: Process Start Date: November 1, 2007 Begin the process of establishing demobilization and return to service standards. Standards will include not only the demobilization and return to service standards for personnel who have been activated but will also include the return to service and demobilization of team equipment and the notification of proper agencies that the team ready for assignment. Evaluation: Evaluation of standards will be undertaken by small goal focused exercises with a final focus of an operational procedures drill. Standards will be placed on file and available for viewing. Standards will be under constant review and revision throughout the grant period. Milestone 10: Process Start Date: November 30, 2006 Begin the process of ordering and receiving grant approved equipment. Received equipment will be inventoried and placed into the RMAT Cache area for eventual constitution of the full RMAT Basic Load. All received invoices will be held on file as required by set standards and equipment will be available for review by appropriate agencies. The process of order and receipt of equipment will be ongoing throughout the grant period. Evaluation: Evaluation will be achieved by commonality of equipment on hand verses invoices on file. Purchasing of equipment will be achieved through the most cost efficient means possible in an effort to assure fiscal responsibility. Milestone 11: Process Start Date: October 1, 2007 Begin the process of organized team member meetings. Team members will be assembled for the purpose of familiarizing themselves with team SOP's, expectations, and training. Team members will be organized into groups to insure a well rounded capability within each group. Membership quantity will dictate operational divisions and team status. Evaluation: Evaluation will be achieved by member attendance at designated events. Team membership will be held to those members who attend the established minimum level of training. All possible attempts will be made to hold team meetings at times that are agreeable to the majority of the team members unless dictated otherwise. Milestone 12: Process Start Date: November 15, 2007 Testing and evaluation of team members understanding of clinical roles within the RMAT Team medical modalities and practices guidelines as set forth by the Medical Control Physician. Members will be tested on scope

of practice, direct physician orders, and standing orders to be used when not directly in contact with the Medical Control Physician. Evaluation: Testing and evaluations will be achieved by either accredited materials that are pertinent to the scope of practice of credentialed providers or by direct oversight of the Medical Control Physician. Testing and evaluation will be done so as not to intimidate, but to increase basic treatment knowledge, in a manner that would be considered acceptable by conduct and expectation. Milestone 13: April 2008 Tabletop RMAT Team deployment exercise. Team members will participate in exercise that is designed to test knowledge of their role within team, established safety practices, set-up of RMAT Clinic, treatment of ill and injured by scope of practice, logistical requests made through local EOC receiving an incoming DMAT with continuity of operations, demobilization of personnel while continuing operations, and demobilization of RMAT. Evaluation: Evaluation of tabletop exercise will be achieved by participants being monitored for their compliance to established SOP's along with the requested expertise of DMAT or SMAT team members who are brought in to the exercise in an attempt to offer problematic guidance from an experienced viewpoint. Milestone 14: October 2008 RMAT Team functional drill. Team members will participate in exercise that is designed to test knowledge of their role within team, established safety practices, set-up of RMAT Clinic, treatment of ill and injured by scope of practice, logistical requests made through local EOC receiving an incoming DMAT with continuity of operations, demobilization of personnel while continuing operations, and demobilization of RMAT. Evaluation: Evaluation of functional exercise will be achieved by participants being monitored for their compliance to established SOP's along with the requested expertise of DMAT or SMAT team members who are brought in to the exercise in an attempt to offer problematic guidance from an experienced viewpoint.

Project Milestones

- 1 Milestone 1: Process Start Date: November 1, 2006 Begin the process of promoting an understanding of what an RMAT Team is through the Midlands region's medical community to include, but not limited to prehospital medical providers, clinical providers, and the mental health community. This function is crucial to the recruitment of qualified medical personnel. 2006-Nov-01
- 2 Milestone 2: Process Start Date: November 15, 2006 Begin the process of interagency communication between various county run prehospital emergency medical providers to promote not only their personnel's participation in the RMAT Team but to also inform them of the need for regional participation and support by the various organizations. This will be performed through the dispatch of memorandums of understanding or agreement between the Lexington County RMAT and respective counties. 2006-Nov-15
- 3 Milestone 3: Process Start Date: November 30, 2006 Begin the process of establishing training standards for all new team members. Training standards will be in accordance with prior established and universally accepted standards in regards to and consideration of a team member's current medical certification. Training standards will be under constant review and revision throughout the grant period. 2006-Nov-30
- 4 Milestone 4: Process Start Date: January 1, 2007 Begin the process of establishing recruitment standards for all new team members. Recruitment standards will be in accordance accepted practices and will focus on adding membership to the team that will provide a well rounded foundation in prehospital, clinical, and ancillary medical fields and practices. Standards will be under constant review and revision throughout the grant period. 2007-Jan-01
- 5 Milestone 5: Process Start Date: February 1, 2008 Begin the process of establishing team notification and activation standards. Standards will most likely be based on the prior established processes used in the activation and notification of COBRA Team members. Standards will be placed on file and available for viewing. Standards will be under constant review and revision throughout the grant period. 2008-Feb-01
- 6 Milestone 6: Process Start Date: March 15, 2007 Begin the process of establishing team deployment standards. Standards will most likely be based on the prior established processes used in the deployment of COBRA Team members. Standards will be placed on file and available for viewing. Standards will be under constant review and revision throughout the grant period. 2007-Mar-15
- 7 Milestone 7: Process Start Date: April 30, 2007 Begin the process of establishing standards for maintenance, use, and replacement of RMAT assets. Assets will include all mechanicals, communication, shelters, clinical devices, and medical supplies having been purchased through grant funds. Care and maintenance standards will be based upon standard care practices and manufacturer's guidelines. Standards will be placed on file and available for viewing. Standards will be under constant review and revision throughout the grant period. 2007-Apr-30
- 8 Milestone 8: Process Start Date: August 1, 2007 Begin the process of establishing Team operations standards for the deployment of equipment, operation of treatment and logistical areas, and member responsibilities once the RMAT Team has reached its designated operational area. Operational standards will include medical care treatment and modalities to include scope of practice for all certified care providers. Standards will be placed on file and available for viewing. Standards will be under constant review and revision throughout the grant period. 2007-Aug-01
- 9 Milestone 9: Process Start Date: November 1, 2007 Begin the process of establishing demobilization and return to service standards. Standards will include not only the demobilization and return to service standards for personnel who have been activated but will also include the return to service and demobilization of team equipment and the notification of proper agencies that the team ready for assignment. 2007-Nov-01
- 10 Milestone 10: Process Start Date: November 30, 2006 Begin the process of ordering and receiving grant approved equipment. Received equipment will be inventoried and placed into the RMAT Cache area for eventual constitution of the full RMAT Basic Load. All received invoices will be held on file as required by set standards and equipment will be available for review by appropriate agencies. The process of order and receipt of equipment will be ongoing throughout the grant period. 2006-Nov-30
- 11 Milestone 11: Process Start Date: October 1, 2007 Begin the process of organized team member meetings. Team members will be assembled for the purpose of familiarizing themselves with team SOP's, expectations, and training. Team members will be organized into groups to insure a well rounded capability within each group. Membership quantity will dictate operational divisions and team status. 2007-Oct-01
- 12 Milestone 12: Process Start Date: November 15, 2007 Testing and evaluation of team members understanding of clinical roles within the RMAT Team medical modalities and practices guidelines as set forth by the Medical Control Physician. Members will be tested on scope of practice, direct physician orders, and standing orders to be used when not directly in contact with the Medical Control Physician. 2007-Nov-15
- 13 Milestone 13: April 2008 Tabletop RMAT Team deployment exercise. Team members will participate in exercise that is designed to test knowledge of their role within team, established safety practices, set-up of RMAT Clinic, treatment of ill and injured by scope of practice, logistical requests made through local EOC receiving an incoming DMAT with continuity of operations, demobilization of personnel while continuing operations, and demobilization of RMAT. 2008-Apr-01
- 14 Milestone 14: October 2008 RMAT Team functional drill. Team members will participate in exercise that is designed to test knowledge of their role within team, established safety practices, set-up of RMAT Clinic, treatment of ill and injured by scope of practice, logistical requests made through local EOC receiving an incoming DMAT with continuity of operations, demobilization of personnel while continuing operations, and demobilization of RMAT. 2008-Oct-01

Requested Equipment	Qty	Cost	Total Cost										
Acetaminophen	57	\$2.90	\$165.30										
	AG	LE	EMS-NF	EMS-F	FS	HZ	PW	PSC	HC	EMA	PH	GA	CYB
	0	0	57	0	0	0	0	0	0	0	0	0	0

Budget Narrative:

This pharmaceutical drug will be purchase from a qualified pharmaceutical supply company and will be maintained with pharmacy cache assigned to the RMAT team. This item will treat either patients or RMAT members during activation. Acetaminophen Oral Liquid 160mg/5mL; 120mL Ea 12 Acetaminophen Suppositories 120mg; UD Ea 36 Acetaminophen Suppositories 650mg; UD; 100s Ea 1 Acetaminophen Tablets, 325mg;UD, 100s Ea 8

Acetylsalicylic Acid	22	\$1.20	\$26.40
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AG	LE	EMS-NF	EMS-F	FS	HZ	PW	PSC	HC	EMA	PH	GA	CYB
0	0	22	0	0	0	0	0	0	0	0	0	0

Budget Narrative:

This pharmaceutical drug will be purchase from a qualified pharmaceutical supply company and will be maintained with pharmacy cache assigned to the RMAT team. This item will treat either patients or RMAT members during activation 10-325 mg 100's UD 12-81 mg Chewable 36's UD

Adenosine 10 \$18.33 \$183.30

AG	LE	EMS-NF	EMS-F	FS	HZ	PW	PSC	HC	EMA	PH	GA	CYB
0	0	10	0	0	0	0	0	0	0	0	0	0

Budget Narrative:

This pharmaceutical drug will be purchase from a qualified pharmaceutical supply company and will be maintained with pharmacy cache assigned to the RMAT team. This item will treat either patients or RMAT members during activation.

Albuterol 30 \$11.50 \$345.00

AG	LE	EMS-NF	EMS-F	FS	HZ	PW	PSC	HC	EMA	PH	GA	CYB
0	0	30	0	0	0	0	0	0	0	0	0	0

Budget Narrative:

This pharmaceutical drug will be purchase from a qualified pharmaceutical supply company and will be maintained with pharmacy cache assigned to the RMAT team. This item will treat either patients or RMAT members during activation 4-Inhalation Soution at 0.83% 3ml and comes in packs of 50 25-Inhalers at 17 gm 1-Syrup 2mg/5ml 480ml

Amiodarone 3 \$60.00 \$180.00

AG	LE	EMS-NF	EMS-F	FS	HZ	PW	PSC	HC	EMA	PH	GA	CYB
0	0	3	0	0	0	0	0	0	0	0	0	0

Budget Narrative:

This pharmaceutical drug will be purchase from a qualified pharmaceutical supply company and will be maintained with pharmacy cache assigned to the RMAT team. This item will treat either patients or RMAT members during activation. 50 mg/ml 3ml 10's

Amoxicillin 103 \$24.00 \$2472.00

AG	LE	EMS-NF	EMS-F	FS	HZ	PW	PSC	HC	EMA	PH	GA	CYB
0	0	103	0	0	0	0	0	0	0	0	0	0

Budget Narrative:

This pharmaceutical drug will be purchase from a qualified pharmaceutical supply company and will be maintained with pharmacy cache assigned to the RMAT team. This item will treat either patients or RMAT members during activation 25-oral at 250mg 30-capsules at 250mg 48-250mg oral 150ml

Antacids 3 \$4.59 \$13.77

AG	LE	EMS-NF	EMS-F	FS	HZ	PW	PSC	HC	EMA	PH	GA	CYB
0	0	3	0	0	0	0	0	0	0	0	0	0

Budget Narrative:

This pharmaceutical drug will be purchase from a qualified pharmaceutical supply company and will be maintained with pharmacy cache assigned to the RMAT team. This item will treat either patients or RMAT members during activation. Maalox Liquid 150ml 48 bottles

Atropine Sulfate 25 \$19.49 \$487.25

AG	LE	EMS-NF	EMS-F	FS	HZ	PW	PSC	HC	EMA	PH	GA	CYB
0	0	25	0	0	0	0	0	0	0	0	0	0

Budget Narrative:

This pharmaceutical drug will be purchase from a qualified pharmaceutical supply company and will be maintained with pharmacy cache assigned to the RMAT team. This item will treat either patients or RMAT members during activation. Atropine Injection 0.1mg/mL; 10mL; 10s Ea 25

Bag, Intravenous Pressure Infusion 1 \$150.00 \$150.00

AG	LE	EMS-NF	EMS-F	FS	HZ	PW	PSC	HC	EMA	PH	GA	CYB
0	0	1	0	0	0	0	0	0	0	0	0	0

Budget Narrative:

This medical equipment/supply will be purchased from a qualified medical supply company and will be maintained with equipment cache assigned to the RMAT team. This item will assist with the treatment of either patients or RMAT members during activation. Bag, Pressure Infusion, 1000ml (Disposable) Case/25 1

Bag/Kit/Pack, Medical 2 \$450.00 \$900.00

AG	LE	EMS-NF	EMS-F	FS	HZ	PW	PSC	HC	EMA	PH	GA	CYB
0	0	2	0	0	0	0	0	0	0	0	0	0

0	0	2	0	0	0	0	0	0	0	0	0	0	0	0
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Budget Narrative:

This medical equipment/supply will be purchased from a qualified medical supply company and will be maintained with equipment cache assigned to the RMAT team. This item will assist with the treatment of either patients or RMAT members during activation PACK, THOMAS TRANSPORT Ea 2

Bag/Kit/Pack, Medical 4 \$47 50 \$190.00

AG	LE	EMS-NF	EMS-F	FS	HZ	PW	PSC	HC	EMA	PH	GA	CYB
0	0	4	0	0	0	0	0	0	0	0	0	0

Budget Narrative:

This equipment/supply will be purchased from a qualified supply company and will be maintained with equipment cache assigned to the RMAT team. This item will assist with the treatment of either patients or response to the event. Bag, Specimen, Plastic, 9" x 8" Case/1000 1 Bag, Trash, Bio Hazard, 23" x 30" x 10 Gal Pkg/250 2 Bag, Tube Feeding, Disposable, 1500cc Pkg/50 1

Bag/Kit/Pack, Medical 1 \$67 00 \$87 00

AG	LE	EMS-NF	EMS-F	FS	HZ	PW	PSC	HC	EMA	PH	GA	CYB
0	0	1	0	0	0	0	0	0	0	0	0	0

Budget Narrative:

This equipment/supply will be purchased from a qualified supply company and will be maintained with equipment cache assigned to the RMAT team. This item will assist with the treatment of either patients or response to the event Basin, Emesis, Kidney Shaped, Disposable Pkg/250 1 Basin, Wash, Plastic, 4 Quart Ea 30 Basin, Wash, Plastic, Disposable, 6 or 7 Quart Ea 50

Bags, Equipment 30 \$35 00 \$1,050 00

AG	LE	EMS-NF	EMS-F	FS	HZ	PW	PSC	HC	EMA	PH	GA	CYB
0	0	0	0	0	0	0	0	0	30	0	0	0

Budget Narrative:

This equipment/supply will be purchased from a qualified supply company and will be maintained with equipment cache assigned to the RMAT team. This item will assist with the treatment of either patients or response to the event DUFFLE BAG Ea 30

Bandages and Dressings 772 \$2 32 \$1,791 04

AG	LE	EMS-NF	EMS-F	FS	HZ	PW	PSC	HC	EMA	PH	GA	CYB
0	0	772	0	0	0	0	0	0	0	0	0	0

Budget Narrative:

This medical equipment/supply will be purchased from a qualified medical supply company and will be maintained with equipment cache assigned to the RMAT team. This item will assist with the treatment of either patients or RMAT members during activation Bandage, Adhesive, Elastic, 1 5" x 2" (Band-Aid) Pkg/24 6 Bandage, Adhesive, Ex, Large Pkg/50 6 Bandage, Elastic Rolled, 2" x 5 Yd Ea 80 Bandage, Elastic, Rolled, 4" x 4.5 Yd Ea 80 Bandage, Elastic, Rolled, 6" x 4.5 Yd Ea 80 Bandage, Gauze, Elastic, Conforming, Sterile, 2" x 5 Yd Ea 96 Bandage, Gauze, Elastic, Conforming, Sterile, 3" x 5 Yd Ea 240 Bandage, Gauze, Elastic, Conforming, Sterile, 4" x 5 Yd Pkg/24 1 Bandage, Gauze, Elastic, Conforming, Sterile, 6" x 5 Yd Pkg/48 1 Bandage, Gauze, Tubular, 1 5" x 50 Yd (Head, Arm, Leg, Knee) Ea 3 Bandage, Gauze, Tubular, 2" x 50 Yd, (Head & Shoulders) Ea 3 Bandage, Muslin, Triangular, White, w/2 Safety Pins Ea 100 Pad, Abdominal, Sterile, 7 5" x 8" Pkg/144 2 Pad, Absorbent, Nursing, Contour Shaped Pkg/12 4 Pad, Bed Linen, Disposable, 18" x 24" Pkg/300 4 Pad, Cotton, Eye Sterile, Ind Sealed Pkg/50 4 Pad, Isopropyl Alcohol, 2" x 2", Sterile Pkg/100 20 Pad, Non Adherent, Sterile, 3" x 4" Pkg/100 6 Pad, Non Adherent, Sterile, 3" x 8" Pkg/50 6 Pad, Povidone-Iodide, Sterile 3" x 9" Pkg/12 12 Pad, Sanitary, Super Size Pkg/12 12 Gauze, Iodoform Packing Strip, Sterile, 1/4" x 5 Yd Jar 12 Gauze, Petrolatum Sterile, 3" x 18" Pkg/12 4 Gauze, Petrolatum, Sterile, 3" x 38" Pkg/3 2 Sponge, Gauze Unsterile 2" x 2" Bag/200 4 Sponge, Gauze Unsterile, 4" x 4" Bag/200 4 Sponge, Laparotomy, Sterile Case/20x5 2 Sponge, Surgical, Gauze, Sterile, 1S, 2" x 2" Pkg/100 24 Sponge, Surgical, Gauze, Sterile, 1S, 4" x 4" Pkg/100 24

Batteries, All Types, Sizes 1 \$264 00 \$264.00

AG	LE	EMS-NF	EMS-F	FS	HZ	PW	PSC	HC	EMA	PH	GA	CYB
0	0	0	0	0	0	0	0	0	1	0	0	0

Budget Narrative:

This equipment/supply will be purchased from a qualified supply company and will be maintained with equipment cache assigned to the RMAT team. This item will assist with the treatment of either patients or response to the event. Battery, Alkaline, Size AA Ea 96 Battery, Alkaline, Size C Ea 72 Battery, Alkaline, Size D Ea 144

Calcium Chloride 1 \$18 50 \$18 50

AG	LE	EMS-NF	EMS-F	FS	HZ	PW	PSC	HC	EMA	PH	GA	CYB
0	0	1	0	0	0	0	0	0	0	0	0	0

Budget Narrative:

This pharmaceutical drug will be purchased from a qualified pharmaceutical supply company and will be maintained with pharmacy cache assigned to the RMAT team. This item will treat either patients or RMAT members during activation. 1-Calcium Chloride Injection 10%

Calcium Gluconate 1 \$50 00 \$50.00

AG	LE	EMS-NF	EMS-F	FS	HZ	PW	PSC	HC	EMA	PH	GA	CYB
0	0	1	0	0	0	0	0	0	0	0	0	0

AG	LE	EMS-NF	EMS-F	FS	HZ	PW	PSC	HC	EMA	PH	GA	CYB
0	0	2	0	0	0	0	0	0	0	0	0	0

Budget Narrative:

This pharmaceutical drug will be purchase from a qualified pharmaceutical supply company and will be maintained with pharmacy cache assigned to the RMAT team. This item will treat either patients or RMAT members during activation. Diazepam (Valium) Injection 5mg/mL; 2mL; 10s Ea 1 Diazepam (Valium) Tablets 5mg, UD; 100s Ea 1

Diphenhydramine 15 \$12.50 \$187.50

AG	LE	EMS-NF	EMS-F	FS	HZ	PW	PSC	HC	EMA	PH	GA	CYB
0	0	15	0	0	0	0	0	0	0	0	0	0

Budget Narrative:

This pharmaceutical drug will be purchase from a qualified pharmaceutical supply company and will be maintained with pharmacy cache assigned to the RMAT team. This item will treat either patients or RMAT members during activation. Diphenhydramine Capsules 25mg; UD, 100s Ea 10 Diphenhydramine Ellxir 12.5mg/5mL; 120mL, 24s Ea 3 Diphenhydramine Injection 50mg/mL; 10s Ea 2

Dopamine 2 \$17.50 \$35.00

AG	LE	EMS-NF	EMS-F	FS	HZ	PW	PSC	HC	EMA	PH	GA	CYB
0	0	2	0	0	0	0	0	0	0	0	0	0

Budget Narrative:

This pharmaceutical drug will be purchase from a qualified pharmaceutical supply company and will be maintained with pharmacy cache assigned to the RMAT team. This item will treat either patients or RMAT members during activation. Dopamine Injection 40mg/mL; 10mL, 10s Ea 2

Electrodes/Probes; Monitoring 125 \$23.00 \$2,875.00

AG	LE	EMS-NF	EMS-F	FS	HZ	PW	PSC	HC	EMA	PH	GA	CYB
0	0	125	0	0	0	0	0	0	0	0	0	0

Budget Narrative:

This medical equipment/supply will be purchased from a qualified medical supply company and will be maintained with equipment cache assigned to the RMAT team. This item will assist with the treatment of either patients or RMAT members during activation. Electrode, Defibrillator Type (Fast-Patch) Ea 100 Electrode, Monitoring Type LIMB LEAD ELECTRODES Ea 25

Epinephrine 5 \$19.00 \$95.00

AG	LE	EMS-NF	EMS-F	FS	HZ	PW	PSC	HC	EMA	PH	GA	CYB
0	0	5	0	0	0	0	0	0	0	0	0	0

Budget Narrative:

This pharmaceutical drug will be purchase from a qualified pharmaceutical supply company and will be maintained with pharmacy cache assigned to the RMAT team. This item will treat either patients or RMAT members during activation. Epinephrine 1:1,000 (1mg/mL); 10s Ea 2 Epinephrine 1:10,000 (0.1mg/mL); 10mL; 10s Ea 3

Equipment; Airway Management 722 \$10.90 \$7,869.80

AG	LE	EMS-NF	EMS-F	FS	HZ	PW	PSC	HC	EMA	PH	GA	CYB
0	0	722	0	0	0	0	0	0	0	0	0	0

Budget Narrative:

LARYNGOSCOPE HANDLE, Disposable Ea 4 LARYNGOSCOPE, MAC BLADE (# 2-Disposable) Ea 20 LARYNGOSCOPE, MAC BLADE (# 3-Disposable) Ea 20 LARYNGOSCOPE, MAC BLADE (# 4-Disposable) Ea 20 LARYNGOSCOPE, MILLER BLADE (# 1-Disposable) Ea 20 LARYNGOSCOPE, MILLER BLADE (# 2-Disposable) Ea 20 LARYNGOSCOPE, MILLER BLADE (# 3-Disposable) Ea 20 LARYNGOSCOPE, MILLER BLADE (# 0-Disposable) Ea 20 PULSE OXIMETER w/ADULT SENSOR, CASE Ea 2 PULSE OXIMETER, PEDIATRIC SENSOR Ea 2 Mask, Aerosol (Nebulizer) (Adult) Ea 20 Mask, Bag Valve (Ambu Bag) (Adult) Ea 24 Mask, Bag Valve (Ambu Bag) (Child) Ea 10 Mask, Oxygen (Non-Rebreather, Adult) Ea 100 Mask, Oxygen (Non-Rebreather, Pediatric) Ea 6 Mask, Oxygen (Partial Re-Breather, Adult) Ea 6 Mask, Oxygen (Partial Re-Breather, Pediatric) Ea 6 Mask, Rescue, Pocket (Disposable, Adult) Ea 4 Mask, Rescue, Pocket (Disposable, Pediatric) Ea 2 \$15.00 Mask, Surgical, Cupped (Disposable) Pkg/50 4 \$5.00 Nasopharyngeal Airways, 8.0mm ID, 10.5mm OD (32 Fr) Ea 10 \$5.00 Nasopharyngeal Airways, 6.0mm ID, 8.0mm OD (24 Fr) Ea 10 \$3.00 Nebulizer, In-Line Ea 25 \$5.00 Stylete, Intubation (Adult) Ea 24 Stylete, Intubation (Neo-Natal) Ea 10 Suction Set, Tracheal, 14', Sterile, Disposable Ea 50 Suction Unit, Portable, Collection Jar Ea 50 Suction Unit, Portable, Tubing (Sterile) 9/32 ID x 6' Ea 50 Suction Unit, Portable, Yankauer Tip Ea 50 Tube, Endotracheal 2.5 w/o Cuff Ea 10 Tube, Endotracheal 3.5 w/o Cuff Ea 10 Tube, Endotracheal 4.5 w/o Cuff Ea 6 Tube, Endotracheal 5.5 w/o Cuff Ea 6 Tube, Endotracheal 6.0 w/ Cuff Ea 20 Tube, Endotracheal 7.0 w/ Cuff Ea 20 Tube, Endotracheal 7.5 w/ Cuff Ea 20 Tube, Endotracheal 8.0 w/ Cuff Ea 20 Tube, Feeding, Surgical, Non-Sterile, 15 Pkg/10 1 Tube, Nasal Gastric (NGT), 10 French Case/50 1 Tube, Nasal Gastric (NGT), 16 French Case/50 1

Equipment, Blood Pressure 18 \$10.00 \$180.00

AG	LE	EMS-NF	EMS-F	FS	HZ	PW	PSC	HC	EMA	PH	GA	CYB
0	0	18	0	0	0	0	0	0	0	0	0	0

Budget Narrative:

This medical equipment/supply will be purchased from a qualified medical supply company and will be maintained with equipment cache assigned to the RMAT team. This item will assist with the treatment of either patients or RMAT members during activation. SPHYGMOMANOMETER, SET w/THIGH CUFF Ea 2 SPHYGMOMANOMETER, SET, ADULT w/CASE Ea 12 SPHYGMOMANOMETER, SET, CHILD w/CASE Ea 2 SPHYGMOMANOMETER, SET, INFANT w/CASE Ea 2

Equipment, Oxygen 1 \$1,500.00 \$1,500.00

AG	LE	EMS-NF	EMS-F	FS	HZ	PW	PSC	HC	EMA	PH	GA	CYB
0	0	1	0	0	0	0	0	0	0	0	0	0

Budget Narrative:

This medical equipment/supply will be purchased from a qualified medical supply company and will be maintained with equipment cache assigned to the RMAT team. This item will assist with the treatment of either patients or RMAT members during activation. OXYGEN, MULTI-OUTLET MANIFOLD KIT Ea 1

Equipment, Oxygen 1 \$429.00 \$429.00

AG	LE	EMS-NF	EMS-F	FS	HZ	PW	PSC	HC	EMA	PH	GA	CYB
0	0	1	0	0	0	0	0	0	0	0	0	0

Budget Narrative:

This equipment/supply will be purchased from a qualified supply company and will be maintained with equipment cache assigned to the RMAT team. This item will assist with the treatment of either patients or response to the event. OXYGEN, CYLINDER, "M" (110 cuft) Ea 1 OXYGEN, CYLINDER, "M" (110 cuft), REGULATOR Ea 1 OXYGEN, CYLINDER, WRENCH Ea 1 OXYGEN, TUBING (Low Pressure) Roll/100' 4 OXYGEN, TUBING (Low Pressure), CONNECTOR (Christmas Tree Type) Ea 12 OXYGEN, TUBING (Low Pressure), CONNECTOR (Straight Type) Ea 12 OXYGEN, HOSE, HIGH PRESSURE (20') Ea 1

Equipment, Suction Units 4 \$285.00 \$1,140.00

AG	LE	EMS-NF	EMS-F	FS	HZ	PW	PSC	HC	EMA	PH	GA	CYB
0	0	4	0	0	0	0	0	0	0	0	0	0

Budget Narrative:

This medical equipment/supply will be purchased from a qualified medical supply company and will be maintained with equipment cache assigned to the RMAT team. This item will assist with the treatment of either patients or RMAT members during activation. SUCTION UNIT, PORTABLE Ea 2 SUCTION UNIT, PORTABLE, SPARE BATTERY Ea 2

Erythromycin 3 \$4.08 \$12.24

AG	LE	EMS-NF	EMS-F	FS	HZ	PW	PSC	HC	EMA	PH	GA	CYB
0	0	3	0	0	0	0	0	0	0	0	0	0

Budget Narrative:

This pharmaceutical drug will be purchase from a qualified pharmaceutical supply company and will be maintained with pharmacy cache assigned to the RMAT team. This item will treat either patients or RMAT members during activation. Erythromycin Ophthalmic Ointment 5mg/g, 3.5 g Tube Ea 3

Fluid, Electrolyte Replacement, Oral 15 \$34.00 \$510.00

AG	LE	EMS-NF	EMS-F	FS	HZ	PW	PSC	HC	EMA	PH	GA	CYB
0	0	15	0	0	0	0	0	0	0	0	0	0

Budget Narrative:

This pharmaceutical drug will be purchase from a qualified pharmaceutical supply company and will be maintained with pharmacy cache assigned to the RMAT team. This item will treat either patients or RMAT members during activation. Gatorade (Oral Rehydration Electrolyte solution); 32 fl oz; 3 bottles Ea 4 Gator-Aid Packets for Reconstitution Ea 1 Pedialyte or Rehydralyte Solution 8 fl oz, 24s Ea 10

Fosphenytoin 10 \$20.72 \$207.20

AG	LE	EMS-NF	EMS-F	FS	HZ	PW	PSC	HC	EMA	PH	GA	CYB
0	0	10	0	0	0	0	0	0	0	0	0	0

Budget Narrative:

This pharmaceutical drug will be purchase from a qualified pharmaceutical supply company and will be maintained with pharmacy cache assigned to the RMAT team. This item will treat either patients or RMAT members during activation. Fosphenytoin Sodium Injection, 100 mg/2 ml, vials Ea 10

Furosemide 3 \$11.00 \$33.00

AG	LE	EMS-NF	EMS-F	FS	HZ	PW	PSC	HC	EMA	PH	GA	CYB
0	0	3	0	0	0	0	0	0	0	0	0	0

Budget Narrative:

This pharmaceutical drug will be purchase from a qualified pharmaceutical supply company and will be maintained with pharmacy cache assigned to the RMAT team. This item will treat either patients or RMAT members during activation. Furosemide Injection 10 mg/ml 10 ml, 5's Ea 2 Furosemide Tablets 40mg; UD; 100s Ea 1

