

AGENDA
LEXINGTON COUNTY COUNCIL

Committee Meetings

Tuesday, October 24, 2006

Second Floor - County Administration Building

212 South Lake Drive, Lexington, SC 29072

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

12:00 p.m. - 1:20 p.m. - Airport Committee

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

1:20 p.m. - 1:40 p.m. - Planning and Administration

- (1) Zoning Map Amendment M06-07 - Amicks Ferry Rd., Timberlake Dr.,
Lake Estates Dr., p/o - 2nd Reading **A**
- (2) Zoning Map Amendment M06-08 - Lake Estates Dr. (Intersection of Timberlake Dr.
to Water Links Dr.) - 2nd Reading **B**
- (3) Zoning Map Amendment M06-10 - 178 St. Andrews Road, Columbia **C**
- (4) Subdivision of Christopher C. Boles Property - Planning & GIS - Charlie Compton, Director . . . **D**
- (5) Election Assistance for Individuals With Disabilities (EAID) Grant - Registration &
Elections - Dean Crepes - Director **E**
- (6) Approval of Minutes - Meeting of September 26, 2006 **F**
- (7) Old Business/New Business
- (8) Adjournment

1:40 p.m. - 2:40 p.m. - Health & Human Services

- (1) Public Safety Recruitment Update - **(Goal #1)** - Public Safety - Wayne Freeman, Recruiter **G**
- (2) JET (Joint Emergency Team) Update - **(Goal #1)** - Public Safety - Major George Brothers,
Homeland Security Coordinator **H**
- (3) EMS Staffing and Training Issue - **(Goal #1)** - Public Safety/EMS- Brian Hood,
EMS Coordinator **I**
- (4) Review of the Outdoor Burning Ordinance - **(Goal #2)** - Public Safety/Fire Service - Chief
Bruce Rucker, Assistant Sheriff/Director of Public Safety and Homeland Security and John
Fechtel, Director of Public Works **J**
- (5) Approval of Minutes - Meeting of September 26, 2006 **K**
- (6) Old Business/New Business
- (7) Adjournment

2:40 p.m. - 2:55 p.m. - Public Works

- (1) Paving of a Portion of Vera Road - Public Works - John Fechtel, Director **L**
- (2) Approval of Minutes - Meeting of September 26, 2006 **M**
- (3) Old Business/New Business
 - Pending Issues: Subdivision Regulations, Development Guidelines & Stormwater Ordinance
 - Alternate Funding Sources - **(Goal #2)**
- (4) Adjournment

2:55 p.m. - 3:25 p.m. - Solid Waste Landfill

- (1) Red Bank Relocation - Solid Waste Management - Joe Mergo Director
 - Collection Station Comparisons
- (2) Approval of Minutes - Meeting of September 26, 2006 **N**
- (3) Old Business/New Business
- (4) Adjournment

3:25 p.m. - 3:55 p.m. - 208 Plan

- (1) Open Forum for Discussion
- (2) Approval of Minutes - Meeting of September 26, 2006 **O**
- (3) Old Business/New Business
- (4) Adjournment

3:55 p.m. - 4:15 p.m. - Committee of the Whole

- (1) Lexington County Clemson Extension Update - Ms. Barbara Lupo, Lead Agent
- (2) Strategic Visioning Follow-up - Katherine Doucett, County Administrator
- (3) Approval of Minutes - Meeting of September 26, 2006 **P**
- (4) Old Business/New Business
- (5) Adjournment

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

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.

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

A G E N D A
LEXINGTON COUNTY COUNCIL

Tuesday, October 24, 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

Presentation of Resolution

(1) Irmo-Chapin Recreation Commission Presented by Councilman Johnny Jeffcoat

Resolution **Q**
(1) Donald V. "Donnie" Myers
(2) Palmetto Health Hospice

Appointments **R**

Bids/Purchases/RFPs

(1) Computer Room Uninterruptible Power Supply (UPS) Upgrade - Information Services **S**
(2) Gateway Computers and Monitors - Library Services **T**
(3) Hewlett Packard Printers - Magistrate Court Services **U**
(4) 911 Telephone System Upgrade Project - Public Safety/911 Communications - Sole Source **V**

Chairman's Report

Administrator's Report

Approval of Minutes - Meeting of September 26, 2006 **W**

Zoning Amendments

- (1) Zoning Map Amendment M06-06 - Road Classification of Indian River Drive from Local (L) to Residential Local Four (RL4) Road - 3rd and Final Reading X
- (2) Zoning Text Amendment T06-05 - Article 2 - Application of Regulations; Schedule of Permitted Uses, General Requirements, Buffering Restrictions - **(Goal #2)** - 3rd and Final Reading Y
- (3) Zoning Text Amendment T06-09 - Application of Regulations and Section 71.20 (Definitions) Of Article 7, Mobile Home Parks - **(Goal #2)** - 3rd and Final Reading Z
- (4) Zoning Map Amendment M06-14 - 146 & 153 Banbury Rd., 158, 161, 165, & 234 St. Andrews Road - Announcement of 1st Reading 1

Ordinances

- (1) Ordinance 06-11 - An Ordinance to Develop a Joint Industrial/Business Park in Conjunction with Saluda County - 3rd and Final Reading 2
- (2) 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 - 3rd and Final Reading 3
- (3) Ordinance 06-15 - To Amend the Agreement for Development of Joint County Industrial Park Dated December 11, 1995 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 - 2nd Reading 4
- (4) Ordinance 06-16 - Authorizing the Execution and Delivery of an Infrastructure and Real Estate Improvements Financing Agreement Between Lexington County and Allied Air - 2nd Reading 5
- (5) Ordinance 06-17 - An Ordinance Approving the Option and Contract for the Sale of Certain Real Property from the County of Lexington to Agri-Ethanol Products, LLC - 2nd Reading 6

Committee Reports

Planning & Administration, J. Owens, Chairman

- (1) Zoning Map Amendment M06-07 - Amicks Ferry Rd., Timberlake Dr., Lake Estates Dr., p/o - 2nd Reading - **Tab A**
- (2) Zoning Map Amendment M06-08 - Lake Estates Dr. (Intersection of Timberlake Dr. to Water Links Dr.) - 2nd Reading - **Tab B**
- (3) Zoning Map Amendment 06-10 - 178 St. Andrews Road, Columbia - **Tab C**
- (4) Election Assistance for Individuals With Disabilities (EAID) Grant - **Tab E**

6:00 P.M. - Public Hearings

- (1) Zoning Map Amendment M06-11 - North of Bush River Road and South of Jimmy Love Ln., Columbia 7
- (2) Ordinance 06-09 - An Ordinance to Impose the Provisions as Allowed by South Carolina Code Section 12-37-670 so as to Allow Improvements that are Completed on or Before June 30th

to be Taxable for the Period for July 1 st to December 31 st of that Property Tax Year - (Goal #3)	8
(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	9
(4) Ordinance 06-15 - To Amend the Agreement for Development of Joint County Industrial Park Dated December 11, 1995 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 - Tab 4	
(5) Ordinance 06-16 - Authorizing the Execution and Delivery of an Infrastructure and Real Estate Improvements Financing Agreement Between Lexington County and Allied Air - Tab 5	

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 # **M06-07**

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

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

Zoning Classifications: (Current) Local (Proposed) Collector

TMS#: _____ Property Owner: _____

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

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

Date of Application: 05/25/06 Applicant: Owner Agent

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

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

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

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

05/25/06	Fee Received
9/11/06	Property Posted
10/19/06	Planning Commission

Planning Commission Recommendation: 5-0 Denial

6/20/06	First Reading	9/26/06	Public Hearing		Second Reading		Third Reading
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Results: _____



COUNTY OF LEXINGTON, SOUTH CAROLINA

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

ZONING MAP AMENDMENT APPLICATION # M06-08

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

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

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

TMS#: Property Owner:

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

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

Date of Application: 05/30/06 Applicant: Owner Agent

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

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

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

Table with 2 columns: Date, Action. Rows include: 05/30/06 Application Received, 05/30/06 Fee Received, 9/7/06 Newspaper Advertisement, 9/11/06 Property Posted, 9/7/06 Notices Mailed, 10/19/06 Planning Commission

Planning Commission Recommendation: 6-0 Denial

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

Results:



ZONING MAP AMENDMENT REQUEST #M06-08



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
9/12/06	Notices Mailed

6/12/06	Fee Receipted
9/25/06	Property Posted
10/19/06	Planning Commission

Planning Commission Recommendation: _____

7/25/06 First Reading	10/10/06 Public Hearing	Second Reading	Third Reading
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Results: Received withdrawal letter from Applicant on 10/13/06.

The MUNGO Company™

October 13, 2006

Mr. Walt McPherson
Zoning Administrator
Lexington County Development Division
212 South Lake Drive
Lexington, SC 29072

**Re: Zoning Request M06-10
St. Andrews Road**

Dear Mr. McPhearson:

Please be advised that we have decided to withdraw the above-mentioned rezoning request. While our intention was to assist St. Mary's Episcopal Church in the most financially beneficial way, we are concerned about setting a precedent that would open up commercial development in this primarily residential area of St. Andrews Road.

Thank you.

Sincerely,



Chris Barrett
Land Acquisition Coordinator

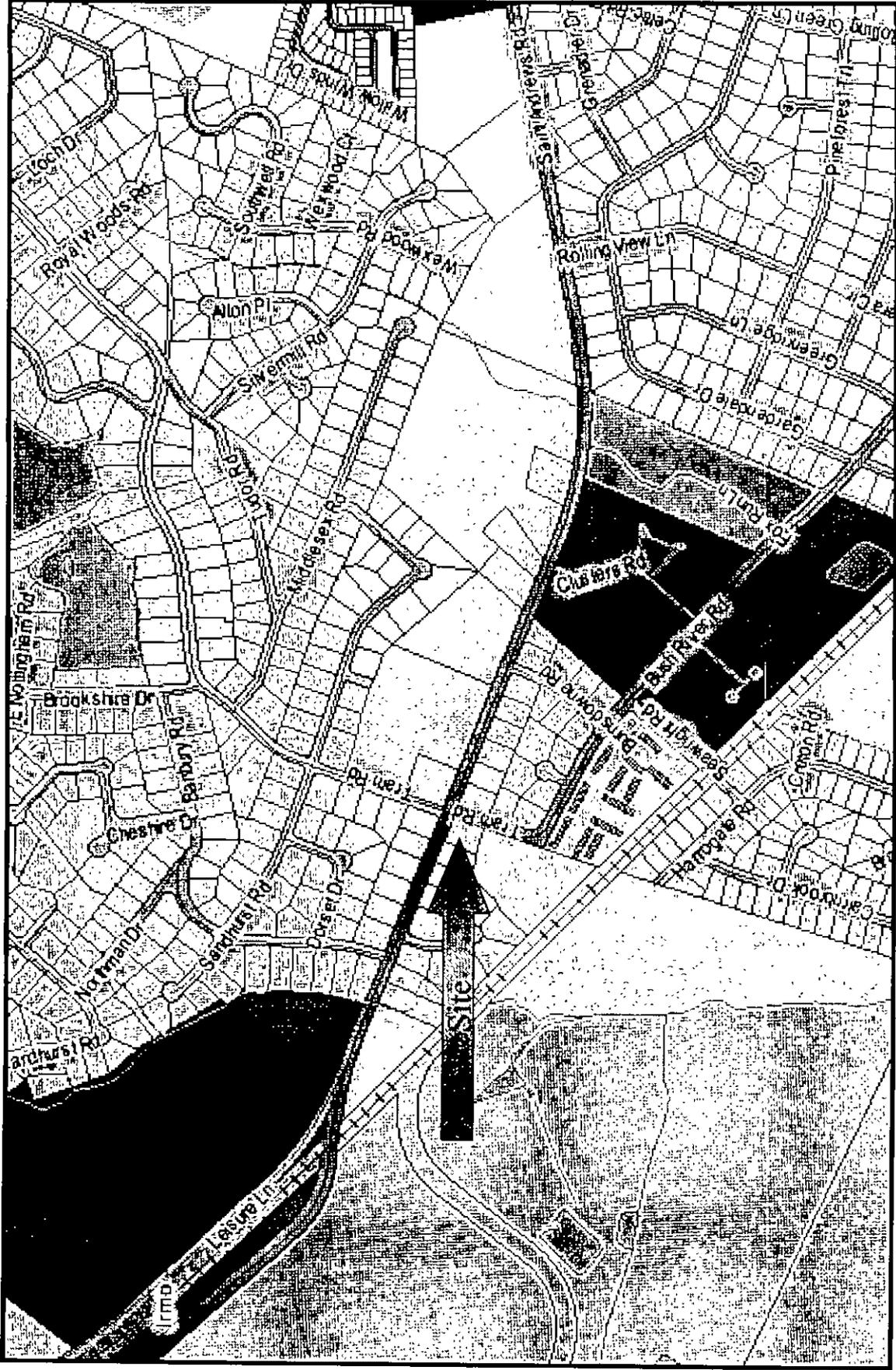
/jdd

cc: Steven Mungo

RECEIVED

OCT 13 2006

LEXINGTON COUNTY
COMMUNITY DEVELOPMENT



ZONING MAP AMENDMENT REQUEST #M06-10

Memorandum

October 16, 2006

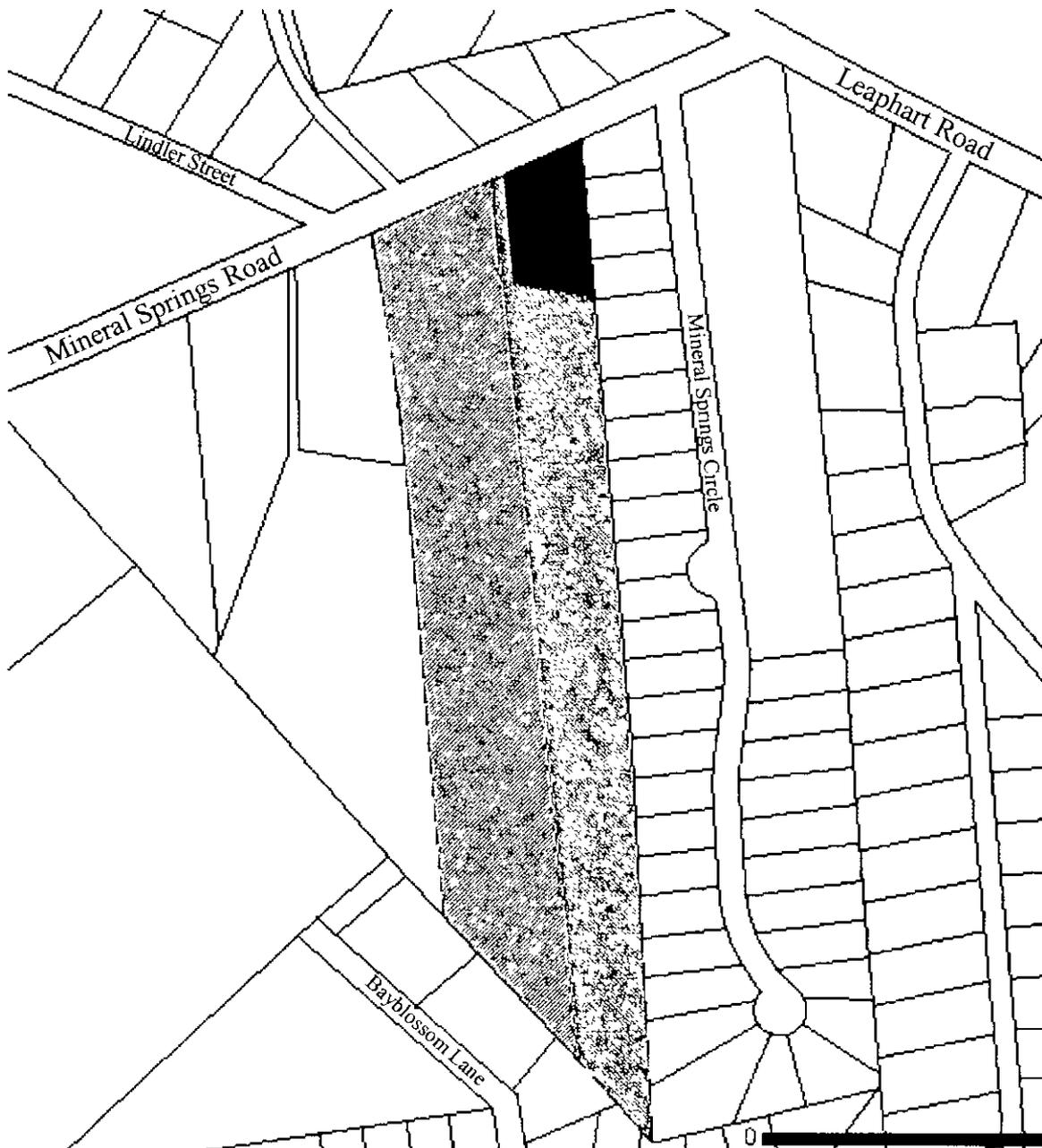
To: Katherine Doucett
County Administrator

For: Planning and Administration Committee

From: Charlie Compton, Director 
Department of Planning and GIS

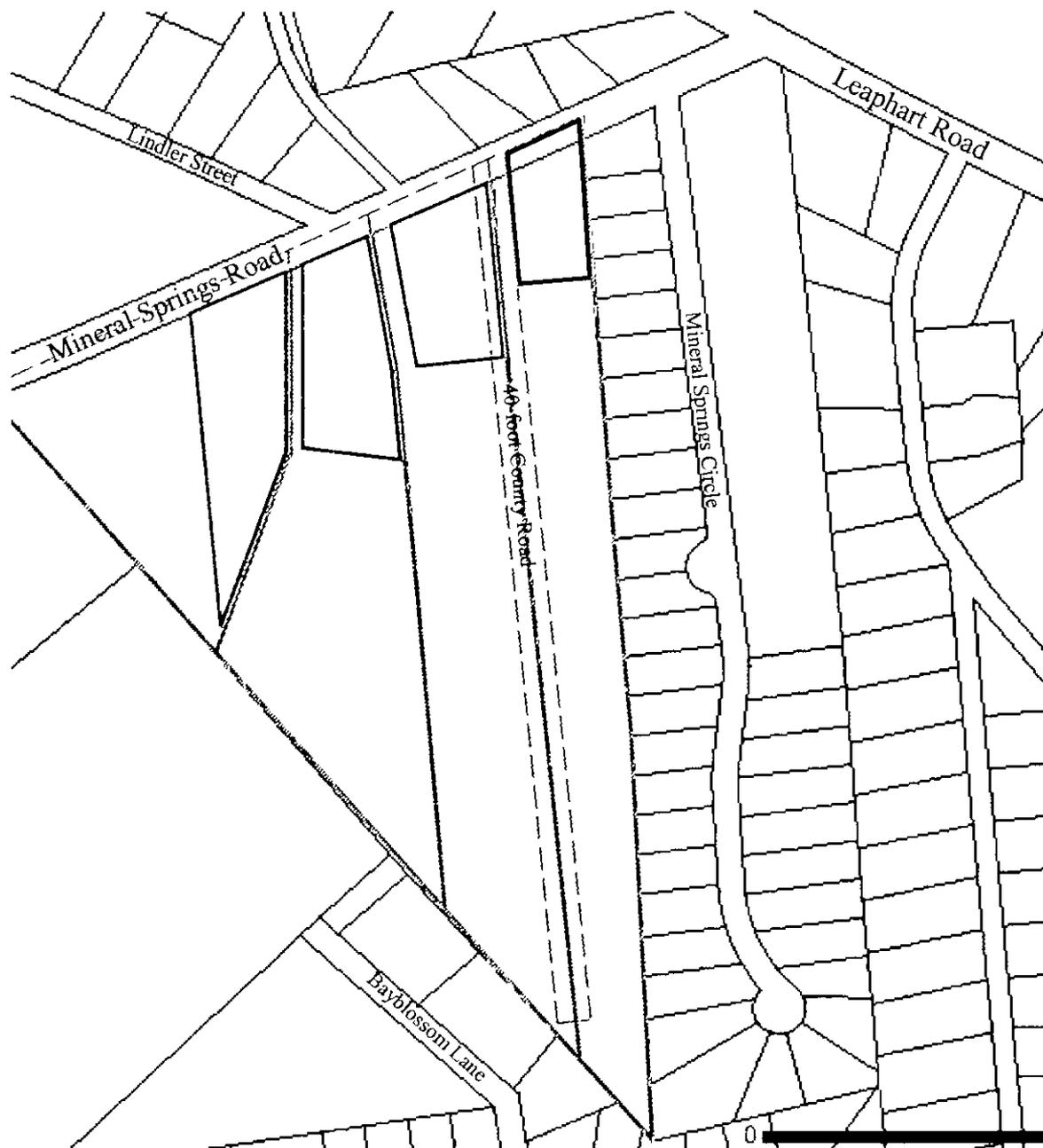
Reference: Subdivision of Christopher C. Boles Property

On September 21st the Planning Commission received a request from Christopher C. Boles asking to subdivide his 5.5-acre tract of land (green) off of Mineral Springs Road into three parcels—one for his daughter, one for himself and one for sale. The Commission approved the request with a private road maintenance agreement, adding a turnaround, and the inclusion in the deed restrictions that the parcels could not be further subdivided. Tom Osmer (blue) and the Fulmers (orange) objected to this decision. Mr. Osmer approached some members of Council about his concerns and Chairman Joe Owens asked that the Planning and Administration Committee look at this subdivision decision.



This area began as a family partitioning of property many years ago and resulted in several very linear tracts of land. In the 1960's the area in orange was platted as shown with the property actually including much of the right-of-way of Mineral Springs Road, and showing a 40-foot right-of-way for a proposed County Road. Back then roads for subdividing of property were quite often constructed by the County. A one-acre parcel (blue) was also recorded that later became the lot now owned by Tom Osmer. The source of the 20-foot wide piece of land that serves as the access for the remaining acreage behind his parcel can probably be traced to this proposed County Road.

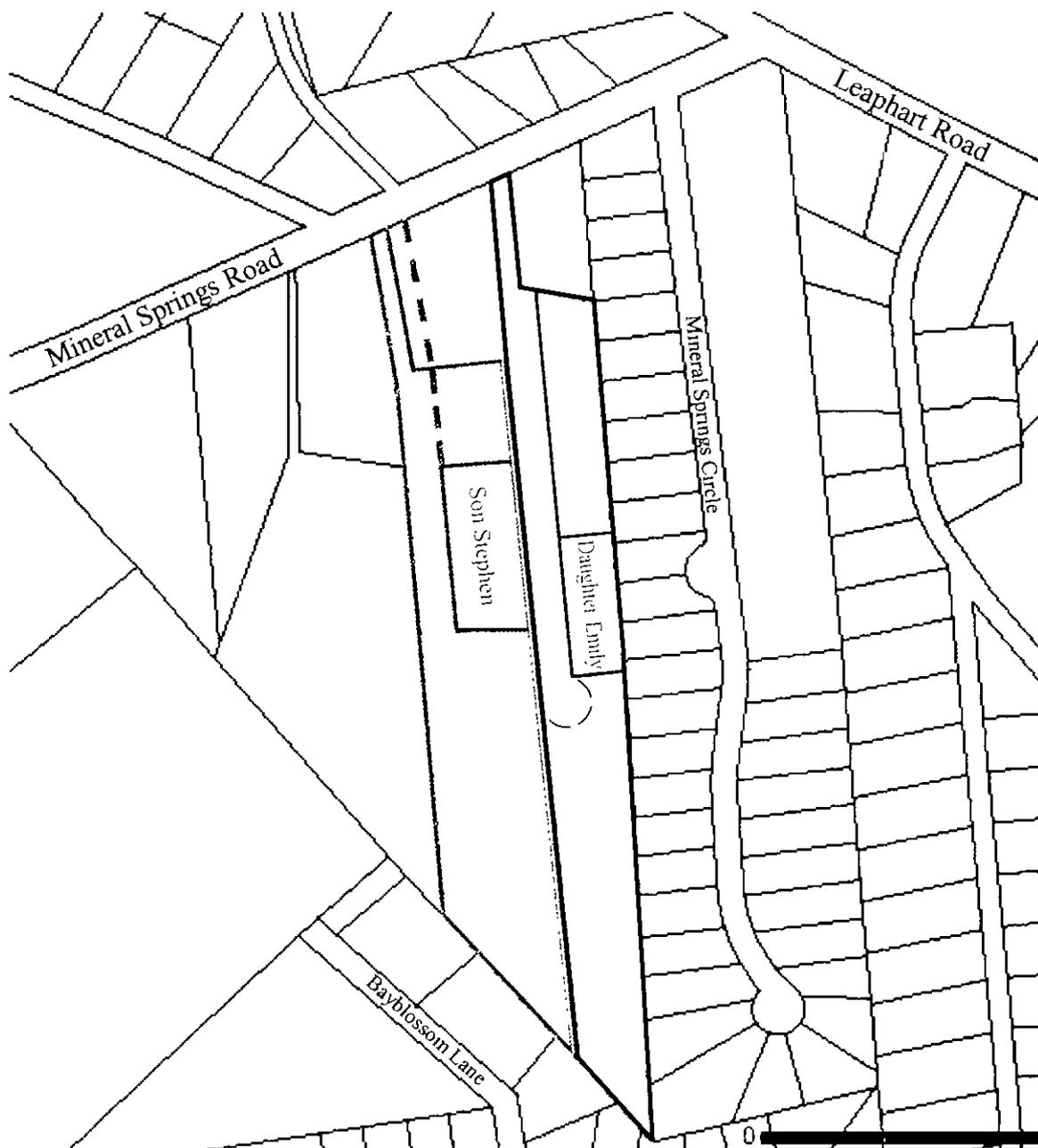
In the years since then, the property extending into the Mineral Springs Road right-of-way was dropped and three other parcels (green) were platted on that road leaving strips of land that serve as the access for several tracts of land. By the 1980's the 40-foot right-of-way was being ignored.



In 2003 the Planning Commission approved a request by Preston F. Bryant to divide his 5.5-acre tract (purple) into two parcels. That subdividing never occurred. In August of 2004 a plat was approved by the staff and recorded that subdivided the Fulmer's property as shown in orange. Son Stephen received the one-acre lot created. A 50-foot easement was shown as access to this lot.

On September 21st the Planning Commission approved the request by the new owner of the purple tract, Christopher Boles, to subdivide his property into three parcels (green)—one for his daughter, one for himself and one for sale. The Commission approved the request with a private road maintenance agreement, adding a turnaround, and the inclusion in the deed restrictions that the parcels could not be further subdivided.

The surveyor for the Fulmers advised them that since they owned the front lot they could plat a 50-foot easement to their son's parcel and the approval would be easier. That is why a staff member approved the recording of their plat rather than scheduling it for the Planning Commission. A 50-foot access is not an ordinance requirement. It is the minimum right-of-way that Lexington County requires for a county-maintained road. In order to encourage property owners to subdivide in a manner that creates more options in the future, the staff is allowed to approve the recording of parcels larger than two acres that have a 50-foot access. An access less than that width must go to the Planning Commission for review. Because the layout of the Fulmer platting actually creates a third parcel (creating the need for a shared road), that request probably should have gone to the Commission also.



SECTION V.C. – OPERATING LINE NARRATIVE

<u>522000 – Building Repair and Maintenance</u>	<u>\$3,490.00</u>
Wheel Chair Ramps, two doors front and side	\$2,370.00
Threshold access, enlarging doors for handicap accessibility.	\$395.00
Paint and Contingency factor	\$725.00

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

Lexington County Department of Public Safety
Recruiter for Public Safety's Office
Inter-office Memorandum

To: Chief B. Rucker

From: W.E. Freeman

Date: 10/16/2006

Subj: Requested Agenda Information

This memo is to provide the basic information you requested regarding the County Council meeting on October 24, 2006. These compiled figures are approximate and the tallies are since June 1, 2006. Here are the items you wanted:

Lexington County Public Safety has been represented at approximately thirty (30) recruiting events. These events include job fairs, presentations at schools, church events, mass entertainment events, requested presentation opportunities, and self-created recruiting events.

I have been involved in recruiting activities in the following locations and programs: Fort Jackson Transition Assistance Program and Job Events, Beaufort Marine Corps Air Station Transition Assistance Program, Midlands Technical College (classes and job fairs), White Knoll High School inclusion in academic curriculum, Lexington High Vocational School (classes and events in all public safety disciplines), Irmo High School, Aiken Technical College, Greenville Technical College, The Citadel, South Carolina Employment Commission, and several others.

I have gotten Lexington County Public Safety involved in the following organizations: Midlands Educational Business Alliance, Lexington County Employers Council, and the South Carolina Employers Council. I am also working on establishing a network with other area recruiters, to include Bose, First Citizens, and other businesses, that allow me to refer candidates to other employers in the event that they do not meet our strict requirements for employment. This keeps the interaction between Lexington County and potential employees as positive as can be, despite our possibility of having to turn them away.

Since June 1, 2006, I have spoken to between 1300 to 1500 people regarding employment with the Lexington County Department of Public Safety. Of those, approximately 500 of them have needed follow ups, to include application packets, relocation/real estate information, tours of the area, facility tours, and various other requests. Of those, more than 100 have applied across the various represented disciplines. Numerically, looking only at Telecommunications Operator positions, Correctional Officers positions, and Deputy positions, this represents fifteen (15) percent of the total number of applications

received last year for the same positions, accomplished in one quarter by the recruiter alone. This does not include the other sources of applications that were already in place when I accepted the position. Applications for those positions are still being submitted to the various disciplines in addition to what I provide, thus making the recruiter's efforts a significant supplement to already-established recruiting efforts. I do not yet have a numerically reliable system for tracking every candidate that I have an effect on in the hiring process, but I can account for having had some influence on anywhere from twenty to twenty-five (20-25) new hires. Another benefit of directly recruiting is that I can pre-screen candidates prior to their submission of an application, reducing the amount of work required for all disciplines to begin the hiring process for those candidates who wouldn't meet our high standards. On average, for every one hundred people I speak to, ten will apply, and then only two of those will be interviewed and considered for hiring. These numbers vary month to month, but that is a roughly accurate figure.

I have spoken to approximately seventy-five (75) firefighter volunteer candidates since the start of the volunteer recruitment drive initiated by Chief Rucker. Of those, I am currently following up with around twenty-five of them and the goal is to have gathered fifty (50) by the end of the drive (January 1, 2007). Twenty-five applicants represent approximately ten (10) percent of the total current volunteer firefighter pool.

Thank you for your attention in this matter and please feel free to contact me with any questions concerning this memo.