Generators 1 \$1,500.00 \$1,500.00

AG	LE	EMS-NF	EMS-F	FS	HZ	PW	PSC	HC	EMA	PH	GA	CYB
0	0	1	0	0	0	0	0	0	0	0	0	0

Budget Narrative:

This equipment/supply will be purchased from a qualified supply company and will be maintained with equipment cache assigned to the RMAT team. This item will assist with the treatment of either patients or response to the event. GENERATORS, 8000W Ea 1

Gentamicin 7 \$9 25 \$64.75

AG	LE	EMS-NF	EMS-F	FS	HZ	PW	PSC	HC	EMA	PH	GA	CYB
0	0	7	0	0	0	0	0	0	0	0	0	0

Budget Narrative:

This pharmaceutical drug will be purchase from a qualified pharmaceutical supply company and will be maintained with pharmacy cache assigned to the RMAT team. This item will treat either patients or RMAT members during activation. Gentamicin Ophthalmic Solution 3mg/ml 5ml Ea 6 Gentamycin Injection, 40 mg/ml equiv., 2 ml, 25's Ea 1

Gloves, Biomedical, Sterile 92 \$10 85 \$998 20

AG	LE	EMS-NF	EMS-F	FS	HZ	PW	PSC	HC	EMA	PH	GA	CYB
0	0	92	0	0	0	0	0	0	0	0	0	0

Budget Narrative:

This medical equipment/supply will be purchased from a qualified medical supply company and will be maintained with equipment cache assigned to the RMAT team. This item will assist with the treatment of either patients or RMAT members during activation. Gloves, Examination, Non-Latex (no powder) Small Box/100 5 Gloves, Examination, Non-Latex (no powder) Med Box/100 15 Gloves, Examination, Non-Latex (no powder) Lrg Box/100 15 Gloves, Examination, Non-Latex (no powder) X-Lrg Box/100 10 Gloves, Examination, Vinyl, Large (8-9) Box/100 12 Gloves, Examination, Vinyl, Small (6-7) Box/100 6 Gloves, Plastic, Food Handling Roll/100 5 Gloves, Surgeons, Sterile, Latex, Size #6.5 Pkg/50Pr 6 Gloves, Surgeons, Sterile, Latex, Size #7.5 Pkg/50Pr 6 Gloves, Surgeons, Sterile, Latex, Size #8 Pkg/50Pr 6 Gloves, Utility, Nitrite Rubber, Large Pkg/12Pr 3 Gloves, Utility, Nitrite Rubber, Small Pkg/12Pr 3

Gloves, Outer, Work 30 \$15 00 \$450.00

AG	LE	EMS-NF	EMS-F	FS	HZ	PW	PSC	HC	EMA	PH	GA	CYB
0	0	0	0	0	0	0	0	0	30	0	0	0

Budget Narrative:

This equipment/supply will be purchased from a qualified supply company and will be maintained with equipment cache assigned to the RMAT team. This item will assist with the treatment of either patients or response to the event. WORK GLOVES, LARGE Ea 10 WORK GLOVES, MEDIUM Ea 10 WORK GLOVES, X-LARGE Ea 10

Glucagon 10 \$76 62 \$766.20

AG	LE	EMS-NF	EMS-F	FS	HZ	PW	PSC	HC	EMA	PH	GA	CYB
0	0	10	0	0	0	0	0	0	0	0	0	0

Budget Narrative:

This pharmaceutical drug will be purchase from a qualified pharmaceutical supply company and will be maintained with pharmacy cache assigned to the RMAT team. This item will treat either patients or RMAT members during activation. Glucagon for Injection 1mg w/ 1 ml Sterile Diluent Ea 10

Hardware, Computer, Integrated 1 \$300 00 \$300 00

AG	LE	EMS-NF	EMS-F	FS	HZ	PW	PSC	HC	EMA	PH	GA	CYB
0	0	1	0	0	0	0	0	0	0	0	0	0

Budget Narrative:

This equipment/supply will be purchased from a qualified supply company and will be maintained with equipment cache assigned to the RMAT team. This item will assist with the treatment of either patients or response to the event. HP printer/Copier/Scanner Ea 1

Ibuprofen 47 \$4 60 \$216.20

AG	LE	EMS-NF	EMS-F	FS	HZ	PW	PSC	HC	EMA	PH	GA	CYB
0	0	47	0	0	0	0	0	0	0	0	0	0

Budget Narrative:

This pharmaceutical drug will be purchase from a qualified pharmaceutical supply company and will be maintained with pharmacy cache assigned to the RMAT team. This item will treat either patients or RMAT members during activation. Ibuprofen Oral Suspension 100mg/5mL, 120mL Ea 40 Ibuprofen Tablets 400mg; UD; 100s Ea 4 Ibuprofen Tablets 600 mg, 100's Ea 3

Ipratropium 25 \$70.50 \$1,762.50

AG	LE	EMS-NF	EMS-F	FS	HZ	PW	PSC	HC	EMA	PH	GA	CYB
0	0	25	0	0	0	0	0	0	0	0	0	0

Budget Narrative:

This pharmaceutical drug will be purchase from a qualified pharmaceutical supply company and will be maintained with pharmacy cache assigned to the RMAT team. This item will treat either patients or RMAT members during activation. 25-Inhalation Aerosol 14g

Ketorolac 5 \$14 39 \$71.95

AG	LE	EMS-NF	EMS-F	FS	HZ	PW	PSC	HC	EMA	PH	GA	CYB
0	0	5	0	0	0	0	0	0	0	0	0	0

Budget Narrative:

This pharmaceutical drug will be purchase from a qualified pharmaceutical supply company and will be maintained with pharmacy cache assigned to the RMAT team. This item will treat either patients or RMAT members during activation. Ketoralac (Toradol) Injection 30mg/mL; 2mL Ea 5

Kit, Debdment, and Supplies 100 \$1.50 \$150.00

AG	LE	EMS-NF	EMS-F	FS	HZ	PW	PSC	HC	EMA	PH	GA	CYB
0	0	100	0	0	0	0	0	0	0	0	0	0

Budget Narrative:

This medical equipment/supply will be purchased from a qualified medical supply company and will be maintained with equipment cache assigned to the RMAT team. This item will assist with the treatment of either patients or RMAT members during activation. Irrigation Kit, Type 1, w/syringe Box 100

Kit, Obstetrical 10 \$6.00 \$60.00

AG	LE	EMS-NF	EMS-F	FS	HZ	PW	PSC	HC	EMA	PH	GA	CYB
0	0	10	0	0	0	0	0	0	0	0	0	0

Budget Narrative:

This medical equipment/supply will be purchased from a qualified medical supply company and will be maintained with equipment cache assigned to the RMAT team. This item will assist with the treatment of either patients or RMAT members during activation. Obstetrical Kit, Emergency Ea 10

Kit, Tools Miscellaneous Non-sparking 30 \$100.00 \$3,000.00

AG	LE	EMS-NF	EMS-F	FS	HZ	PW	PSC	HC	EMA	PH	GA	CYB
0	0	30	0	0	0	0	0	0	0	0	0	0

Budget Narrative:

This equipment/supply will be purchased from a qualified supply company and will be maintained with equipment cache assigned to the RMAT team. This item will assist with the treatment of either patients or response to the event. Ready to go meal kits

Lidocaine, all concentrations 39 \$8.25 \$321.75

AG	LE	EMS-NF	EMS-F	FS	HZ	PW	PSC	HC	EMA	PH	GA	CYB
0	0	39	0	0	0	0	0	0	0	0	0	0

Budget Narrative:

This pharmaceutical drug will be purchase from a qualified pharmaceutical supply company and will be maintained with pharmacy cache assigned to the RMAT team. This item will treat either patients or RMAT members during activation. Lidocaine 0.4% 500mL IV bag; 10s Ea 1 Lidocaine 1% Injection 10mL, 10s Ea 2 Lidocaine 1% Injection; 30mL, 5 syringes/pkg Ea 10 Lidocaine 1% w/Epinephne Injection; 30mL, 5 amps Ea 5 Lidocaine 4% Viscous 50mL Ea 20 Lidocaine Hydrocaine Jelly 2% , 30 ml Ea 1

Lighting, Portable Area Illumination 8 \$125.00 \$1,000.00

AG	LE	EMS-NF	EMS-F	FS	HZ	PW	PSC	HC	EMA	PH	GA	CYB
0	0	8	0	0	0	0	0	0	0	0	0	0

Budget Narrative:

This equipment/supply will be purchased from a qualified supply company and will be maintained with equipment cache assigned to the RMAT team. This item will assist with the treatment of either patients or RMAT members during activation.

Lighting, Portable Area Illumination 60 \$30.00 \$1,800.00

AG	LE	EMS-NF	EMS-F	FS	HZ	PW	PSC	HC	EMA	PH	GA	CYB
0	0	60	0	0	0	0	0	0	0	0	0	0

Budget Narrative:

This equipment/supply will be purchased from a qualified supply company and will be maintained with equipment cache assigned to the RMAT team. This item will assist with the treatment of either patients or response to the event. HEADLAMP FLASHLIGHT Ea 30 FLASHLIGHT Ea 30

Linens 1 \$2,240.00 \$2,240.00

AG	LE	EMS-NF	EMS-F	FS	HZ	PW	PSC	HC	EMA	PH	GA	CYB
0	0	0	0	0	0	0	0	0	1	0	0	0

Budget Narrative:

This equipment/supply will be purchased from a qualified supply company and will be maintained with equipment cache assigned to the RMAT team. This item will assist with the treatment of either patients or response to the event. Sheet, Bed , White, Dispsable, 60" x 96" Pkg/25 18 Towel Pack, Surgical, Sterile, Disposable, 16" x 29" Pkg/35 5 Wash Cloth, Disposable, 10.5" x 13" Pkg/500 2

Linens 30 \$260.00 \$7,800.00

AG	LE	EMS-NF	EMS-F	FS	HZ	PW	PSC	HC	EMA	PH	GA	CYB
0	0	0	0	0	0	0	0	0	0	0	0	0

0 0 0 0 0 0 0 0 0 0 30 0 0 0

Budget Narrative:

This equipment/supply will be purchased from a qualified supply company and will be maintained with equipment cache assigned to the RMAT team. This item will assist with the treatment of either patients or response to the event SLEEPING BAG, (ALL WEATHER SYSTEM) Ea 30

Linens 100 \$10.00 \$1,000.00

AG	LE	EMS-NF	EMS-F	FS	HZ	PW	PSC	HC	EMA	PH	GA	CYB
0	0	100	0	0	0	0	0	0	0	0	0	0

Budget Narrative:

This equipment/supply will be purchased from a qualified supply company and will be maintained with equipment cache assigned to the RMAT team. This item will assist with the treatment of either patients or response to the event 25 adult diapers 25 child diapers 50 medical gowns

Linens 1 \$86.00 \$86.00

AG	LE	EMS-NF	EMS-F	FS	HZ	PW	PSC	HC	EMA	PH	GA	CYB
0	0	1	0	0	0	0	0	0	0	0	0	0

Budget Narrative:

This equipment/supply will be purchased from a qualified supply company and will be maintained with equipment cache assigned to the RMAT team. This item will assist with the treatment of either patients or response to the event. Drape, Examination, Disposable, 40 x 72" Pkg/50 4 Drape, Examination, Disposable, 40" x 48" Pkg/100 2

Loperamide 12 \$3.75 \$45.00

AG	LE	EMS-NF	EMS-F	FS	HZ	PW	PSC	HC	EMA	PH	GA	CYB
0	0	12	0	0	0	0	0	0	0	0	0	0

Budget Narrative:

This pharmaceutical drug will be purchased from a qualified pharmaceutical supply company and will be maintained with pharmacy cache assigned to the RMAT team. This item will treat either patients or RMAT members during activation Loperamide (Imodium) Solution 1mg/5mL; 60mL Ea 10 Loperamide Hydrochloride Capsules, 2mg, UD, 100's Ea 2

Lorazepam 3 \$20.00 \$60.00

AG	LE	EMS-NF	EMS-F	FS	HZ	PW	PSC	HC	EMA	PH	GA	CYB
0	0	3	0	0	0	0	0	0	0	0	0	0

Budget Narrative:

This pharmaceutical drug will be purchased from a qualified pharmaceutical supply company and will be maintained with pharmacy cache assigned to the RMAT team. This item will treat either patients or RMAT members during activation Lorazepam Injection, 2mg/ml 1 ml tubex 10's Ea 2 Lorazepam Tablets, 1 mg, 100's, UD Ea 1

Magnesium Sulfate 2 \$19.75 \$39.50

AG	LE	EMS-NF	EMS-F	FS	HZ	PW	PSC	HC	EMA	PH	GA	CYB
0	0	2	0	0	0	0	0	0	0	0	0	0

Budget Narrative:

This pharmaceutical drug will be purchased from a qualified pharmaceutical supply company and will be maintained with pharmacy cache assigned to the RMAT team. This item will treat either patients or RMAT members during activation Magnesium Sulfate Injection 0.5 g/ml, 2 ml, 25's Ea 1 Magnesium Sulfate Injection 500 mg/ml 10 ml, 10's Ea 1

Meters, Glucose 4 \$40.00 \$160.00

AG	LE	EMS-NF	EMS-F	FS	HZ	PW	PSC	HC	EMA	PH	GA	CYB
0	0	4	0	0	0	0	0	0	0	0	0	0

Budget Narrative:

This medical equipment/supply will be purchased from a qualified medical supply company and will be maintained with equipment cache assigned to the RMAT team. This item will assist with the treatment of either patients or RMAT members during activation MONITOR, BLOOD GLUCOSE Ea 4

Methylprednisolone 32 \$48.75 \$1,560.00

AG	LE	EMS-NF	EMS-F	FS	HZ	PW	PSC	HC	EMA	PH	GA	CYB
0	0	32	0	0	0	0	0	0	0	0	0	0

Budget Narrative:

This pharmaceutical drug will be purchased from a qualified pharmaceutical supply company and will be maintained with pharmacy cache assigned to the RMAT team. This item will treat either patients or RMAT members during activation Methylprednisolone Injection 125mg, 2mL Ea 20 Methylprednisolone Sodium Injection 1000mg (Solu-Medrol) Ea 2 Methylprednisolone Tablets (Medrol Dosepak) 4 mg, 21's Ea 10

Midazolam 2 \$7.90 \$15.80

AG	LE	EMS-NF	EMS-F	FS	HZ	PW	PSC	HC	EMA	PH	GA	CYB
0	0	2	0	0	0	0	0	0	0	0	0	0

0	0	2	0	0	0	0	0	0	0	0	0	0	0	0
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Budget Narrative:

This pharmaceutical drug will be purchase from a qualified pharmaceutical supply company and will be maintained with pharmacy cache assigned to the RMAT team. This item will treat either patients or RMAT members during activation. Midazolam Injection, 5 mg/ml equiv., 2 ml syringes, 10's Ea 2

Monitor, End Tidal CO2,
Quantitative/Qualitative

1

\$60 00

\$60 00

AG	LE	EMS-NF	EMS-F	FS	HZ	PW	PSC	HC	EMA	PH	GA	CYB
0	0	1	0	0	0	0	0	0	0	0	0	0

Budget Narrative:

This medical equipment/supply will be purchased from a qualified medical supply company and will be maintained with equipment cache assigned to the RMAT team. This item will assist with the treatment of either patients or RMAT members during activation. Intubation Indicator Kit, CO2 (Disposable) Box/36 1

Morphine Sulfate

4

\$9.60

\$38.40

AG	LE	EMS-NF	EMS-F	FS	HZ	PW	PSC	HC	EMA	PH	GA	CYB
0	0	4	0	0	0	0	0	0	0	0	0	0

Budget Narrative:

This pharmaceutical drug will be purchase from a qualified pharmaceutical supply company and will be maintained with pharmacy cache assigned to the RMAT team. This item will treat either patients or RMAT members during activation Morphine Sulphate Injection 10mg/mL Tubex 10s Ea 4

Movers, Prime; for Equipment
Trailers

1

\$97,792.20

\$97,792.20

AG	LE	EMS-NF	EMS-F	FS	HZ	PW	PSC	HC	EMA	PH	GA	CYB
0	0	1	0	0	0	0	0	0	0	0	0	0

Budget Narrative:

2007 F750 Crew Cab with a Cargo Box and a Jimmy Lift This truck will transport RMAT related equipment and personnel in the event of CBRNE/Terrorist incident. The box will have heat/airconditioning in order for the RMAT members to have a place to rest. 3 cab configurations. Regular Cab, SuperCab, Crew Cab 3 diesel engine families: 5.9L Cummins® Turbo Diesel, 7.2L Caterpillar® Turbo Diesel and 6.0L Power Stroke® V8 Turbo Diesel 21 horsepower and torque ratings topping out at 300 hp and 860 lb.-ft. of torque 13 transmissions, 10 rear axles Standard air conditioning Pro Loader (low loadfloor) truck combines low load height; with tight turning diameter Rear air suspension option from 12,000 lbs. up to 23,000 lbs., available with either air or hydraulic brakes options 6 Allison® tailored vocational transmissions F-750 F-750 S Belt-Minder® safety belt reminder Color-keyed safety belts with fixed D-rings (Regular Cab) or adjustable D-rings (SuperCab and Crew Cab) 2 Motorcraft® 12-volt, 625-CCA batteries 5 roof clearance lights 12-volt, 130-amp, 1950-watt alternator Air conditioning Body builders wiring at back of cab at frame Brakes - 4-channel Anti-lock Brake System (ABS) Chrome grille with chrome headlamp bezels Engine - 5.9L Cummins® Turbo Diesel (ISB 200) Exhaust - Aluminized-steel single horizontal muffler and short tailpipe, frame-mounted, right-side Exterior and interior assist handles Front-end tilting fiberglass hood and fender assembly - Frame-mounted with torsion-bar assist (includes integral noise shield, inner splash shields, and mudflaps) Fuel tank - 35-gallon (132.5-liter) capacity Full-width chrome-steel front bumper Instrument panel-mounted cruise control Mirrors - Dual rectangular, 71/2" x 161/2" stainless steel, West Coast-style, with 102" spacing Transmission - Allison® 2500 Series wide-ratio 5-speed automatic 3 front bumper options, including bumper delete 5 single muffler/tailpipe options Automatic Traction Control Body builders wiring to end of frame Brakes - Air system Engine block heater Engine exhaust brake Floor console between front bucket seats Front frame extension Fuel tank - 35-gallon (132.5-liter) to 160-gallon (605.7-liter) capacity (14 different option combinations) Power TakeOff (PTO) provision Rear air suspension Seats - 30/70, 40/70, 30/0/0, 40/0/0, 30/0/30, 30/0/40, 40/0/40, and 40/20/40 front-seat combinations Transmission - 5-, 6- or 7-speed manual Transmission - 5- or 6-speed automatic XL Trim Package (680A) • Bright front headlamp bezel, chrome grille and chrome front bumper, cloth sun visors with passenger-side mirror, high-back driver's seat with 2-person passenger's seat, manual air conditioning, and vinyl seat trim XLT Trim Package (682A) • AM/FM stereo with single-CD player, cloth seat trim, high-back driver and passenger seats with integral head restraints and folding seatbacks, driver's-seat recline, intermediate-folding center-rear seat that creates armrest with cupholders, molded door-trim panels with lower map pocket, and Power Equipment Group Ford Motor Company reserves the right to change product specifications at any time without incurring obligations.

Movers, Prime; for Equipment
Trailers

\$34,000.00

\$34,000.00

AG	LE	EMS-NF	EMS-F	FS	HZ	PW	PSC	HC	EMA	PH	GA	CYB
0	0	1	0	0	0	0	0	0	0	0	0	0

Budget Narrative:

2007 F350 Crew Cab Super Duty with Box Camper This truck will be utilized to transport RMAT related equipment and personnel. F-Series has been the best-selling pickup for 29 years and the best-selling vehicle in the U.S. for 24 years Five years or 60,000 miles limited powertrain warranty* 5.4L 3-valve Triton® V8 engine, 6.8L 3-valve Triton V10 engine with Electronic Throttle Control, or 6.0L 32-valve Power Stroke® V8 Turbo Diesel engine options TorqShift™ 5-speed automatic transmission optional with gas and diesel engines 5.4L gas and 6.0L diesel engines optional with 50-State Emissions System Large front and rear brake rotors Class-exclusive, factory-installed integrated Trailer Brake Controller (TBC) optional on all models Coil front springs standard on all models 6.0L Power Stroke V8 Turbo Diesel engine meets requirements for Federal LEV certification * Five years or 60,000 miles, whichever comes first. Diesel engine warranty coverage is 5 years/100,000 miles. See your dealer for limited-warranty details. 3 distinctive trim levels • XL • XLT • Lariat Airbags - Driver and front-passenger Belt-Minder® safety belt reminder BlockerBeam® front bumper underride protection system Child tethers - Front-passenger (Regular Cab); all rear-seating positions (SuperCab and Crew Cab) Front-outboard safety belts with height adjustable shoulder belts Passenger-airbag deactivation switch (not included with Crew Cab) Axle - Front Twin-1-Beam with coil spring suspension (4x2) Axle - Twin-Coil Monobeam front suspension (4x4) Box rail and tailgate top-edge molding - Black Brakes - 4-wheel Anti-lock Brake System (ABS) Dual instrument panel-mounted cupholders Engine - 5.4L 3-valve Triton® V8 with 6-speed manual overdrive transmission Front stabilizer bar Manual transfer case and manual hubs (4x4) Partitionable and stackable pickup box Pickup box cargo lamp Pickup box tie-down hooks Removable tailgate with lock Trailer wiring - 7-wire harness with relays and 7-1/4-pin connector 12,500-lb. Built Ford Tough trailer hitch receiver (15,000-lb. optional on F-350 DRW) Adjustable brake and accelerator pedals Air conditioning Dual alternators (diesel only) Engine - 6.0L Power Stroke® V8 Turbo Diesel Engine - 6.8L 3-valve Triton V10 Molded black cab steps Pickup box delete Reverse Sensing System Roof clearance lamps Sliding rear window Transmission - Diesel PTO Transmission - TorqShift™ 5-speed automatic Upfitter switches - 4 Advanced Security Group (60F) Camper Package (532) FX4 Off-Road Package (55F) Heavy-Service Suspension Package (674) King Ranch Package (17K) (Lariat only) Power Equipment Group (903) (Fleet only on XL) Skid Plate Package (413) Snow Plow Prep Package (86M) Stabilizer Package (63B) TowCommand Integrated Trailer Brake Controller System (91T) XL Décor Group (17F) XLT Sport Package (17B)

Naloxone 2 \$85 00 \$170 00

AG	LE	EMS-NF	EMS-F	FS	HZ	PW	PSC	HC	EMA	PH	GA	CYB
0	0	2	0	0	0	0	0	0	0	0	0	0

Budget Narrative:

This pharmaceutical drug will be purchase from a qualified pharmaceutical supply company and will be maintained with pharmacy cache assigned to the RMAT team. This item will treat either patients or RMAT members during activation Naloxone Hydrochloride Injection 1 mg/ml, 2 ml , 10's Ea 2

Needles, Intraosseous Infusion 80 \$112 50 \$9,000 00

AG	LE	EMS-NF	EMS-F	FS	HZ	PW	PSC	HC	EMA	PH	GA	CYB
0	0	80	0	0	0	0	0	0	0	0	0	0

Budget Narrative:

This medical equipment/supply will be purchased from a qualified medical supply company and will be maintained with equipment cache assigned to the RMAT team. This item will assist with the treatment of either patients or RMAT members during activation. EZ IO DRILL WITH CARRYING CASE Ea 5 EZ IO , PEDIATRIC IO NEEDLE Ea 25 EZ IO, ADULT NEEDLE Ea 50

Needles, Intraosseous Infusion 4 \$15 00 \$60.00

AG	LE	EMS-NF	EMS-F	FS	HZ	PW	PSC	HC	EMA	PH	GA	CYB
0	0	4	0	0	0	0	0	0	0	0	0	0

Budget Narrative:

This equipment/supply will be purchased from a qualified supply company and will be maintained with equipment cache assigned to the RMAT team. This item will assist with the treatment of either patients or response to the event Needle, Blood Collection 21Ga (Thin Wall) (Vac-U-Tainer) Pkg/50 4

Nitroglycerin 17 \$72 50 \$1,232.50

AG	LE	EMS-NF	EMS-F	FS	HZ	PW	PSC	HC	EMA	PH	GA	CYB
0	0	17	0	0	0	0	0	0	0	0	0	0

Budget Narrative:

This pharmaceutical drug will be purchase from a qualified pharmaceutical supply company and will be maintained with pharmacy cache assigned to the RMAT team. This item will treat either patients or RMAT members during activation Nitroglycerine Injection 5mg/mL, 10mL, 5 vials Ea 10 Nitroglycerine Ointment 2%, 60 g w/ dosage paper, tubes Ea 3 Nitroglycerine Sublingual Tablets 0.4mg, 25s Ea 4

Otoscope/Ophthalmoscope 2 \$300.00 \$600.00

AG	LE	EMS-NF	EMS-F	FS	HZ	PW	PSC	HC	EMA	PH	GA	CYB
0	0	2	0	0	0	0	0	0	0	0	0	0

Budget Narrative:

This medical equipment/supply will be purchased from a qualified medical supply company and will be maintained with equipment cache assigned to the RMAT team. This item will assist with the treatment of either patients or RMAT members during activation. OTOSCOPE / OPHTHALMOSCOPE Ea 2

Oximeter, Pulse 102 \$13 23 \$1,349 46

AG	LE	EMS-NF	EMS-F	FS	HZ	PW	PSC	HC	EMA	PH	GA	CYB
0	0	102	0	0	0	0	0	0	0	0	0	0

Budget Narrative:

This medical equipment/supply will be purchased from a qualified medical supply company and will be maintained with equipment cache assigned to the RMAT team. This item will assist with the treatment of either patients or RMAT members during activation. PULSE OXIMETER w/ADULT SENSOR, CASE Ea 2 PULSE OXIMETER, PEDIATRIC SENSOR Ea 100

Oximeter, Pulse 1 \$500 00 \$500 00

AG	LE	EMS-NF	EMS-F	FS	HZ	PW	PSC	HC	EMA	PH	GA	CYB
0	0	0	0	0	0	0	0	0	1	0	0	0

Budget Narrative:

This equipment/supply will be purchased from a qualified supply company and will be maintained with equipment cache assigned to the RMAT team This item will assist with the treatment of either patients or response to the event. PULSE MONITOR, FETAL DOPPLER STETHOSCOPE Ea 1

Oxygen 6 \$300.00 \$1,800.00

AG	LE	EMS-NF	EMS-F	FS	HZ	PW	PSC	HC	EMA	PH	GA	CYB
0	0	6	0	0	0	0	0	0	0	0	0	0

Budget Narrative:

This pharmaceutical drug will be purchase from a qualified pharmaceutical supply company and will be maintained with pharmacy cache assigned to the RMAT team This item will treat either patients or RMAT members during activation. Oxygen Kit Portable with D Tank

Pads, Alcohol Prep

20

\$2.00

\$40.00

AG	LE	EMS-NF	EMS-F	FS	HZ	PW	PSC	HC	EMA	PH	GA	CYB
0	0	20	0	0	0	0	0	0	0	0	0	0

Budget Narrative:

This medical equipment/supply will be purchased from a qualified medical supply company and will be maintained with equipment cache assigned to the RMAT team. This item will assist with the treatment of either patients or RMAT members during activation. Pad, Isopropyl Alcohol, 2" x 2", Sterile Pkg/100 20

Pnergan

36

\$4.00

\$144.00

AG	LE	EMS-NF	EMS-F	FS	HZ	PW	PSC	HC	EMA	PH	GA	CYB
0	0	36	0	0	0	0	0	0	0	0	0	0

Budget Narrative:

This pharmaceutical drug will be purchase from a qualified pharmaceutical supply company and will be maintained with pharmacy cache assigned to the RMAT team. This item will treat either patients or RMAT members during activation. Promethazine Injector 25 mg, Adult, UD Ea 36

Phenytoin

10

\$39.00

\$390.00

AG	LE	EMS-NF	EMS-F	FS	HZ	PW	PSC	HC	EMA	PH	GA	CYB
0	0	10	0	0	0	0	0	0	0	0	0	0

Budget Narrative:

This pharmaceutical drug will be purchase from a qualified pharmaceutical supply company and will be maintained with pharmacy cache assigned to the RMAT team. This item will treat either patients or RMAT members during activation. Phenytoin Injection 50mg/mL; 5mL; 10 amps Ea 2 Phenytoin Oral Suspension, 125 mg/5 ml, 237ml, 8 fl ozs Ea 3 Phenytoin Sodium Capsules, 100 mg, UD, 100's Ea 5

Polysporin Ointment

32

\$3.60

\$115.20

AG	LE	EMS-NF	EMS-F	FS	HZ	PW	PSC	HC	EMA	PH	GA	CYB
0	0	32	0	0	0	0	0	0	0	0	0	0

Budget Narrative:

This pharmaceutical drug will be purchase from a qualified pharmaceutical supply company and will be maintained with pharmacy cache assigned to the RMAT team. This item will treat either patients or RMAT members during activation. Neosporin Ointment; 15gm; Ea 24 Bacitracin Ointment 15gm; 12s Ea 8

Protection, Hearing

5

\$20.00

\$100.00

AG	LE	EMS-NF	EMS-F	FS	HZ	PW	PSC	HC	EMA	PH	GA	CYB
0	0	5	0	0	0	0	0	0	0	0	0	0

Budget Narrative:

This equipment/supply will be purchased from a qualified supply company and will be maintained with equipment cache assigned to the RMAT team. This item will assist with the treatment of either patients or response to the event. EARPLUGS Box/40 5

Radio, Portable

82

\$504.00

\$41,328.00

AG	LE	EMS-NF	EMS-F	FS	HZ	PW	PSC	HC	EMA	PH	GA	CYB
0	0	82	0	0	0	0	0	0	0	0	0	0

Budget Narrative:

This radio equipment will be purchased from a qualified interoperable communications company that will be assigned to the RMAT team. This item will assist in communication. This will also include monthly fees for the first year. RADIO, PORTABLE, XTS2500, MODEL III, FULL KEY PAD Ea 10 RADIO, PORTABLE, 3600 BAUD SMARTZONE DIGITAL PACKAGE Ea 10 RADIO, PORTABLE, 3 YEAR WARRANTY Ea 10 RADIO, PORTABLE, IMPRESS ULTRA HIGH CAPACITY BATTERY Ea 30 RADIO, PORTABLE, REMOTE SPEAKER MICROPHONE Ea 10 RADIO, PORTABLE, IMPRESS RAPID CHARGER Ea 10 RADIO, PORTABLE, MULTI UNIT CHARGER Ea 1 RADIO, VHF BASE STATION W ANTENNA AND ACCESSORIES Ea 1