To: Chief Bruce Rucker

From: Major George Brothers

Date: October 16, 2006

Subject: JET (Joint Emergency Team)

Original Proposal to Council
Lexington County Public Safety Special Response Team

The purpose of the JET Team is to consolidate special operation functions of the Fire Service, Sheriff's Department and EMS. The team will initially consist of nine members housed at the Lexington County Airport at Pelion. The team will house, maintain and respond specialized equipment from each of the three disciplines. There will be three shifts comprised of a paramedic, a law enforcement officer, and a fire fighter. They will work on a 24 hour on and 48 hour off rotation.

All nine members of the JET Team will come from existing positions and will not require additional manpower. The three members from the Sheriff's Office are already assigned to Special Operations. They will continue to perform the same functions. The three members from the Fire Service are from existing positions that have not been filled to date. EMS currently requires eight positions to man the Pelion area unit. Using three of the eight along with already trained members on the team, the Pelion area will have 24 hour coverage that is not currently available. This will enhance the capabilities rather than detract from it.

The Team will be responsible for the following vehicles and associated equipment; Emergency Services Unit (Fire), COBRA Truck, COBRA Trailer, Engine, Ambulance, Command Post (SO), Bloodhound Truck, Bomb Truck, EOD Robot, Helicopter, and ATV's. Currently, all responses of these vehicles are made by off duty personnel or as a collateral assignment. The formation of the team will provide for quicker response with assigned personnel insuring a quicker mitigation to incidents. There will still be instances that other responders will be needed (large events).

Some of the types of calls that will be handled by the team are:

Hazardous Materials calls, Bloodhound Tracking calls, Command Post requests, Fire Service Manpower requests, Aviation calls, and Air and Ground Searches. While this team will not have a primary response area, the addition of a 24 hour station will provide coverage in an area of the County that does not have 24 hour coverage at this time. There is also a small area near the airport that is outside the five mile fire service coverage area. Placement of this unit will place these residents inside the five mile coverage area.

The JET Team will have the capability to provide medical response capability to the area. When the Pelion ambulance is out of service or busy, JET will be capable of providing an ALS unit to the area. This portion of the program would operate the same as the Medic 11 program in Chapin. EMS will station a spare ambulance at the Airport for use by the JET Team. Calls for the unit will be sent through the fire dispatcher just as Medic 11. The unit will respond and transport the patient as necessary.

The Team should answer approximately 400 calls per year plus medic calls which could bring the number near 1000 calls per year. With equipment maintenance and training, this will make the team an extremely busy asset.

JET Equipment

Emergency Services Unit (ESU)	Fire Service
COBRA Truck	Fire Service
COBRA Trailer	Fire Service
Attack Engine	Fire Service
Ambulance	EMS
Command Post	Sheriff
Bloodhound Truck	Sheriff
Bomb Truck	Sheriff
EOD Robot	Sheriff
Four Wheelers and Trailers	Sheriff
Helicopter	Sheriff
Heavy Rescue Equipment	Fire & EMS

Benefits

- Many calls for specialized services can be handled without additional personnel
- Better control and maintenance of equipment
- Accurate tracking of specialized equipment
- Better availability of specialized equipment
- Quicker response of specialized equipment
- High level of expertise for specialized services
- 24 hour fire coverage in the western portion of the County
- 24 hour Medic capability

Where JET is Today

In our original proposal we had to consider three conditions that existed:

1. EMS had a significant personnel shortage that caused the Pelion area ambulance to be unmanned a significant amount of time. JET was able to help fill this gap by providing ALS support to the area. Now that EMS has a reduced number of vacancies, we are able to trim the number of EMS responses by the team.
2. The Fire Service operates "day stations" in the Pelion and surrounding area. JET has been able to provide 24 hour coverage for the area. We can still provide this service but will pull the Team from the call as soon as the Fire Service has sufficient personnel to handle the call.
3. The Sheriff's Office tracking Team was made up of the same personnel that became JET. As the Department moves toward full service dogs, the necessity to call JET for tracking will be reduced and possibly eliminated.

These three functions take a great deal of time and caused a significant increase in calls for the Team. This meant that the Team was unable to train for its primary function as a special response unit. By reducing the number of calls for these services, the Team can spend more time training in the critical area for the County. These responses include high angle rescue and heavy rescue from EMS, confined space rescue and hazmat responses from the fire service, and EOD and search and rescue (not tracking) from the Sheriff's Department.

These specialized functions require a great deal of training and expertise and equipment. By reducing the number of non-specialized calls, our personnel can be prepared to handle emergencies as they happen. We have noticed that calls for special teams are on the increase as the County continues its tremendous growth.

In our five year plan, we can see the need to have additional teams and let the different teams specialize in specific types of responses according to their location. Examples of this would be:

Pelion Team	Rapid Intervention (firefighter rescue) & Confined Space
Lexington Team	Explosive Ordinance Disposal & Search and Rescue
Corely Mill Team	Hazmat and Heavy Rescue

While each team would specialize in an area, all members would be trained to assist the "specialists" in the required area. The make-up of the teams would be adjusted according to the needs of the team.

JET Calls July 17, 2005 to Present

	2005	2006	TOTAL
EMS	168	186	354
LAW	99	121	220
FIRE	76	80	156
HAZMAT	18	18	36
EOD	8	9	17
OTHER	1	1	2
TOTAL	370	415	785

There are an additional 63 calls that team responded to but were cancelled en-route. The original concept had the Team responding to 400 to 500 calls per year. Of these calls, JET would respond as a backup to the primary units with the exception of EMS calls. JET would be the primary unit on the majority of EMS calls unless called as an ALS backup. The number of calls in each area differs from the time spent. Because the time on fire and law calls is generally significantly longer, the time spent leans heavily from EMS. Only 23.4% of the Team's time is in the EMS area.

They are greatly exceeding that number which has not allowed them to train to the level that is necessary. While answering the additional calls has helped the County in the Short term, it will cause the County to be unprepared for specialized emergencies in the long term. By making the changes that were mentioned earlier, the County will be able to respond more efficiently in the future. The County goal of consolidated services can be achieved by maintaining a specialized response team.



County of Lexington
Department of Public Safety

EMERGENCY MEDICAL SERVICES DIVISION



October 16, 2006

MEMORANDUM

**To: Katherine Doucett
County Administrator**

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

Re: EMS Staffing and Training Issue

The EMS Division of Public Safety has made tremendous strides in recruiting and retaining personnel over the past two years. The Division was almost forty personnel short of being fully staffed in February 2005. We were forced to utilize the private ambulance services of three separate companies to maintain acceptable response times to emergency calls. We currently have 12 vacancies, all of which are at the paramedic and senior paramedic level, and have decreased our reliance on the private sector ambulance services to one company.

Trained paramedics are the most difficult employees to attract. The difficulty lies in the significant costs of tuition and books, as well as the length of the paramedic training program. We have been most successful when identifying motivated basic level EMT's and providing them an opportunity to gain the necessary experience, and then sending them to paramedic school through our loan agreement process.

We currently have eight EMT's who are scheduled to complete the paramedic program in November. In anticipation of their pending completion, I have started to hire basic level EMT's into the vacant paramedic position slots. As the graduating EMT's are promoted into the paramedic slots, the "extra" basic level EMT's are moved into the now-vacant EMT slots. This plan should help the Division continue working toward a full roster.

EMS agencies across the state are implementing plans to recruit and retain staff members. We will continue to lose personnel each year through attrition. The loss of trained personnel, combined with the length of the training program will cause our Division to have a perpetual shortage. It has taken sending twenty basic level EMT's to paramedic school over the last 24 months to enjoy our current staffing levels. If all our paramedic students are successful, we will have two paramedic level vacancies.

I anticipate losing two or three paramedics through attrition during the next paramedic course. Those three, in addition to the two expected vacancies going into the next paramedic course will potentially create five vacancies.

Sending more than five basic level EMT's to school will not have a negative budget impact during this fiscal year, however, sending more than five will most probably have a negative impact during the next budget year. I am requesting to send up to ten students to paramedic school during this fiscal year, and convert up to five basic level EMT positions to Paramedic if the need should arise during the next budget year. This will not increase the Division's total staffing level, however, this approval will simply change up to five existing EMT's to paramedic positions. Having an additional five paramedics will allow for the division to have an increased ability to handle attrition while maintaining acceptable staffing levels.

Additionally, an increase in available paramedics will also allow the Division to become more discretionary in the overall numbers, quality, and experience level of basic level EMT we send to future paramedic schools

There are fifteen senior paramedic positions currently allocated to our Division. This number was a carryover from the 24 hour on/48 hour off shift schedule, allowing for five senior paramedics per shift. As our Division has migrated to four 12 hour shifts, the number of senior paramedics on each shift is unbalanced. The regional supervisory duties performed by the senior paramedics can be accomplished with fourteen positions. This allows for four senior paramedics on each of the day shifts and three on each of the night shifts.

I am requesting the fifteenth senior paramedic position to be changed from a twelve hour rotating shift position to a forty hour position. This change will allow for the abilities of this position to be fully realized. This will allow for the senior paramedic to be better able to work with employees of all skill levels from any shift that are in need of one on one remedial training. This change would not completely remove the senior paramedic from the field, however, it would allow for this fifteenth position to be more productive and our division to be more successful.

I believe these requests will allow our division to realize our goal of becoming fully staffed, while utilizing our personnel in the best possible way to serve the citizens of Lexington County. Please feel free to contact me if you have any questions or if I can be of any additional assistance.

Thanks

cc. Larry Porth, Assistant County Administrator, Finance Director
Bruce Rucker, Public Safety Director

att: Draft New Program Budget

INTEROFFICE MEMORANDUM

TO: KATHERINE DOUCETT, COUNTY ADMINISTRATOR
JOHN FECHTEL, DIRECTOR OF PUBLIC WORKS, ASSISTANT COUNTY ADMINISTRATOR
CHIEF BRUCE RUCKER, DIRECTOR OF PUBLIC SERVICE, ASSISTANT SHERIFF

FROM: SYNITHIA WILLIAMS, ENVIRONMENTAL COORDINATOR *SPW*

SUBJECT: OUTDOOR BURNING ORDINANCE RECOMMENDATIONS

DATE: 10/18/2006

These recommendations are made to reduce emissions associated with outdoor burning, and assist in meeting the national ambient air quality standards for ground level ozone. It is also suggested that an intergovernmental agreement with the municipalities in the County be pursued to encourage their adoption of these regulations.

Exemptions:

- Vegetative debris burning related to forestry, wildlife and agricultural burns, as authorized by the state forestry commission
- Open burning in the connection with the preparation of food for immediate consumption, or campfires and fires used solely for recreational purposes, ceremonial occasions or human warmth that are done in a safe manner.
- Fires set for the purposes of training public fire-fighting personnel when authorized by the appropriate governmental entity. These will be exempt only if the drills are solely for the purposes of fire-fighting training and the duration of the burning is held to the minimum required for such purposes. Prior approval is required only for sites which are not established training sites. (From Greenville County Ordinance)

Fires in a residential subdivision:

- The burning must be located not less than 500 feet from any structure and not less than 500 feet from the property line and adequate provision is made to prevent the fire from spreading within 50 feet of any structure.

Fires prohibited by the ban:

- Fires associated with the burning of debris on site by a licensed contractor during new construction of a home or other building.

Proposed open burning bans:

1. No burning is allowed except as listed in the exemptions at any time of the year.
2. No burning is allowed except as listed in the exemptions during the Ground Level Ozone Season of April 1-October 31 of each year.
3. No burning is allowed except as listed in the exemptions on days when the Air Quality Index for ground level ozone is a code orange (101 or greater/Unhealthy for Sensitive Groups)

These recommendations are proposed in an effort to lower limits of ground level ozone. It should be noted that more stringent standards may be considered at a later date if needed.

Prescriptive Requirements for a Non-Attainment (NA) Designation for Ground Level Ozone

1. Transportation Conformity
 - a. Reallocate federal highway funding to projects that conform to implementation plans to reduce ground level ozone.
 - b. Local transportation agencies with plans, programs or projects in nonattainment areas, must demonstrate that they meet the transportation conformity requirements of the Clean Air Act (CAA) as set in the transportation conformity rule
 - c. Emissions after the implementation of transportation plans, programs and projects must be consistent with and conform to state implementation plans (SIP) for air quality, and conform to the purpose of the state implementation plan (SIP) for air quality.

2. Non-Attainment New Source Review
 - a. Permitting process for new industry and existing industries wishing to expand located in NA area that will emit air pollutants.
 - b. Industries are given an emissions budget for oxides of nitrogen (NOX) & volatile organic compounds (VOC)
 - c. Could possibly prevent new industries from locating in the County and hinder expansion for existing industries.

3. Other regulations chosen by the EPA

Currently the Columbia Area (portions of Lexington and Richland Counties) are classified as nonattainment. The effective date has been deferred as part of the County's participation in the Early Action Compact. If at any time the terms/conditions of the EAC compact are not met the deferral may be revoked

Robert Risinger

From: "Cabe, Ken" <kcabe@forestry.state.sc.us>
To: <rrisinger@lex-co.com>
Sent: Monday, September 18, 2006 1:06 PM
Subject: burning notification

**Fiscal 2006 Notification Summary
 by County**

County	Smoke Mgt	Other
Abbeville County	136	2,422
Aiken County	846	13,535
Allendale County	466	667
Anderson County	216	13,676
Bamberg County	490	1,624
Barnwell County	496	3,023
Beaufort County	337	8,584
Berkeley County	790	15,371
Calhoun County	268	2,698
Charleston County	363	7,366
Cherokee County	79	3,852
Chester County	117	2,544
Chesterfield County	349	6,341
Clarendon County	403	4,592
Colleton County	1,168	12,707
Darlington County	221	6,551
Dillon County	197	2,809
Dorchester County	354	10,405
Edgefield County	250	2,140
Fairfield County	133	2,107
Florence County	416	11,393
Georgetown County	445	8,728
Greenville County	110	16,604
Greenwood County	96	3,012
Hampton County	863	3,325
Horry County	450	17,739
Jasper County	677	3,439
Kershaw County	240	14,515
Lancaster County	74	4,605
Laurens County	115	4,584
Lee County	215	1,364
Lexington County	292	34,887
Marion County	187	6,664
Marlboro County	142	4,355
McCormick County	108	1,025
Newberry County	129	2,949
Oconee County	130	12,026
Orangeburg County	1,043	10,383
Pickens County	145	10,804
Richland County	239	7,686

Saluda County	168	1,582
Spartanburg County	184	9,165
Sumter County	324	11,519
Union County	65	520
Williamsburg County	877	5,866
York County	141	10,563
Grand Total	15,554	342,316

COUNTY OF LEXINGTON

Department of Public Safety
Fire Service Division
212 South Lake Drive
Lexington , S.C. 29072

Phone 803- 785 – 8141



Outdoor Burning Ordinance

ARTICLE IV. OUTDOOR BURNING

Sec. 30-106. Penalty for violation of article.

Any person who violates any of the provisions of this article shall be guilty of a misdemeanor and shall be subject to a fine or imprisonment in accordance with section 1-8.

(Ord. No. 94-3, § 12(a), 5-23-94)

Sec. 30-107. Compliance with article provisions.

No person shall kindle or maintain any open burning or authorize any such fire to be kindled or maintained within the unincorporated areas of the county except as stated in this article.

(Ord. No. 94-3, § 1, 5-23-94)

Sec. 30-108. Location.

The burning must be located not less than 50 feet from any structure and not less than 50 feet from the property line and adequate provision is made to prevent the fire from spreading within 50 feet of any structure. Notwithstanding the above, if the fire is contained in an approved waste burner, it must be located not less than 15 feet from any structure.

(Ord. No. 98-11, § 1, 12-09-98)

Sec. 30-109. Attendant and fire extinguishing equipment required; notice to state forester; adherence to state law.