Ringers Solution, Lactated

4

\$15.00

\$60.00

AG	LE	EMS-NF	EMS-F	FS	HZ	PW	PSC	HC	EMA	PH	GA	CYB
0	0	4	0	0	0	0	0	0	0	0	0	0

Budget Narrative:

This pharmaceutical drug will be purchase from a qualified pharmaceutical supply company and will be maintained with pharmacy cache assigned to the RMAT team. This item will treat either patients or RMAT members during activation. Lactated Ringers Injection 1000ml 12's Ea 4

Saline Solution

18

\$18.00

\$324.00

AG	LE	EMS-NF	EMS-F	FS	HZ	PW	PSC	HC	EMA	PH	GA	CYB
0	0	18	0	0	0	0	0	0	0	0	0	0

Budget Narrative:

This pharmaceutical drug will be purchase from a qualified pharmaceutical supply company and will be maintained with pharmacy cache assigned to the RMAT team. This item will treat either patients or RMAT members during activation DMA5244 Sodium Chloride 0.9%, 1000 ml, 12's Ea 8 DMA5242 Sodium Chloride 0.9%, 50 ml, 84's Ea 1 DMA5243 Sodium Chloride 0.9%, 500 ml, 24's Ea 4 DMA5246 Sodium Chloride Inhalation Solution, 3 ml, 100's Ea 1 DMA5287 Sodium Chloride Injection 0.9% 250ml 24's Ea 1 DMA5305 Sodium Chloride Injection 0.9% (Bacteriostatic) 30ml 25's Ea 1 DMA5245 Sodium Chloride, For Irrigation, 0.9%, 12'2 Ea 2

Screen, Privacy 10 \$90 00 \$900 00

AG	LE	EMS-NF	EMS-F	FS	HZ	PW	PSC	HC	EMA	PH	GA	CYB
0	0	10	0	0	0	0	0	0	0	0	0	0

Budget Narrative:

This medical equipment/supply will be purchased from a qualified medical supply company and will be maintained with equipment cache assigned to the RMAT team. This item will assist with the treatment of either patients or RMAT members during activation. Privacy Screen

Shears/Scissors, Medical 20 \$5 00 \$100.00

AG	LE	EMS-NF	EMS-F	FS	HZ	PW	PSC	HC	EMA	PH	GA	CYB
0	0	20	0	0	0	0	0	0	0	0	0	0

Budget Narrative:

This medical equipment/supply will be purchased from a qualified medical supply company and will be maintained with equipment cache assigned to the RMAT team. This item will assist with the treatment of either patients or RMAT members during activation. Shears

Silver, Sulfadiazine Cream 12 \$9.50 \$114 00

AG	LE	EMS-NF	EMS-F	FS	HZ	PW	PSC	HC	EMA	PH	GA	CYB
0	0	12	0	0	0	0	0	0	0	0	0	0

Budget Narrative:

This pharmaceutical drug will be purchase from a qualified pharmaceutical supply company and will be maintained with pharmacy cache assigned to the RMAT team This item will treat either patients or RMAT members during activation Silver Sulfadiazine (Silvadene) Cream 1% 30gm Ea 12

Sodium Bicarbonate 2 \$20.00 \$40 00

AG	LE	EMS-NF	EMS-F	FS	HZ	PW	PSC	HC	EMA	PH	GA	CYB
0	0	2	0	0	0	0	0	0	0	0	0	0

Budget Narrative:

This pharmaceutical drug will be purchase from a qualified pharmaceutical supply company and will be maintained with pharmacy cache assigned to the RMAT team. This item will treat either patients or RMAT members during activation Sodium Bicarbonate Injection 50mEq; 50mL, 10s Ea 1 Sodium Bicarbonate Injection 50mEq; 50mL; 10s Ea 1

Solutions and Applicators, Povidone Iodine 14 \$3 15 \$44.10

AG	LE	EMS-NF	EMS-F	FS	HZ	PW	PSC	HC	EMA	PH	GA	CYB
0	0	14	0	0	0	0	0	0	0	0	0	0

Budget Narrative:

This medical equipment/supply will be purchased from a qualified medical supply company and will be maintained with equipment cache assigned to the RMAT team This item will assist with the treatment of either patients or RMAT members during activation Pad, Povidone-Iodide, Sterile 3" x 9" Pkg/12 12 Germfolde, Instrument, (Clonex) Quarts Pkg/4 2

Splints, durable 1 \$139 00 \$139 00

AG	LE	EMS-NF	EMS-F	FS	HZ	PW	PSC	HC	EMA	PH	GA	CYB
0	0	1	0	0	0	0	0	0	0	0	0	0

Budget Narrative:

This equipment/supply will be purchased from a qualified supply company and will be maintained with equipment cache assigned to the RMAT team. This item will assist with the treatment of either patients or response to the event Splint, Traction, Telescoping, Hare Type Ea 1 Splint, Wood, 18" x 4" Pkg/12 2

Stethoscope 12 \$10.00 \$120.00

AG	LE	EMS-NF	EMS-F	FS	HZ	PW	PSC	HC	EMA	PH	GA	CYB
0	0	12	0	0	0	0	0	0	0	0	0	0

Budget Narrative:

This medical equipment/supply will be purchased from a qualified medical supply company and will be maintained with equipment cache assigned to the RMAT team. This item will assist with the treatment of either patients or RMAT members during activation. STETHOSCOPE, COMBINATION (Bell-Flat Diaphragm) Ea 12

Supplies, Airway Management 12 \$2.50 \$30 00

AG	LE	EMS-NF	EMS-F	FS	HZ	PW	PSC	HC	EMA	PH	GA	CYB
0	0	12	0	0	0	0	0	0	0	0	0	0

0	0	0	0	0	0	0	0	0	0	12	0	0	0
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Budget Narrative:

This equipment/supply will be purchased from a qualified supply company and will be maintained with equipment cache assigned to the RMAT team. This item will assist with the treatment of either patients or response to the event. Airway, Berman, Adult (100 mm) Pkg/12 4 Airway, Berman, Child (80 mm) Pkg/12 4 Airway, Berman, Infant (40 mm) Pkg/10 4

Supplies, Body Substance Isolation 1 \$539.00 \$539.00

AG	LE	EMS-NF	EMS-F	FS	HZ	PW	PSC	HC	EMA	PH	GA	CYB
0	0	1	0	0	0	0	0	0	0	0	0	0

Budget Narrative:

This equipment/supply will be purchased from a qualified supply company and will be maintained with equipment cache assigned to the RMAT team. This item will assist with the treatment of either patients or response to the event. Cup, Medicine, Plastic, 30 ml Pkg/100 10 Cup, Paper, Cold Drink, 150ml Pkg/100 10 Cup, Specimen, Paper, 240 ml Pkg/50 6 Cup, Specimen, Paper, 240 ml, Lid Pkg/100 3 Cup, Specimen, Plastic, w/lid, 120ml, Nonsterile Pkg/400 1

Supplies, Body Substance Isolation 51 \$26.60 \$1,356.60

AG	LE	EMS-NF	EMS-F	FS	HZ	PW	PSC	HC	EMA	PH	GA	CYB
0	0	51	0	0	0	0	0	0	0	0	0	0

Budget Narrative:

Gown, Isolation, Max Protection, Blue, Disposable Box/50 3 Examination Gown, Tissue- Poly-Tissue, 30" x 44" Pkg/50 5 Faceshield, Surgical (Disposable) Box/12 6 EYE GOGGLES Ea 30

Supplies, Intravenous Administration 1 \$1,720.00 \$1,720.00

AG	LE	EMS-NF	EMS-F	FS	HZ	PW	PSC	HC	EMA	PH	GA	CYB
0	0	1	0	0	0	0	0	0	0	0	0	0

Budget Narrative:

This equipment/supply will be purchased from a qualified supply company and will be maintained with equipment cache assigned to the RMAT team. This item will assist with the treatment of either patients or response to the event. IV Administration Set, 78", w/clamp, Vented (15 Drop) Box/48 3 IV Administration Set, 78", w/clamp, Vented (60 Drop) Box/48 1 IV Starter Set Ea 100

Supplies, Intravenous Administration 1 \$1,760.00 \$1,760.00

AG	LE	EMS-NF	EMS-F	FS	HZ	PW	PSC	HC	EMA	PH	GA	CYB
0	0	1	0	0	0	0	0	0	0	0	0	0

Budget Narrative:

This equipment/supply will be purchased from a qualified supply company and will be maintained with equipment cache assigned to the RMAT team. This item will assist with the treatment of either patients or response to the event. Catheter, Intravenous (IV) & Needle Unit, 14G x 2 25" (Safety-Tip) Pkg/50 4 Catheter, Intravenous (IV) & Needle Unit, 16G x 2" (Safety-Tip) Pkg/50 4 Catheter, Intravenous (IV) & Needle Unit, 18G x 2" (Safety-Tip) Pkg/50 4 Catheter, Intravenous (IV) & Needle Unit, 20G x 2" (Safety-Tip) Pkg/50 1 Catheter, Intravenous (IV) & Needle Unit, 21G x 3/4" Pkg/120 1 Catheter, Intravenous (IV) & Needle Unit, 22G x 1" (Safety-Tip) Pkg/120 1 Catheter, Suction, Endotracheal, 6 French Ea 50 Catheter, Suction, Endotracheal, 8 French Ea 50 Catheter, Suction, Endotracheal, 10 French Ea 50 Catheter, Suction, Endotracheal, 18 French Ea 50 Catheterization Set, Urethral, Sterile, Disposable Pkg/20 1

Supplies, Intravenous Administration 120 \$25.00 \$500.00

AG	LE	EMS-NF	EMS-F	FS	HZ	PW	PSC	HC	EMA	PH	GA	CYB
0	0	0	0	0	0	0	0	0	20	0	0	0

Budget Narrative:

This equipment/supply will be purchased from a qualified supply company and will be maintained with equipment cache assigned to the RMAT team. This item will assist with the treatment of either patients or response to the event. ROD, IRRIGATING SUPPORT (IV Pole) Ea 20 \$25.00

Supplies, Medication Administration 38 \$29.78 \$1,131.64

AG	LE	EMS-NF	EMS-F	FS	HZ	PW	PSC	HC	EMA	PH	GA	CYB
0	0	38	0	0	0	0	0	0	0	0	0	0

Budget Narrative:

This medical equipment/supply will be purchased from a qualified medical supply company and will be maintained with equipment cache assigned to the RMAT team. This item will assist with the treatment of either patients or RMAT members during activation. Syringe, Catheter Tip, 60cc Box/30 1 Syringe, Luer-Lok, Disposable (10 cc) Pkg/100 1 Syringe, Luer-Lok, Disposable, 12 cc Box/500 1 Syringe, Luer-Lok, Disposable, 35 cc Box/100 1 Syringe, Luer-Lok, Disposable, 60 cc Box/10 1 Syringe/Needle, Disposable, 3 cc w/25g x 5/8" Needle (Safety Tip) Box/10 5 Syringe/Needle, Disposable, 5cc or 6cc w/20g x 1-1/2" Needle Box/100 2 Syringe/Needle, Insulin 1cc w/ 28g Needle (Safety Tip) Box/100 5 Syringe/Needle, Tuberculin, 1cc w/25 g x 5/8" Needle (Safety Tip) Box/100 2 Needle, Disposable, 18 G x 1 5" Pkg/100 1 Needle, Disposable, 22 G x 1" Pkg/100 1 Needle, Disposable, 22 G x 1.5" Pkg/100 2 Needle, Disposable, 25 G x 5/8" Pkg/100 1 Needle, Jasmishid. Bone asp. 18g Ea 10

Supplies/Systems, Patient Restraint 1 \$150 00 \$150 00

AG	LE	EMS-NF	EMS-F	FS	HZ	PW	PSC	HC	EMA	PH	GA	CYB
0	0	0	0	0	0	0	0	0	1	0	0	0

Budget Narrative:

This equipment/supply will be purchased from a qualified supply company and will be maintained with equipment cache assigned to the RMAT team. This item will assist with the treatment of either patients or response to the event. WHEELCHAIR, FOLDING (Adult) Ea 1

Supplies/Systems, Patient Restraint 24 \$1.00 \$24 00

AG	LE	EMS-NF	EMS-F	FS	HZ	PW	PSC	HC	EMA	PH	GA	CYB
0	0	0	0	0	0	0	0	0	24	0	0	0

Budget Narrative:

This equipment/supply will be purchased from a qualified supply company and will be maintained with equipment cache assigned to the RMAT team. This item will assist with the treatment of either patients or response to the event. Belt, Sanitary, Elastic, Adjustable Ea 24

Suture, Various Sizes 29 \$138 80 \$4,025 20

AG	LE	EMS-NF	EMS-F	FS	HZ	PW	PSC	HC	EMA	PH	GA	CYB
0	0	29	0	0	0	0	0	0	0	0	0	0

Budget Narrative:

This medical equipment/supply will be purchased from a qualified medical supply company and will be maintained with equipment cache assigned to the RMAT team. This item will assist with the treatment of either patients or RMAT members during activation. Suture, Kit (Laceration Tray) Case/20 5 Suture, Ethilon, Black Monofilament, 1,60" Box/12 2 Suture, Ethilon, Black Monofilament, 3-0, 18" Box/36 2 Suture, Ethilon, Black Monofilament, 4-0, 18" Box/36 6 Suture, Ethilon, Black Monofilament, 5-0, 18" Box/36 3 Suture, Ethilon, Black Monofilament, 6-0, 18" Box/36 3 Suture, Prolene, Black Monofilament, 0, 30" Box/36 1 Suture, Silk, Black Braided, 2-0, 12-18" Box/36 1 Suture, Silk, Black Braided, 0, 6-30" Box/36 1 Suture, Vicryl, Coated, Undyed Braided, 4-0, 27" Box/36 4 Suture, Vicryl, 5-0 Box/36 1

Tags and Supplies, Triage 3 \$59 00 \$177 00

AG	LE	EMS-NF	EMS-F	FS	HZ	PW	PSC	HC	EMA	PH	GA	CYB
0	0	0	0	0	0	0	0	0	3	0	0	0

Budget Narrative:

This equipment/supply will be purchased from a qualified supply company and will be maintained with equipment cache assigned to the RMAT team. This item will assist with the treatment of either patients or response to the event. Band, Infant Ident, Mother- Infant Pkg/100 1 Band, Patient Ident, Adult Pkg/500 1 Band, Patient Ident, Pediatric Pkg/400 1

Tape, Adhesive 9 \$15 60 \$140 40

AG	LE	EMS-NF	EMS-F	FS	HZ	PW	PSC	HC	EMA	PH	GA	CYB
0	0	9	0	0	0	0	0	0	0	0	0	0

Budget Narrative:

This medical equipment/supply will be purchased from a qualified medical supply company and will be maintained with equipment cache assigned to the RMAT team. This item will assist with the treatment of either patients or RMAT members during activation. Adhes, Tape, Surg, Hypoall, Paper Back, 1"x 5.5 Yd Pkg/12 1 Adhes., Tape, Surg, Hypoall, Paper Back, 3"x 5.5 Yd Pkg/4 4 Adhes, Tape, Surg, Hypoall, Rayon Back, 1"x 10 Yd Pkg/12 2 Adhes., Tape, Surg, Hypoall, Rayon Back, 3"x 10 Yd Pkg/4 2

Tetracaine Ophthalmic 20 \$3 08 \$61.60

AG	LE	EMS-NF	EMS-F	FS	HZ	PW	PSC	HC	EMA	PH	GA	CYB
0	0	20	0	0	0	0	0	0	0	0	0	0

Budget Narrative:

This pharmaceutical drug will be purchase from a qualified pharmaceutical supply company and will be maintained with pharmacy cache assigned to the RMAT team. This item will treat either patients or RMAT members during activation. Tetracaine (Proparacaine) 0.5% Ophth Soln; 15mL Ea 3 20

Thermometer 35 \$38 60 \$1,351 00

AG	LE	EMS-NF	EMS-F	FS	HZ	PW	PSC	HC	EMA	PH	GA	CYB
0	0	35	0	0	0	0	0	0	0	0	0	0

Budget Narrative:

This medical equipment/supply will be purchased from a qualified medical supply company and will be maintained with equipment cache assigned to the RMAT team. This item will assist with the treatment of either patients or RMAT members during activation. THERMOMETER, (BATTERY) w/Probe Ea 2 Thermometer, (Battery Type), Probe Cover (Disposable) Pkg/200 5 Thermometer, Clinical Hypothermia Pkg/6 4 Thermometer, Clinical, Oral Pkg/6 6 Thermometer, Clinical, Rectal Ea 18

Thermometer 2 \$260 00 \$520 00

AG	LE	EMS-NF	EMS-F	FS	HZ	PW	PSC	HC	EMA	PH	GA	CYB
0	0	2	0	0	0	0	0	0	0	0	0	0

Budget Narrative:

This equipment/supply will be purchased from a qualified supply company and will be maintained with equipment cache assigned to the RMAT team. This item will assist with the treatment of either patients or response to the event. THERMOMETER, (BATTERY) w/Probe Ea 2

Thiamine 1 \$112.50 \$112.50

AG	LE	EMS-NF	EMS-F	FS	HZ	PW	PSC	HC	EMA	PH	GA	CYB
0	0	1	0	0	0	0	0	0	0	0	0	0

Budget Narrative:

This pharmaceutical drug will be purchase from a qualified pharmaceutical supply company and will be maintained with pharmacy cache assigned to the RMAT team. This item will treat either patients or RMAT members during activation. Thiamine Hydrochlondle 100 mg/ml, 1 ml, 25's Ea 1

Tools, Gasoline-Powered 2 \$375.00 \$750.00

AG	LE	EMS-NF	EMS-F	FS	HZ	PW	PSC	HC	EMA	PH	GA	CYB
0	0	2	0	0	0	0	0	0	0	0	0	0

Budget Narrative:

This equipment will be purchased from a qualified supply company and will be maintained with equipment cache assigned to the RMAT team. This item will assist with the response to an event the RMAT team is called to. HUSQVARNA 20" GAS CHAIN SAW Ea 2

Tools, Hand 25 \$23.20 \$580.00

AG	LE	EMS-NF	EMS-F	FS	HZ	PW	PSC	HC	EMA	PH	GA	CYB
0	0	25	0	0	0	0	0	0	0	0	0	0

Budget Narrative:

This equipment/supply will be purchased from a qualified supply company and will be maintained with equipment cache assigned to the RMAT team. This item will assist with the treatment of either patients or response to the event. D HANDLE ROUND POINT SHOVEL Ea 4 LONG HANDLE SQUARE POINT SHOVEL Ea 4 4LB ENGINEER'S HAMMER Ea 2 16Oz CURVED CLAW HAMMER Ea 2 7 1/4" CIRCULAR SAW Ea 1 7 1/4" TITANIUM CARBIDE SAW BLADE Ea 4 8LB. SLEDGE HAMMER Ea 2 24" RAKE Ea 2 6 MIL PLASTIC ROLLS Ea 4

Trailers, Equipment 1 \$47,000.00 \$47,000.00

AG	LE	EMS-NF	EMS-F	FS	HZ	PW	PSC	HC	EMA	PH	GA	CYB
0	0	1	0	0	0	0	0	0	0	0	0	0

Budget Narrative:

20 ft MCI Trailer 1-Pace American Cargo Sport Enclosed Trailer 20ft x8ft with dual swing rear doors, 36" front side door, a/c heat, awning, insulation package, smooth white interior walls and ceiling, florescent lighting with light switch, aluminum base forward cabinet with stainless countertop, 30 Amp panel with lifeline, interior receptacles, metal tread plate or RTP flooring, custom EMS Innovations racking system and exterior graphics package. (complete specs available upon request) 100-Adult Dispos-A-Boards with straps/Auto-Cradle 30-Pediatric Dispos-A-Board Systems 10-Mesh Stretchers 10-Patient Transfer Device 2-Complete Rapid Response Kits 2-Triage Flag Sets 4-8 Person Individual O2 Multiplier Manifold (0-25Lpm) 4-M O2 Cylinders 4- O2 Regulators 100-Disposable Blankets 12-Bag Valve masks 75-Adjustable Cervical Collars 100-Infectious Waste Bags 100-Sterile Burn Sheets 2cs-Multi trauma Dressings (case=50) 2-Master packs (50 kits) 5-person trauma kits 100-36" Splints 25-Body Bags 100-1000cc Normal Saline Bags 100-IV administration sets 100-IV start set 50-14g needle 50-16g needle 50-18g needle 50-20g needle 2-Boxes Nitrile Gloves xl 2-Boxes Nitrile Gloves large 1-Boxes Nitrile Gloves medium 100-Facemask with Shield 100-Armboards 15-Traffic Cones 100-Red light sticks 100-green light sticks 100-yellow light sticks 100-white light sticks 6-Easy up shelter 10 x 15 Ft Blue, Dk GR, Red, Yellow, Green, Black with side curtains 1-5000kw generator 2-tripod dual 500watt utility lights

Tubes, Nasogastric 20 \$100.00 \$2,000.00

AG	LE	EMS-NF	EMS-F	FS	HZ	PW	PSC	HC	EMA	PH	GA	CYB
0	0	20	0	0	0	0	0	0	0	0	0	0

Budget Narrative:

This equipment/supply will be purchased from a qualified supply company and will be maintained with equipment cache assigned to the RMAT team. This item will assist with the treatment of either patients or response to the event. Drainage

Ventilators 1 \$85.00 \$85.00

AG	LE	EMS-NF	EMS-F	FS	HZ	PW	PSC	HC	EMA	PH	GA	CYB
0	0	0	0	0	0	0	0	0	1	0	0	0

Budget Narrative:

This equipment/supply will be purchased from a qualified supply company and will be maintained with equipment cache assigned to the RMAT team. This item will assist with the treatment of either patients or response to the event. Ventilator, Portable, Circuit (Low Pressure Tubing) Case/15 1

Ventilators 1 \$6,000.00 \$6,000.00

AG	LE	EMS-NF	EMS-F	FS	HZ	PW	PSC	HC	EMA	PH	GA	CYB
0	0	1	0	0	0	0	0	0	0	0	0	0

Budget Narrative:

This medical equipment/supply will be purchased from a qualified medical supply company and will be maintained with equipment cache assigned to the RMA team. This item will assist with the treatment of either patients or RMA members during activation. VENTILATOR, PORTABLE Ea 1

Water, Sterile 12 \$1 00 \$12.00

AG	LE	EMS-NF	EMS-F	FS	HZ	PW	PSC	HC	EMA	PH	GA	CYB
0	0	12	0	0	0	0	0	0	0	0	0	0

Budget Narrative:

This pharmaceutical drug will be purchase from a qualified pharmaceutical supply company and will be maintained with pharmacy cache assigned to the RMA team. This item will treat either patients or RMA members during activation. Sterile Water for Irrigation 1000mL Ea 12

GRANT TERMS AND CONDITIONS

1. Availability of Federal Funds: This grant award is contingent upon availability of federal funds approved by Congress.
2. Applicable Federal Regulations: The Subgrantee must comply with the Office of Management and Budget (OMB) Circulars, as applicable: A-21 Cost Principles for Educational Institutions, A-87 Cost Principles for State and Local Governments; A-110 Uniform Administrative Requirements for Grants and Agreements with Institutions; and, A-122 Cost Principles for Non-Profit Organizations. Also, the Subgrantee must comply with the provisions of 28 CFR applicable to grants and cooperative agreements including Part II, Applicability of Office of Management and Budget Circulars; Part 18, Administrative Review Procedure; Part 20, Criminal Justice Information Systems; Part 22, Confidentiality of Identifiable Research and Statistical Information; Part 23, Criminal Intelligence Systems Operating Policies; Part 42, Non-discrimination Equal Employment Opportunity Policies and Procedures; Part 61, Procedures for Implementing the National Environmental Policy Act; Part 63, Floodplain Management and Wetland Protection Procedures; and Part 66 (formerly OMB Circular A-102), Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments
3. Allowable Costs: The allowability of costs incurred under any grant shall be determined in accordance with the general principles of allowability and standards for selected cost items as set forth in the applicable OMB Circulars referenced above.
4. Audit Requirements: The subgrantee agrees to comply with the requirements of OMB Circular A-133. Further, records with respect to all matters covered by this grant shall be made available for audit and inspection by SLED and/or any of its duly authorized representatives. If required, the audit report must specifically cite that the report was done in accordance with OMB Circular A-133. If a compliance audit is not required, a written certification must be provided at the end of each audit period stating that the subgrantee has not expended the amount of federal funds that would require a compliance audit. The subgrantee agrees to accept these requirements by signing the Grant Terms and Conditions certification section of this application.
5. Equal Employment Opportunity: No person shall on the grounds of race, creed, color or national origin, be excluded from participation in, be refused the benefits of, or be otherwise subjected to discrimination under subgrants awarded pursuant to the Act governing these funds or any project, program, activity or subgrant supported by such requirements of Title VI of the Civil Rights Act of 1964, and all applicable requirements pursuant to the regulations of the Department of Commerce (Title 15, code of Federal Regulations, Part 8, which have been adopted by the Federal Funding Agency), Title IX of the Education Amendments of 1972, the Age Discrimination Act of 1975; Department of Labor Regulation 41 CFR Part 60; and the Department of Justice Non-discrimination Regulations 28 CFR Part 42, Subparts C, D, E and G. The subgrantee must therefore ensure it has a current Equal Employment Opportunity Program (EEOP) which meets the requirements of 28 CFR 42.301. The Subgrantee further agrees to post in a conspicuous place, available to all employees and applicants for employment, notices setting forth the provisions of the EEOP, as supplemented in Department of Labor Regulations 41 CFR Part 60. The Subgrantee assures that in the event a federal or state court or federal or state administrative agency makes a finding of discrimination after a due process hearing on the grounds of race, color, religion, national origin or sex against a recipient of funds, the recipient will immediately forward a copy of the findings to SLED.
6. Civil Rights Compliance and Notification of Findings: It (Subgrantee) will comply with the nondiscrimination requirements of Title VI of the Civil Rights Act of 1964, as amended; Section 504 of the Rehabilitation Act of 1964, as amended; Subtitle A, Title II of the Americans with Disabilities Act (ADA) (1990); Title IX of the Education Amendments of 1972; the Age Discrimination Act of 1975; Department of Homeland Security's Non-Discrimination Regulations, 28 CFR Part 42, Subparts C,D,E, and G; and Department of Homeland Security's regulations on disability discrimination, 28 CFR Part 35 and 39. In the event a Federal or State court, Federal or State administrative agency, or the Subgrantee or Contractor makes a finding of discrimination after a due process hearing on the grounds of race, color, religion, national origin, sex, or disability against a recipient of funds, the Subgrantee or Contractor will forward a copy of the findings to SLED who will, in turn, submit the findings to the Department of Homeland Security and the Office of Justice Programs' Office of Civil Rights.

GRANT TERMS AND CONDITIONS

7. Conflict Of Interest: Personnel and other officials connected with this grant shall adhere to the requirements given below.

a. Advice: No official or employee of a state or unit of local government or of non-government grantees/subgrantees

shall participate personally through decision, approval, disapproval, recommendation, the rendering of advice, investigation, or otherwise in any proceeding, application, request for a ruling or other determination, contract, grant, cooperative agreement, claim, controversy, or other particular matter in which these funds are used, where to his knowledge he or his immediate family, partners, organization other than a public agency in which he is serving as officer, director, trustee, partner, or employee or any person or organization with whom he is negotiating or has any arrangement concerning prospective employment, has a financial interest

b. Appearance In the use of these grant funds, officials or employees of state or local units of government and non-governmental grantees/subgrantees shall avoid any action which might result in, or create the appearance of the following.

- 1) Using his or her official position for private gain;
- 2) Giving preferential treatment to any person;
- 3) Losing complete independence or impartiality;
- 4) Making an official decision outside official channels, and/or
- 5) Adversely affecting the confidence of the public in the integrity of the government or the program.

8. Bonding: It is strongly recommended that all officials identified on this grant who have authority to obligate, expend or approve expenditures be bonded for an amount no less than the total amount of the grant, including match

9. Non-Supplanting Agreement The subgrantee shall not use grantor funds to supplant state or local funds or other resources that would otherwise have been made available for this program. Further, if a position created by a grant is filled from within, the vacancy created by this action must be filled within 30 days. If the vacancy is not filled within 30 days, the subgrantee must stop charging the grant for the new position. Upon filling the vacancy, the subgrantee may resume charging for the grant position.

10. Project Implementation: The subgrantee agrees to implement this project within 90 days following the grant award effective date or be subject to automatic cancellation of the grant. Evidence of project implementation must be detailed in the first quarterly report.

11. Written Approval of Changes Any mutually agreed upon changes to this subgrant must be approved, in writing, by SLED prior to implementation or obligation and shall be incorporated in written amendments to this grant. This procedure for changes to the approved subgrant is not limited to budgetary changes, but also includes changes of substance in project activities and changes in the project director or key professional personnel identified in the approved application.