The burning must be constantly attended by a competent person until such fire is extinguished. Such person shall have a garden hose connected to a water supply, or other fire extinguishing equipment readily available for use. Proper notification shall be given to the state forester or his duly authorized representative or other persons designated by the state representative. The burning must be conducted in accordance with related state laws and regulations including, but not limited, DHEC Air Quality Regulations 61-62.2 and 61-62.4 and S.C. Code 1976, § 48-35-10 et seq.

(Ord. No. 94-3, § 3, 5-23-94)

Sec. 30-110. Prohibited during hazardous conditions.

The county fire service coordinator may prohibit open burning when atmospheric conditions, local circumstances or other conditions exist that would make such fires hazardous.

(Ord. No. 94-3, § 4, 5-23-94)

Sec. 30-111. Criteria for determining hazards.

Reasonable criteria shall be established by the county council to assist in determining when outdoor fires may be hazardous. This criteria may include air quality standards as well as various fire danger indexes.

(Ord. No. 94-3, § 5, 5-23-94)

Sec. 30-112. Prohibited on county roads, drainage rights-of-way and adjacent areas.

Open burning shall be prohibited on all county roads and drainage rights-of-way, or within an area that may cause damage to such areas.

(Ord. No. 94-3, § 6, 5-23-94)

Sec. 30-113. Exemptions.

(a) This article does not apply to vegetative debris burning related to forestry, wildlife and agricultural burns, as authorized by the state forestry commission.

(b) This article is not meant to restrict open burning in the connection with the preparation of food for immediate consumption, or campfires and fires used solely for recreational purposes, ceremonial occasions or human warmth that are done in a safe manner.

(c) This article does not apply to the burning of debris on site by a licensed contractor during new construction of a home or other building.
(Ord. No. 98-11, § 2, 12-09-98)

Sec. 30-114. Restrictions; exceptions.

Smoke production must be substantially ended and no combustible material may be added to the fire between official sunset of one day and official sunrise of the following day with the exception of fires in the connection with the preparation of food for immediate consumption, or campfires and fires used solely for recreational purposes, ceremonial occasions, or human warmth and fires where time parameters are already regulated by the Department of Environmental Regulation 61-62.2.

(Ord. No. 94-3, § 9, 5-23-94)

Sec. 30-115. Hazardous or toxic materials.

Hazardous or toxic materials shall not be burned.
(Ord. No. 94-3, § 10, 5-23-94)

Sec. 30-116. Civil and criminal liability.

The authorization to conduct an open burn does not relieve the individual responsible from civil or criminal liabilities resulting from the burning.

(Ord. No. 94-3, § 11, 5-23-94)

Sec. 30-117. Conflicts of article with state law.

If any conflict arises between the provisions of this article and any state law, the provisions of state law shall prevail and be controlling.
(Ord. No. 94-3, § 12, 5-23-94)

OPEN BURNING IS PROHIBITED EXCEPT AS PROVIDED BELOW:

- A** Open burning of leaves, tree branches, or yard trimmings originating on the premises of private residences and burned on those premises.
- B** Open burning in connection with the preparation of food for immediate consumption.
- C** Campfires and fires used solely for recreational purposes, ceremonial occasions, or human warmth. Fires set for the purpose of human warmth must use only clean wood products (woody vegetation, leaves, or wood which is not coated with stain, paint, glue, or other coating material, and not treated lumber).
- D** Fires purposely set in accordance with the Smoke Management Guidelines for Vegetative Debris Burning Operations in South Carolina, administered by the South Carolina Forestry Commission and acceptable to the Department, to include the following:
 1. Prescribed burning of forest land for specific management practices; and
 2. Fires purposely set for agricultural control of diseases, weeds, pests, and for other specific agricultural purposes.
- E** Open burning in areas other than predominantly residential for the purpose of land clearing or right-of-way maintenance. This will be exempt only if the following minimum conditions are followed:
 - The location of the burning must be a sufficient distance but not less than 1000 feet, from
- public roadways and all residential, commercial, and industrial sites not a part of the contiguous property on which the burning is conducted.
- Winds during the time of the burning must be away from any area in which the ambient air may be significantly affected by smoke from the burning if that area contains a public roadway or a residential, commercial, or industrial site.
- The material to be burned must have been generated onsite and not moved to the site from another location;
- The amount of dirt on the material being burned must be minimized;
- No piles of asphaltic materials, items containing natural or synthetic rubber, or any materials other than piles of dirt may be burned;
- The pile to be burned must be started only between the hours of 9:00 a.m. and 3:00 p.m. on a combustible mat (at least 3 feet wide) between 100 feet of one day and 9:00 a.m. the following day;
- No more than two piles 30' x 30' or equivalent may be burned within a six day regulation time; and
- In the case of land clearing, all salvageable timber and pulpwood must be removed.
- Sites set for the purposes of training fire-fighting personnel and conducting permanent fire-fighter training facilities in order to obtain the exemption as a permanently established training site, Fires at non-permanent locations must receive Department approval prior to the initiation of any burning activity. Materials used for experimental burning for purposes of data gathering and research. However, prior approval for these types of burning (in subparagraph H above) must be obtained from the Department.
- for fire-fighter training cannot contain asbestos, heavy oils, asphaltic material, plastic or rubber without express written consent from the Department.
- Open burning on the property where it occurs of residential construction waste from building and construction operations will be exempt only if the following conditions are met:
 1. The material being burned is residential construction waste associated with the building and dwellings only.
 - The location of the burning is at least five hundred (500) feet from any occupied structure other than a dwelling or structure located on the property on which the burning is conducted;
 - Heavy oils, treated wood products, asphaltic materials, items containing natural or synthetic rubber, or any other trade wastes which produce smoke in excess of forty (40) percent opacity are not burned;
 - The burning does not occur during the ozone season (April 1 through October 31) and
 - The burning is conducted only between the hours of 9:00 a.m. and 1:00 p.m.
- Open burning in remote or specified areas for the purpose of training fire-fighting personnel and conducting permanent fire-fighter training facilities in order to obtain the exemption as a permanently established training site, Fires at non-permanent locations must receive Department approval prior to the initiation of any burning activity. Materials used for experimental burning for purposes of data gathering and research. However, prior approval for these types of burning (in subparagraph H above) must be obtained from the Department.

LEGAL ADVICE II

In South Carolina, burning has been a common way to get rid of leaves and tree limbs, to clear farm lands, and to manage wildlife areas. However, smoke from open burning can pollute the air and cause health problems. That is why there are State laws to limit outdoor burning.

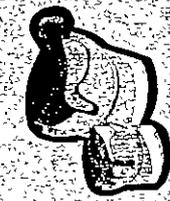
Open Burning - is the burning of any material in an open fire or an outdoor container when specifically designed equipment is not used to control the combustion or air pollution from the fire.

South Carolina allows certain kinds of open burning if the burning does not cause problems and if it is not prohibited by local governments. A good rule to follow is, *if it doesn't grow, don't burn it.* Call the nearest Department of Health and Environmental Control (DHEC) Environmental Quality Control district office listed on the back of this brochure for information on laws about burning in your area.

You may also need to notify the SC Forestry Commission before you begin to burn.

- For open burning of yard debris outside city or town limits, you should call a toll-free number for the county in which you live. A list of these numbers can be found on the internet at: www.state.sc.us/forest/fire.htm
- If you plan to burn anything else, call the Forestry Commission at: 1-800-777-3473.
- Remember, even though you may have a notification number from the Forestry Commission, you must still follow DHEC's rules for open burning.

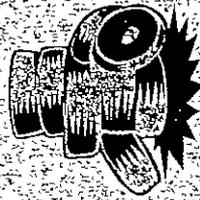
IT IS AGAINST THE LAW TO BURN THESE MATERIALS IN AN OUTDOOR FIRE



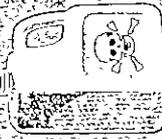
Paint



Cardboard



Tires



Household Chemicals



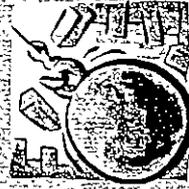
Construction Debris



Asphalt and Asphaltic Materials



Dead Animals



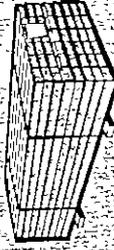
Demolition Debris



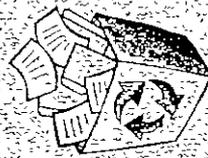
Plastic



Metals



Treated Wood



Paper

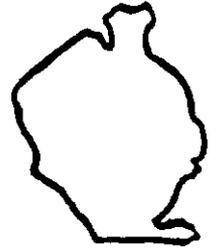


Petroleum Products

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



COUNTY OF LEXINGTON
PUBLIC WORKS DEPARTMENT
ENGINEERING



MEMORANDUM

Date: October 16, 2006

To: Katherine Doucett – County Administrator

From: John Fechtel, Director of Public Works, 
Assistant County Administrator

Re: Paving of a Portion of Vera Road

Vera Road was approved by Council for paving in 1994 as one of thirteen (13) projects the Delegation had requested. Subsequent funding was delayed as a result of right-of-way problems: approximately 400 ft. of the road is located within railroad right-of-way and property owners on one portion of the road were reluctant to provide the needed right-of-way. Attached is a letter from Mr. Greg Force, one of the property owners on Vera Road, requesting County Council reconsider the paving of 1,050 ft. of the 1,450 ft. that is unpaved. Mr. Force also included a "fact sheet" describing the commercial growth and use of this road. The property owners on the west side of Vera Road have agreed to give the additional right-of-way necessary (a total of 50 feet).

Based on staff's review, Public Works recommends that Council approve this request. With a relatively short distance (1,050 ft.), the County can provide the labor and equipment. Material costs of approximately \$25,000.00 is available in the "C" Fund Economic Development Budget (acct# 2700-121301-539900). Please place this on the Public Works Committee agenda on October 24, 2006.

Attachments

JJ/hd

Greg Force
147 Vera Road, Suite F
Lexington, South Carolina 29072
803-359-3200
803-359-6682 fax

RECEIVED
OCT 9 2006
LEXINGTON COUNTY
DEPARTMENT

October 4, 2006

John Fechtel
Director of Public Works
County of Lexington
440 Ball Park Road
Lexington, SC 29072-2240

Re: Reconsideration of Paving a Portion of Vera Road

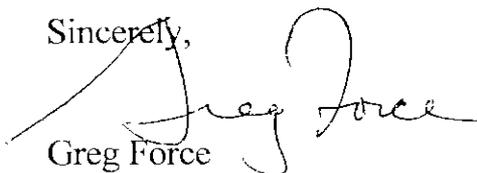
Dear Mr. Fechtel:

As you are aware, several years ago Vera Road was approved for paving utilizing C-Funds. Due to Right-of-Way problems, primarily from the Railroad, this project was dropped. Since this project was dropped, six additional businesses have located on the unpaved portion of Vera Road.

To improve the condition of the road, we put milled asphalt down in 2002, which the County has been maintaining. The attached summary sheet was prepared to provide some general details regarding development along Vera Road over the past five years.

In the past there have been some Right-of-Way issues with the property owners on the east side of Vera Road. During a meeting with the Public Works Department, it was brought to our attention that acquiring a 50-foot Right-of-Way was the main requirement for paving Vera Road. Once informed of this, all of the property owners on the west side of the road agreed to give the County the necessary Right-of-Way for paving. Therefore, all of the property owners on the west side of Vera Road respectfully request county council to reconsider paving the unpaved portion of Vera Road that fronts our businesses.

Sincerely,


Greg Force

OCT 09 2006

LEXINGTON COUNTY
ENGINEERING DEPARTMENT

Vera Road

The Town of Lexington began annexing property along Vera Road in 2001.

Vera Road was the third most problematic road according to the responses that the Town of Lexington traffic committee received from their Dec 31, 2004 traffic issues questionnaire.

Total length of road is ~ 2,000 feet

~1,400 feet (70%) paved but in poor condition with numerous large pot holes and ~600 feet (30%) unpaved one lane road

17 property owners/14 within the Town of Lexington (2-residential & 1-commercial in the County)

4 residential homes and 21 commercial businesses

Daily traffic volume is estimated at 500 cars per day:

~ 94 employees with ~150 employee/company vehicles

~2 to 3 deliveries per day from 18 wheelers

~ 15 to 20 deliveries per day from courier delivery trucks (Fed Ex, UPS, etc)

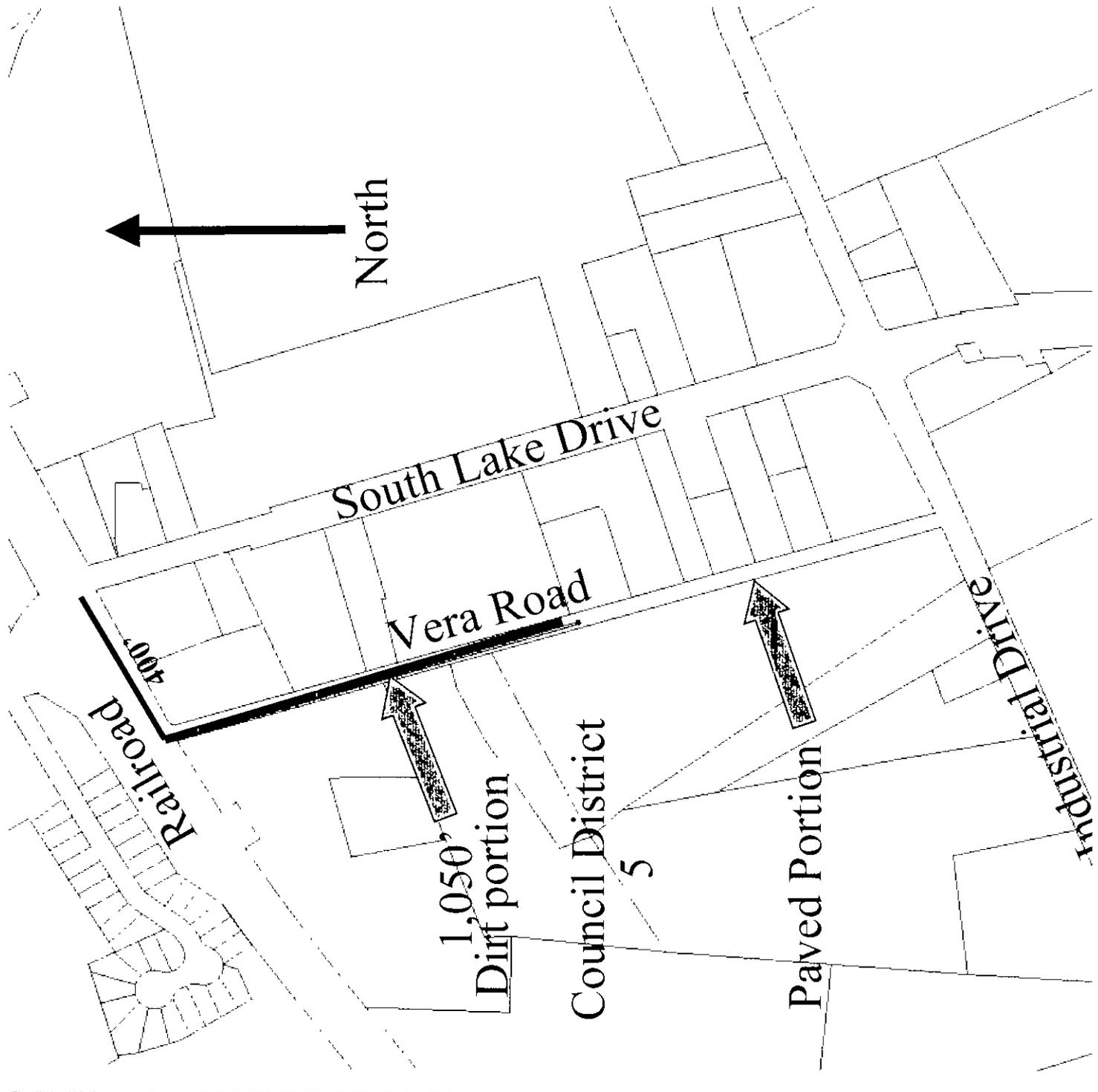
~50 business clients/retail customers per day

Often used as a short-cut around the Highway 6/Industrial Road intersection.