12. Contract Approval Requirements: The Subgrantee must receive approval of all contract agreements for services and products from SLED prior to execution. The contract will require review and approval by appropriate staff. Every contract will identify by name all researchers, agents or vendors providing the service or product stipulated. If written approval of the contract is given, an executed copy of the contract must be submitted to SLED prior to payment or within 30 days of signature, whichever comes first. In addition to the above requirements, consultant contractors (both individuals and consulting firms) will be required to file quarterly progress and fiscal reports. Such reports will include an accounting of all financial transactions completed during the reporting period as well as a description of the actual services provided. Final progress, narrative and fiscal reports will be required within 30 days after the completion of the contract. The final fiscal report must contain a complete accounting of financial transactions for the entire contract period. In the final narrative report, the contractor must provide a specific statement as to the total services or products provided under the terms of the contract

GRANT TERMS AND CONDITIONS

13. Individual Consultants: Billings for consultants who are individuals must include at a minimum: a description of services; dates of services; number of hours for services performed; rate charged for services; and, the total cost of services performed. Individual consultant costs must be within the prevailing rates, not to exceed the maximum of \$450.00 per day.
14. Dual Employment Compensation: Dual employment compensation must be approved by SLED prior to contracting with consultants. An appropriate dual employment compensation form must be completed and submitted to SLED.
15. Sole Source Procurement. Use of sole source procurement is discouraged. Sole source purchases will be awarded only under exceptional circumstances and must follow precisely the procedure set forth in the South Carolina Consolidated Procurement Code. All sole source purchases will require the explicit prior written approval of SLED.
16. Bidding Requirements. The subgrantee must comply with proper competitive bidding procedures as required by 28 CFR Part 66 (formerly OMB Circular A-102) or OMB Circular A-110, as applicable. On any items, including those bid in the aggregate, whose total cost is less than \$10,000, the bids do not have to be submitted to the SLED for review and approval; but adequate documentation must be maintained in the subgrantee's files. On any items, including those bid in the aggregate, whose total cost is \$10,000 or more, bids must be submitted to SLED, if requested.
17. Personnel and Travel Costs: Personnel and Travel costs must be consistent with the agency's policies and procedures and must be applied uniformly to both federally financed and other activities of the agency. In the absence of agency regulations, travel costs must not exceed the rate set by state regulation, a copy of which is available upon request. However, at no time can the agency's travel rates exceed the federal rate established by the Internal Revenue Service. If travel costs are included in the grant application, a copy of the agency's policies and procedures manual or its Board's signed minutes must be submitted with the application which provides mileage and per diem rates.
18. Obligation of Grant Funds: Grant funds may not be obligated prior to the effective date of the approved grant application and without advance written approval by SLED. No obligations are allowed after the end of the grant period and the final request for payment must be submitted no later than 45 calendar days after the end of the grant period.
19. Utilization and Payment of Grant Funds: Funds awarded are to be expended only for purposes and activities covered by the subgrantee's approved project plan and budget. Items must be in the subgrantee's approved grant budget in order to be eligible for reimbursement. Payments will be adjusted to correct previous overpayments and disallowances or under payments resulting from audit. Claims for reimbursement must be submitted no more frequently than once a month and no less than once a quarter. Grants failing to meet this requirement, without prior written approval, are subject to cancellation.
20. Recording and Documentation of Receipts and Expenditures. Subgrantee's accounting procedures must provide for accurate and timely recording of receipt of funds by source of expenditures made from such funds and unexpended balances. These records must contain information pertaining to grant awards, obligations, unobligated balances, assets, liabilities, expenditures and program income. Controls must be established which are adequate to ensure that expenditures charged to the subgrant activities are for allowable purposes. Additionally, effective control and accountability must be maintained for all grant cash, real and personal property and other assets. Accounting records must be supported by such source documentation as cancelled checks, paid bills, payrolls, time and attendance records, contract documents, grant award documents, etc.
21. Financial Responsibility: The financial responsibility of subgrantees must be such that the subgrantee can properly discharge the public trust which accompanies the authority to expend public funds. Adequate accounting systems should meet the following criteria:
 - a) Accounting records should provide information needed to adequately identify the receipt of funds under each grant awarded and the expenditure of funds for each grant;

GRANT TERMS AND CONDITIONS

27. Deobligation of Grant Funds: All grants must be deobligated within forty-five (45) calendar days of the end of the grant period. Failure to deobligate the grant in a timely manner will result in an automatic deobligation of the grant by SLED

28. Project Evaluation Report: The formal evaluation report must be received by SLED no later than 45 days after the end of the grant period.

29. Copyright: Except as otherwise provided in the terms and conditions of this grant, the subgrantee or a contractor paid through this grant is free to copyright any books, publications or other copyrightable materials developed in the course of or under this grant. However, the federal awarding agency and/or state funding agency (SLED) reserve a royalty-free, non-exclusive, and irrevocable license to reproduce, publish or otherwise use, and to authorize others to use, for federal government and/or SLED purposes:

- a. the copyright in any work developed under this grant or through a contract under this grant; and,
- b. any rights of copyright to which a subgrantee or subcontractor purchases ownership with grant support

The federal government's rights and/or SLED's rights identified above must be conveyed to the publisher and the language of the publisher's release form must ensure the preservation of these rights.

30. Cash Depositories: Subgrantees are required to deposit grant funds in a federally insured banking institution and the balance exceeding insurance coverage must be collaterally secured.

31. Furniture Purchase Requirements (For State Agencies Only): Furniture funded by the grant should be purchased through the South Carolina Department of Corrections, Prison Industries Program (PI). The subgrantee may purchase grant funded furniture through another vendor only if, (a) PI is unable to guarantee delivery within eight (8) weeks of the placement of the order, or (b) the subgrantee receives a bid for furniture of equal or higher specifications for less than the PI cost. If (a) or (b) is utilized, the Project Director or Authorized Official must certify this process. The certification must accompany the Request for Payment for the applicable items. Regardless of purchase source, the PI cost will be the maximum allowed by the grant. The subgrantee should contact a customer services representative at PI at 1-800-922-8121.

32. Americans with Disabilities Act of 1990 (ADA): The subgrantee must comply with all requirements of the Americans with Disabilities Act of 1990 (ADA), as applicable.

33. Compliance with Section 504 of the Rehabilitation Act of 1973 (Handicapped): All recipients of federal funds must comply with Section 504 of the Rehabilitation Act of 1973. Therefore, the federal funds recipient pursuant to the requirements of the Rehabilitation Act of 1973 hereby gives assurance that no otherwise qualified handicapped person shall, solely by reason of handicap, be excluded from the participation in, be denied the benefits of or be subject to discrimination, including discrimination in employment, in any program or activity that receives or benefits from federal financial assistance. The recipient agrees it will ensure that requirements of the Rehabilitation Act of 1973 shall be included in the agreements with and be binding on all of its subgrantees, contractors, subcontractors, assignees or successors

34. Utilization of Minority Businesses: Subgrantees are encouraged to utilize qualified minority firms where cost and performance of major contract work will not conflict with funding or time schedules.

35. Confidential Information: Any reports, information, data, etc., given to or prepared or assembled by the subgrantee under this grant (which SLED requests to be kept confidential) shall not be made available to any individual or organization by the subgrantee without prior written approval of SLED.

36. Political Activity: None of the funds, materials, property or services provided directly or indirectly under this contract shall be used for any partisan political activity, or to further the election or defeat of any candidate for public office, or otherwise in violation of the provisions of the "Hatch Act"

GRANT TERMS AND CONDITIONS

37. Debarment Certification: With the signing of the grant application, the subgrantee agrees to comply with Federal Debarment and Suspension regulations as outlined in the "Certification Regarding Debarment, Lobbying, Suspension, Ineligibility and Voluntary Exclusion -Lower Tier Covered Transactions" form.

38. Drug-Free Workplace Certification: This Certification is required by the S. C. Drug-Free Workplace Act #593 of 1990 and federal regulations implementing the Federal Drug-Free Workplace Act of 1988. The federal regulations, published in the January 31, 1989, Federal Register, require certification by state agency subgrantees that they will maintain a drug-free workplace. The South Carolina Drug-Free Workplace Act requires certification by all subgrantees receiving \$50,000 or more. The certification is a material representation of fact upon which reliance will be placed when SLED determines to award the grant. False certification or violation of the certification shall be grounds for suspension of payments, suspension or termination of the grant, or government-wide suspension or debarment.

39. Disclosure of Federal Participation: In compliance with Section 623 of Public Law 102-141, the subgrantee agrees that no amount of this award shall be used to finance the acquisition of goods and services (including construction services) for the project unless the subgrantee agrees to the following.

a. specifies in any announcement of the awarding of the contract for the procurement of the goods and services involved (including construction services) the amount of federal funds that will be used to finance the acquisition; and,

b. expresses the amount announced pursuant to paragraph (a) as a percentage of the total cost of the planned acquisition.

The above requirements only apply to a procurement for goods or services (including construction services) that has an aggregate value of \$500,000 or more

40. Publications: The subgrantee agrees that any publication (written, visual, or sound, but excluding press releases, newsletters, and issue analyses) issued by the subgrantee describing programs or projects funded in whole or in part with federal funds, shall contain the following statement

"This project was supported by Federal Grant # _____, (refer to the Grant Award for the Federal Grant Number which can be found immediately after the CFDA No.) awarded by the subgrantee agency through the South Carolina Law Enforcement Division. Points of view or opinions contained within this document are those of the author and do not necessarily represent the official position or policies of the U.S. Department of Homeland Security and/or SLED "

The subgrantee also agrees that one copy of any such publication will be submitted to SLED to be placed on file and distributed as appropriate to other potential subgrantees or interested parties. SLED may waive the requirement for submission of any specific publication upon submission of a request providing justification from the subgrantee

41. Closed-Captioning of Public Service Announcements: Any television public service announcement that is produced or funded in whole or in part by any agency or instrumentality of the federal government shall include closed captioning of the verbal content of such announcement.

42. Fiscal Regulations: The fiscal administration of grants shall be subject to such further rules, regulations and policies concerning accounting and records, payment of funds, cost allowability, submission of financial reports, etc., as may be prescribed by SLED Guidelines or "Special Conditions" placed on the grant award.

43. Compliance Agreement: The subgrantee agrees to abide by all Terms and Conditions including "Special Conditions" placed upon the grant award by SLED. Failure to comply could result in a "Stop Payment" being placed on the grant

GRANT TERMS AND CONDITIONS

44. Suspension or Termination of Funding: SLED may suspend, in whole or in part, and/or terminate funding for or impose another sanction on a subgrantee for any of the following reasons:

- a. Failure to comply substantially with the requirements or statutory objectives of the 2003 Omnibus Appropriations Act issued thereunder, or other provisions of Federal Law.
- b. Failure to adhere to the requirements, standard conditions or special conditions.
- c. Proposing or implementing substantial program changes to the extent that, if originally submitted, the application would not have been approved for funding.
- d. Failure to submit reports.
- e. Filing a false certification in this application or other report or document.
- f. Other good cause shown.

45. Space: The total cost of space may not exceed the rental cost of comparable space and facilities in a privately-owned building in the same locality. Information to demonstrate that a comparison was conducted by the subgrantee regarding current market costs for office space in the same locale should be made available upon request by the SFA or its representative for audit purposes. The cost of space procured for program usage may not be charged to the program for periods of non-occupancy. Rent cannot be paid if the building is owned by the subgrantee or if the subgrantee has a substantial financial interest in the property. On the Budget Narrative page, provide the total square footage covered by the lease agreement, total square footage being charged to the grant (based on the amount needed for program implementation) and the cost per square foot. A copy of the signed lease agreement must be submitted to the SFA before reimbursement is made for office space. Please note that the grant can only be charged for the grant's portion of rental costs. The grant cannot participate in mortgage payments, as this is unallowable.

GRANT TERMS AND CONDITIONS

CERTIFICATIONS REGARDING LOBBYING; DEBARMENT, SUSPENSION AND OTHER RESPONSIBILITY MATTERS; AND DRUG-FREE WORKPLACE REQUIREMENTS

Applicants should refer to the regulations cited below to determine the certification to which they are required to attest. Applicants should also review the instructions for certification included in the regulations before completing this form. Signature of this form provides for compliance with certification requirements under the applicable CFR covering New Restrictions on Lobbying, Government-wide Debarment and Suspension (Non-procurement) and Government-wide Requirements for Drug-Free Workplace (Grants). The certifications shall be treated as a material representation of fact upon which reliance will be placed when the State Funding Agency (SCFMD) determines to award the covered transaction, grant or cooperative agreement.

1 LOBBYING

As required by Section 1352, Title 31 of the U.S. Code, and implemented by the applicable CFR, for persons entering into a grant or cooperative agreement over \$100,000, as defined by the applicable CFR, the applicant certifies that:

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

2 DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS (SUB-RECIPIENT)

As required by Executive Order 12549, Debarment and Suspension, and implemented under the applicable CFR, for prospective participants in primary covered transactions, as defined in the applicable CFR --

A. The applicant certifies that it and its principals:

- (1) Are not presently debarred, suspended, proposed for debarment, declared ineligible, sentenced to a denial of Federal benefits by a State or Federal court, or voluntarily excluded from covered transactions by any Federal department or agency;
- (2) Have not within a three-year period preceding this application been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
- (3) Are not presently indicted for or otherwise criminally or civilly charged by a government entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph A(2) of this certification; and
- (4) Have not within a three-year period preceding this application had one or more public transactions (Federal,

State or local) terminated for cause or default; and

B. Where the applicant is unable to certify to any of the statements in this certification, he or she shall attach an explanation to this application.

GRANT TERMS AND CONDITIONS

CERTIFICATION REGARDING LOBBYING; DEBARMENT, SUSPENSION AND OTHER RESPONSIBILITY MATTERS; AND DRUG-FREE WORKPLACE REQUIREMENTS

3. DRUG-FREE WORKPLACE REQUIREMENT

A. DRUG-FREE WORKPLACE (GRANTEES OTHER THAN INDIVIDUALS) -- APPLICABLE TO GRANTEEES RECEIVING \$50,000 OR MORE AND ALL STATE AGENCIES REGARDLESS OF GRANT AMOUNT. As required by the S.C. Drug-Free Workplace Act #593 of 1990 and the Federal Drug-Free Workplace Act of 1988 and implemented under the applicable CFR for grantees -- The applicant certifies that it will or will continue to provide a drug-free workplace by:

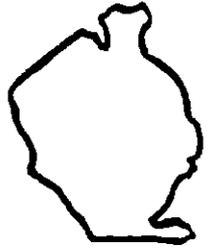
- (1) Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the grantee's workplace and specifying the actions that will be taken against employees for violation of such prohibition;
- (2) Establishing an on-going drug-free awareness program to inform employees about --
 - (a) The dangers of drug abuse in the workplace;
 - (b) The grantee's policy of maintaining a drug-free workplace;
 - (c) Any available drug counseling, rehabilitation and employee assistance programs, and
 - (d) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;
- (3) Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement required by paragraph (1);
- (4) Notifying the employee in the statement required by paragraph (1) that, as a condition of employment under the grant, the employee will --
 - (a) Abide by the terms of the statement; and
 - (b) Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction;
- (5) Notifying the agency, in writing within 10 calendar days after receiving notice under subparagraph (4)(b), from an employee or otherwise receiving actual notice of such conviction. Employers or convicted employees must provide notice, including position title, to the State Funding Agency. Notice shall include the identification number(s) of each affected grant;
- (6) Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph (4)(b), with respect to any employee who is so convicted --
 - (a) Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or
 - (b) Requiring such employee to participate satisfactorily in a drug abuse assistance rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency;
- (7) Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (1), (2), (3), (4), (5) and (6).

B. DRUG-FREE WORKPLACE (GRANTEES WHO ARE INDIVIDUALS) -- APPLICABLE TO GRANTEES RECEIVING \$50,000 OR MORE. As required by the S.C. Drug-Free Workplace Act #593 of 1990 and the Federal Drug-Free Workplace of 1988, and implemented under the applicable CFR for grantees

- (1) As a condition of the grant I certify that I will not engage in the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance in conducting any activity with the grant; and
- (2) If convicted of a criminal drug offense resulting from a violation occurring during the conduct of any grant activity, I will report the conviction, in writing, within 10 calendar days of the conviction to the State Funding Agency.



COUNTY OF LEXINGTON
PUBLIC WORKS DEPARTMENT
ENGINEERING



MEMORANDUM

DATE: October 2, 2006

TO: Katherine Doucett
County Administrator

CC: Larry Porth
Director of Finance

FROM: John Fechtel, Public Works Director
Assistant County Administrator 

RE: Gilbert – Summit Rural Water District Request



Attached are letters from Mark Forrester, Manager of the Gilbert-Summit Rural Water District and Kevin Strickland, PE, President of Strickland Engineering, Inc , requesting that the County sponsor a grant through the SC Budget & Control Board for a water treatment project. The attached letters explain their request, which includes the grant application and an attachment that provides further information about their request.

As I understand, this is a pass-through grant since the Gilbert-Summit Rural Water District is not eligible to receive the grant directly. The District is asking that this request be presented to the Public Works Committee and reported out that evening for full Council's consideration since they are under a DHEC compliance order and a tight schedule. Mr. Forrester and Mr. Strickland, PE will be present to answer any questions Council may have.

Attachment

/lh

GILBERT-SUMMIT RURAL WATER DISTRICT

P.O. BOX 172
GILBERT, SOUTH CAROLINA 29054

MARK W. FORRESTER, Manager

Wk: (803) 892-5544

FAX: (803) 892-5912

October 2, 2006

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

RECEIVED

OCT 2 2006

LEXINGTON COUNTY
ENGINEERING DEPARTMENT

Re: Gilbert-Summit Rural Water District
Radium Removal Grant

Dear Mr. Fechtel:

The Gilbert-Summit Rural Water District has been having on-going problems with one of our larger wells being out of compliance with current regulations in regard to radium levels which exceed the maximum contaminant level. Being a major source of water, we cannot do without this well and have therefore looked at every option possible to remedy the situation.

We looked at purchasing water from neighboring facilities, installing our own surface treatment plant, drilling a new well, participating in a regional water service utility, and using various technologies for treatment and removal of the radium. After careful assessment and in close cooperation with SCDHEC, it was decided to proceed with a new technology which will remove the radium and bind it in a safe form for disposal in a non-hazardous landfill. As this is new technology, SCDHEC has required a great deal of extra testing incurring a great deal of extra expense. This initial testing will, however, allow other water systems with radium issues to solve the problem but obviously at much lower cost.

The water district is therefore applying for a grant from the State Budget and Control Board for this project. Being a special purpose district we have to apply through our local county administration and therefore request your assistance in processing this request.

Thank you for your help in this matter, it is greatly appreciated

Yours sincerely,



Mark W. Forrester
Manager



◆ ◆ ◆

STRICKLAND ENGINEERING, INC.

October 2, 2006

John Fechtel, Public Works Director
County of Lexington
212 S. Lake Drive
Lexington, SC 29072

RECEIVED

OCT 10 2006

LEXINGTON COUNTY
ENGINEERING DEPARTMENT

RE: Gilbert Summit Rural Water District

Dear Mr. Fechtel:

We are writing on behalf of the Gilbert Summit Rural Water District (GSRWD) to request assistance for funding. GSRWD is pursuing funding for a water treatment project to remove radium from their well #10. The radium levels in well # 10 have increased over the recent years to the point of being above DHEC's MCL and now the radium has to be removed or the well abandoned. Well #10 is one of GSRWD's largest wells and they can not afford to lose its supply. GSRWD has been working closely with DHEC to pursue new technology that will allow the radium to be removed without creating additional hazards to the environment.

As you know, for the GSRWD to request government funds they must have Lexington County serve as the project sponsor. We have already spoken with Mike Gullege concerning this project and have included a copy of the grant application for your review. We have also included information in the form of a Powerpoint presentation that describes in more detail the progression of this project

We are writing to respectfully request that the County of Lexington consider sponsoring this project so that the funds can be acquired to make this project a reality. Should the County agree to accept this project we would also request that it be on the agenda of the next County Council meeting as this project is under a DHEC Compliance Order and a tight schedule. Should you have any questions or comments please feel free to give me a call. Thank you for your assistance.

Sincerely,
STRICKLAND ENGINEERING, INC.



Kevin F. Strickland, P.E.
President

INSTRUCTION FOR COMPLETING
GRANT AGREEMENT

ONLY TYPEWRITTEN AGREEMENTS WILL BE ACCEPTED
ONLY COMPLETED AGREEMENTS WILL BE ACCEPTED

PAGE 1:

Date: The date the Agreement is signed by the appropriate person.

Project Sponsor: The City or County applying for the funds, also indicate whether it is a city or county of the State of South Carolina. (Example: City of John Doe/City of State of South Carolina)

PAGE 2:

Section 2.1: Give a brief description of the project to be funded.

Section 2.7: Leave Blank

Page 3:

Section 3.1: Leave Blank

Page 4:

The Agreement must be signed by an officer of the Project Sponsor who will be responsible for the final payment of all bills for the project. Also, an address must be shown for this person. The signature must be notarized on the Attest lines. Each Agreement must be signed by one Senator and one Representative in whose district the project will be located. There is need for only one Senator and one Representative.

Page 5:

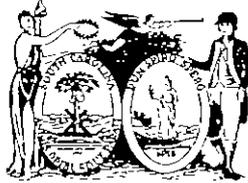
Appendix "A": The Project Sponsor will be the same as the Project Sponsor listed on page 1. The Grant Number is the certified number printed in the top right-hand corner of the page. This number should be referred to at all times when corresponding with reference to this Agreement. Under the Scope of Work and Description there must be an itemization of all expenses for this project, such as materials used for the project; such an number of feet of pipe, number of couplings, joints and fitting, etc. as well as engineering and legal fees, however we do not pay for engineering and legal fees. Also, there must be three bids submitted with the Agreement. Under the Budget column please list the price paid for each item and under the Grant Funds Requested list the amount of funds which you are requesting to be used to pay for each item. Then give a total for the Budget and the Grant Funds Requested columns

Page 6:

Appendix "B": Give a complete description of the project

Source of Funding of Project: Here indicate all funds which will be used to pay for this project, such as State, EDA, FmHA, etc. Under State Funds please indicate if there are State Funds other than those requested of the Budget and Control Board by this Agreement. Please list from whom and the amount of each fund.

STATE OF SOUTH CAROLINA
State Budget and Control Board
OFFICE OF LOCAL GOVERNMENT



GRANT AGREEMENT

This grant agreement is entered into this _____ day of _____, 20____, between the South Carolina State Budget and Control Board, through the Office of Local Government, an agency of the State of South Carolina (the "State") and LEXINGTON COUNTY a COUNTY of the State of South Carolina (the "Project Sponsor").

WHEREAS, the State is authorized to administer and manager certain State funds to be used for rural improvement, economic development and to improve the quality of life for the citizens of the State of South Carolina; and

WHEREAS, Project Sponsor may undertake projects and receive assistance in the financing of such projects by way of grants made from such State funds and to enter into grant agreements providing for the terms for using such grants and providing for the repayment of amounts received from the funds together with interest thereon in the event of violation of such terms by the Project Sponsor; and

WHEREAS, the Project Sponsor proposes to acquire and/or construct the goods and/or services for the project described in Appendix "A" hereto (the "Project");

NOW, THEREFORE, BE IT AGREED AS FOLLOWS:

ARTICLE 1

Section 1.1. Definitions: Except to the extent modified or supplemented by this Agreement, any term used herein shall have the following meaning:

- 1.1.1 Agreement means this Grant Agreement, as described above and any amendments or supplements thereto.
- 1.1.2 Grant Funds means the monies and any loans secured by loan guarantees provided under this Agreement.
- 1.1.3 Project means the construction or manufacturing program or other activities, including the administration thereof, with respect to which Grant Funds are being provided under this Agreement as more particularly described on Appendix "A" attached hereto and made a part hereof.
- 1.1.4 Project Budget means the line-item budget for the use of all grant funds as set forth on Appendix "B" attached hereto and made a part hereof.
- 1.1.5 Project Sponsor means each entity designated as a recipient for grant or loan guarantee assistance in the Grant Award and signing the acceptance provision of the Grant Award.
- 1.1.6 State means the State Budget and Control Board, Office of Local Government ("OLG").

Section 2.8. Accounting for Project Transactions: The Project Sponsor must set up a separate bank account for each separate grant agreement and account for all grant fund transactions separately. The bank, the account and a Project Sponsor representative shall be designated by the Project Sponsor before it may request disbursements and such designations shall be subject to approval by the State. The bank account used for the grant funds by the Project Sponsor shall be an interest-bearing account.

Section 2.9. Program Income: The State may require as a condition of any funds distributed by the State under the provisions of this Agreement, that the Project Sponsor pay the State any such income as is earned from the Project during the six-month period following the execution of this Agreement. However, the State shall waive such condition to the extent such income is applied by the Project Sponsor to continue the activity from which such income was derived

ARTICLE 3

Remedies

Section 3.1. Grant Repaid: If the Project Sponsor violates the terms of this Agreement, or any applicable law or regulations, the State may, by notice in writing to the Project Sponsor, demand the principal portion of the Grant Funds which have been disbursed to the Project Sponsor immediately due and payable to the State, together with interest calculated on it at the rate of _____% per annum. Interest above shall continue to accrue and compound until the date of payment.

Section 3.2. Collection Costs and Fees: In the event of a violation of this Agreement, the State may collect Grant Funds paid plus interest as described in Section 3.1. Costs and fees associated with the collection, including attorney's fees, are also to be collected from the Project Sponsor. The Project Sponsor agrees to pay the State all such costs and fees, including attorney's fees, incurred in collecting the grant funds and interest.

Section 3.3. Additional Remedy: Upon any failure of the Project Sponsor to make any payment to the State in accordance with the provisions of this Agreement, the State, without further action, may request and, the Project Sponsor by acceptance of the grant herein, hereby specifically authorizes the State Treasurer and Comptroller General of the State to pay the State the amount of state aid to which the Project Sponsor may become entitled to until all delinquent payments described in Sections 3.1 and 3.2 have been paid.

ARTICLE 4

General

Section 4.1. Reporting Requirements: The Project Sponsor agrees to complete and submit all reports, in such form and according to such schedule, as may be required by the State.

Section 4.2. Audit: The Project Sponsor agrees to have conducted an independent audit of grant funds and submit all audit findings to the Board upon completion of project

Section 4.3. Maintenance of Records: Records and accounts for Grant Fund transactions must be maintained using generally-accepted accounting principals. Detailed records and source documents must be maintained in a neat, easily accessible manner. Records for all grant funds must be retained for five (5) years after receipt of the final disbursement by the Project Sponsor. However, if any litigation, claim, or audit is started before the expiration of the five-year period, then records must be retained for five (5) years after the litigation, claim, or audit is resolved.

Section 4.4. Access: All records with respect to all matters covered by this Agreement shall be made available for random audit and inspection by the State.

APPENDIX "A"

PROJECT SPONSOR: LEXINGTON COUNTY

GRANT NUMBER: 1631

SCOPE OF WORK

	<u>Description</u>	<u>Budget</u>	<u>Grant Funds Requested</u>
1.	<u>TREATMENT BUILDING</u>	<u>75,000</u>	<u>75,000</u>
2.	<u>PROACTIVE RADIUM FILTERS</u>	<u>145,000</u>	<u>145,000</u>
3.	<u>CONNECTING PIPING, VALVES, ETC.</u>	<u>25,000</u>	<u>25,000</u>
4.	<u>RADIATION MONITORING EQUIPMENT</u>	<u>25,000</u>	<u>25,000</u>
5.	<u>ELECTRICAL</u>	<u>20,000</u>	<u>20,000</u>
6.	<u>ENGINEERING</u>	<u>21,000</u>	<u>0</u>
7.	<u>TOTAL</u>	<u>311,000</u>	<u>290,000</u>
8.	<u> </u>	<u> </u>	<u> </u>
9.	<u> </u>	<u> </u>	<u> </u>
10.	<u> </u>	<u> </u>	<u> </u>
11.	<u> </u>	<u> </u>	<u> </u>
12.	<u> </u>	<u> </u>	<u> </u>
13.	<u> </u>	<u> </u>	<u> </u>
14.	<u> </u>	<u> </u>	<u> </u>
15.	<u> </u>	<u> </u>	<u> </u>
16.	<u> </u>	<u> </u>	<u> </u>
17.	<u> </u>	<u> </u>	<u> </u>
18.	<u> </u>	<u> </u>	<u> </u>
19.	<u> </u>	<u> </u>	<u> </u>
20.	<u> </u>	<u> </u>	<u> </u>



**Gilbert–Summit Rural Water District
Request for Funding From
South Carolina Budget and Control Board**



Review of Background Information

- Gilbert-Summit Rural Water District (GSRWD) is located in the western portion of Lexington County and provides drinking water to 1900 taps and approximately 4900 people
- As a Rural Water District, GSRWD is funded solely by the revenue generated from customers
- GSRWD Well #10 represents approximately 30% of the total drinking water supply to customers
- Evaluation of Well #10 indicates the concentration of total radium exceeds the Maximum Contaminant Level (MCL) for drinking water in DHEC Bureau of Water Regulation R 61-58.5.H
- Based on regulatory requirements in R 61-58, the concentration of radium in Well #10 must be reduced to less than the MCL, or terminate service from the well

Impacts to GSRWD From Termination of Well #10

- If GSRWD is not able to use Well #10, the following impacts will occur:
 - failure to provide drinking water to customers
 - subject to potential fines from DHEC Bureau of Water due to failure to provide drinking water

Cost of Implementing ProActiv System

- Implementation of the ProActiv System requires:
 - A DHEC Radioactive Material License pursuant to R 61-63, Part IX, a radiation safety officer for implementation of regulatory requirements, and 3 pieces of radiation monitoring equipment
 - A DHEC Bureau of Water Permit to Construct and Permit to Operate the facility
 - Includes engineering support for design and permitting
 - Construction of a treatment facility
- Estimated costs for obtaining licenses, permits and constructing the facility are:
 - Radioactive Material License (through first year) \$ 80,000
 - DHEC Bureau of Water Permits/ Engineering \$ 21,000
 - Construction of Water Treatment Facility \$210,000
- Total Requested Grant Funds \$ 311,000

Evaluation of Treatment Options

- Implementation of ion exchange media was considered not feasible due to the lack of a sewer system to backwash media.
- Implementation of zeolite will cost \$75,000 for initial set-up with a water processing rate of \$0.70 per 1000 gallons of water
 - This option was determined to be undesirable because it involved transport of used zeolite to the State of Washington for disposal and potential return of the waste to South Carolina at some point in the future
- ProActiv will cost \$85,000 for initial set-up with a water processing rate of \$0.60 per 1000 gallons
 - Media does not require sanitary sewer for back-flushing of media,
 - Waste will be disposed of in accordance with SCDHEC regulations
- Evaluation results indicate ProActiv is cost effective and does not have waste disposal concerns as that associated with the zeolite

6/19/2013
SJK

Cost Associated with Solutions

- Purchase of drinking water from neighboring facilities will result in a customer cost of \$5.35 per 1000 gallons, with no guarantee of rate
 - Current customer rates are \$3.85 per 1000 gallons
- Installation of a surface water treatment facility requires \$5 Million initial capital costs and would result in a customer cost of approximately \$6.00 per 1000 gallons
- Installation of a new well would not guarantee the radium concentration would be any lower, thereby potentially wasting the well installation cost of over \$200,000
- Participating in a new regional water facility would not result in a timely solution, thereby resulting in failure to provide water to customers
- The following treatment methods were evaluated for cost of implementation and operation (details on next slide) and result in less than \$1.50 per 1000 gallons making these the most cost effective, and include:
 - ion exchange media
 - zeolite collection media
 - ProActiv collection media

GSRWD Evaluation of Potential Solutions

- GSRWD evaluated potential solutions to provide drinking water to customers
 - Purchase of water from neighboring facilities
 - Installation of a new surface water treatment plant
 - Installation of a new well
 - Participating in a regional water service utility
 - Treatment of drinking water using various technologies

STATE OF SOUTH CAROLINA)
)
COUNTY OF LEXINGTON)

ORDINANCE NO. 06-15

AN ORDINANCE TO AMEND THE AGREEMENT FOR DEVELOPMENT OF JOINT COUNTY INDUSTRIAL PARK DATED DECEMBER 11, 2005 BY AND BETWEEN LEXINGTON COUNTY, SOUTH CAROLINA AND CALHOUN COUNTY, SOUTH CAROLINA, PROVIDING FOR THE DEVELOPMENT OF A JOINT INDUSTRIAL/BUSINESS PARK SO AS TO INCLUDE ADDITIONAL PROPERTY IN THAT PORTION OF THE JOINT COUNTY INDUSTRIAL PARK GEOGRAPHICALLY LOCATED IN LEXINGTON COUNTY, SOUTH CAROLINA, AND OTHER MATTERS RELATING THERETO.