76% growth within the past 5 years and 52% growth within the past 1.5 years

There is a 90 degree "blind curve" on the unpaved one lane portion of the road.

In September 2002 milled asphalt was purchased for the County to place on the unpaved portion of Vera Road.



North

South Lake Drive

Vera Road

Railroad
400'

1,050'
Dirt portion

Council District
5

Paved Portion

Industrial Drive

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

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Y

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

COUNTY OF LEXINGTON, SOUTH CAROLINA

RESOLUTION

THE COUNCIL FOR THE COUNTY OF LEXINGTON, SOUTH CAROLINA, MEETING IN GENERAL SESSION THE 24TH DAY OF OCTOBER, TWO THOUSAND AND SIX, ADOPTED THE FOLLOWING:

WHEREAS, Solicitor Donald V. "Donnie" Myers began his service to the citizens of Lexington County on November 22, 1976 and has held that position for thirty years; and

WHEREAS, Solicitor Myers has been reelected seven times by the citizens of Lexington County who recognize his outstanding skill and dedication; and

WHEREAS, Solicitor Myers has worked tirelessly to support and serve those citizens who were victims of violent and other crimes; and

WHEREAS, Solicitor Myers has successfully pursued death sentences against more murder defendants than any other solicitor in modern history during his tenure; and

WHEREAS, Solicitor Myers has earnestly worked to support law enforcement and oversee the prosecution of hundreds of thousands of criminal cases; and

WHEREAS, Solicitor Myers has led the state in establishing new and innovative programs such as Pre-Trial Intervention, Juvenile Arbitration, and Drug Court; and

WHEREAS, Solicitor Myers initiated the effort to create the South Carolina Commission on Prosecution Coordination to promote professionalism in prosecution and served as the first Chairman; and

WHEREAS, Solicitor Myers has served nationally as a board member and speaker for the National District Attorneys' Association bringing recognition and distinction to the State of South Carolina and the County of Lexington.

NOW, THEREFORE, BE IT RESOLVED that Lexington County Council expresses its heartfelt appreciation and gratitude to SOLICITOR DONALD V. "DONNIE" MYERS for his invaluable service and dedication to Lexington County and its citizens for the past thirty years and our best wishes as he continues to serve with distinction

M. Todd Cullum, Chairman

Joseph W. "Joe" Owens, Vice Chairman

James E. "Jim" Kinard, Jr.

William C. "Billy" Derrick

George H. "Smokey" Davis

Debra B. "Debbie" Summers

Bobby C. Keisler

Johnny W. Jeffcoat

John W. Carrigg, Jr.

ATTEST:

COUNTY OF LEXINGTON, SOUTH CAROLINA

RESOLUTION

THE COUNCIL FOR THE COUNTY OF LEXINGTON, SOUTH CAROLINA,
MEETING IN GENERAL SESSION THE 24TH DAY OF OCTOBER, TWO
THOUSAND AND SIX, ADOPTED THE FOLLOWING:

WHEREAS, 2006 marks the 27th anniversary of the establishment of Palmetto Health Hospice, which was the first licensed hospice in South Carolina; and

WHEREAS, Palmetto Health Hospice is accredited by the Joint Commission on Accreditation of Healthcare Organizations, licensed by the South Carolina Department of Health and Environmental Control, Medicaid and Medicare Certified, a member of the National Hospice Organization and a member of the Hospice for the Carolinas; and

WHEREAS, each year, approximately 2,000 patients within 22 counties in South Carolina receive end-of-life care from Palmetto Health Hospice; and

WHEREAS, hospice care allows patients and families to receive professional medical services, pain and symptom control, and emotional and spiritual support, in their home of choice; and

WHEREAS, hospice creates a compassionate atmosphere where patients are able to die with dignity, wherever they call home, surrounded and supported by loved ones, familiar friends, and committed caregivers; and

WHEREAS, professional and compassionate hospice staff and volunteers - including physicians, nurses, social workers, therapists, and clergy - provide comprehensive care and attend to the particular needs and wishes of each patient, and family members and friends also receive counseling and bereavement care that help them cope with the loss of a loved one; and

WHEREAS, providing high-quality hospice care reaffirms our belief in the essential dignity of every person, regardless of age, health, or social status, and that every stage of human life deserves to be treated with the utmost respect and care; and

WHEREAS, the observance of Palmetto Health Hospice 27th Anniversary is an opportunity to recognize the professionals, volunteers, and family caregivers who take on the challenge of caring for patients at the end of life.

NOW, THEREFORE, BE IT RESOLVED that we, the members of Lexington County Council, do hereby recognize November 2006 as the **27th Anniversary of Palmetto Health Hospice** and encourage citizens to increase their awareness of the importance and availability of hospice services and to observe this month with appropriate activities and programs.

M. Todd Cullum, Chairman

Joseph W. "Joc" Owens, Vice Chairman

James E. "Jim" Kinard, Jr.

William C. "Billy" Derrick

George H. "Smokey" Davis

Debra B. "Debbie" Summers

Bobby C. Keisler

Johnny W. Jeffcoat

John W. Carrigg, Jr.

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

October 24, 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

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:

- Buck Truett - Term expires 12/31/06 - Not eligible for reappointment
- 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
P.O. 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



cc: Todd



LRADAC

The Behavioral Health Center of The Midlands

October 6, 2006

The Honorable M. Todd Cullum
Chairman
Lexington County Council
212 S. Lake Drive
Lexington, South Carolina 29072

Dear Councilman Cullum:

Attached is a Board/Commission Nomination form for Mr. Timothy James to be considered to replace Ms. Anida Mims whose appointment expires December of this year.

LRADAC, The Behavioral Health Center of the Midlands would be honored to have Mr. James as a member of our Board of Directors. He brings to the table years of experience in Law Enforcement and he has worked on a number of projects with our agency in that capacity.

Mr. James is also very familiar with the county alcohol and drug mission. He would certainly be an asset to us and to the citizens of Lexington County in our combined mission of prevention, intervention and treatment of alcohol and other drugs.

If you have any questions concerning this nomination, please let me know.

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



BIOGRAPHY
TIMOTHY M. JAMES
DIRECTOR OF PUBLIC SAFETY
LEXINGTON MEDICAL CENTER

Timothy M. James began his law enforcement career in 1983 as a Dispatcher and Jailer with the Cayce Department of Public Safety.

James currently serves as the Director of Public Safety for Lexington Medical Center where he manages Homeland Security and Law Enforcement operations for the Hospital District.

Prior to his employment with Lexington Medical Center, James served as Assistant Sheriff of Lexington County under Sheriff James R. Metts. In June 1999 after James established a reputation as an innovative law enforcement administrator while serving as Director of the Cayce Department of Public Safety. In addition to serving as Assistant Sheriff, Lexington County Council appointed James to also serve as Director of Public Safety overseeing the daily operations of County Communications, Emergency Medical Services, Fire Service, and Emergency Preparedness/Homeland Security.

James earned a Bachelor of Arts Degree in Criminal Justice and is also a graduate of the Federal Bureau of Investigation National Academy, the Carolina Command College as well as the JFK School of Government at Harvard University.

James is an active member of many law enforcement and civic organizations and presently serving as the President of the South Carolina Law Enforcement Officers Association.

While serving as a law enforcement administrator, James has promoted Community Oriented Policing, which achieved his agency with state awards to include: the *BellSouth Excellence in Law Enforcement*, *South Carolina Municipal Achievement*, and two State Crime Prevention awards.

James is a lifelong resident of Cayce, where he and his wife, Patti, are raising their daughters, Taylor and Megan. He and his family are active members of Trinity Baptist Church, where he serves as a Deacon.

LEXINGTON COUNTY COUNCIL
BOARD/COMMISSION NOMINATION FORM

Name of Board/Commission: LRADAC

Nominee: TIMOTHY M. JAMES

Address: 304 MOSS TREE COURT W. COLUMBIA

Employed by: LEXINGTON COUNTY HEALTH SERVICES DISTRICT

Address: 2720 SUNSET BLVD. W. COLUMBIA 29169

Home Telephone: (803) 796-4174 Business Telephone: (803) 791-2111

Mobile Phone: (803) 309-0140 Beeper Number: (803) 698-0901

Fax Number: (803) 791-0816

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

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

SEE ATTACHED BIO

Submitted by: _____ Lexington County Council

Council District Number: _____ Telephone 803-785-8103

Date: _____ FAX - 803-785-8101

COUNTY OF LEXINGTON

Procurement Services

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

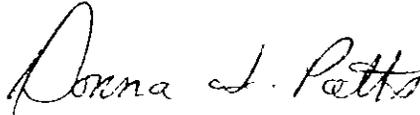
DATE: October 16, 2006

TO: Katherine Doucett
County Administrator

THROUGH: Sheila R. Fulmer, CPPB
Procurement Manager



FROM: Donna J. Potts, CPPB
Procurement Officer



SUBJECT: Computer Room Uninterruptible Power Supply (UPS) Upgrade –
Information Services

We have received a purchase request for one (1) Dell Uninterruptible Power Supply (UPS) and two (2) Dell Power Modules for Information Services. The UPS will provide two critical functions in support of the IT devices located in the computer room (see attached memorandum from Jim Schafer). The equipment will be purchased directly from the manufacturer (Dell Computers) through the South Carolina State Contract #05-S6656-A11104.

The cost of this equipment is \$5,159.36 including applicable sales tax.

Funds are appropriated in the following accounts:

1000-102100-5A6026 – Information Services - (1) UPS Frame w/2 Batteries	\$2,084.45
1000-102100-5A7026 – Information Services - (2) UPS 4KVA Power Modules	\$3,074.91

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 24, 2006.

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

MEMORANDUM

RECEIVED
PROCUREMENT SERVICES
2006 OCT-12 PM 3:52

DATE: 10/11/2006
TO: SHEILA FULMER, PROCUREMENT MANAGER
FROM: JIM SCHAFER, INFORMATION SERVICES DIRECTOR 
RE: COMPUTER ROOM UNINTERRUPTIBLE POWER SUPPLY (UPS) UPGRADE

The Computer Room UPS provides two critical functions in support of the IT devices located there. First, it "conditions" the power going to all the devices. This means that the power coming into the computer room is filtered in such a way that power surges, power sags or "brown outs" are "smoothed out." The power conditioning by the UPS prevents sensitive IT equipment from unplanned shut down or from damage to circuit boards and other components.

Second, the UPS provides a source of emergency power from batteries for short periods between a commercial power outage and the restoration of commercial power or the start of emergency generator power. It also provides several minutes of protection should the emergency generator fail to come on or stay on. The availability of emergency generator power means that the amount of time required for batteries to supply power is reduced. However, emergency generator power is susceptible to fluctuations that must be conditioned.

Funds were appropriated in the FY 06/07 budget to upgrade key components of our computer room UPS. The UPS as currently configured is using about 90% of capacity for power conditioning and has about 10 minutes worth of battery power. This upgrade will get us to a usage of around 50% for power conditioning and up to 15 minutes worth of battery power.

The current APC Symmetra Power Array UPS system is "modular." This means it can be enlarged by adding more components. The budgeted upgrade would be accomplished through the acquisition of two additional 4kVA power modules and one additional UPS frame with two batteries, expandable to four (in the future). These components are available through Dell, under state contract. Funds are available in the following accounts:

Account Number	Account Name	Amount	Item Requested	Amount
1000-102100-5A6026	(1) UPS Frame w/ 2 Batteries	\$2,085	Symmetra NR Frame w/ 2 Lead Acid Batteries	\$2,084.45
1000-102100-5A7026	(2) UPS 4kVA Power Modules	\$3,075	(2) Symmetra 4kVA Power Modules	\$3,074.91
Total Project		\$5,160		\$5,159.36

Approval of this purchase is requested.

COUNTY OF LEXINGTON

Procurement Services

MEMORANDUM

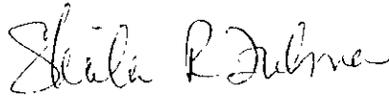
(O) 785-8319

(F) 785-2240

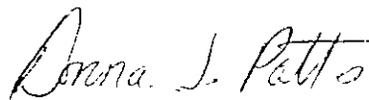
DATE: October 12, 2006

TO: Katherine Doucett
County Administrator

THROUGH: Sheila R. Fulmer, CPPB
Procurement Manager



FROM: Donna J. Potts, CPPB
Procurement Officer



SUBJECT: Gateway Computers and Monitors - Library Services

We have received a purchase request for twenty-four (24) Gateway computers and monitors for Library Services. Back in FY 2000, all the public libraries in South Carolina received funds from the Gates Foundation through the State Library to purchase computers for use by the public. The Foundation has now provided the libraries with another round of funding to purchase new hardware to replace the original computers. As with the original grant, all of the funds must be used for public access computers. The Libraries share of the grant is \$37,779.06, which was received on September 8, 2006.

These machines will have the latest versions of Microsoft Office 2003 and Front Page as well as a number of educational software programs for children. All branches in the system will receive these new computers. The computers and monitors will be purchased directly from the manufacturer (Gateway) through the South Carolina State Contract #05-S6656-A11318.

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

The cost of the computers and monitors is \$36,989.76 including applicable sales tax.

Funds are appropriated in the following account:

2350-230099-5A7390 – Gates Library Initiative - (24) Computers with Monitors \$36,989.76

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 24, 2006.

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

COUNTY OF LEXINGTON

Procurement Services

MEMORANDUM

(O) 785-8319

(F) 785-2240

DATE: October 9, 2006

TO: Katherine Doucett
County Administrator

THROUGH: Sheila R. Fulmer, CPPB
Procurement Manager



FROM: Donna J. Potts, CPPB
Procurement Officer



SUBJECT: Hewlett Packard Printers – Magistrate Court Services

We have received a purchase request for fifteen (15) Hewlett Packard Printers from Magistrate Court Services for the Judicial Case Management System. The printers will be purchased directly from Applied Data Technologies through the South Carolina State Contract #05-S6656-A11230.

The Case Management System requires that printers used in Magistrate Courts have true duplex printing options. The cost of each printer includes additional paper trays and an envelope feeder. Twelve (12) printers will be placed in Magistrate Districts 1-6, Bond Court, Traffic Court, CDV Court, the Judicial Center and the Lexington County Summary Court Center. The additional three printers will be utilized by the Clerk of Court, Information Services and for training of the State Case Management System.

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

The total cost including applicable sales tax is \$15,693.30.