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

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

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

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

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

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

AND IT IS SO ORDAINED this ___ day of _____, 2006.

LEXINGTON COUNTY, SOUTH CAROLINA

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

ATTEST:

Clerk to County Council
Lexington County, South Carolina

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

EXHIBIT A

PROPERTY DESCRIPTION

BOUNDARY DESCRIPTION – PARCEL "A"

The following property as shown on an ALTA/ACSM Land Survey prepared by Hussey, Gay, Bell & DeYoung, Inc., for Holmes Smith (CAE) LLC, Wachovia Bank, National Association, its successors and assigns, and Chicago Title Insurance Company dated April 27, 2006, last revised May 5, 2006 (the "Survey"):

ALL THAT CERTAIN PIECE, PARCEL OR TRACT OF LAND CONTAINING 13.000 ACRES/566,280 SQUARE FEET, BEING LOCATED IN LEXINGTON COUNTY, NEAR THE TOWN OF SPRINGDALE, SOUTH CAROLINA, AND BEGINNING AT A 5/8" REBAR LOCATED ALONG THE NORTHERN RIGHT-OF-WAY LINE OF METROPOLITAN DRIVE, SAID 5/8" REBAR BEING 796.74' EAST OF THE CENTERLINE INTERSECTION OF ENTERPRISE PARKWAY AND METROPOLITAN DRIVE; THENCE TURNING AND RUNNING NORTH 30°02'52" WEST ALONG THE PROPERTY LINE OF COOPERATIVE ELECTRIC ENERGY UTILITY SUPPLY, INC. FOR A DISTANCE OF 1,024.59' TO A 3/4" REBAR; THENCE TURNING AND RUNNING ALONG THE SOUTHERN RIGHT-OF-WAY LINE OF OLD BARNWELL ROAD (S.C. HWY. NO. S-32-104) FOR THE FOLLOWING COURSES AND DISTANCES: NORTH 59°57'09" EAST FOR A DISTANCE OF 105.62' TO A 3/4" REBAR; THENCE ALONG THE ARC OF A CURVE FOR A DISTANCE OF 425.05', SAID ARC OR CURVE HAVING A RADIUS OF 921.93', THE CHORD OF SAID ARC OR CURVE RUNNING NORTH 73°09'39" EAST FOR A DISTANCE OF 421.30' TO A 3/4" REBAR; THENCE NORTH 86°22'09" EAST FOR A DISTANCE OF 141.83' TO A 3/4" REBAR; THENCE TURNING AND RUNNING SOUTH 17°16'42" EAST ALONG THE PROPERTY LINE OF PARCEL "B" FOR A DISTANCE OF 969.07' TO A 3/4" REBAR; THENCE TURNING AND RUNNING ALONG THE NORTHERN RIGHT-OF-WAY LINE OF METROPOLITAN DRIVE FOR THE FOLLOWING COURSES AND DISTANCES: SOUTH 63°06'18" WEST FOR A DISTANCE OF 6.74' TO A 5/8" REBAR; THENCE ALONG THE ARC OF A CURVE FOR A DISTANCE OF 318.74', SAID ARC OR CURVE HAVING A RADIUS OF 1,520.00', THE CHORD OF SAID ARC OR CURVE RUNNING SOUTH 69°05'45" WEST 318.16' TO A 5/8" REBAR; THENCE SOUTH 74°59'22" WEST FOR A DISTANCE OF 111.58' TO THE POINT OF BEGINNING.

TMS:

Derivation:

EXHIBIT A

PROPERTY DESCRIPTION

BOUNDARY DESCRIPTION – PARCEL "A"

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ALL THAT CERTAIN PIECE, PARCEL OR TRACT OF LAND CONTAINING 13.000 ACRES/566,280 SQUARE FEET, BEING LOCATED IN LEXINGTON COUNTY, NEAR THE TOWN OF SPRINGDALE, SOUTH CAROLINA, AND BEGINNING AT A 5/8" REBAR LOCATED ALONG THE NORTHERN RIGHT-OF-WAY LINE OF METROPOLITAN DRIVE, SAID 5/8" REBAR BEING 796.74' EAST OF THE CENTERLINE INTERSECTION OF ENTERPRISE PARKWAY AND METROPOLITAN DRIVE; THENCE TURNING AND RUNNING NORTH 30°02'52" WEST ALONG THE PROPERTY LINE OF COOPERATIVE ELECTRIC ENERGY UTILITY SUPPLY, INC. FOR A DISTANCE OF 1,024.59' TO A 3/4" REBAR; THENCE TURNING AND RUNNING ALONG THE SOUTHERN RIGHT-OF-WAY LINE OF OLD BARNWELL ROAD (S.C. HWY. NO. S-32-104) FOR THE FOLLOWING COURSES AND DISTANCES: NORTH 59°57'09" EAST FOR A DISTANCE OF 105.62' TO A 3/4" REBAR; THENCE ALONG THE ARC OF A CURVE FOR A DISTANCE OF 425.05', SAID ARC OR CURVE HAVING A RADIUS OF 921.93', THE CHORD OF SAID ARC OR CURVE RUNNING NORTH 73°09'39" EAST FOR A DISTANCE OF 421.30' TO A 3/4" REBAR; THENCE NORTH 86°22'09" EAST FOR A DISTANCE OF 141.83' TO A 3/4" REBAR; THENCE TURNING AND RUNNING SOUTH 17°16'42" EAST ALONG THE PROPERTY LINE OF PARCEL "B" FOR A DISTANCE OF 969.07' TO A 3/4" REBAR; THENCE TURNING AND RUNNING ALONG THE NORTHERN RIGHT-OF-WAY LINE OF METROPOLITAN DRIVE FOR THE FOLLOWING COURSES AND DISTANCES: SOUTH 63°06'18" WEST FOR A DISTANCE OF 6.74' TO A 5/8" REBAR; THENCE ALONG THE ARC OF A CURVE FOR A DISTANCE OF 318.74', SAID ARC OR CURVE HAVING A RADIUS OF 1,520.00', THE CHORD OF SAID ARC OR CURVE RUNNING SOUTH 69°05'45" WEST 318.16' TO A 5/8" REBAR; THENCE SOUTH 74°59'22" WEST FOR A DISTANCE OF 111.58' TO THE POINT OF BEGINNING.

TMS:

Derivation:

ORDINANCE 06-16
STATE OF SOUTH CAROLINA
LEXINGTON COUNTY

AN ORDINANCE AUTHORIZING THE EXECUTION AND DELIVERY OF AN INFRASTRUCTURE AND REAL ESTATE IMPROVEMENTS FINANCING AGREEMENT BETWEEN LEXINGTON COUNTY, SOUTH CAROLINA, AND ALLIED AIR ENTERPRISES INC.

WHEREAS, the County, acting by and through its County Council (the "County Council") is authorized by Sections 4-1-175 and 4-29-68 of the Code of Laws of South Carolina 1976, as amended, to provide special source revenue financing, secured by and payable solely from revenues of the County derived from payments in lieu of taxes pursuant to Article VIII, Section 13 of the South Carolina Constitution, for the purpose of defraying the cost of designing, acquiring, constructing, improving, or expanding the infrastructure serving the County and for improved and unimproved real estate used in the operation of a manufacturing facility or commercial enterprise in order to enhance the economic development of the County; and

WHEREAS, Allied Air Enterprises Inc., a Delaware corporation (the "Company") plans to operate an executive office and research and development facility (the "Facility") to be constructed by a third party developer and leased to the Company, located in the CAE Park in Lexington County, South Carolina, and more particularly described on Exhibit A, attached hereto (the "Property") which is anticipated to represent an investment of \$6,000,000; and

WHEREAS, the Facility will employ approximately 52 persons; and

WHEREAS, pursuant to an Incentive and Inducement Agreement dated May 23, 2006 (the "Inducement Agreement"), the County agreed to assist the Company with the reimbursement of certain infrastructure and real estate improvements and acquisition costs incurred in connection with the Property and the Facility (collectively, the "Project") as an inducement to the Company to establish the Facility in the County; and

WHEREAS, the County and Calhoun County have established a joint county industrial and business park (the "Park") by entering into an Agreement for Development of Joint County Industrial Park, dated December 11, 1995, pursuant to the provisions of Article VIII, Section 13 of the South Carolina Constitution; and

WHEREAS, the County and Calhoun County have recently amended the previously mentioned Agreement for Development for Joint County Industrial Park by including the Property upon which the Facility (including the Project) is located in the Park (as so amended, the "Park Agreement"); and

WHEREAS, pursuant to the provisions of the Park Agreement, the Company is obligated to make or cause to be made payments in lieu of taxes which will be distributed to Lexington County (the "Lexington Fee Payments") and to Calhoun County (the "Calhoun Fee Payments") in the total amount equivalent to the ad valorem property taxes that would have been due and payable but for the location of the Property and Facility (including the Project) within the Park; and

WHEREAS, Lexington County has agreed to allow a credit to be taken by the Company after the distribution of the Calhoun Fee Payments by Lexington County; and

WHEREAS, the County Council has agreed to provide special source revenue financing by providing a credit to pay all or a portion of the cost of the Project in an amount equal to \$100,000 in the aggregate, or \$50,000 of the Lexington County Fee Payments during the first two (2) property tax years in which property tax payments on the Project are made, anticipated to begin in property tax year 2007 (i.e., from and including property tax year 2007 to and including property tax year 2008); all as more fully set forth in the Infrastructure and Real Estate Improvements Financing Agreement attached hereto as Exhibit B (the "Financing Agreement"); and

WHEREAS, the assistance to the Company will benefit the general public welfare of the County by creating new employment in the County, increasing the tax base of the County, and providing other public benefits, all of which are proper governmental and public purposes.

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

Section 1. The County Council hereby finds that: (i) the Project is anticipated to benefit the general public welfare of the County by providing services, employment, recreation, or other public benefits not otherwise adequately provided locally; (ii) the Project gives rise to no pecuniary liability of the County or a charge against its general credit or taxing power, (iii) the Incentive and Inducement Agreement provides that the industry shall maintain the Project and carry proper insurance with respect thereto in case of a lease agreement under the Act; (iv) the purposes to be accomplished by the Project are proper governmental and public purposes and the inducement of the location of the Project within South Carolina is of paramount importance and the benefits of the project to the public are greater than the cost (which latter finding has been made using an appropriate cost-benefit analysis); and (v) it has evaluated the Project considering all relevant and required factors, including, but not limited to, the anticipated dollar amount and nature of the investment to be made and the anticipated costs and benefits to the County, and all other criteria prescribed by law.

Section 2. There is hereby authorized the financings of the Project through incorporation of the Property and the Facility in a multi-county industrial park and a credit against the Lexington County Fee Payments as described in the attached Financing Agreement by the County.

Section 3. The Chairman is hereby authorized and directed, in the name and on behalf of the County, to execute the Financing Agreement in substantially the form attached hereto as Exhibit A, together with any changes or amendments thereto as may be deemed reasonable and necessary in the discretion of the Chairman of County Council and the Clerk of County Council is hereby authorized to attest the same; the Chairman of County Council is further authorized and directed to deliver the executed Financing Agreement and any authorized amendments thereto to the Company.

Section 4. Consummation of all transactions contemplated by the Financing Agreement is hereby approved.

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

Section 6. This Ordinance shall become effective immediately upon third reading and approval by the County Council.

Section 7. The provisions of this Ordinance are hereby declared to be severable and if any section, phrase, or provision shall for any reason be declared by a court of competent jurisdiction to be invalid or unenforceable, that declaration shall not affect the validity of the remainder of the sections, phrases, and provisions hereunder.

Section 8. All orders, resolutions, ordinances and parts thereof in conflict herewith are, to the extent of the conflict, hereby repealed.

LEXINGTON COUNTY, SOUTH CAROLINA

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

ATTEST:

Clerk to County Council
Lexington County, South Carolina

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

EXHIBIT A

PROPERTY DESCRIPTION

BOUNDARY DESCRIPTION – PARCEL "A"

The following property as shown on an ALTA/ACSM Land Survey prepared by Hussey, Gay, Bell & DeYoung, Inc., for Holmes Smith (CAF) LLC, Wachovia Bank, National Association, its successors and assigns, and Chicago Title Insurance Company dated April 27, 2006, last revised May 5, 2006 (the "Survey"):

ALL THAT CERTAIN PIECE, PARCEL OR TRACT OF LAND CONTAINING 13.000 ACRES/566,280 SQUARE FEET, BEING LOCATED IN LEXINGTON COUNTY, NEAR THE TOWN OF SPRINGDALE, SOUTH CAROLINA, AND BEGINNING AT A 5/8" REBAR LOCATED ALONG THE NORTHERN RIGHT-OF-WAY LINE OF METROPOLITAN DRIVE, SAID 5/8" REBAR BEING 796.74' EAST OF THE CENTERLINE INTERSECTION OF ENTERPRISE PARKWAY AND METROPOLITAN DRIVE, THENCE TURNING AND RUNNING NORTH 30°02'52" WEST ALONG THE PROPERTY LINE OF COOPERATIVE ELECTRIC ENERGY UTILITY SUPPLY, INC. FOR A DISTANCE OF 1,024.59' TO A 3/4" REBAR; THENCE TURNING AND RUNNING ALONG THE SOUTHERN RIGHT-OF-WAY LINE OF OLD BARNWELL ROAD (S.C. HWY. NO. S-32-104) FOR THE FOLLOWING COURSES AND DISTANCES: NORTH 59°57'09" EAST FOR A DISTANCE OF 105.62' TO A 3/4" REBAR; THENCE ALONG THE ARC OF A CURVE FOR A DISTANCE OF 425.05', SAID ARC OR CURVE HAVING A RADIUS OF 921.93', THE CHORD OF SAID ARC OR CURVE RUNNING NORTH 73°09'39" EAST FOR A DISTANCE OF 421.30' TO A 3/4" REBAR; THENCE NORTH 86°22'09" EAST FOR A DISTANCE OF 141.83' TO A 3/4" REBAR; THENCE TURNING AND RUNNING SOUTH 17°16'42" EAST ALONG THE PROPERTY LINE OF PARCEL "B" FOR A DISTANCE OF 969.07' TO A 3/4" REBAR; THENCE TURNING AND RUNNING ALONG THE NORTHERN RIGHT-OF-WAY LINE OF METROPOLITAN DRIVE FOR THE FOLLOWING COURSES AND DISTANCES: SOUTH 63°06'18" WEST FOR A DISTANCE OF 6.74' TO A 5/8" REBAR; THENCE ALONG THE ARC OF A CURVE FOR A DISTANCE OF 318.74', SAID ARC OR CURVE HAVING A RADIUS OF 1,520.00', THE CHORD OF SAID ARC OR CURVE RUNNING SOUTH 69°05'45" WEST 318.16' TO A 5/8" REBAR; THENCE SOUTH 74°59'22" WEST FOR A DISTANCE OF 111.58' TO THE POINT OF BEGINNING.

TMS:

Derivation:

INFRASTRUCTURE AND REAL ESTATE IMPROVEMENTS
FINANCING AGREEMENT

between

LEXINGTON COUNTY, SOUTH CAROLINA

and

ALLIED AIR ENTERPRISES INC.

Dated as of _____, 2006

INFRASTRUCTURE AND REAL ESTATE IMPROVEMENTS
FINANCING AGREEMENT

THIS INFRASTRUCTURE AND REAL ESTATE IMPROVEMENTS FINANCING AGREEMENT, dated as of _____, 2006 (the "Agreement"), between LEXINGTON COUNTY, SOUTH CAROLINA, a body politic and corporate, and a political subdivision of the State of South Carolina (the "County"), and ALLIED AIR ENTERPRISES INC., a corporation organized and existing under the laws of the State of Delaware (the "Company").

WITNESSETH

WHEREAS, the County, acting by and through its County Council (the "County Council") is authorized by Sections 4-1-175 and 4-29-68 of the Code of Laws of South Carolina 1976, as amended (the "Code"), to provide special source revenue financing, secured by and payable solely from revenues of the County derived from payments in lieu of taxes pursuant to Article VIII, Section 13 of the South Carolina Constitution, for the purpose of defraying the cost of designing, acquiring, constructing, improving, or expanding the infrastructure serving the County and for improved and unimproved real estate used in the operation of a manufacturing facility or commercial enterprise in order to enhance the economic development of the County; and

WHEREAS, the Company plans to operate an executive office and research and development facility (the Facility") to be constructed by a third party developer (the "Developer"), located in the CAE Park in Lexington County, South Carolina, and more particularly described on Exhibit A, attached hereto (the "Property"), which Facility will be leased by the Company from such Developer or an assignee of such Developer (such assignee also to be referred to as the "Developer"); and

WHEREAS, the Company anticipates employing 52 people at the Facility and anticipates an investment in the County at the Facility totaling approximately \$6,000,000; and

WHEREAS, pursuant to an Incentive and Inducement Agreement dated May 23, 2006 (the "Inducement Agreement"), the County agreed to assist the Company with the reimbursement of certain infrastructure and real estate improvements and acquisition costs incurred in connection with the Property and the Facility (collectively, the "Facility") as an inducement to the Company to establish the Facility in the County; and

WHEREAS, the County and Calhoun County have established a joint county industrial and business park (the "Park") by entering into an Agreement for Development of Joint County Industrial Park, dated December 11, 1995, pursuant to the provisions of Article VIII, Section 13 of the South Carolina Constitution; and

WHEREAS, the County and Calhoun County are amending the previously mentioned Agreement for Development of Joint County Industrial Park by including the Property upon which the Facility is located in the Park (as so amended, the "Park Agreement"); and

WHEREAS, pursuant to the provisions of the Park Agreement, the Company is obligated to make or cause to be made payments in lieu of taxes which will be distributed to Lexington County (the "Lexington Fee Payments") and to Calhoun County (the "Calhoun Fee Payments") in the total amount equivalent to the ad valorem property taxes that would have been due and payable but for the location of the Facility within the Park; and

WHEREAS, the County Council has agreed to provide special source revenue financing by providing a credit to pay all or a portion of the eligible costs of the Facility in an amount equal to \$100,000 in the aggregate, or \$50,000 per year of the Lexington Fee Payments during the first two (2) property tax years in which property tax payments on the Facility are made; and

WHEREAS, the County Council has duly authorized execution and delivery of this Agreement by ordinance duly enacted by the County Council on _____, 2006, following a public hearing held on _____, 2006, in compliance with the terms of the Act.

NOW, THEREFORE, in consideration of the respective representations and agreements hereinafter contained, the County and the Company agree as follows:

ARTICLE I

WAIVER; DEFINITIONS

Pursuant to Section 12-44-55(B) of the Code, the parties waive any and all compliance with any and all of the provisions, items, or requirements of Section 12-44-55, to the extent such provisions apply. The terms defined in this Article I shall for all purposes of this Agreement have the meanings herein specified, unless the context clearly otherwise requires. Except where the context otherwise requires, words importing the singular number shall include the plural number and *vice versa*.

"*Act*" shall mean, collectively, Title 4, Chapter 29, and Title 4, Chapter 1 of the Code of Laws of South Carolina 1976, as amended, and all future acts amendatory thereof.

"*Agreement*" shall mean this Agreement, as the same may be amended, modified or supplemented in accordance with the terms hereof.

"*Company*" shall mean Allied Air Enterprises Inc., a corporation organized and existing under the laws of the State of Delaware, its successors and assigns.

"*Cost of the Facility*" shall mean the cost of acquiring, by construction and purchase, the Facility and shall be deemed to include, whether incurred prior to or after the date of the Agreement: (a) obligations incurred for labor, materials, and other expenses to builders and materialmen in connection with the acquisition, construction, and installation of the Facility; (b) the cost of construction bonds and of insurance of all kinds that may be required or necessary during the course of construction and installation of the Facility, which is not paid by the contractor or contractors or otherwise provided for, (c) the expenses for test borings, surveys, test and pilot operations, estimates, plans and specifications and preliminary investigations therefor, and for supervising construction, as well as for the performance of all other duties required by or reasonably necessary in connection with the acquisition, construction, and installation of the Facility; and (d) all

other costs which shall be required under the terms of any contract for the acquisition, construction, and installation of the Facility.

"County" shall mean Lexington County, South Carolina, a body politic and corporate and a political subdivision of the State of South Carolina and its successors and assigns.

"Developer" shall mean the third party who shall construct the Facility, and such term shall also include any assignee of the original developer.

"Financing Statement" shall mean a financing statement or a continuation statement filed pursuant to the provisions of the Uniform Commercial Code of the State or such other jurisdiction the laws of which are applicable with respect to the security interests created under this Agreement.

"Lexington Fee Payments" shall mean payments in lieu of taxes made to the County with respect to the Facility as required by the Park Agreement.

"Ordinance" shall mean the ordinance enacted by the County Council on _____, 2006, authorizing the execution and delivery of this Agreement.

"Park Agreement" shall mean the Agreement for Development of Joint County Industrial Park, dated December 11, 1995, between the County and Calhoun County, South Carolina, as amended or supplemented.

"Park" shall mean the Joint County Industrial or Business Park established pursuant to the terms of the Park Agreement.

"Person" shall mean an individual, a corporation, a partnership, an association, a joint stock company, a trust, any unincorporated organization, or a government or political subdivision.

"Project" shall mean the Property and the Facility, including the improvements to real estate on Exhibit B attached hereto.

"Calhoun Fee Payments" shall mean payments in lieu of taxes made to Calhoun County with respect to the Facility as required by the Park Agreement.

"Special Source Revenue Credits" or "SSRC's" shall mean the credit to the Company's fee in lieu of tax payments to reimburse the Company for Cost of the Facility in the amounts set forth in Section 3.02 hereof.

ARTICLE II

REPRESENTATIONS AND WARRANTIES

SECTION 2.01. Representations by the County. The County makes the following representations and covenants as the basis for the undertakings on its part herein contained:

(a) The County is a body politic and corporate and a political subdivision of the State of South Carolina and is authorized and empowered by the provisions of the Act to enter into the

transactions contemplated by this Agreement and to carry out its obligations hereunder. By proper action by the County Council, the County has been duly authorized to execute and deliver this Agreement, and any and all agreements collateral thereto.

(b) The County proposes to reimburse the Company for a portion of the Cost of the Facility for the purpose of creation and retention of jobs, increase in the tax base of the County, and promoting the economic development of the County.

(c) The County is not in default under any of the provisions of the laws of the State of South Carolina, where any such default would affect the validity or enforceability of this Agreement.

(d) The authorization, execution and delivery of this Agreement, the enactment of the Ordinance, and performance of the transactions contemplated hereby and thereby do not and will not conflict with, or result in the violation or breach of, or constitute a default or require any consent under, or create any lien, charge or encumbrance under the provisions of (i) the Constitution of the State or any law, rule, or regulation of any governmental authority, (ii) any agreement to which the County is a party, or (iii) any judgment, order, or decree to which the County is a party or by which it is bound. There is no action, suit, proceeding, inquiry, or investigation, at law or in equity, or before or by any court, public body, or public board which is pending or threatened challenging the creation, organization or existence of the County or its governing body or the power of the County to enter into the transactions contemplated hereby or wherein an unfavorable decision, ruling or finding would adversely affect the transactions contemplated hereby or would affect the validity, or adversely affect the enforceability, of this Agreement, or any other agreement or instrument to which the County is a party and which is to be used in connection with or is contemplated by this Agreement, nor, to the best of the knowledge of the County, is there any basis therefor.

(e) The Facility is not located within any municipal or city limits.

(f) The County has created a multi-county business park with Calhoun County pursuant to Article VIII, Section 13 of the South Carolina Constitution, and the Facility is validly located in such park. The park will remain in existence for a period of at least twenty (20) years.

SECTION 2.02. Representations by the Company. The Company makes the following representations and warranties as the basis for the undertakings on its part herein contained:

(a) The Company is a Delaware corporation duly organized, validly existing, and in good standing under the laws of the State of Delaware, is authorized to conduct business in the State of Delaware, has power to enter into this Agreement, and by proper company action has been duly authorized to execute and deliver this Agreement.

(b) This Agreement has been duly executed and delivered by the Company and constitutes the legal, valid, and binding obligation of the Company, enforceable in accordance with its terms except as enforcement thereof may be limited by bankruptcy, insolvency, or similar laws affecting the enforcement of creditors' rights generally.

(c) Neither the execution and delivery of this Agreement, the consummation of the transactions contemplated hereby, nor the fulfillment of or compliance with the terms and

conditions of this Agreement, will result in a material breach of any of the terms, conditions, or provisions of any corporate restriction or any agreement or instrument to which the Company is now a party or by which it is bound, or will constitute a default under any of the foregoing, or result in the creation or imposition of any lien, charge, or encumbrance of any nature whatsoever upon any of the property or assets of the Company, other than as may be created or permitted by this Agreement.

(d) The financing of the Facility by the County has been instrumental in inducing the Company to locate in the County. The SSRC's granted by this Agreement against the Lexington Fee Payments will accrue to the benefit of the Company as the Company is obligated under the lease to pay all ad valorem taxes and fees in lieu of ad valorem taxes.

SECTION 2.03. Covenants of County.

(a) The County will at all times maintain its corporate existence and will use its best efforts to maintain, preserve, and renew all its rights, powers, privileges, and franchises; and it will comply with all valid acts, rules, regulations, orders, and directions of any legislative, executive, administrative, or judicial body applicable to this Agreement.

(b) The County will incorporate the Property and the Facility in the Park Agreement and will maintain such status for at least 20 years or the duration of this Agreement, whichever is longer.

(c) The County covenants that it will from time to time and at the expense of the Company execute and deliver such further instruments and take such further action as may be reasonable and as may be required to carry out the purpose of this Agreement; provided, however, that such instruments or actions shall never create or constitute an indebtedness of the County within the meaning of any state constitutional provision (other than the provisions of Article X, Section 14(10) of the South Carolina Constitution) or statutory limitation and shall never constitute or give rise to a pecuniary liability of the County or a charge against its general credit or taxing power or pledge the credit or taxing power of the State, or any other political subdivision of the State.

ARTICLE III

SPECIAL SOURCE REVENUE CREDITS

SECTION 3.01. Payment of Costs of Facility. The Developer anticipates paying the Costs of the Facility. The Company anticipates paying the Developer for the Costs of the Facility through lease payments pursuant to its "build to suit" lease agreement with the Developer. In addition, the Company, under the terms of the Lease Agreement with the developer, will be responsible for all ad valorem and fees in lieu of taxes in connection with the Facility. The Company agrees, upon request, to provide to the County one or more invoices pertaining to the Costs of the Facility.

SECTION 3.02. Special Source Revenue Credits.

(a) (i) Commencing in the first property tax year in which a property tax payment is due with respect to the Facility after such is placed in service, which is anticipated to be in property tax year 2007 and continuing for a period of one (1) year thereafter (for a total of two (2) payment

years) upon receipt of annual Lexington Fee Payments and Calhoun Fee Payments, the County hereby promises to provide a credit equal to \$100,000 in the aggregate, or \$50,000 of the Lexington Fee Payments for two years (anticipated to be property tax years 2007 and 2008) in order to reimburse the Developer and thereby the Company for the Cost of the Facility as permitted by the Act. In case there is a delay in construction and the Facility is not placed in service in 2006, the Special Source Revenue Credit ("SSRC") shall commence in the year in which the first tax payment with respect to the Facility is due. To the extent such SSRC exceeds 95% of the amount of the Lexington Fee Payments in any year, the excess shall be carried over to the next year, and so forth, until the entire credit is used up.

(ii) For a period of twenty (20) years, commencing with the first Lexington County Fee Payment, the County also agrees to provide the Company with an SSRC against the Lexington Fee Payments equal to the savings (if any) that the Company would have realized if the entire facility plus all personal property normally subject to ad valorem property taxes and located on the Property had been taxed using a 6% assessment ratio and the millage rate applicable on June 30, 2006, which the parties understand is ____ mills, for such entire 20 year period.

(iii) THIS AGREEMENT AND THE SPECIAL SOURCE REVENUE CREDITS BECOMING DUE HEREON ARE LIMITED OBLIGATIONS OF THE COUNTY PROVIDED BY THE COUNTY SOLELY FROM THE LEXINGTON PAYMENTS DERIVED BY THE COUNTY PURSUANT TO THE PARK AGREEMENT, AND DO NOT AND SHALL NEVER CONSTITUTE AN INDEBTEDNESS OF THE COUNTY WITHIN THE MEANING OF ANY CONSTITUTIONAL PROVISION (OTHER THAN THE PROVISIONS OF ARTICLE X, SECTION 14(10) OF THE SOUTH CAROLINA CONSTITUTION) OR STATUTORY LIMITATION AND DO NOT AND SHALL NEVER CONSTITUTE OR GIVE RISE TO A PECUNIARY LIABILITY OF THE COUNTY OR A CHARGE AGAINST ITS GENERAL CREDIT OR TAXING POWER. THE FULL FAITH, CREDIT, AND TAXING POWER OF THE COUNTY ARE NOT PLEDGED FOR THE SPECIAL SOURCE REVENUE CREDITS.

- (iv) No breach by the County of this Agreement shall result in the imposition of any pecuniary liability upon the County or any charge upon its general credit or against its taxing power. The liability of the County under this Agreement or of any warranty herein included or for any breach or default by the County of any of the foregoing shall be limited solely and exclusively to the Lexington Fee Payments. The County shall not be required to execute or perform any of its duties, obligations, powers, or covenants hereunder except to the extent of the Lexington Fee Payments.

- (v) The SSRC provided herein is based on the assumption that the entire Project will be assessed at a rate of 6%. In the event that the Project or any portion thereof is assessed at a rate of 10.5%, the County agrees to provide the Company and the Developer an increased SSRC for a period of 20 years which shall be equal to the increase in lieu of tax payments as a result of the 10.5% assessment ratio so that the Company and the Developer shall be in the same economic position as if the Project were assessed at 6% and using a millage rate of 370.347. Alternatively, at the Company's option (which option the Company will exercise by giving notice in writing to the County), this Agreement shall be considered a fee in lieu of taxes agreement pursuant to Title 12, Chapter 44 of the Code between the County and the Company and the Developer, and the provisions on Exhibit B attached hereto shall be a part of this Agreement.

ARTICLE IV

CONDITIONS TO DELIVERY OF AGREEMENT; TITLE TO FACILITY

SECTION 4.01. Documents to be Provided by County. (a) Prior to or simultaneously with the execution and delivery of this Agreement, the County shall provide to the Company:

(a) A copy of the Ordinance authorizing this Agreement, duly certified by the Clerk of the County Council under its corporate seal to have been duly enacted by the County and to be in full force and effect on the date of such certification; and

(b) A copy of the Park Ordinances or Resolutions, as the case may be, duly certified by the Clerk of the County Council under its corporate seal to have been duly enacted by the County and Calhoun County, respectively, and to be in full force and effect on the date of such certification; and

(c) Such additional certificates (including appropriate no-litigation certificates and certified copies of ordinances, resolutions, or other proceedings adopted by the County), instruments or other documents as the Company may reasonably request.

SECTION 4.02. Transfers of Facility. The County hereby acknowledges that the Company and the Developer may from time to time and in accordance with applicable law, sell, transfer, lease, convey, or grant the right to occupy and use the Facility, in whole or in part, to others. No sale, lease, conveyance, or grant shall relieve the County from the County's obligations to provide Special Source Revenue Credits to the Company, or its assignee of such payments, under this Agreement as long as such assignee is qualified to receive the Special Source Revenue Credit under the Act.

SECTION 4.03 Assignment by County. The County shall not attempt to assign, transfer, or convey its obligations to provide Special Source Revenue Credits hereunder to any other Person.

ARTICLE V

SECURITY INTEREST

SECTION 5.01. Creation of Security Interest. The County hereby grants to the Company a perfected first priority lien and security interest in and to the Lexington Fee Payments for performance by the County of its obligations under this Agreement.

SECTION 5.02. Indebtedness Secured. The security interest herein granted shall secure all obligations of the County to the Company under this Agreement, and all court costs, attorneys' fees and expenses of whatever kind incident to the enforcement or collection of such obligations and the enforcement and protection of the security interest created by this Agreement. The Company is authorized to file a UCC-1 Financing Statement in order to perfect its security interest granted hereby. Notwithstanding anything herein to the contrary, this provision is not to be construed in a manner that the County would be required to pay the Company's court costs, attorney's fees and expenses in the event of litigation.

ARTICLE VI

DEFAULTS AND REMEDIES

SECTION 6.01. Events of Default. If the County or the Company, as the case may be, shall fail duly and punctually to perform any covenant, condition, agreement or provision contained in this Agreement on the part of the County or the Company, as the case may be, to be performed, which failure shall continue for a period of 30 days after written notice by the Company or the County, as the case may be, specifying the failure and requesting that it be remedied is given to the County or the Company, as the case may be, by first-class mail, the County or the Company, as the case may be, shall be in default under this Agreement (an "Event of Default"). Notwithstanding anything contained herein to the contrary, the exclusive remedy for failure to meet any investment or job creation requirement is contained in the Incentive and Inducement Agreement between the County and the Company dated May 23, 2006, which provision shall govern such failure exclusively.

SECTION 6.02. Legal Proceedings by Company. Upon the happening and continuance of any Event of Default, then and in every such case the Company in its discretion may:

- (a) by mandamus, or other suit, action, or proceeding at law or in equity, enforce all of its rights and require the County to carry out any agreements with or for its benefit and to perform its or their duties under the Act and this Agreement;
- (b) bring suit upon this Agreement;
- (c) pay only as much as is not in dispute under this Agreement;
- (d) by action or suit in equity require the County to account as if it were the trustee of an express trust for the Company;
- (e) exercise any or all rights and remedies provided by the Uniform Commercial Code in effect in the State of South Carolina, or other applicable law, as well as all other rights and remedies possessed by the Company; or
- (f) by action or suit in equity enjoin any acts or things which may be unlawful or in violation of its rights.

SECTION 6.03. Legal Proceedings by the County. Upon the happening and continuance of any Event of Default, then and in every such case the County in its discretion may:

- (a) by mandamus, or other suit, action or proceeding at law or in equity, to enforce all of the rights of the County and to require the Company to carry out any agreements with or for its benefit and to perform its or their duties under the Act and this Agreement;
- (b) bring suit upon this Agreement;

(c) to audit the books of the Company with regard to Facility expenses, or to otherwise require the Company to submit proof to the County, to verify that the Company is entitled to the credits provided under this Agreement;

(d) to exercise any and all statutory remedies to collect the fee-in-lieu payments to the extent that such remain unpaid;

(e) to require the Company to promptly pay any amounts that are not the subject of a bona fide dispute;

(f) by action or suit in equity to enjoin any acts or things which may be unlawful or in violation of the rights of the County.

SECTION 6.04. Remedies Not Exclusive. No remedy in this Agreement conferred upon or reserved to the Company is intended to be exclusive of any other remedy or remedies, and each and every such remedy shall be cumulative and shall be in addition to every other remedy given under this Agreement or now or hereafter existing at law or in equity or by statute.

SECTION 6.05. Nonwaiver. No delay or omission of the Company or the County to exercise any right or power accruing upon any default or Event of Default shall impair any such right or power or shall be construed to be a waiver of any such default or Event of Default, or an acquiescence therein; and every power and remedy given by this Article VI to the Company may be exercised from time to time and as often as may be deemed expedient.

ARTICLE VII

MISCELLANEOUS

SECTION 7.01. Successors and Assigns. All the covenants, stipulations, promises, and agreements in this Agreement contained, by or on behalf of, or for the benefit of, the County, shall bind or inure to the benefit of the successors of the County from time to time and any officer, board, commission, agency, or instrumentality to whom or to which any power or duty of the County, shall be transferred.

SECTION 7.02. Provisions of Agreement for Sole Benefit of County and Company. Except as in this Agreement otherwise specifically provided, nothing in this Agreement expressed or implied is intended or shall be construed to confer upon any Person other than the County and the Company any right, remedy, or claim under or by reason of this Agreement, this Agreement being intended to be for the sole and exclusive benefit of the County and the Company.

SECTION 7.03. Severability. In case any one or more of the provisions of this Agreement shall, for any reason, be held to be illegal or invalid, the illegality or invalidity shall not affect any other provision of this Agreement, and this Agreement and the Credits shall be construed and enforced as if the illegal or invalid provisions had not been contained herein or therein.

SECTION 7.04. No Liability for Personnel of County or Company. No covenant or agreement contained in this Agreement shall be deemed to be the covenant or agreement of any member, agent, or employee of the County or its governing body or the Company or any of its

officers, employees, or agents in his individual capacity, and neither the members of the governing body of the County nor any official executing this Agreement shall be liable personally on the Credits or the Agreement or be subject to any personal liability of accountability by reason of the issuance thereof.

SECTION 7.05. Notices. All notices, certificates, requests, or other communications under this Agreement shall be sufficiently given and shall be deemed given, unless otherwise required by this Agreement, when (i) delivered or (ii) sent by facsimile and confirmed by United States certified mail, return-receipt requested, restricted delivery, postage prepaid, addressed as follows or by mailing such notice to its Registered Agent for Service of Process at its Registered Office in South Carolina:

- (a) If to Lexington County: Lexington County, South Carolina
c/o Lexington County Administrator
212 South Lake Drive
Lexington, South Carolina 29072
- (b) If to Calhoun County: Calhoun County, South Carolina
c/o Calhoun County Administrator
Courthouse Annex, Suite 108
St. Matthews, South Carolina 29135
- (c) If to the Company: Allied Air Enterprises Inc.
c/o Lennox International Inc.
2140 Lake Park Blvd.
Richardson, TX 75080-2254
Attn: Tax Department

With a copy to: Haynsworth Sinkler Boyd, P.A.
1201 Main Street, Suite 2200
Columbia, South Carolina 29211-1889
Attention: Edward G Kluiters

A duplicate copy of each notice, certificate, request or other communication given under this Agreement to the County, or the Company shall also be given to the others. The County and the Company may, by notice given under this Section 7.05, designate any further or different addresses to which subsequent notices, certificates, requests or other communications shall be sent.

SECTION 7.06. Applicable Law The laws of the State of South Carolina shall govern the construction of this Agreement.

SECTION 7.07. Counterparts. This Agreement may be executed in any number of counterparts, each of which, when so executed and delivered, shall be an original; but such counterparts shall together constitute but one and the same instrument.

SECTION 7.08. Amendments. This Agreement may be amended only by written agreement of the parties hereto.

SECTION 7.09. Waiver. Either party may waive compliance by the other party with any term or condition of this Agreement only in a writing signed by the waiving party.

[Signature Page Follows.]

IN WITNESS WHEREOF, Lexington County, South Carolina, has caused this Agreement to be executed by the Chairman of its County Council and its corporate seal to be hereunto affixed and attested by the Clerk of its County Council and ALLIED AIR ENTERPRISES INC. has caused this Agreement to be executed by its authorized officer, all as of the day and year first above written.

LEXINGTON COUNTY,
SOUTH CAROLINA

(SEAL)

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

ATTEST:

Clerk to County Council of
Lexington County, South Carolina

ALLIED AIR ENTERPRISES INC.

By: _____
Name: _____
Title: _____

EXHIBIT A

PROPERTY DESCRIPTION

BOUNDARY DESCRIPTION – PARCEL "A"

The following property as shown on an ALTA/ACSM Land Survey prepared by Hussey, Gay, Bell & DeYoung, Inc., for Holmes Smith (CAE) LLC, Wachovia Bank, National Association, its successors and assigns, and Chicago Title Insurance Company dated April 27, 2006, last revised May 5, 2006 (the "Survey"):

ALL THAT CERTAIN PIECE, PARCEL OR TRACT OF LAND CONTAINING 13.000 ACRES/566,280 SQUARE FEET, BEING LOCATED IN LEXINGTON COUNTY, NEAR THE TOWN OF SPRINGDALE, SOUTH CAROLINA, AND BEGINNING AT A 5/8" REBAR LOCATED ALONG THE NORTHERN RIGHT-OF-WAY LINE OF METROPOLITAN DRIVE, SAID 5/8" REBAR BEING 796.74' EAST OF THE CENTERLINE INTERSECTION OF ENTERPRISE PARKWAY AND METROPOLITAN DRIVE; THENCE TURNING AND RUNNING NORTH 30°02'52" WEST ALONG THE PROPERTY LINE OF COOPERATIVE ELECTRIC ENERGY UTILITY SUPPLY, INC. FOR A DISTANCE OF 1,024.59' TO A 3/4" REBAR; THENCE TURNING AND RUNNING ALONG THE SOUTHERN RIGHT-OF-WAY LINE OF OLD BARNWELL ROAD (S.C. HWY. NO. S-32-104) FOR THE FOLLOWING COURSES AND DISTANCES: NORTH 59°57'09" EAST FOR A DISTANCE OF 105.62' TO A 3/4" REBAR; THENCE ALONG THE ARC OF A CURVE FOR A DISTANCE OF 425.05', SAID ARC OR CURVE HAVING A RADIUS OF 921.93', THE CHORD OF SAID ARC OR CURVE RUNNING NORTH 73°09'39" EAST FOR A DISTANCE OF 421.30' TO A 3/4" REBAR; THENCE NORTH 86°22'09" EAST FOR A DISTANCE OF 141.83' TO A 3/4" REBAR; THENCE TURNING AND RUNNING SOUTH 17°16'42" EAST ALONG THE PROPERTY LINE OF PARCEL "B" FOR A DISTANCE OF 969.07' TO A 3/4" REBAR; THENCE TURNING AND RUNNING ALONG THE NORTHERN RIGHT-OF-WAY LINE OF METROPOLITAN DRIVE FOR THE FOLLOWING COURSES AND DISTANCES: SOUTH 63°06'18" WEST FOR A DISTANCE OF 6.74' TO A 5/8" REBAR; THENCE ALONG THE ARC OF A CURVE FOR A DISTANCE OF 318.74', SAID ARC OR CURVE HAVING A RADIUS OF 1,520.00', THE CHORD OF SAID ARC OR CURVE RUNNING SOUTH 69°05'45" WEST 318.16' TO A 5/8" REBAR; THENCE SOUTH 74°59'22" WEST FOR A DISTANCE OF 111.58' TO THE POINT OF BEGINNING.

TMS:

Derivation:

EXHIBIT B

FEE IN LIEU OF TAXES TERMS AND CONDITIONS

Term:	20 Years
Assessment Ratio:	6%
Millage Rate:	Millage Rate as of June 30, 2006, which the parties understand is 370.347 mills.
Disposal of fee property:	Allowed to the fullest extent allowed by law.
Replacement of fee property:	Allowed to the fullest extent allowed by law.
Infrastructure Credits:	\$100,000 as described in Section 3.02 of Agreement to which this Exhibit is attached.
Minimum Investment:	Minimum required by statute

The Company has the option to terminate the Fee Agreement at any time with respect to all or a portion of the Project.

10/4/06 - WTP

REVISED 10- YEAR CAPITAL IMPROVEMENTS PLAN
(from 06/13/06 memo from Guy Schmoltze)

SEWER (Estimated Costs)

1. Capacity (3 MGD) acquisition @ Cayce Plant	:	\$10,000,000.00
2. Upgrade Old Barnwell Lift Station	:	\$ 250,000.00
3. Muddy Springs Rd. Force Main	:	\$ 500,000.00
4. Industrial Drive/Corridor Sewer Improvements	:	\$ 1,500,000.00
5. Congaree Creek Area Sewer Improvements	:	\$ 6,000,000.00
<hr/>		
Total	:	\$18,250,000.00

WATER (Estimated Costs)

1. Capacity (4.5 MGD) acquisition @ W.Cola. Plant:	:	\$ 9,000,000.00
2. Boiling Springs Rd. Water Main Extension	:	\$ 1,500,000.00
3. Hwy. 302 Water Main Extension	:	\$ 1,500,000.00
4. Regional Transmission Main (from plant to Hwy. 1):	:	\$ 6,000,000.00
5. Additional Storage Facilities	:	\$ 4,200,000.00
6. Old Charleston/Bushberry Water Main Extension:	:	\$ 4,000,000.00
7. Lake Murray Area Water Projects (Miscellaneous):	:	\$ 1,000,000.00
<hr/>		
Total	:	\$27,200,000.00

FINANCING PLAN

- Funds from a combination of revenue bonds, capital facility charges (tap fees), and developer constructed/financed improvements.

JUSTIFICATION FOR 208 PLAN AMENDMENT REQUEST

- To provide for effective, efficient regional planning for system development.

Lexington County Solid Waste Management

Joe G. Mergo, III, Director

498 Landfill Lane

Lexington, SC 29073-7831

phone 803-755-3325

fax 803-755-3833

October 4, 2006

To: Katherine Doucett, County Administrator

Fr: Joe Mergo, III, Director - SWM

Re: Red Bank Collection Station

As you know, during fiscal year 2004-05, County Council, at my request, allocated funds for the relocation of the Red Bank Collection Station. During the successive fiscal years, those funds have been carried over pending completion of the project. Relocation of this station is necessary because the current station volume of waste and vehicles has outgrown the safe limits of the station, and because the existing station is "land-locked" on all sides allowing no room for expansion

The Red Bank Collection Station is located at 1633 South Lake Drive (Lexington SC 29073) approximately ½ mile north of the intersection with Platt Springs Road. In recent years, the area around the station has seen tremendous residential growth, resulting in a large amount of use by the citizens of the area. Complaints about high volumes of vehicular traffic in the immediate area recently led the South Carolina Department of Transportation to install flashing warning lights to the south and north of the station to alert motorists of the potential dangers in the area.

With the continued residential growth in that area, commercial growth has followed and the area within a one-mile radius of the station has seen new business ranging from fast food restaurants to auto parts stores to discount retail stores to the area post office. Traffic generated by this new business coupled with the traffic created by the nearby White Knoll High School and the high traffic from the station often times results in traffic jams surpassing those found in the rush-hour commuter lanes on local interstates. This situation will only get worse as additional business moves into the area. Recently, signs were put up less than a quarter of a mile away from the station (between the station and Platt Springs Road) indicating that a new Wal-mart Superstore and a Lowe's Home Store are coming soon. This continued growth will only compound the traffic situation and likely create more delays and greater chance of injury and/or property damage from vehicle accidents.

The tremendous growth, both commercial and residential, has also served to dramatically increase the cost of property in the area around the station. Most available property carries a price tag that far exceeds the allocated funds for station relocation. In addition, even without the issue of the high costs, most available property is not suitable for

construction of a collection station because it is so closely surrounded by residential developments.

As I see it, the options available to us at this time are very limited. The first is to continue to search for property whose use is suited for operation of a Solid Waste Collection Station and purchase that property at whatever cost is necessary. If this option is chosen, there is the possibility that sale of the existing station property may provide revenue to offset some of the costs to purchase new property. It is important to note that the current station sits on approximately 1.15 acres while a new station would require at least 2 acres of land. It is not likely that, in this area, sale of the 1.15 acres would net enough to fully pay for a 2-acre site.

A second option would be to simply close the Red Bank station and transfer the equipment and resources from that station to an enlarged Edmund Collection Station. The Edmund Station is located on the landfill property where there is considerable acreage available for expansion of the station. The funds set aside for relocation of the Red Bank Station should adequately fund expansion of the Edmund Station. The Edmund station is approximately 6 miles from the current Red Bank Station.

At this time, I respectfully request that this issue be placed on the Solid Waste Committee meeting agenda as soon as possible so that these issues and possible solutions can be discussed. Whether relocating the station to another site in the immediate area or merging the station with the current Edmund Station, the process from start to finish could take as much as a year or more. It is, I believe, important that we move quickly towards formulating our plan(s) so that we can implement them before the situation becomes untenable.

Thank you for your prompt attention to this matter. If you have any questions or desire any additional information from me in this regard, please let me know.

xc: Charles Garren, C & F Coordinator
File



August 24, 2006



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

Dear Katherine:

Central Midlands was recently contacted by the SCDOT Planning Office regarding three highway improvement projects in Lexington County. All three projects have Federal funding commitments in the form of Congressional "earmarks". The projects are Lexington Connector (1), Lexington Connector (2) and Lexington County/Widen and U.S. 1 and SC 6 and Improve US 378.

SCDOT is currently updating the State Transportation Improvement Program (STIP). Projects that are added to the STIP must be fully funded. Typically, federally funded highway projects require a 20% local matching contribution. SCDOT generally provides the 20% local match for projects funded through the Columbia Area Transportation Study (COATS) planning process. In the case of projects funded by Federal earmarks, the process is different. While SCDOT may provide matching funds for earmarks that SCDOT requested, they are asking County and City governments to provide the matching for earmarks that those local governments requested.

The matching requirements for the three Lexington County projects break down as follows:

Project and Stated Purpose	Congressional Earmark	20% Match	Total
Lexington Connector (1): Alleviate traffic Congestion	\$2,000,000	\$500,000	\$2,500,000
Lexington Connector (2): Alleviate Traffic Congestion Along Three Major Thoroughfares	\$1,000,000	\$250,000	\$1,250,000
Lexington County: Widen US 1 and SC 6 and Improve US 378	\$1,600,000	\$400,000	\$2,000,000
TOTAL COST:	\$4,600,000	\$1,150,000	\$5,750,000

One way to meet the matching requirement is, obviously, to appropriate the matching funds in the County budget. We recognize that this would be difficult. Another alternative is to ask the general assembly to provide funding. In their last session, the General Assembly appropriated funding for Hardscrabble Road, the Shop Road Extension, and Harden Street in Richland County.

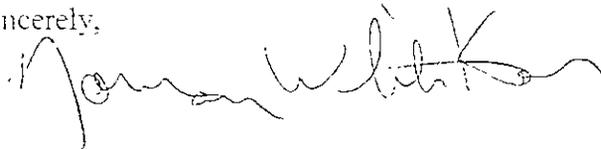
Ms. Katherine Doucett
Lexington County Administrator
August 24, 2006
Page two

SCDOT will use those appropriations to match current earmarks or future federal commitments for these projects. Finally, I suggest you discuss with SCDOT the possibility of other, "in-kind" matching options, such as donation of right of way

Our staff will be glad to assist in any way we can. We are also providing the Town of Lexington this same information.

If Lexington County or the Town of Lexington can identify any local source of matching funds for these projects, this would expedite moving the projects into the STIP. If you have matching funds identified for any of the projects, please let me know, or you can contact Mark Pleasant, Planning Chief at SCDOT, directly at 737-1444.

Sincerely,

A handwritten signature in black ink, appearing to read "Norman Whitaker". The signature is fluid and cursive, with a large initial "N" and a long, sweeping underline.

Norman Whitaker, AICP
Executive Director

NW/haa

cc: Todd Cullum, Chairman, Lexington County Council
Mark Pleasant, SCDOT
Reginald Simmons, Transportation Director, CMCOG

APPOINTMENTS - BOARDS & COMMISSIONS

October 10, 2006

JIM KINARD

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

BILLY DERRICK

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

SMOKEY DAVIS

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

DEBBIE SUMMERS

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

BOBBY KEISLER

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

JOHNNY JEFFCOAT

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

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

JOHN CARRIGG

Accommodations Tax Advisory Board:

- Kathy Rabune - Term expires 12/31/06 - Eligible for reappointment

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

- William Teague - Term expires 12/31/06 - Eligible for reappointment

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

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

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

JOE OWENS

Accommodations Tax Advisory Board:

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

TODD CULLUM

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

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

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

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

BUILDING CODE BOARD OF APPEALS

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

LEXINGTON/RICHLAND ALCOHOL & DRUG ABUSE COUNCIL

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

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



LRADAC

The Behavioral Health Center of The Midlands

October 2, 2006

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

Dear Ms. Burnett:

Mr. Buddy Wilson has served on LRADAC's Board of Directors since 2001. He has been an invaluable member with vast knowledge of the alcohol and drug abuse community.

Mr. Wilson has served on various committees and has been the Chair of our Finance Committee for the past three years. He has been a loyal member and his reappointment would benefit our Board and the citizens of Lexington County. We respectfully request that you reappoint Mr. Wilson to our board for another term.

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

Sincerely,

Deborah A. Francis
President/COO



LEXINGTON RICHLAND
ALCOHOL & DRUG ABUSE COUNCIL
PO BOX 50597
COLUMBIA, SC 29250

RICHLAND
PHONE 803 256 3100
FAX 803 252 9264

LEXINGTON
803 733 1376
803 733 1377

ADMINISTRATIVE OFFICES
-803 733 1390
803 733 1395

PREVENTION RESOURCE CENTER
MIDLANDS 803 540 7680
STATEWIDE 800 701 1073

LRADAC.ORG

COUNTY OF LEXINGTON

Procurement Services

MEMORANDUM

(O) 785-8319

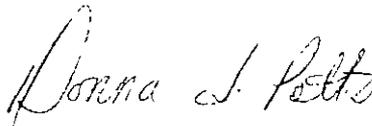
(F) 785-2240

DATE: September 29, 2006

TO: Katherine Doucett
County Administrator

THROUGH: Sheila R. Fulmer, CPPB
Procurement Manager

FROM: Donna J. Potts, CPPB
Procurement Officer



SUBJECT: Secure Socket Layer Appliance – Information Services

We have received a purchase request for Secure Socket Layer Appliance with installation for Information Services. The appliance will be purchased directly from the manufacturer (Dell) through the South Carolina State Contract #05-S6656-A11104.

The appliance is needed as a partial replacement and augmentation of the existing Firewall Virtual Private Network (VPN) connections for users of individual PC's and laptops that need remote access to County network resources and applications. This appliance will provide up to fifty (50) secure connections at any specific time (concurrent connections). The CIO Security Assessment Team endorsed the acquisition of this appliance device as a security enhancement for supporting remote VPN connections (see attached memorandum from Jim Schafer).

The total cost including installation and applicable sales tax is \$13,749.76

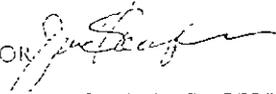
Funds are appropriated in the following account:

1000-102100-5A7031 – Secure Socket Layer Application - \$13,749.76

I concur with the above recommendation and further recommend that this purchase be placed on County Council's agenda for their next scheduled meeting on October 10, 2006.

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

MEMORANDUM

DATE: 9/29/2006
TO: SHEILA FULMER, PROCUREMENT MANAGER
FROM: JIM SCHAFER, INFORMATION SERVICES DIRECTOR 
RE: SECURE SOCKET LAYER (SSL) VIRTUAL PRIVATE NETWORK (VPN) APPLIANCE

The SSL VPN appliance is needed as a partial replacement and augmentation of the existing Firewall VPN connections for users of individual PC's and laptops that need remote access to county network resources and applications ¹. It will provide up to 50 secure connections at any specific time (concurrent connections). Key benefits include:

- The appliance increases the productivity of employees outside our physical network by allowing secure, limited access to resources inside the network.
- The appliance increases the productivity of IS employees by eliminating the need for them to install special software on PC's or laptops to give other employees VPN remote access.
- The appliance increases security by:
 - only allowing remote access to designated network resources and applications on a custom, user-by-user basis; and
 - screening devices for proper virus protection, active directory status and other checks prior to allowing a connection.

Activities that will benefit from the SSL VPN appliance:

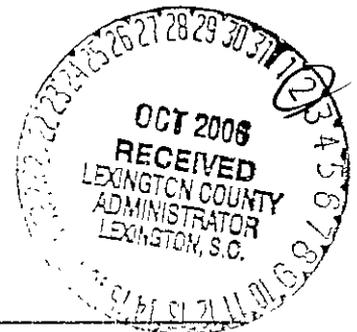
- EMS field reporting system from individual laptops in the field
- Fire Services Firehouse software system
- Sheriff's Department field reporting system from individual laptops in the field
- Third-Party software support contractors that conduct business with the County of Lexington (such as ACS for Banner Finance and HR)
- Solicitor Case Management connections from remote locations (i.e. other circuit offices).
- Finance Online Pay Vouchers (future)

We are requesting purchase of an "f5 FirePass 1220" appliance through Dell under state contract at a cost of \$13,749.76, installed. Due to the efficiency and security benefits to be derived from the installation and use of the SSL VPN appliance, approval to proceed with the purchase immediately after approval is requested. The CIO Security Assessment Team endorsed the acquisition of an SSL VPN device as a security enhancement for supporting remote VPN connections.

¹ The number of VPN's supported on the Firewall is approaching an unsupportable amount. Firewall to Firewall VPN connections of remote offices will continue to be made with the existing Firewall VPN system.

COUNTY OF LEXINGTON

Procurement Services



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

DATE: September 29, 2006

TO: Katherine Doucett
County Administrator

THROUGH: Sheila R. Fulmer, CPPB
Procurement Manager

FROM: Donna J. Potts, CPPB
Procurement Officer

SUBJECT: Router / Firewall System - Library Services

We have received a purchase request for one (1) Router/Firewall System for Library Services. The State is replacing their present network for Internet access. The new router is faster and more efficient to provide the necessary access to the Internet for the library using the State's new network. The router/firewall system is being purchased with State Aid Funds. The equipment will be purchased directly from the manufacturer (Data Network Solutions) through the South Carolina State Contract #05-S6850-A11536.

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

The cost of the router/firewall system is \$7,950.00 including applicable sales tax.

Funds are appropriated in the following accounts:

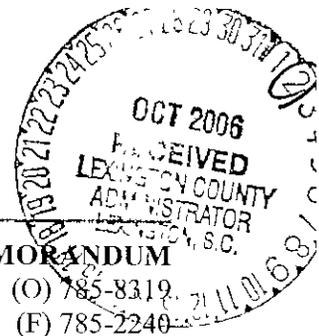
2330-230099-5A7190 - Library State Funds - (1) Router - Internet	\$6,890.00
2330-230099-520702 - Library State Funds - Technical Currency & Support	\$1,060.00

I concur with the above recommendation and further recommend that this purchase be placed on County Council's agenda for their next scheduled meeting on October 10, 2006.

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

COUNTY OF LEXINGTON

Procurement Services



DATE: September 29, 2006

TO: Katherine Doucett
County Administrator

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

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

SUBJECT: Association of Public Safety Communication Officials (APCO) Software and Interface - PS/Communications - Sole Source

We have received a purchase request for Association of Public Safety Communication Officials (APCO) software and interface development project for Public Safety/Communications. The software is being purchased to add CAD and mapping licenses to ten (10) 911-console stations in Public Safety/Communications. The Association of Public Safety Communication Officials (APCO) software will utilize current and changing medical protocols. This purchase will replace the National Academy of Emergency Medical Dispatch (NAEMD) already in place in the Communications Center. This new software will save the County both time and money, due to the fact that software modifications and training can be performed in-house.

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

The APCO software had been deemed a sole source from APCO Institute, as this is the only vendor that will allow the County to perform in-house modifications. The technical services for interfacing the software will be performed by Emergency Service Integrators (ESI) Acquisitions, Incorporated through County contract number P99010-06/09/99H.

The cost of the APCO software is \$21,275.00, cost of the interface development is \$8,938.00 for a total project cost of \$30,213.00 including, testing, onsite support, installation and applicable sales tax.

Funds are appropriated in the following accounts:

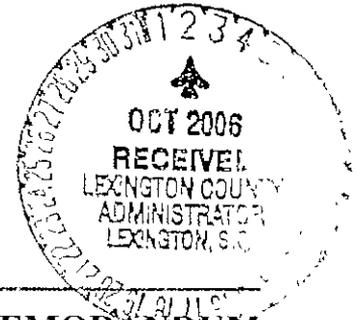
2605-131300-5A7389 – PS Emergency Telephone System E-911 APCO Meds Software	\$21,275.00
2605-131300-520702 – PS Emergency Telephone System E-911 Technical Currency & Support	\$ 8,938.00

I concur with the above recommendation and further recommend that this purchase be placed on County Council's agenda for their next scheduled meeting on October 10, 2006.

copy: Larry Porth, Director of Finance/Assistant County Administrator
Bruce Rucker, Assistant Sheriff/Director of Public Safety & Homeland Security
Nikki Rodgers, Public Safety/Communications Coordinator
Cari Reinberg, Public Safety/Communications, 911 Training Coordinator

COUNTY OF LEXINGTON

Procurement Services



MEMORANDUM

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

DATE: September 29, 2006

TO: Katherine Doucett
County Administrator

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

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

SUBJECT: **Rock Well, Storage Tank and Appurtenances for Future Site of Cedar Grove Fire Station - Public Safety Fire Service**
BID NO. B07009-09/12/06P

Invitations for bids were advertised and solicited from qualified contractors for a Rock Well, Storage Tank and Appurtenances for the future site of Cedar Grove Fire Station for Public Safety Fire Service. The project includes the Rock Well, Storage Tank and Appurtenance for an estimated depth of two hundred feet. This project will need to be completed to see if water is available on this property before Fire Service can proceed with the acquisition of property to build the Cedar Grove Fire Station. We received bids from two (2) contractors (see attached bid tab).

Bids were evaluated by Russell Rawl, Fire Service Coordinator and Donna J. Potts, Procurement Officer. It is our recommendation to award this contract to E.L. Frick and Sons as being the lowest responsive bidder. The total bid for the project is \$6,230.00.

Funds are appropriated in account:

4504-131500-5A5665 – DSS & Fire Station Construction Fund – Cedar Grove Well \$6,230.00

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 October 10, 2006.

Attachment

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

COUNTY OF LEXINGTON

BID TABULATION SHEET

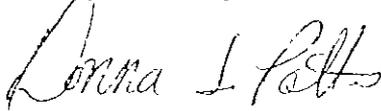
BID: B07009-09/12/06P

DATE: September 29, 2006

ROCK WELL, STORAGE TANK AND APPURTENANCES FOR FUTURE SITE CEDAR GROVE FIRE STATION

BIDDER	TOTAL BID
E.L. Frick & Sons	\$6,230.00
Sox Well & Pump Company, Inc.	\$7,445.00

Bids Opened: September 12, 2006 @ 3:00 p.m.