Funds are appropriated in the following account:

1000-149000-5A7169 – Judicial Case Management System – (15) Duplex Printers - \$15,693.30

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 24, 2006.

copy: Larry Porth, Director of Finance/Assistant County Administrator
Judge Reinhart, Chief Magistrate
Ed Lewis, Chief Court Administrator, Magistrate Court
Jim Schafer, Director of Information Services

COUNTY OF LEXINGTON

Procurement Service

MEMORANDUM

Phone: 785-8319

Fax: 785-2240

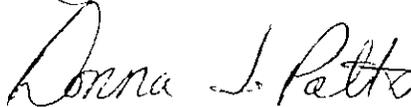
DATE: October 12 2006

TO: Katherine Doucett
County Administrator

THROUGH: Sheila R. Fulmer, CPPB
Procurement Manager



FROM: Donna J. Potts, CPPB
Procurement Officer



SUBJECT: 911 Telephone System Upgrade Project - Public Safety/911 Communications – Sole Source

We received a purchase request and recommendation from Nikki Rodgers, Public Safety Communications Coordinator, for the purchase of 911 Telephone System Upgrade Project for the Administration Building, Sheriff's Department, Batesburg-Lesville, Cayce, and the West Columbia Police Departments. This program will allow all Public Safety Answering Point (PSAP) systems to be upgraded to the current versions of 911 equipment and software.

The 911-telephone system equipment has been deemed a sole source through Bellsouth Business Systems as they provided and installed the existing equipment.

It is our recommendation to award this purchase as follows

The 911-telephone system will be purchased through Bellsouth Business Systems at a cost of \$623,234.62. The 911 console upgrade will be purchased directly from the manufacturer (Motorola Incorporated) through the South Carolina State Contract #OIR2002 01 at a cost of \$432,690.17. The seventeen (17) monitors will be purchased directly from the manufacturer (Dell Computer) through the South Carolina State Contract #05-S6656-A11104 at a cost of \$3,940.25. The five (5) printers will be purchased directly from the manufacturer (Hewlett Packard) through the South Carolina State Contract #05-S6656-A11230 at a cost of \$4,234.70. Emergency Service Integrators (ESI) Acquisitions, Incorporated will provide the integration of the equipment and system under contract # P99010-06/09/99H at a cost of \$1,339.00. The total cost of this project is \$1,065,438.74 including installation, shipping and applicable sales tax.

Funds are appropriated in the following accounts:

2605-131300-520702 - PS Emergency Telephone System 911 Technical Currency & Support	\$ 1,339.00
2605-131300-5A6208 - PS Emergency Telephone System 911 (1) Monitor Replacement	\$ 3,940.25
2605-131300-5A7285 - PS Emergency Telephone System 911 911 Console Upgrade	\$432,690.17
2605-131300-5A7286 - PS Emergency Telephone System 911 Telephone System Upgrade	\$627,469.32

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 24, 2006

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

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



COUNTY OF LEXINGTON, SOUTH CAROLINA

Community Development

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

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

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: [Handwritten Signature] Printed Name: Joe Mergo, III

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

05/09/06	Application Received
08/03/06	Newspaper Advertisement
08/07/06	Notices Mailed

05/09/06	Fee Receipted
8/7/06	Property Posted
9/21/06	Planning Commission

Planning Commission Recommendation: 6-0 Denied

05/23/06	First Reading	8/22/06	Public Hearing	10/10/06	Second Reading		Third Reading
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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 4 columns: Date, Action, Date, Action. Rows: 05/04/06 Application Received, 08/03/06 Newspaper Advertisement, N/A Fee Received, 9/21/06 Planning Commission

Planning Commission Recommendation: 6-0 Approval

Table with 4 columns: Date, Action, Date, Action. Rows: 5/23/06 First Reading, 8/22/06 Public Hearing, 10/10/06 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

R1	R2	R3	D	RA	RD	LC	C1	C2	ID	IR	ACTIVITIES
			✓	✓	✓				✓	✓	Animal Operations
✓			✓	✓	✓			✓	✓	✓	Fancier's Kennel/Cattery
			✓	✓	✓			✓	✓	✓	Kennels, Catteries, and Stables
				✓	✓			✓	✓	✓	Veterinarian
				✓	✓				✓	✓	Zoos

Chapter 2. General Requirements

22.02 Chart of Permitted Access by Street Classification

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

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

LA	LC	LL	REG	RES	REI	LL & Max. Limits	ACTIVITIES
✓	✓	✓					Animal Operations
✓	✓	✓					Fancier's Kennel/Cattery
✓	✓	✓					Kennels, Catteries, and Stables
✓	✓	✓					Veterinarian
✓	✓	✓					Zoos

Chapter 3. Buffering Restrictions

23.50 Chart of Buffering Restrictions

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

23.51 General Rules

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

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

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

23.52 Special Rules

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

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

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

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

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

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

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

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

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

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

ACTIVITIES			HEIGHT	BUFFER	SETBACKS: from		SCREENING	
			(#/ft)		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

curies, 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: _____

Printed Name: Charles M. Compton

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

06/09/06	Application Received
8/3/06	Newspaper Advertisement

NA	Fee Received
9/21/06	Planning Commission

Planning Commission Recommendation: _____

6-0 Approval

6/20/06	First Reading	8/22/06	Public Hearing	10/10/06	Second Reading		Third Reading
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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.



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 # **M06-14**

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

146 & 153 Banbury Rd.: 158, 161, 165, & 234 St. Andrews Rd.

Zoning Classifications: (Current) Low Density Residential (R1) (Proposed) Neighborhood Commercial (C1)

TMS#: 002817-04-008, 009 & 010, 05-015, 07-001 & 002; 002822-03-001 Property Owner: Multiple

Reason for the request: Two property owners currently have home-based businesses and would like to be able to put up business signs; one property owner wants to sell property as commercial use; two property owners would like to continue to live there but think rezoning would enhance property value; and one property owner has been unable to sell house as zoned, is currently renting the house, and would like to sell as commercial property.

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: 10/6/2006 Applicant: Owner Agent

Phone #(s): work 803-561-0300 cell 803-351-8714

Signature: Gary R. Smith Printed Name: GARY R. SMITH

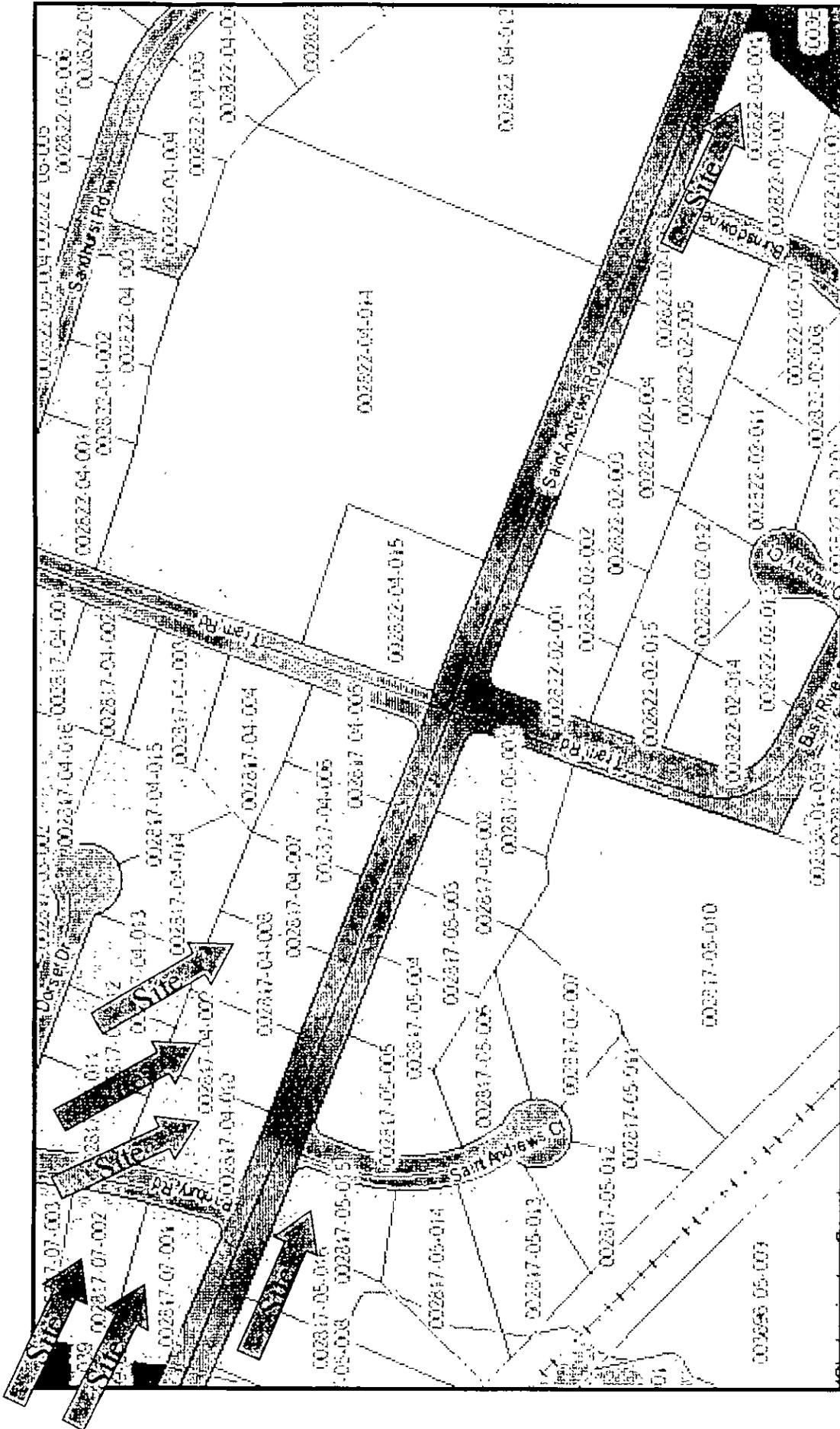
Street/Mailing Address: 161 St. Andrews Road, Columbia, SC 29210

10/6/06	Application Received
	Newspaper Advertisement
	Notices Mailed

10/6/06	Fee Received
	Property Posted
	Planning Commission

Planning Commission Recommendation: _____

<u>10/24/06</u>	First Reading	Public Hearing	Second Reading	Third Reading
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ZONING MAP AMENDMENT REQUEST #M06-14

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

ORDINANCE NO. 06-14

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

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

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

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

WHEREAS, the expansion of the Park shall include two (2) tracts of real estate ("Property") which is located within the City of Cayce, South Carolina ("Cayce"); and

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

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

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

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

(2) That the Agreement Concerning Distribution of Fee-in-Lieu of Taxes for SCANA Services Inc. or its Successors and Assigns shall be entered into by the County and that the Chairman of Lexington County Council is hereby authorized to execute and deliver said agreement in substantially the same form as is now before Council.

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

LEXINGTON COUNTY, SOUTH CAROLINA

(SEAL)

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

ATTEST:

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

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

STATE OF SOUTH CAROLINA)
)
)
 COUNTY OF LEXINGTON)
 COUNTY OF CALHOUN)

AMENDMENT OF AGREEMENT
 OF JOINT COUNTY INDUSTRIAL PARK
 OF LEXINGTON AND CALHOUN
 COUNTIES

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

RECITALS

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

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

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

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

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

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

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

3. **Amendment to the Agreement.** As of the date of this Amended Agreement, the Agreement, as previously amended, is hereby further amended, in accordance with Section 3 of the Agreement, so as to expand the Park premises in Lexington County by the addition of two (2) tracts of real estate, said real estate comprising a project which is subject to a fee-in-lieu agreement between Lexington County and SCANA Services, Inc. dated _____, 2006. Said tracts are described on Exhibit A attached hereto, the description of which may be clarified by agreement of the parties.

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

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

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

WITNESS our hands and seals this _____ day of _____, 2006.

[SIGNATURES ON FOLLOWING PAGES]

**EXECUTION PAGE
TO**

AMENDMENT OF AGREEMENT FOR JOINT COUNTY INDUSTRIAL PARK

LEXINGTON COUNTY COUNCIL:

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

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

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

CALHOUN COUNTY COUNCIL:

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

ATTEST:

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

EXHIBIT A
LAND DESCRIPTION

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

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

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

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

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

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

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

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

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

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

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

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

WITNESSES (as to the City):

(Witness)

(Witness)

CITY OF CAYCE (Seal)

By: _____
(Signature)

Its: _____

Date: _____

WITNESSES (as to the County)

(Witness)

(Witness)

COUNTY OF LEXINGTON (Seal)

By: _____
(Signature)

Its: _____

Date: _____

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, 1995 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:

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 (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:

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 370.347 mills, for such entire 20 year period.

~~(iii)~~(b) 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)~~(iii) 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)~~(iv) 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, as long as the Company remains a tenant in the building. All other sales, transfers, etc. of the Facility require the prior consent of the County. 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 [RESERVED]

~~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

FFE 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.

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 370.347 mills, for such entire 20 year period.

(b) 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.

- (iii) 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.

- (iv) 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, as long as the Company remains a tenant in the building. All other sales, transfers, etc. of the Facility require the prior consent of the County. 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

[RESERVED]

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. Kluters

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

COUNTY OF LEXINGTON, SOUTH CAROLINA

ORDINANCE NO. 06-17

AN ORDINANCE APPROVING THE OPTION AND CONTRACT FOR THE SALE OF CERTAIN REAL PROPERTY FROM THE COUNTY OF LEXINGTON TO AGRICULTURAL ETHANOL PRODUCTS, LLC.

WHEREAS, the County of Lexington owns a tract of land consisting of approximately 175 acres, more or less, located at the Intersection of Windmill Road and Diamond Road, in or near Batesburg-Leesville, South Carolina and being more fully shown on a plat prepared by for Fred A. Rose, by William J. Schumpert, dated July 8, 1999, and recorded in the Office of the Register of Deeds for Lexington County in Slide 536, Plat 1.

WHEREAS, the County has been in discussions with Agri-Ethanol Products, LLC (AEP) in regards to the possible purchase of the subject property from the County of Lexington; and,

WHEREAS, the County expects AEP to make a significant investment in the subject property and employ a significant number of people; 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 AEP for the purposes of industrial development and for the jobs created 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 option and contract attached hereto as Exhibit "A".

Section 2. The Chairman of the Lexington County Council is hereby authorized and directed to execute the option and contract and deliver the deed and any other closing documents

as required in the attached option and contract for the purposes of closing the sale of the subject property.

Enacted this _____ day of _____, 2006.

M. Todd Cullum, Chairman

ATTEST:

Diana Burnett, Clerk

First Reading: _____

Second Reading: _____

Public Hearing: _____

Third & Final Reading: _____

Filed w/Clerk of Court: _____

This Option to Purchase ("Option") is made and entered into on this 4th day of October 2006, by and between Lexington County, South Carolina (hereinafter referred to as "Grantor") and AEP Properties, LLC, a North Carolina limited liability company (hereinafter referred to as "Grantee").

WITNESSETH:

The Grantor, for and in consideration of an option fee in the sum of One Thousand and No/100 Dollars (\$1,000.00) (the "Option Fee") to be held by GRANTOR'S ATTORNEY in its trust account, the receipt and adequacy of which is hereby acknowledged by Grantor, does hereby give and grant unto Grantee, its heirs, successors and assigns, the exclusive right and option to acquire all of the real property together with all improvements located thereon, lying and being near the Town of Batesburg-Leesville, in the County of Lexington, State of South Carolina, and shown as Tract A, which contains approximately 166.78 acres, more or less, and Tract B, which contains approximately 8.84 acres, more or less, to be determined by a survey prepared at Grantee's expense and acceptable to Grantor and Grantee, which is be attached hereto as Exhibit A (the "Property"), on the terms and conditions hereinafter set forth for a purchase price of Five Hundred Five Thousand and no/100 (\$505,000.00) Dollars.