Donna J. Potts, CPPB
Procurement Officer

MEMORANDUM

October 03, 2006

TO: County Council
FROM: Diana Burnett
RE: November & December 2006 Schedule

As the holidays are fast approaching, Council may want to review the scheduled meeting dates for the months of November and December. At present Council is scheduled to meet November 14 and 28 and December 12 and 26. However, the County is closed on December 26.

If Council wishes to make revisions to the November and December meeting schedule, it would be helpful to make a decision as soon as possible so that staff can plan accordingly. Of course, the Chairman can always call a special meeting if needed.

Thank you.

November 2006

Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
			1	2	3	4
5	6	7	8	9	10 Veterans Day	11
12	13	14 Council mtg	15	16	17	18
19	20	21	22	23 Thanksgiving Holiday	24 Thanksgiving Holiday	25
26	27	28 Council mtg	29	30		

December 2006

Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
					1	2
3	4	5	6	7	8	9
10	11	12 Council Mtg.	13	14	15	16
17	18	19	20	21	22	23
24	25 Christmas Holiday	26 Council Mtg. Christmas Holiday	27	28	29	30
31						

COMMITTEE REPORT

RE: Amendment to Ordinance 06-04 - Authorizing the Acceptance of the Transfer of Authority for Conducting Municipal Elections in Municipalities within the County of Lexington to the Lexington County Voter Registration and Election Commission

DATE: September 27, 2006

COMMITTEE: Planning and Administration

MAJORITY REPORT: Yes

The Planning and Administration Committee met on Tuesday, September 26, 2006 to consider an amendment to Ordinance 06-04 - Authorizing the Acceptance of the Transfer of Authority for Conducting Municipal Elections in Municipalities within the County of Lexington to the Lexington County Voter Registration and Election Commission.

Mr. Jeff Anderson, County Attorney, spoke on behalf of Lexington County Registration and Elections to answer any questions that the Committee had about the amendment. Mr. Anderson said the amendment is a minor change that the City of Cayce requested that would allow them the ability to keep their Municipal Election Commission intact in case they ever need them.

The Planning and Administration Committee voted unanimously to recommend that Council approve Ordinance 06-04 as amended.

LEXINGTON COUNTY
REGISTRATION AND ELECTIONS COMMISSION

COMMISSIONERS

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



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

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

September 20, 2006

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

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

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

Submitted

Dean C. Crepes

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

COUNTY OF LEXINGTON, SOUTH CAROLINA

Ordinance - 06-04

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

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

Section 1—Finding

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

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

Section 2—Acceptance of authority for conducting municipal elections

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

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

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

Section 3—Reimbursement of election costs

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

Section 4—Effective Date

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

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

Section 5—Repeal of Inconsistent Ordinances

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

 Chairman, Lexington County Council

Attest:

 Diana Burnett, Clerk

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

COMMITTEE REPORT

RE: "No Through Trucks" Signage Policy

DATE: September 27, 2006

COMMITTEE: Public Works

MAJORITY REPORT: Yes

The Public Works Committee met on Tuesday, September 26, 2006 to consider a recommendation from John Fechtel, Director of Public Works, for a "No Through Trucks" Signage Policy.

Mr. Fechtel presented the following suggestions made by staff on a basic policy for County Council to consider for placing or requesting signage on County or SCDOT maintained roads.

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

The Committee unanimously voted to amend the proposed "No Through Trucks" Signage Policy to add additional verbiage to Item #5 and to add Item #6. Item #5 - "notify the council member for the district of the road to be posted" and Item #6 - "that a vote will have to be made by full Council to post road."

The Committee voted unanimously to recommend that full Council approve the amended "No Through Trucks" Signage Policy.

ORDINANCE

AN ORDINANCE AUTHORIZING PURSUANT TO CHAPTER 44 OF TITLE 12, SOUTH CAROLINA CODE OF LAWS, 1976, AS AMENDED, THE EXECUTION AND DELIVERY OF A FEE AGREEMENT AND AMENDMENTS TO EXISTING FEE AGREEMENTS BETWEEN LEXINGTON COUNTY, SOUTH CAROLINA AND SCANA SERVICES, INC.; AND MATTERS RELATING THERETO.

WHEREAS, Lexington County (the "County"), a public body corporate and politic under the laws of the State of South Carolina has, by an Inducement Resolution adopted on August 22, 2006 (the "Resolution"), taken official action to identify the project (as defined below) (referring to the Project as Project First Park) for purposes of applicable fee-in-lieu of taxes statutes and otherwise;

WHEREAS, the County desires to enter into a fee agreement (the "Fee Agreement") with SCANA Services, Inc. (the "Company"), which shall provide for payments of fees-in-lieu of taxes for a project qualifying under the provisions of Title 12, Chapter 44 of the Code of Laws of South Carolina 1976, as amended (the "Act");

WHEREAS, South Carolina Electric & Gas Company, an affiliate of the Company ("SCE&G"), and the County have previously entered into fee-in-lieu-of-property-tax agreements ("Existing Fee Agreements") which SCE&G and the County now desire to amend;

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

WHEREAS, Lexington County Council (the "County Council") shall cause to be prepared and presented to the County Council the Fee Agreement and amendments to the Existing Fee Agreements ("Amendments to the Existing Fee Agreements"), which the County shall execute and deliver;

WHEREAS, as further inducement to the Company, the County will utilize an existing Multi-County Industrial Park which will include the site of the Project (the "MCIP") under the provisions of Article VIII, Section 13 of the Constitution of the State of South Carolina

of 1895, as amended (the "State Constitution"), and Section 4-1-170 of the Code of Laws of South Carolina, 1976, as amended (collectively, the "MCIP Law");

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

WHEREAS, the Company and SCE&G have requested the County to use a portion of the above aforementioned payments for the purpose of defraying the costs of designing, acquiring, constructing, improving or expanding the infrastructure serving the Project and the projects under the Existing Fee Agreements as permitted by the Infrastructure Law (the "Infrastructure");

WHEREAS, the County Council, having found that the Infrastructure will serve the County and, as a direct result of the acquisition thereof, assist the County in its economic development efforts by inducing the Company to locate its facility in the County, proposes to provide an annual special source revenue credit (as provided for in the Inducement Resolution and which will be specifically defined in the Fee Agreement and the Amendments to the Existing Fee Agreements) against payments of fees-in-lieu of taxes to be made concerning the Project and the projects under the Existing Fee Agreements pursuant to the Infrastructure Law, the Act and/or the MCIP Law; and

WHEREAS, it appears that the documents above referred to are appropriate instruments to be executed and delivered or approved by the County for the purposes intended;

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

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

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

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

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

(d) It is anticipated that the cost of planning, designing, acquiring, constructing and completing the Project and the projects under the Existing Fee Agreements will require

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

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

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

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

Section 2. In order to promote industry, develop trade and utilize the manpower, agricultural products and natural resources of the State, the form, terms and provisions of the Fee Agreement and the Amendments to the Existing Fee Agreements which shall be executed and filed with the Clerk to County Council which comply with the terms of the aforementioned Inducement Resolution are hereby approved and all of the terms, provisions and conditions thereof are hereby incorporated herein by reference as if the Fee Agreement and the Amendments to the Existing Fee Agreements were set out in this Ordinance in their entirety. The Chair of County Council and the Clerk to County Council be and they are hereby authorized, empowered and directed to execute, acknowledge and deliver the Fee Agreement to the Company and the Amendments to the Existing Fee Agreements to the Company.

Section 3. The Chair of County Council and the Clerk to County Council, for and on behalf of the County, are hereby each authorized and directed to do any and all things necessary to effect the execution and delivery of the Fee Agreement and the Amendments to the Existing Fee Agreements in a form substantially identical to the terms contemplated herein and the performance of all obligations of the County under and pursuant to the Fee Agreement and the Amendments to the Existing Fee Agreements.

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

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

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

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

DONE, RATIFIED AND ADOPTED this _____ day of _____, 2006.

LEXINGTON COUNTY, SOUTH CAROLINA

M. Todd Cullum
Chair of Lexington County Council

ATTEST

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

First Reading: _____
Second Reading: _____
Public Hearing: _____
Thrd Reading: _____

FEE AGREEMENT

BETWEEN LEXINGTON COUNTY, SOUTH CAROLINA

AND

SCANA SERVICES, INC.

DATED AS OF

_____, 2006

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EXHIBIT A. Description of Land

FEE AGREEMENT

THIS FEE AGREEMENT ("Fee Agreement") is made and entered into as of _____, 2006, by and between **LEXINGTON COUNTY, SOUTH CAROLINA** (the "County"), a body politic and corporate and a political subdivision of the State of South Carolina, acting by and through its County Council (the "County Council") as governing body of the County, and **SCANA SERVICES, INC.** ("the Company").

WITNESSETH:

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

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

WHEREAS, pursuant to an Inducement Resolution dated August 22, 2006 (the "Inducement Resolution") the County committed to enter into a fee agreement with the Company which shall provide for payments of fees-in-lieu of taxes for a project qualifying under the Act using an assessment ratio of 6%, a fixed millage rate of 295.87 for 20 years, and to take such action as is required to place the Project in a multi-county industrial park; and, the County committed to grant the Company an annual special source revenue credit of 25% for the entire term the Project is subject to the Fee Agreement, provided the Company invests \$70 million in the Project; and

WHEREAS, pursuant to an Ordinance adopted on _____, 2006 (the "Ordinance"), as an inducement to the Company to develop the Project, the County Council authorized the County to enter into a Fee Agreement and to include the property comprising the Project in a Multi-County Industrial Park subject to the terms and conditions hereof.

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

ARTICLE I

RECAPITULATION AND DEFINITIONS

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

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

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

SECTION 1.3. *Definitions.*

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

"Annual Special Source Revenue Credit" means an annual credit for the full term that Payments-in-Lieu of Taxes are made under this Fee Agreement in an amount equal to twenty-five (25%) percent of the annual Payments-in-Lieu of Taxes relating to the Project, beginning with respect to the property tax year in which the Project property is first subject to Payments-in-Lieu of Taxes and ending twenty (20) years after the final Stage of the Project is first subject to Payments-in-Lieu of Taxes.

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

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

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

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

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

“**Company**” means SCANA Services, Inc.

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

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

“**Distribution Agreement**” means Agreement Concerning Distribution of Fee-in-Lieu of Taxes for the Company between the County and the City dated _____, 2006.

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

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

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

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

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

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

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

“**Inducement Resolution**” shall mean the Resolution of the County Council adopted on August 22, 2006, committing the County to enter into the Fee Agreement.

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

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

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

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

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

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

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

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

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

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

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

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

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

ARTICLE II

LIMITATION OF LIABILITY; INDUCEMENT

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

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

ARTICLE III

REPRESENTATIONS, WARRANTIES AND COVENANTS

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

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

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

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

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

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

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

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

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

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

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

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

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

(a) The Company is a corporation duly organized and validly existing under the laws of the State of South Carolina. The Company has full corporate power to execute the Documents to which it is a party and to fulfill its obligations described in the Documents and, by proper corporate action, has authorized the execution and delivery of the Documents to which it is a party.

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

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

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

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

(f) The cost of the Project will exceed seventy million (\$70,000,000) dollars.

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

ARTICLE IV

COMMENCEMENT AND COMPLETION OF THE PROJECT

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

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

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

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

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

ARTICLE V

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

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

(a) The Company has agreed to make annual Payments-in-Lieu-of-Taxes with respect to the Project in an amount equal to the property taxes that would be due with respect to such property, if it were taxable, but using an assessment ratio of 6.0% and a millage rate of 295.87.

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

- (i) for real property, using the original income tax basis for South Carolina income tax purposes without regard to depreciation; provided, however, if real property is constructed for the fee or is purchased in an arm's length transaction, fair market value equals the original income tax basis; otherwise, the DOR will determine fair market value by appraisal; and
- (ii) for personal property, using the original income tax basis for South Carolina income tax purposes less depreciation allowable for property tax

purposes, except that the Company is not entitled to extraordinary obsolescence.

(b) The Payments-in-Lieu-of-Taxes must be made on the basis that the Project property, if it were otherwise subject to ad valorem property taxes, would be allowed all applicable exemptions from those taxes, except for the exemptions allowed under Section 3(g) of Article X of the South Carolina Constitution and Section 12-37-220(B)(32) and (34) of the Code of Laws of South Carolina, as amended.

(c) The Company shall make Payments-in-Lieu-of-Taxes for each year during the term hereof beginning with the tax year following the year property is first placed in service. The Payments-in-Lieu-of-Taxes shall be made to the County Treasurer on the due dates which would otherwise be applicable for ad valorem property taxes for the Project, with the first payment being due on the first date following the delivery of this Fee Agreement when, but for this Fee Agreement, such taxes would have been paid with respect to the Project. The County hereby further agrees that beginning with the first year the Company makes a Payment-in-Lieu of Taxes and each year thereafter for the full term that Payments-in-Lieu of Taxes are made, the Company shall automatically be entitled to receive and take a credit against such Payments-in-Lieu of Taxes in an amount equal to the Annual Special Source Revenue Credit of twenty-five (25%) percent of the Payments-in-Lieu of Taxes. Notwithstanding, in the event the Company disposes of property pursuant to Section 5.2 (without replacement) and such disposal reduces the Company's gross investment (original income tax basis without depreciation) below seventy million (\$70,000,000) dollars, then the Project shall not be entitled to the Annual Special Source Revenue Credit until the Company's gross investment is reinstated to no less than seventy million (\$70,000,000) dollars.

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

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

(a) In any instance where the Company in its sole discretion determines that any item or items of property included in the Project have become, in whole or in part, inadequate, obsolete,

worn out, unsuitable, undesirable or unnecessary, the Company may remove such item (or such portion thereof as the Company shall determine) or items and sell, trade in, exchange or otherwise dispose of it or them (as a whole or in part) without any responsibility or accountability to the County therefor. The loss or removal from the Project of any property, or any portion thereof, as a result of fire or other casualty or by virtue of the exercise or threat of the power of condemnation or eminent domain shall be deemed to be a disposal of such property, or portion thereof, pursuant to this Section 5.2. Subject to the provisions of Section 5.1(d) and this Section 5.2 with respect to Replacement Property, the Payments-in-Lieu-of-Taxes required by Section 5 hereof shall be reduced by the amount thereof applicable to any property included in the Project, or part thereof, disposed of, or deemed disposed of, pursuant to this Section 5.2. In the event that such disposal (without replacement) reduces the Company's gross investment below five (\$5,000,000) million dollars, then the Project shall revert to ad valorem taxation and this agreement shall terminate pursuant to Section 12-44-140 of the Act.

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

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

SECTION 5.4. *Minimum Investment.* If the Company has not invested at least \$5 million in the Project during the Investment Period, subject to any extensions granted under Section 3.2(b), then the Project shall revert retroactively to ad valorem taxation as required under Section 12-44-140 of the Act and the Company shall, within 180 days of the end of the Investment Period, make payment to the County of the difference between the Payments-in-Lieu-of-Taxes actually made and the total retroactive amount referred to in this Section.

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

ARTICLE VI

PROPERTY TAX EXEMPTION AND ABATEMENT

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

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

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

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

ARTICLE VII

EFFECTIVE DATE

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

ARTICLE VIII

SPECIAL COVENANTS

SECTION 8.1. *Confidentiality.* The County acknowledges and understands that the Company may have and maintain at the project certain confidential and proprietary information. The County agrees that, except as required by law, neither the County nor any employee, agent or contractor of the County: (i) shall request or be entitled to receive any such confidential or proprietary information; (ii) shall request or be entitled to inspect the Project or any property associated therewith; provided, however, and without limiting the County's rights to inspect the Project as may otherwise be necessary to carry out its duties under law, that if an Event of Default shall have occurred and be continuing hereunder, the County shall be entitled to inspect the Project provided they shall comply with the remaining provisions of this Section; or (iii) shall disclose or otherwise divulge any such confidential or proprietary information to which it may become privy to any other person, firm, governmental body or agency, or any other entity unless specifically required to do so by State law. Prior to disclosing any confidential or proprietary information or allowing inspections of the Project or any property associated therewith, the Company may require the execution, to the extent permitted by law, of reasonable, individual,

confidentiality and non-disclosure agreements by any officers, employees or agents of the County or any supporting or cooperating governmental agencies who would gather, receive or review such information or conduct or review the results of any inspections. In the event that the County is required to disclose any confidential or proprietary information obtained from the Company to any third party, the County agrees to provide the Company with maximum possible advance notice of such requirement before making such disclosure, and to cooperate with any attempts by the Company to obtain judicial or other relief from such disclosure requirement.

SECTION 8.2. *Indemnification Covenants*

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

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

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

SECTION 8.3. *Assignment and Leasing.* The County agrees to consent, to the maximum extent allowed by the Act, for any purpose including, but not limited to obtaining financing, to: (a) any sale, transfer, disposition or assignment of the Fee Agreement, whether in whole or in part, by the Company or any transferee or assignee (whether or not related to or affiliated with the Company); (b) the transfer or assignment of security or other interests in any or all of the Company's interests in the property subject to the Fee Agreement; or (c) the sublease of any property subject to the Fee Agreement. The County further agrees that, if future County consent is required by the Act, the County Council can provide any such consent by a resolution of County Council. The County Administrator and the Clerk to County Council are hereby expressly individually and jointly authorized and directed to evidence the County's consent by timely executing such documents as the Company may reasonably request. Further, for the purposes of this Fee Agreement and as noted in Article 5 herein, a transaction or an event

of sale, assignment, leasing, transfer of an interest herein, disposal, or replacement of all or part of the Project shall not be a termination of the Fee Agreement in whole or in part or a basis for changing the fee payments due under Section 12-44-50 of the Act.

ARTICLE IX

EVENT OF DEFAULT AND REMEDIES

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

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

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

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

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

SECTION 9.3. *No Additional Waiver Implied by One Waiver.* In the event any warranty, covenant or agreement contained in this Fee Agreement should be breached by the

Company or the County and thereafter waived by the other party to this Fee Agreement, such waiver shall be limited to the particular breach so waived and shall not be deemed to waive any other breach.

ARTICLE X

OPTION OF THE COMPANY

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

ARTICLE XI

MISCELLANEOUS

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

If to the Company:	Attn: Tax Department P.O. Box 764 Columbia, SC 29218 Attention: Barry Burnette Director – Corporate Tax, Plans & Payroll Facsimile: 803-933-8149
With A Copy To	John C. von Lehe, Jr. Nelson Mullins Riley & Scarborough LLP P.O. Box 1806 Charleston, SC 29402 Facsimile: 843-722-8700
If to the County:	Lexington County Council, South Carolina 212 South Lake Drive Lexington, SC 29072 Attention: Clerk to Council Facsimile: 803-785-8101
With A Copy To:	Jeffrey M. Anderson Nicholson Davis Frawley Anderson & Ayer 140 E. Main Street

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

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

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

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

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

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

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

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

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

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

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

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

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

[SIGNATURES ON THE FOLLOWING PAGE]

LEXINGTON COUNTY, SOUTH CAROLINA

M. Todd Cullum, Chairman
Lexington County Council

ATTEST:

Diana W. Burnett
Clerk, Lexington County Council

SCANA SERVICES, INC.

By: _____

Its: _____

EXHIBIT A
DESCRIPTION OF LAND

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

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

This Second Amendment to the Fee Agreement dated December 20, 2002, as amended by a First Amendment, dated December 19, 2005 ("First Amendment") (collectively the "2002 Fee Agreement") by and between Lexington County, South Carolina (the "County"), a body politic and corporate and a political subdivision of the State of South Carolina, acting by and through its County Council, the governing body of said County, and South Carolina Electric & Gas Company, (the "Company"), is entered into as of this _____ day of _____, 2006

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(c) The Company shall make Payments-in-Lieu-of-Taxes for each year during the term hereof beginning with the tax year following the year the property is first placed in service. The Payments-in-Lieu-of-Taxes shall be made to the County Treasurer on the due dates which would otherwise be applicable for ad valorem property taxes for the Project, with the first payment being due on the first date following the delivery of this Fee Agreement when, but for this Fee Agreement, such taxes would have been paid with respect to the Project. Notwithstanding any other provision of this Section 5.1, the County hereby agrees that beginning with the Company's first Payment-in-Lieu of Taxes after the date of execution of the Second Amendment to Fee Agreement and each year thereafter for the full term that Payments-in-Lieu of Taxes are made, the Company shall automatically be entitled to receive and take a credit against such Payments-in-Lieu of Taxes in an amount equal to the Annual Special Source Revenue Credit of twenty-five (25%) percent of the Payments-in-Lieu of Taxes.

5. Section 8.3 is replaced by the following:

To the maximum extent allowed by the Act, the County has agreed pursuant to a resolution of August 22, 2006, to the transfer or assignment of this Fee Agreement in whole or in part by the Company or any transferee or assignee, and security or other interests in any or all of the property under this Fee Agreement may be granted or assigned for any purpose, including but not limited to obtaining financing, and the Project may be subleased or otherwise transferred or assigned in whole or in part by the Company. The County further agrees that, if future County consent is required by the Act, the County Council can provide any such consent by a resolution of County Council. The County Administrator and the Clerk to County Council are hereby expressly individually and jointly authorized and directed to evidence the County's consent by timely executing such documents as the Company may reasonably request. Further, for the purposes of this Fee Agreement and as noted in Article 5 herein, a transaction or an event of sale, assignment, leasing, transfer of an interest herein, disposal, or replacement of all or part of the Project shall not be a termination of the Fee Agreement in whole or in part or a basis for changing the fee payments due under Section 12-44-50 of the Act.

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

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

LEXINGTON COUNTY, SOUTH CAROLINA

M. Todd Cullum
Chair of Lexington County Council

ATTEST:

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

SOUTH CAROLINA ELECTRIC & GAS COMPANY

By: _____
Name: _____
Title: _____

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

This First Amendment to the Fee Agreement dated June 29, 2006 (the "Fee Agreement") by and between Lexington County, South Carolina (the "County"), a body politic and corporate and a political subdivision of the State of South Carolina, acting by and through its County Council, the governing body of said County, and South Carolina Electric & Gas Company, (the "Company"), is entered into as of this _____ day of _____, 2006.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(c) The Company shall make Payments-in-Lieu-of-Taxes for each year during the term hereof beginning with the tax year following the year the property is first placed in service. The Payments-in-Lieu-of-Taxes shall be made to the County Treasurer on the due dates which would otherwise be applicable for ad valorem property taxes for the Project, with the first payment being due on the first date following the delivery of this Fee Agreement when, but for this Fee Agreement, such taxes would have been paid with respect to the Project. Notwithstanding any other provision of this Section 5.1, the County hereby agrees that beginning with the Company's first Payment-in-Lieu of Taxes after the date of execution of the First Amendment to Fee Agreement and each year thereafter for the full term that Payments-in-Lieu of Taxes are made, the Company shall automatically be entitled to receive and take a credit against such Payments-in-Lieu of Taxes in an amount equal to the Annual Special Source Revenue Credit of twenty-five (25%) percent of the Payments-in-Lieu of Taxes.

5. Section 8.3 is replaced by the following:

To the maximum extent allowed by the Act, the County has agreed pursuant to a resolution of August 22, 2006, to the transfer or assignment of this Fee Agreement in whole or in part by the Company or any transferee or assignee, and security or other interests in any or all of the property under this Fee Agreement may be granted or assigned for any purpose, including but not limited to obtaining financing, and the Project may be subleased or otherwise transferred or assigned in whole or in part by the Company. The County further agrees that, if future County consent is required by the Act, the County Council can provide any such consent by a resolution of County Council. The County Administrator and the Clerk to County Council are hereby expressly individually and jointly authorized and directed to evidence the County's consent by timely executing such documents as the Company may reasonably request. Further, for the purposes of this Fee Agreement and as noted in Article 5 herein, a transaction or an event of sale, assignment, leasing, transfer of an interest herein, disposal, or replacement of all or part of the Project shall not be a termination of the Fee Agreement in whole or in part or a basis for changing the fee payments due under Section 12-44-50 of the Act.

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

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

LEXINGTON COUNTY, SOUTH CAROLINA

M. Todd Cullum
Chair of Lexington County Council

ATTEST:

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

SOUTH CAROLINA ELECTRIC & GAS COMPANY

By: _____
Name: _____
Title: _____

COUNTY OF LEXINGTON, SOUTH CAROLINA

ORDINANCE NO. 06-13

AN ORDINANCE APPROVING THE CONVEYANCE OF REAL ESTATE FROM THE COUNTY OF LEXINGTON TO ACCURATE THERAPEUTIC SUPPLY, INC. dba ACCURATE MFG. INC.

WHEREAS, the County of Lexington owns a tract of land consisting of 7.89 acres, more or less, located at the Intersection of Lee Witt Road and South Carolina Highway No. 3, and being more fully shown on a plat prepared by Donald H Rumbaugh of Lexington County Public Works Department, Engineering Division, dated June 7, 1999, and recorded in the Office of the Register of Deeds for Lexington County in Slide 288, Plat 660, a copy of which is attached hereto as Exhibit "A"; and

WHEREAS, the County does not have a current use for the subject property; and

WHEREAS, the County has been contacted by Accurate Therapeutic Supply, Inc. dba Accurate Mfg. Inc. (hereinafter referred to as Accurate) concerning the use of the subject property for the purposes of constructing a building for the manufacturing of hot and cold packs; and

WHEREAS, Accurate expects to employ approximately fifty (50) people; and

WHEREAS, the subject property is located in an area of the County that is in need of industrial development for both the tax base and employment; and

WHEREAS, the County has determined that it would be in the public interest and would serve a public purpose to convey the subject property to the company for purposes of industrial development and for jobs in this area of the County.

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

Section 1. The Lexington County Council hereby approves the deed attached hereto as Exhibit "B" and approves the conveyance of the subject property to Accurate Therapeutic Supply, Inc. dba Accurate Mfg Inc..

Section 2. The Chairman of the Lexington County Council is hereby authorized and directed to execute and deliver the deed in substantially the form attached hereto as Exhibit "B," and shall include any changes that are approved by the Chairman after consulting with the County Attorney and to further execute any and all applicable documents for the conveyance of such property

Enacted this _____ day of _____, 2006.

M. Todd Cullum, Chairman

ATTEST:

Diana W. Burnett, Clerk

First Reading: _____

Second Reading: _____

Public Hearing: _____

Third & Final Reading: _____

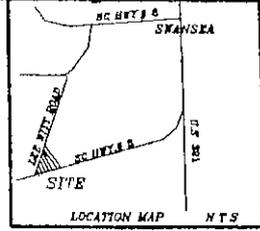
Filed w/Clerk of Court: _____

0054121 BK: 0288 Pg: 0660



SEE NOTE #1
C.M.O.

N/P
NUCOR CORPORATION



7.89 ACRES

- REFERENCES:
1. SLIDE 46 PLAT 10
 2. SLIDE 175 PLAT 8

LEE WITT ROAD S92-102 66' R-O-W
N 89°38'30"E 887.87'

S 61°24'40"E 742.67'
16' TOWN OF SWANSEA WATER LINE EASEMENT
P.O.B.
C.M.O.
SEE NOTE #1
S 60°23'00"W 898.72'
S.C. HWY. #5 66' R-O-W

FILED, RECORDED, INDEXED
10/28/1999 10:07:52AM
Rec Fee: 5.00 St Fee: 0.00
Co Fee: 0.00 Page: 1
LEX. CO. REGISTER OF DEEDS
DEBRA H. GUNTER

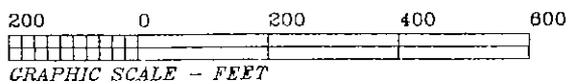
SOUTH CAROLINA
LEXINGTON COUNTY

-SURVEY FOR-
GREENMAN TECHNOLOGIES
OF SOUTH CAROLINA, INC.

LOCATED APPROX 1 MILE SOUTH OF SWANSEA
PART OF T.M.S. # 12900-02-36.

- NOTES:
1. C.M.O.'S HAVE DISK MOUNTED IN TOP BY ENPINGER AND ASSOCIATES, LANCASTER, SC
 2. WATER LINE EASEMENT INFORMATION PROVIDED BY SITE CONSULTANTS, INC.
 3. C.M.O.'S ARE EXISTING CONCRETE MONUMENTS

OCT 04 1999
D. Shelton



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 603-458-8221 <i>Donald F. Rumbaugh</i> #10888 DONALD F. RUMBAUGH, P.L.S.
SCALE 1"=200'	DATE DRAWN: JUNE 7, 1999

Exhibit A

ORDINANCE NO. 06-14

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

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

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

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

WHEREAS, the expansion of the Park shall include two (2) tracts of real estate ("Property") which is located within the City of Cayce, South Carolina ("Cayce"); and

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

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

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

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

(2) That the Agreement Concerning Distribution of Fee-in-Lieu of Taxes for SCANA Services Inc. or its Successors and Assigns shall be entered into by the County and that the Chairman of Lexington County Council is hereby authorized to execute and deliver said agreement in substantially the same form as is now before Council.

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

LEXINGTON COUNTY, SOUTH CAROLINA

(SEAL)

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

ATTEST:

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

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

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

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

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

RECITALS

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

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

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

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

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

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

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

3. **Amendment to the Agreement.** As of the date of this Amended Agreement, the Agreement, as previously amended, is hereby further amended, in accordance with Section 3 of the Agreement, so as to expand the Park premises in Lexington County by the addition of two (2) tracts of real estate, said real estate comprising a project which is subject to a fee-in-lieu agreement between Lexington County and SCANA Services, Inc. dated _____, 2006. Said tracts are described on Exhibit A attached hereto, the description of which may be clarified by agreement of the parties.

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

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

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

WITNESS our hands and seals this _____ day of _____, 2006.

[SIGNATURES ON FOLLOWING PAGES]

EXECUTION PAGE
TO
2

AMENDMENT OF AGREEMENT FOR JOINT COUNTY INDUSTRIAL PARK

LEXINGTON COUNTY COUNCIL:

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

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

EXECUTION PAGE
TO
AMENDMENT OF AGREEMENT FOR JOINT COUNTY INDUSTRIAL PARK

CALHOUN COUNTY COUNCIL:

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

ATTEST:

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

EXHIBIT A
LAND DESCRIPTION

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

STATE OF SOUTH CAROLINA)
)
)
)
 COUNTY OF LEXINGTON) **AGREEMENT CONCERNING
 DISTRIBUTION OF FEE-IN-LIEU OF TAXES
 FOR SCANA SERVICES, INC., ITS
 SUCCESSORS AND ASSIGNS**

This Agreement ("Agreement") concerning the distribution of fee-in-lieu of property taxes ("FILOT") remitted by SCANA Services, Inc., its successors and assigns (collectively the "Company") for the Company's proposed investment in Lexington County and Cayce (the "Project") is entered into by and between the County of Lexington (the "County") and the City of Cayce (the "City") as of the date executed by the last of the parties to sign.