This Option shall be for a period of ninety (90) days (the "Option Period") from the date recited above and shall exist and continue until midnight on the 90th day after the date recited above. Subject to the terms and conditions recited in this Option, Grantee may exercise this Option by hand delivery or deposit of written notice by certified, registered, return receipt requested, or overnight mail, to Grantor's attorney, at 212 S. Lake Drive, Lexington, South Carolina 29072, sent in time for receipt on or before the end of the Option Period or any Option Extension Period (defined below) which the Grantee has obtained from the Grantor. The Option Fee to be paid in the amount of One Thousand and No/100 Dollars (\$1,000.00) shall be considered as a credit against the Purchase Price at the time of Closing.

Grantee may extend this Option for three (3) additional option periods of thirty (30) days each (the "Option Extension Period") by paying to the Grantor One Thousand No/100 Dollars (\$1,000.00) (the "Option Extension Fee") for each Option Extension Period on or before the end of the term of the original Option Period or the then current Option Extension Period. The Option Extension Fees shall be considered a credit against the Purchase Price at the time of Closing.

The Option Fee and Option Extension Fee(s) shall be non-refundable so long as the Grantor does not commit a material breach of the Option or the Contract (defined below).

OTHER TERMS AND CONDITIONS:

1. **Liabilities.** Grantor will convey good and marketable title to the Property to the Grantee by Limited warranty deed, free and clear of all liabilities, liens, claims, encumbrances and other matters adversely affecting title and Grantee's use of the Property other than the "Permitted Exceptions" defined in the Contract and subject to the terms set forth in the Contract.
2. **Contract Preparation.** At the expiration of the Option Period (including any extensions thereof), Grantor and Grantee will sign a contract for the purchase and sale of the Property in form and substance substantially similar to the draft contract attached hereto as Exhibit B (the "Contract") and the parties will use diligence and good faith in finalizing said Contract in a timely manner.

3. Closing. The Closing Date for the conveyance of the Property from the Grantor to the Grantee shall occur no later than one (1) year after the full signing of the Contract by the Grantor and Grantee.
4. Survey & Title; Additional Reports. Grantor will provide Grantee with all current title information and a copy of existing surveys on the Property, as well as any other applicable information related to title and environmental reports in Grantor's possession, within five (5) business days of the full signing of the Option, and until Closing. Grantor will provide updates of said title information, surveys and other applicable information in a timely manner as the Grantor obtains them, but Grantor shall have no obligation to obtain updates of such information and reports.
5. Default. In the event the Grantor fails to convey the Property to the Grantee under the terms and conditions hereof, or the terms and conditions of the subsequent Contract, the Grantee shall have the remedy of specific performance.
6. Right of Access. At any time after the signing hereof the Grantee shall have a right of entry onto the Property for surveying, inspection, and other studies, at Grantee's sole cost and expense. Grantee shall obtain Grantor's written permission prior to conducting a Phase II Environmental Site Assessment or any testing beyond a Phase I Environmental Site Assessment, which shall not be unreasonably withheld. Grantee shall repair any damage to the Property or surrounding properties caused by it or anyone acting on its behalf. Grantee shall indemnify Grantor for any loss, damage and liability caused by any actions by Grantee or any agent or servant of Grantee.
7. Cooperation. The Grantor acknowledges that a number of permits and entitlements need to be obtained by the Grantee for its intended use of the Property. The Grantor agrees that it will cooperate with the Grantee in a timely and commercially reasonable manner and at no expense to the Grantor to assist the Grantee in obtaining the necessary permits and entitlements from the appropriate governmental agencies.
8. Transfer of Option. This Option may be assigned or transferred by Grantee to any of its principal owner(s) or any entity affiliated with Grantee or its principal owner(s)
9. Option is Binding. This Option shall be binding on the successors and/or assigns of Grantee and Grantor.
10. Recording Option. Grantee and Grantor agree this Option, or a memorandum thereof, may be recorded in the office of the applicable Register or Recorder of Deeds.
11. Intent. The parties intend for this Option, once executed, to contain sufficient specificity to obligate the Grantor to the terms hereof and to entitle the Grantee to close on the purchase of the Property at its option. Grantor agrees to execute any and all additional documents necessary to comply with any laws required to enforce this option in the jurisdiction in which the Property is located.
12. Exclusive. During the Option Period and any Option Extension Periods, Seller shall not market, engage in any discussion regarding the sale, lease or other disposition, or entertain or solicit offers for the purchase of, the Property.

In witness whereof, the parties have duly authorized and caused this Option to Purchase to be duly executed, the day and year first above written

BUYER:

GRANTOR

AEP PROPERTIES, LLC

By:

David L. Brady
David L. Brady, President

Date

10/9/2006

STATE OF North Carolina
COUNTY OF Wake

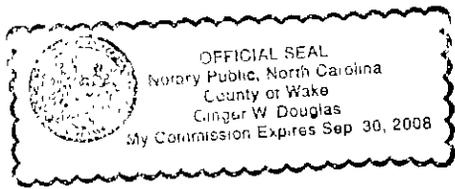
I, the undersigned Notary Public of said county and state, hereby certify that DAVID L. BRADY personally came before me this day and acknowledged that he is President of AEP PROPERTIES, LLC, a North Carolina limited liability company, and that by authority duly given and as the act of the limited liability company, the foregoing instrument was signed in its name by him as its President.

Witness my hand and official stamp or seal, this 10th day of October, 2006

Ginger W. Douglas

Notary Public

My Commission expires: 9-30-2008



STATE OF SOUTH CAROLINA
COUNTY OF _____

I, _____, the undersigned Notary Public of County and state aforesaid, certify that SELLER personally appeared before me this day and acknowledged the due execution of the foregoing instrument for the purposes therein expressed

Witness my hand and Notarial stamp or seal this the ____ day of _____, 2006.

Notary Public

My Commission expires: _____

Exhibit A

Description of Property

All that certain piece, parcel or tract of land, being near the Town of Batesburg-Leesville, in the County of Lexington, State of South Carolina, and shown as Tract A, containing 166.78 acres and Tract B, containing 8.84 acres on plat prepared for Fred A. Rose, by William J. Schumpert, S.C.R.L.S. dated July 8, 1999, recorded in the Office of the Register of Deeds for Lexington County in Plat Slide 536, Plat 1, and having such boundaries and measurements as will more fully appear by reference to said plat.

EXHIBIT B

Draft Purchase Contract

STATE OF South Carolina
COUNTY OF Lexington

AGREEMENT OF PURCHASE
AND SALE

THIS AGREEMENT OF PURCHASE AND SALE ("Agreement") is made and entered into this ___ day of _____, 2006, by and between County of Lexington (hereinafter referred to as Seller) and AEP Properties, LLC, a North Carolina limited liability company (hereinafter referred to as Purchaser)

WITNESSETH:

1. Contract to Purchase. Purchaser hereby agrees to purchase, and Seller hereby agrees to sell and convey, all of that Property described on Exhibit A attached hereto and incorporated herein by reference (the "Property") upon the terms and conditions set out herein.

2. Purchase Price. The purchase price for the Property is Five Hundred Five Thousand Dollars (\$505,000.00) (the "Purchase Price") which shall be paid as provided below.

(a) A payment to Seller of cash or cash equivalent at the signing of this Agreement in the sum of One hundred Thousand and No/100 Dollars (\$100,000.00) (the "Contract Deposit"). If Closing of this transaction as called for in paragraph 9 hereof does not occur due to the breach by Seller hereof or of the Option executed by the parties hereto on the day of _____, 200__, or due to the failure of any conditions listed in Section 3 below, then the Contract Deposit shall be returned to Purchaser; otherwise, this Contract Deposit shall be non-refundable.

(b) The balance of the Purchase Price will be due at Closing in cash or cash equivalent such as bank certified funds or wire transfer.

3. Conditions.

(a) As of the Closing Date, there must be no restriction, easement, zoning or other governmental regulation that would prevent the reasonable use of the Property for the construction and operation of an ethanol producing facility.

(b) All mortgages, liens and other charges against the Property not assumed by Purchaser, must be paid and satisfied by Seller prior to or at Closing such that cancellation may be promptly obtained following Closing. Seller shall remain obligated to obtain any such cancellations following Closing. If there is a defect in the chain of title other than a monetary lien that can be satisfied by the monetary payment, the Seller has no obligation to remedy the defect. In such case, the Purchaser may terminate the contract and the earnest money shall be returned to the Purchaser and there shall be no liabilities to either party.

(c) Possession must be delivered at Closing without any third party tenant in possession or lease encumbrance, and title must be delivered at Closing by general warranty deed, and must be fee

simple marketable title, free of all encumbrances except: *ad valorem* taxes for the current year (prorated through the date of closing); utility easements and un-violated restrictive covenants that do not materially affect the value of the Property, and such other encumbrances as may be assumed or specifically approved by Purchaser

4. Special Assessments. Seller warrants that there are no (i) governmental special assessments, either pending or confirmed of any kind, including but not limited to, for sidewalk, paving, water, sewer, or other improvements on or adjoining the Property, or (ii) Owner's association special assessments, except as follows: None. Seller shall pay any and all such assessments, if any, prior to the Closing.

5. Prorations and Adjustments. Unless otherwise provided, the following items shall be prorated at Closing on a calendar year basis, (a) *Ad valorem* taxes on real property; (b) *Ad valorem* taxes on personal property; and (c) association dues, and other like charges.

6. Closing Expenses. Seller shall pay for (i) preparation of a deed. Purchaser shall pay for recording the deed and for all costs incurred in connection with any purchase-money financing. Purchaser shall pay for any documentary stamps required to record the deed. Neither party is represented by a real estate broker.

7. Evidence of Title. Seller agrees to use its best efforts to deliver to Purchaser within fifteen (15) days of execution of this Agreement copies of all title information in possession of or available to Seller, including but not limited to: title insurance policies, attorney's opinions on title, environmental studies, and surveys.

8. Closing. Closing shall be defined as the date and time of delivery of the deed and the balance of the Purchase Price. All parties agree to execute any and all documents and papers necessary in connection with Closing and transfer of title on or before the date which is one (1) year from the date hereof, at a place designated by Purchaser. This deed is to be made to Purchaser or to a person or persons designated by Purchaser.

9. Assignments. Except as provided below, this Agreement may not be assigned in whole or in part without the written consent of all parties, which shall not be unreasonably withheld, but if assigned by agreement, then this Agreement shall be binding on the assignee and its heirs and successors. Anything herein to the contrary notwithstanding, Purchaser may, without Seller's prior written consent, assign its rights and obligations hereunder in the same manner as provided in the Option.

10. Binding Effect. This Agreement shall be binding upon and shall inure to the benefit of the parties, and their heirs, successors and permitted assigns. As used herein, words in the singular include the plural and the masculine includes the feminine and neuter genders, as appropriate.

11. Survival. If any provision herein contained which by its nature and effect is required to or should be observed, kept or performed after the Closing, it shall survive the Closing and remain binding upon and for the benefit of the parties hereto until fully observed, kept or performed.

12. Environmental. Seller is not aware of any hazardous substances (as hereinafter defined) on the subject property. The subject property is sold AS IS.

(a) Purchaser hereby indemnifies, defends and holds harmless Seller from and against any suits, actions, legal or administrative proceedings, demands, claims, liabilities, fines, penalties, losses,

injuries, damages, expenses or costs, including interest and attorneys' fees, incurred by, claimed or assessed against Seller under any laws, rules, regulations including, without limitation, Applicable Laws (as hereinafter defined), in any way connected with any injury to any person or damage to any property or any loss to Seller occasioned in any way by Hazardous Substances (as hereinafter defined) brought onto the Property after the date of Closing.

(b) Without limiting its obligations under any other paragraph of this Agreement, each party shall be solely and completely responsible for responding to and complying with any administrative notice, order, request or demand, or any third party claim or demand relating to potential or actual contamination on the Property occasioned by Hazardous Substances, in the case of Seller, located at the Property as of the date of Closing and, in case of Purchaser, brought onto the Property after the date of Closing. The responsibility conferred under this paragraph includes but is not limited to responding to such orders on behalf of the other party and defending against any assertion of the other party's financial responsibility or individual duty to perform under such orders. Each party shall assume, as described above, any liabilities or responsibilities which are assessed against the other party in any action described under this paragraph

(c) Definitions.

(i) "Hazardous Substance(s)" shall mean any substance which at any time shall be listed as "hazardous" or "toxic" under the Comprehensive Environmental Response, Compensation and Liability Act ("CERCLA"), 42 U.S.C. §§ 9601 et seq., as amended and the Resource Conservation and Recovery Act ("RCRA"), 42 U.S.C. §§ 6901 et seq., as amended, or in the regulations implementing such statutes, or which has been or shall be determined at any time by any agency or court to be a hazardous or toxic substance regulated under any other Applicable Laws (as hereinafter defined). The term "Hazardous Substance(s)" shall also include, without limitation, hazardous or toxic raw materials, hazardous or toxic building components, the hazardous or toxic products of any manufacturing or other activities on the Property, hazardous or toxic wastes, petroleum products, or special nuclear or by-product material as defined by the Atomic Energy Act of 1954, 42 U.S.C. §§ 3011, et seq., as amended.

13. Utilities. There is no water and sewer available at the subject property.

14. Notices and Payments. Any notice, document or payment required or permitted to be delivered hereunder, shall be deemed to be delivered, whether actually received or not, when deposited in the United States mail, postage prepaid, addressed to the parties at the respective addresses set out below, or at such other address as they shall have specified by written notice:

Seller:

ATTN: _____

cc: _____

Purchaser:

AEP Properties, LLC
ATTN: David L. Brady, President
3209-111 Gresham Lake Road
Raleigh, NC 27615

cc: Thomas J. Wilson
Wilson & Ratledge, PLLC
PO Box 31447
Raleigh, NC 27622

15. Severability. If any term or provision of this Agreement shall, to any extent, be invalid or unenforceable, the remaining terms and provisions of this Agreement shall not be affected thereby, and each term and provision of this Lease shall be valid and enforceable to the fullest extent permitted by law.

16. Entire Agreement, Amendment and Waiver. This Agreement contains the entire agreement between the parties relating to the subject matter hereof and supersedes all prior and contemporaneous negotiations, understandings and agreements, written or oral, between the parties with respect to the subject matter hereof. This Agreement shall not be amended or modified, and no waiver of any provision hereof shall be effective, unless set forth in a written instrument authorized and executed by both parties with the same formality as this Agreement.

17. Memorandum. The parties agree to execute a memorandum or "short form" of this Agreement for recording. The memorandum shall describe the parties, the Property, and the necessary terms of this Agreement of Purchase and Sale, and shall incorporate this Agreement by reference.

18. Law, Jurisdiction, Venue. The terms of this contract shall be interpreted pursuant to the laws of the State of South Carolina. Any litigation that may arise shall be brought in State Circuit Court and venue shall be in Lexington, South Carolina.

IN WITNESS WHEREOF, Seller and Purchaser have executed this Agreement, effective as of the later of the two signatures below.