WITNESSETH:

WHEREAS, the County and Calhoun County have heretofore entered into an agreement for development of a Joint County Industrial Park (the "Park") pursuant to state law and desire to enlarge the boundaries of the Park to include certain additional property owned by the Company which is located both within the County and within the City; and

WHEREAS, the County will enter into an agreement with the Company to provide, pursuant to state law, that certain of the property of the Company to be included within the Park shall be exempt from ad valorem taxation but shall be subject to fee-in-lieu of taxes pursuant to state law (the "FILOT Agreement"); and

WHEREAS, if the Company invests no less than \$70 million at the Project so that the Company's and South Carolina Electric & Gas Company's total investment in the County is no less than \$175 million, the County will provide the Company with an annual special source revenue credit of 25% for the full term of the FILOT Agreement; and

WHEREAS, under current state law, in the absence of a binding agreement with another taxing entity, the distribution of such fees by the County to other taxing entities within the County, including the City, may be at the discretion of the County as it might choose to exercise that discretion by its agreement with Calhoun County or by amendment thereof or by its own ordinance or by amendment thereof; and

WHEREAS, the City, without a binding agreement with the County as to the distribution of such fees, bears the risk of jeopardizing substantial ad valorem tax revenues which would have been received by the City on certain of the property of the Company desired to be included in the Park; and

WHEREAS, Section 4-1-170 of the Code of Laws of South Carolina (1976), as amended, requires that the County and Calhoun County must obtain the consent of the City prior to the creation of a multi-county industrial park if the Park encompasses all or a portion of the City; and

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

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

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

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

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

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

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

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

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

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

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

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

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

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

WITNESSES (as to the City):

(Witness)

(Witness)

CITY OF CAYCE (Seal)

By: _____
(Signature)

Its: _____

Date: _____

WITNESSES (as to the County):

(Witness)

(Witness)

COUNTY OF LEXINGTON (Seal)

By: _____
(Signature)

Its: _____

Date: _____



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 Agent

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

Signature: Chris Barrett for Steven Mungo Printed Name: Chris Barrett for Steven Mungo

Street/Mailing Address: 441 Western Ln, Irmo 29036

6/12/06	Application Received
9/21/06	Newspaper Advertisement
9/22/06	Notices Mailed

6/12/06	Fee Received
9/25/06	Property Posted
	Planning Commission

Planning Commission Recommendation: _____

<u>7/25/06</u> First Reading	<u>10/10/06</u> Public Hearing	Second Reading	Third Reading
------------------------------	--------------------------------	----------------	---------------

Results: _____

STAFF SUMMARY
ZONING MAP AMENDMENT #M06-10

Description of the Amendment: This map amendment request is for a change in zoning classification for TMS#02817-05-001 from Low Density Residential (R1) to General Commercial (C2). This property is located at 178 St. Andrews Road

Character of the Area: This property is at the corner of St. Andrews Road and Bush River Road. The immediate area is primarily single family residential with a church activity bordering the parcel. There are residential attached units (The Cloisters) and a shopping center (Clusters of Whitehall nearby)

Zoning History: This property is in the Seven Oaks/Dutch Fork planning area zoned in 1971/1974. Over the years there have been approximately fifteen map amendments in the area.

Council District: Seven-Councilman John W. Carrigg, Jr.

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

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

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

21.30 Permitted Uses by District

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

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

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

21.31 Chart of Permitted Activities by District

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

R1	R2	R3	D	RA	RD	UC	C1	C2	ID	LR	ACTIVITIES
					XX	XX	XX	XX	XX	XX	Administrative Offices
					XX		XX	XX	XX	XX	Advertising Signs
				XX	Airports						
			XX	XX	XX				XX	XX	Animal Operations
		XX		XX	XX		XX	XX	XX	XX	Boat Docks
					XX				XX	XX	Bus and Transit Terminals
					XX			XX	XX	XX	Business Services
	XX	XX	XX	XX	XX			XX	XX	XX	Cemeteries
	XX	Child or Adult Day Care									
XX	Churches										
					XX				XX	XX	Communication Towers
XX	XX	XX	XX	XX	XX			XX	XX	XX	Community Education
					XX			XX	XX	XX	Construction Services

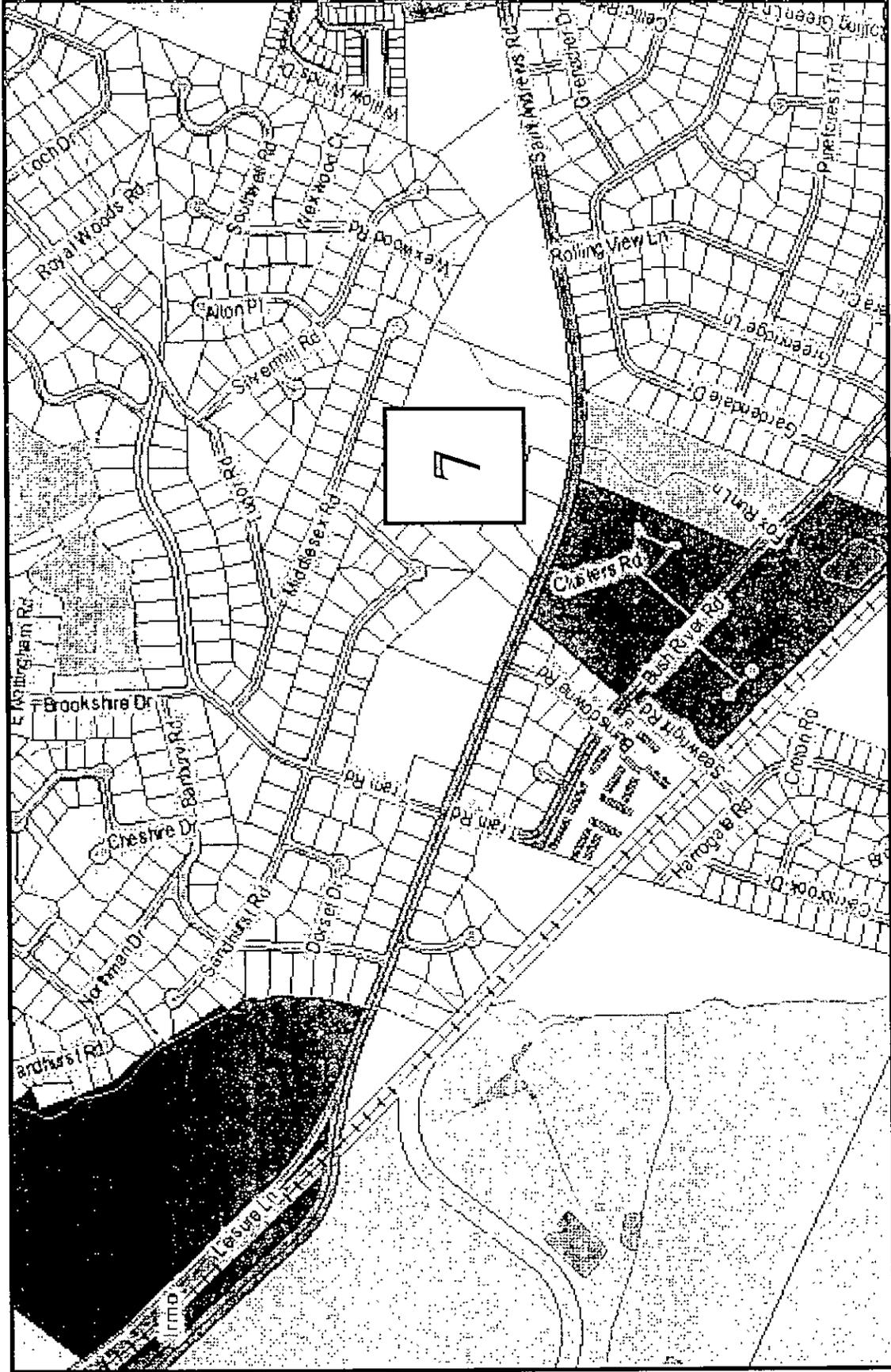


RI	R2	R3	D	RA	RD	FC	C1	C2	ID	IR	ACTIVITIES
			XX	XX	XX				XX	XX	Crops
					XX				XX	XX	Detention Centers
XX	XX	XX	XX	XX	XX	XX	XX	XX	XX	XX	Essential Services (Limited)
	XX	XX	XX	XX	XX			XX	XX	XX	Essential Services (Extensive)
				XX	XX			XX	XX	XX	Food Services
					XX			XX	XX	XX	General Repair and Maintenance Services
					XX		XX	XX	XX	XX	General Retail (Limited)
					XX			XX	XX	XX	General Retail (Extensive)
XX#	XX#	XX#	XX#	XX	XX		XX	XX	XX	XX	Group Assembly (Limited)
				XX	XX			XX	XX	XX	Group Assembly (Intermediate)
					XX			XX	XX	XX	Group Assembly (Extensive)
		XX	XX	XX	XX	XX	XX	XX	XX	XX	Group Housing
					XX		XX	XX	XX	XX	Hospitals
			XX	XX	XX				XX	XX	Kennels and Stables
					XX				XX	XX	Landfills (Limited)
					XX				XX	XX	Landfills (Intermediate)
					XX				XX	XX	Landfills (Extensive)
					XX			XX	XX	XX	Manufacturing (Light Assembly)
					XX				XX	XX	Manufacturing (Limited)
					XX				XX	XX	Manufacturing (Intermediate)
					XX				XX	XX	Manufacturing (Extensive)
					XX			XX	XX	XX	Mauwas
					XX	XX	XX	XX	XX	XX	Medical Services
					XX				XX	XX	Military Installations
			XX		XX			XX	XX	XX	Mining (Limited)
					XX				XX	XX	Mining (Intermediate)
					XX				XX	XX	Mining (Extensive)
XX	XX	XX	XX	XX	XX	XX	XX	XX	XX	XX	Mini-Parks
					XX			XX	XX	XX	Mini-Warehouses
	XX	XX	XX	XX	XX		XX	XX	XX	XX	Mobile Homes
		XX			XX			XX	XX	XX	Mobile Home Parks (Limited) 1
		XX			XX			XX	XX	XX	Mobile Home Parks (Extensive) 1
XX	XX	XX	XX	XX	XX	XX	XX	XX	XX	XX	Natural Reserves
				XX	Non-Assembly Cultural						
	XX	XX	XX	XX	XX	XX	XX	XX	XX	XX	Nursing Homes
					XX		XX	XX	XX	XX	Personal Convenience Services
			XX	XX	XX	XX	XX	XX	XX	XX	Plant Nurseries
					XX				XX	XX	Power Plants
					XX	XX	XX	XX	XX	XX	Professional Services
					XX				XX	XX	Radioactive Materials Handling
					XX				XX	XX	Railroad
					XX				XX	XX	Recycling Centers
					XX			XX	XX	XX	Research Services
XX	XX	XX	XX	XX	XX	XX	XX	XX	XX	XX	Residential Detached
	XX	XX			XX	XX	XX	XX	XX	XX	Residential Attached (2 dwelling units)
		XX			XX			XX	XX	XX	Residential Attached (3 or more dwelling units)
		XX			XX			XX	XX	XX	Retirement Centers/Assisted Living

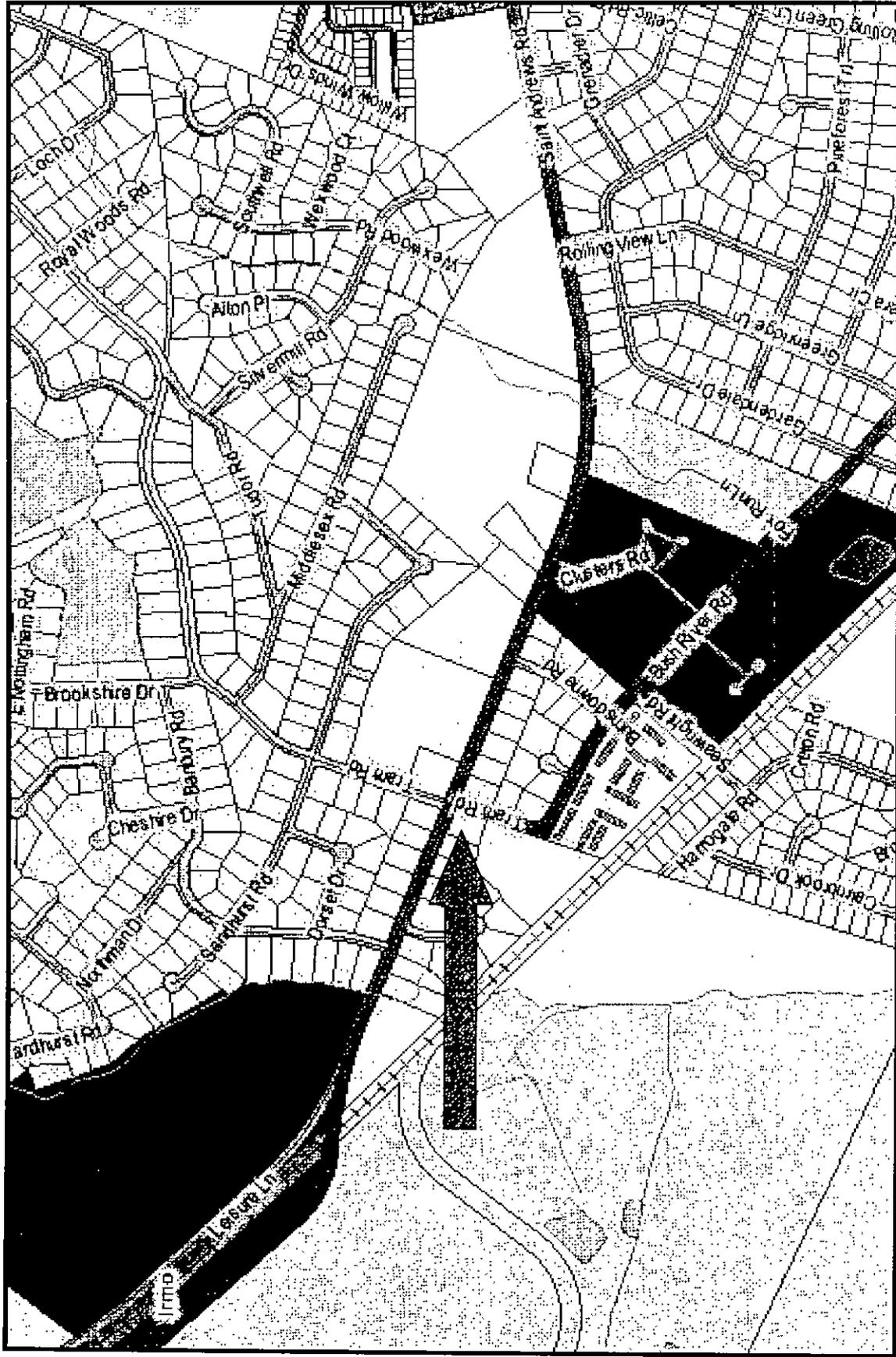


R1	R2	R3	D	RA	RD	EC	CT	C2	ID	ER	ACTIVITIES
					XX				XX	XX	Salvage/Wrecking Yard
					XX				XX	XX	Scrap Operations
					XX		XX	XX	XX	XX	Business Parks
					XX			XX	XX	XX	Speculative Development
					XX			XX	XX	XX	
					XX			XX	XX	XX	Towing and Impoundment Lot
					XX			XX	XX	XX	Trade Enterprises
					XX			XX	XX	XX	Transient Habitation
					XX			XX	XX	XX	Transport and Warehousing (Limited)
					XX				XX	XX	Transport and Warehousing (Extensive)
					XX		XX	XX	XX	XX	Transport Services
					XX			XX	XX	XX	Undertaking
XX	Utilities										
					XX			XX	XX	XX	Vehicle Parking
					XX			XX	XX	XX	Vehicle Repair
					XX			XX	XX	XX	Vehicle Sales
					XX		XX	XX	XX	XX	Vehicle Servicing (Limited)
					XX			XX	XX	XX	Vehicle Servicing (Extensive)
				XX	XX			XX	XX	XX	Veterinarian
				XX	XX			XX	XX	XX	Zoos

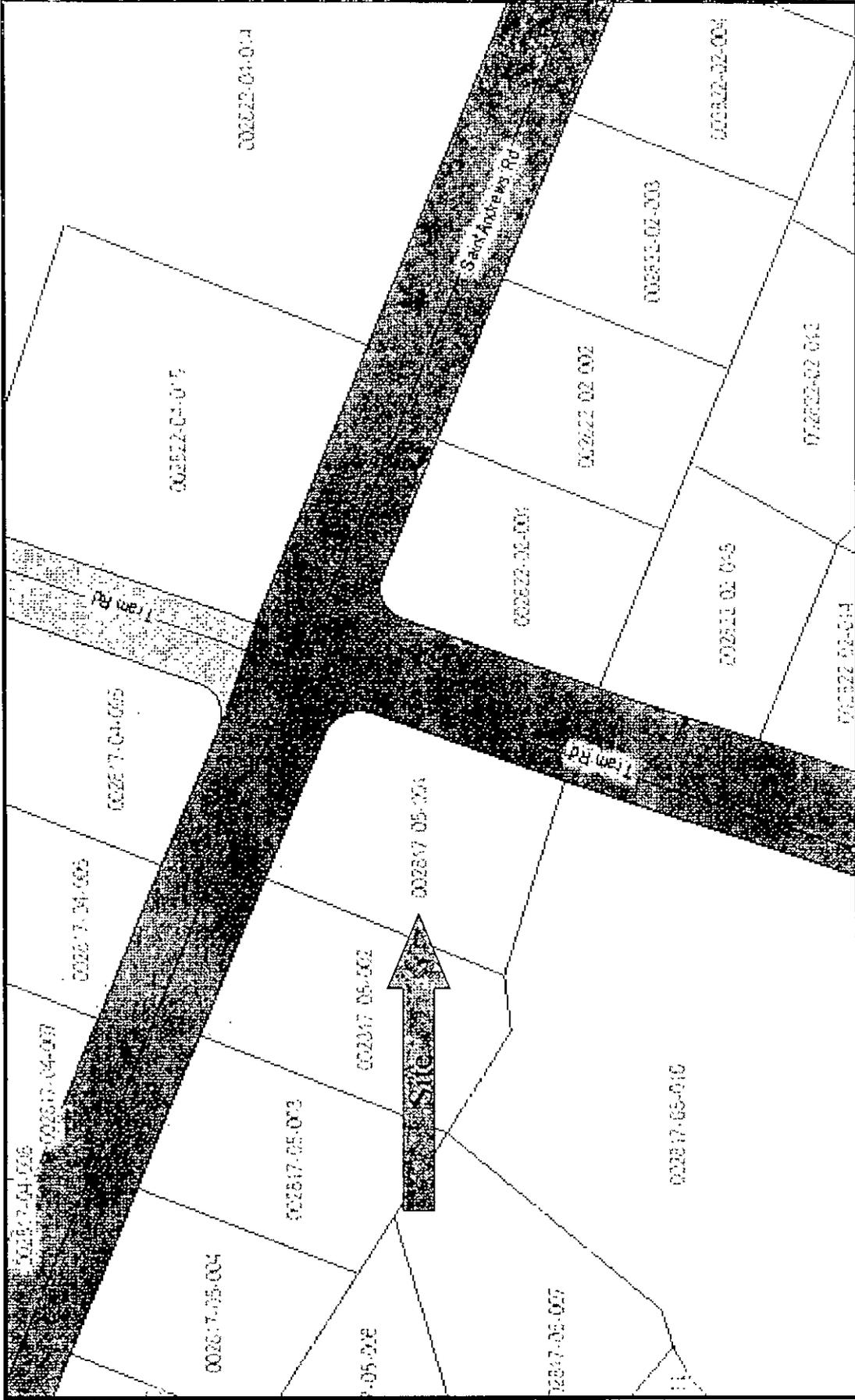
The permitting of this activity in these districts is allowed only if the Group Assembly (Limited) activity is a membership facility owned, operated, and used by the property owners in the surrounding residential area for which the facility is being established.



COUNTY COUNCIL DISTRICT MAP

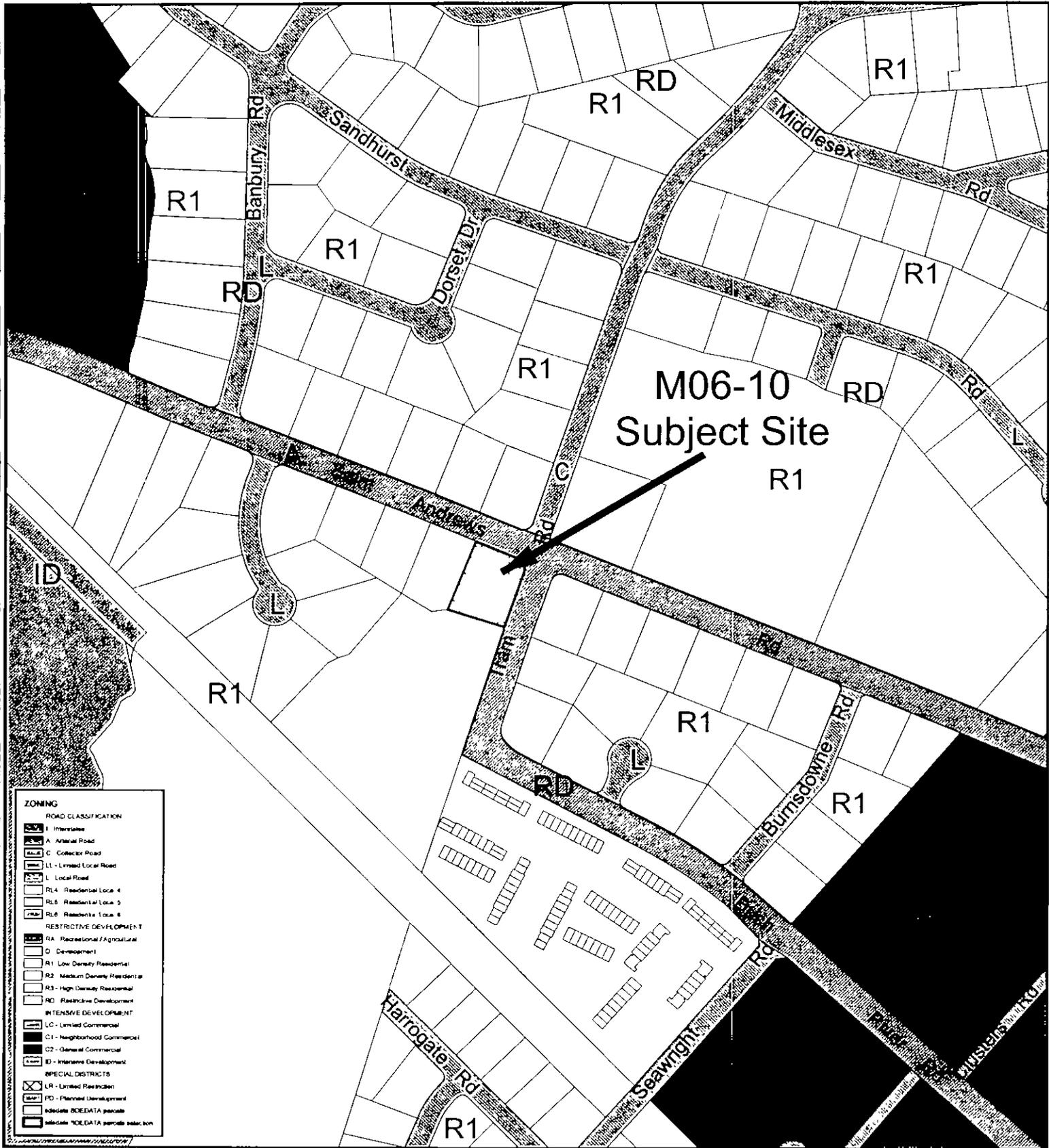


ZONING MAP AMENDMENT REQUEST #M106-10

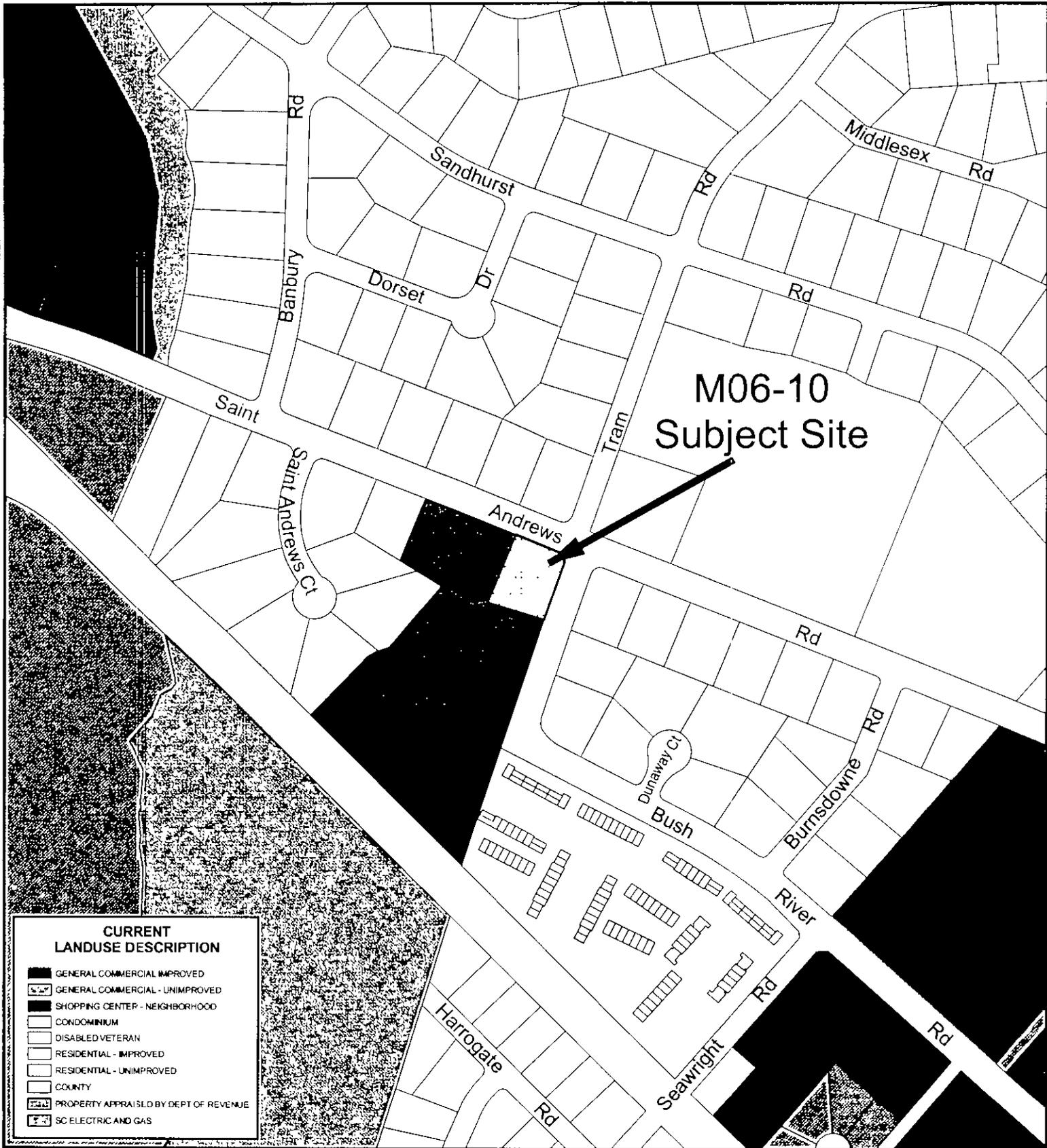


ZONING MAP AMENDMENT REQUEST #M106-10



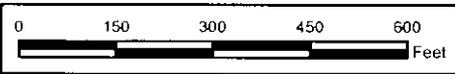


Existing Zoning
Map Amendment # M06-10
TMS # 002817-05-001



M06-10
Subject Site

CURRENT LANDUSE DESCRIPTION	
	GENERAL COMMERCIAL IMPROVED
	GENERAL COMMERCIAL - UNIMPROVED
	SHOPPING CENTER - NEIGHBORHOOD
	CONDOMINIUM
	DISABLED VETERAN
	RESIDENTIAL - IMPROVED
	RESIDENTIAL - UNIMPROVED
	COUNTY
	PROPERTY APPRAISED BY DEPT OF REVENUE
	SC ELECTRIC AND GAS



**Existing Landuse
Map Amendment # M06-10
TMS # 002817-05-001**

ORDINANCE NO. 06-11

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

LEXINGTON COUNTY, SOUTH CAROLINA

Chairman, Lexington County Council

ATTEST:

Diana W. Burnett
Clerk to Lexington County Council

1st Reading: _____, 2006
2nd Reading: _____, 2006
3rd Reading _____, 2006

Public Hearing _____, 2006

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

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

SALUDA AND LEXINGTON COUNTIES

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

WITNESSETH:

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

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

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

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

2. Authorization. Article VIII, Section 13(D) of the Constitution of South Carolina provides that counties may jointly develop an industrial or business park with other counties within the geographical boundaries of one or more of the member counties, provided that certain conditions specified therein are met and further provided that the General Assembly of the State of South Carolina provides by law a manner in which the value of property in such park will be considered for purposes of bonded indebtedness of political subdivisions and school districts and for purposes of computing the index of taxpaying ability pursuant to any provision of law which measures the relative fiscal capacity of a school district to support its schools based on the assessed valuation of taxable property in the district as compared to the assessed valuation of taxable property in all school districts in South Carolina. Section 4-1-70, Code of Laws of South Carolina 1976, as amended (the "Code") satisfied the conditions imposed by Article VIII, Section 13(D) of the Constitution and provides the statutory vehicle whereby a joint county industrial or business park may be created.

3. Location of the Park.

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

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

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

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

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

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

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

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

If property is in Saluda County portion of the Park:

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

If property is in Lexington County portion of the Park:

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

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

If property is in Saluda County portion of the Park:

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

If property is in Lexington County portion of the Park:

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

7. Revenue Allocation Within Each County.

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

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

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

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

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

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

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

[Signature Page Follows.]

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

SALUDA COUNTY, SOUTH CAROLINA

(SEAL)

Chairman, Saluda County Council

ATTEST:

Clerk to Council, Saluda County Council

LEXINGTON COUNTY, SOUTH CAROLINA

(SEAL)

Chairman, Lexington County Council

ATTEST:

Clerk to Council, Lexington County Council

EXHIBIT A

SALUDA COUNTY PROPERTIES

EXHIBIT B

LEXINGTON COUNTY PROPERTIES

None as of ___/___/2006