SELLER

PURCHASER:
AEP PROPERTIES, LLC

By: _____

Print Name and Title

By: _____
David L. Brady, President

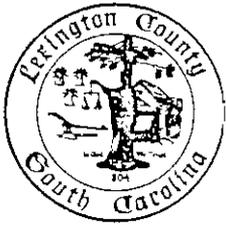
Date: _____

Date: _____

Exhibit A

Description of Property

All that certain piece, parcel or tract of land, being near the Town of Batesburg-Leesville, in the County of Lexington, State of South Carolina, and shown as Tract A, containing 166.78 acres and Tract B, containing 8.84 acres on plat prepared for Fred A. Rose, by William J. Schumpert, S.C.R.L.S. dated July 8, 1999, recorded in the Office of the Register of Deeds for Lexington County in Plat Slide 536, Plat 1, and having such boundaries and measurements as will more fully appear by reference to said plat



COUNTY OF LEXINGTON, SOUTH CAROLINA

Community Development

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

ZONING MAP AMENDMENT APPLICATION # M06-11

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

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

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

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

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

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

Date of Application: 7/7/06 Applicant: Owner [] Agent [X]

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

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

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

Table with 2 columns: Date, Action. Rows: 7/7/2006 Application Received, 10/5/2006 Newspaper Advertisement, 10/6/2006 Notices Mailed

Table with 2 columns: Date, Action. Rows: 7/7/2006 Fee Received, 10/9/2006 Property Posted, Planning Commission

Planning Commission Recommendation:

Table with 4 columns: Date, Action. Rows: 9/26/06 First Reading, 10/24/06 Public Hearing, Second Reading, Third Reading

Results:

STAFF SUMMARY
ZONING MAP AMENDMENT #M06-11

Description of the Amendment: This map amendment request is for a change in zoning classification for TMS# 02799-06-016, 007p/o from General Commercial (C2) to Low Density Residential (R1) These properties are located north of Bush River Road and south of Jimmy Love Lane.

Character of the Area This area is a mix of commercial activities and single family residential. Residential attached units are located nearby on Carriage Lane

Zoning History: This property is in the Seven Oaks/Dutch Fork planning area zoned in 1971/1974 Over the years there have been approximately twenty two map amendments in the area Three of these map amendments involved all or part of the subject property.

Council District: Seven-Councilman John W. Carrigg, Jr

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

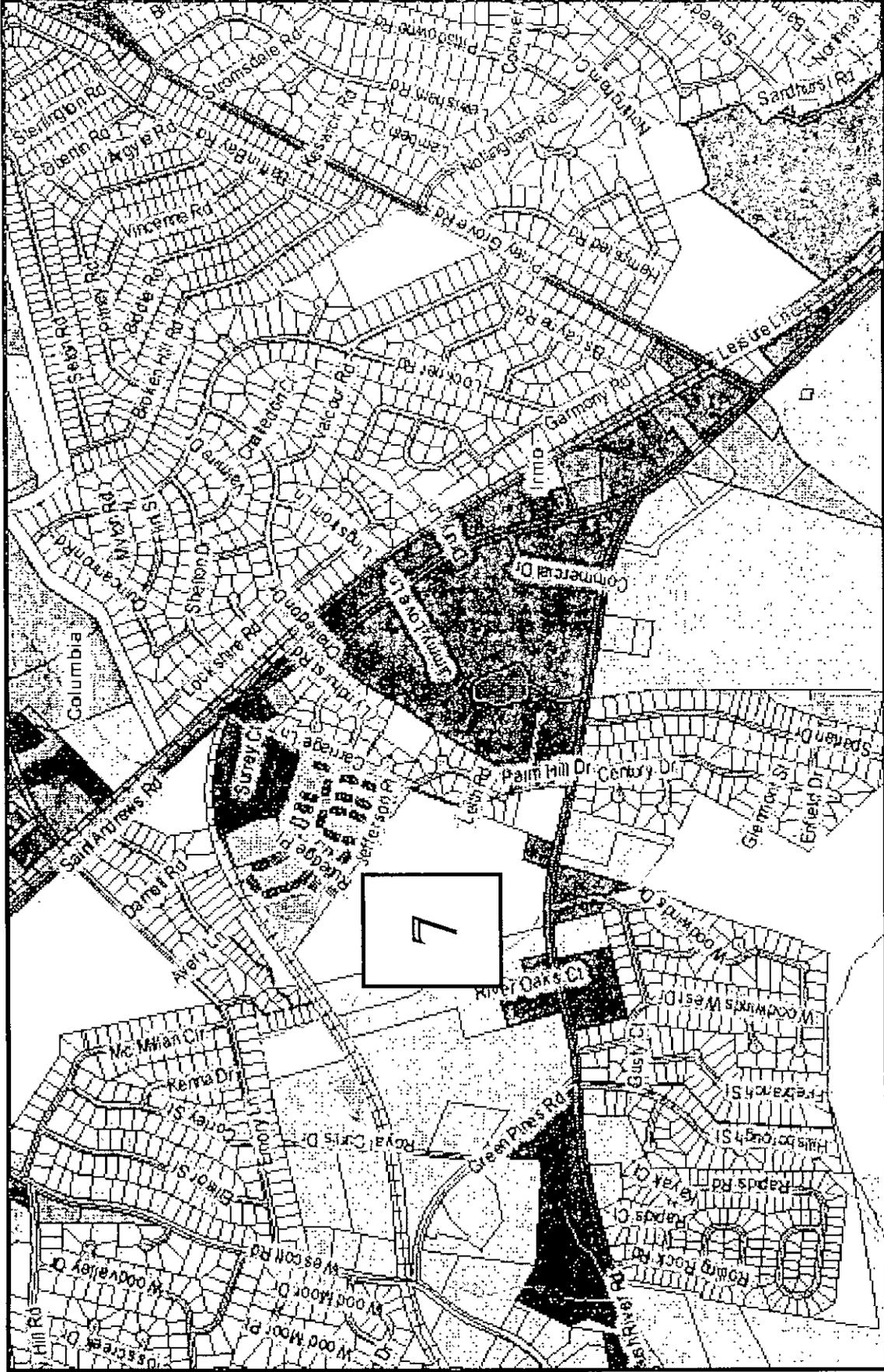


RI	R2	R3	D	RA	RD	LG	C1	C2	ID	IR	ACTIVITIES
			XX	XX	XX				XX	XX	Crops
					XX				XX	XX	Detention Centers
XX	XX	XX	XX	XX	XX	XX	XX	XX	XX	XX	Essential Services (Limited)
	XX	XX	XX	XX	XX			XX	XX	XX	Essential Services (Extensive)
				XX	XX			XX	XX	XX	Food Services
					XX			XX	XX	XX	General Repair and Maintenance 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	Marinas
					XX	XX	XX	XX	XX	XX	Medical Services
					XX				XX	XX	Military Installations
			XX		XX			XX	XX	XX	Mining (Limited)
					XX				XX	XX	Mining (Intermediate)
					XX				XX	XX	Mining (Extensive)
XX	XX	XX	XX	XX	XX	XX	XX	XX	XX	XX	Mini-Parks
					XX				XX	XX	Mini-Warehouses
		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

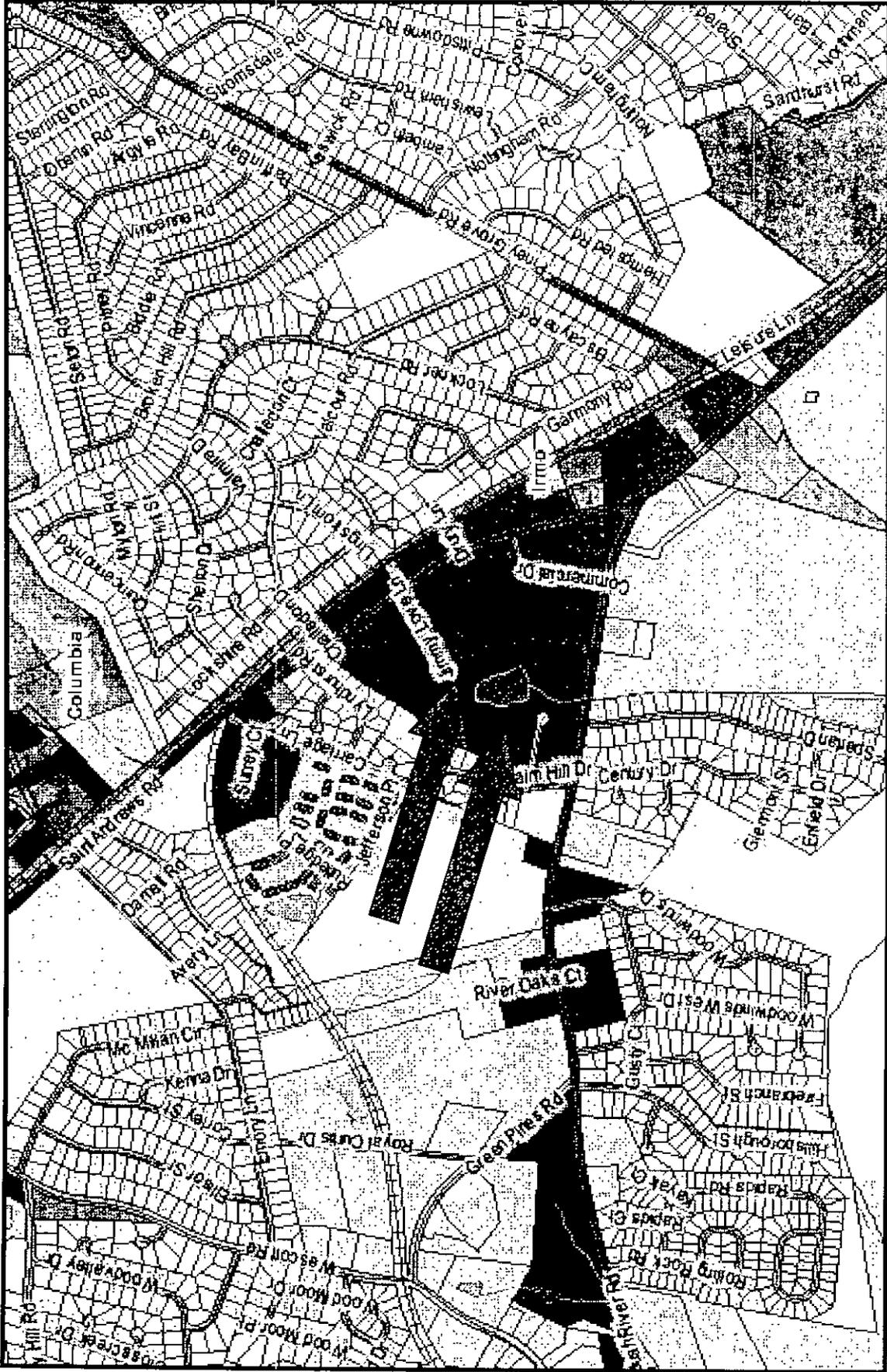


R1	R2	R3	D	RA	RD	LC	C1	C2	ID	IR	ACTIVITIES
					XX				XX	XX	Salvage/Wrecking Yard
					XX				XX	XX	Scrap Operations
					XX		XX	XX	XX	XX	Business Parks
					XX			XX	XX	XX	Shopping Centers
					XX				XX	XX	Industrial Parks
					XX			XX	XX	XX	Towing and Impoundment Lot
					XX			XX	XX	XX	Trade Enterprises
					XX			XX	XX	XX	Transient Habitation
					XX			XX	XX	XX	Transport and Warehousing (Limited)
					XX				XX	XX	Transport and Warehousing (Extensive)
					XX		XX	XX	XX	XX	Transport Services
					XX			XX	XX	XX	Undertaking
XX	Utilities										
					XX			XX	XX	XX	Vehicle Parking
					XX			XX	XX	XX	Vehicle Repair
					XX			XX	XX	XX	Vehicle Sales
					XX		XX	XX	XX	XX	Vehicle Servicing (Limited)
					XX			XX	XX	XX	Vehicle Servicing (Extensive)
				XX	XX			XX	XX	XX	Veterinarian
				XX	XX			XX	XX	XX	Zoos

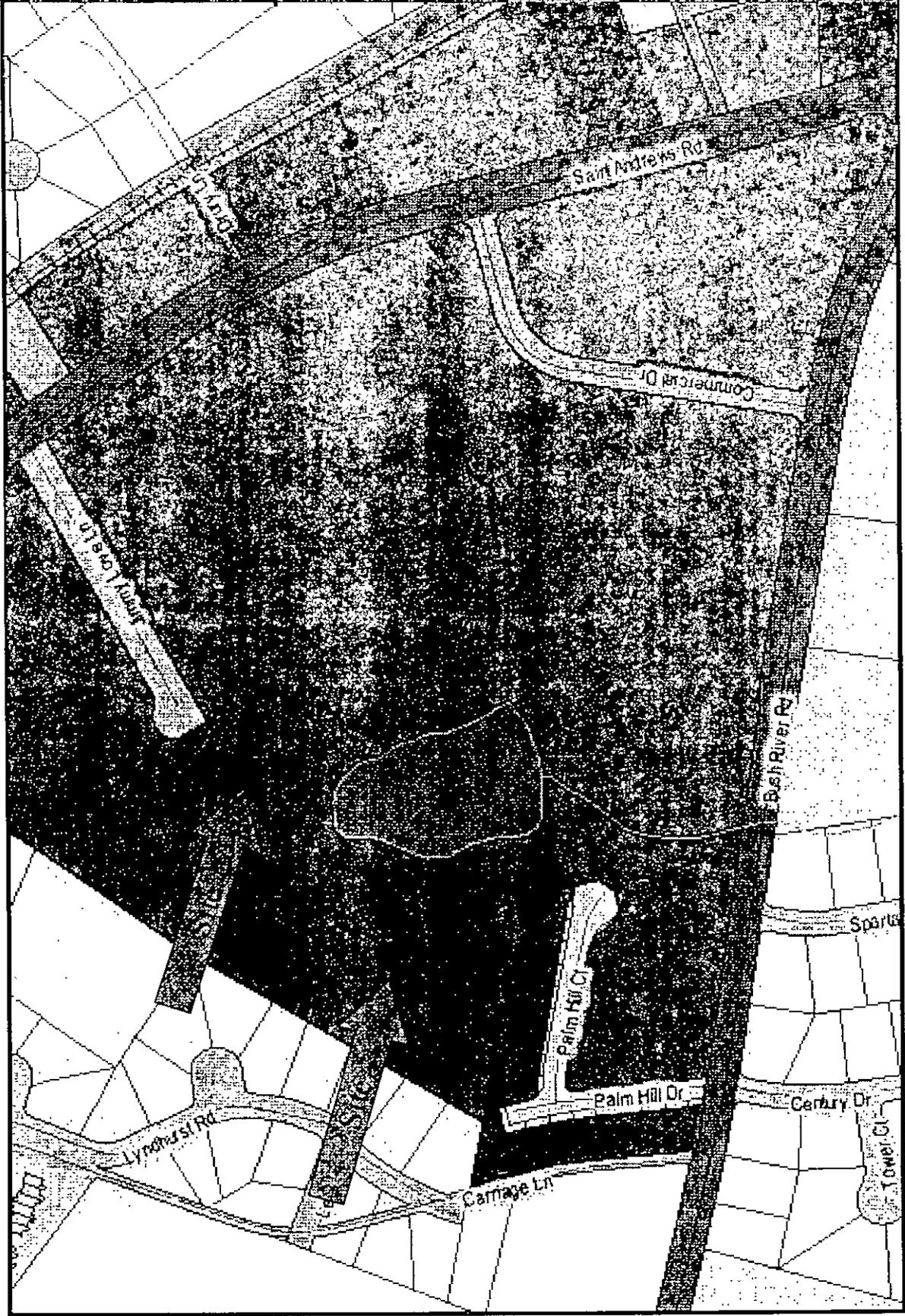
The permitting of this activity in these districts is allowed only if the Group Assembly (Limited) activity is a membership facility owned, operated, and used by the property owners in the surrounding residential area for which the facility is being established.



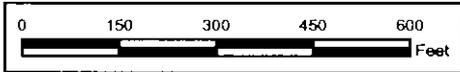
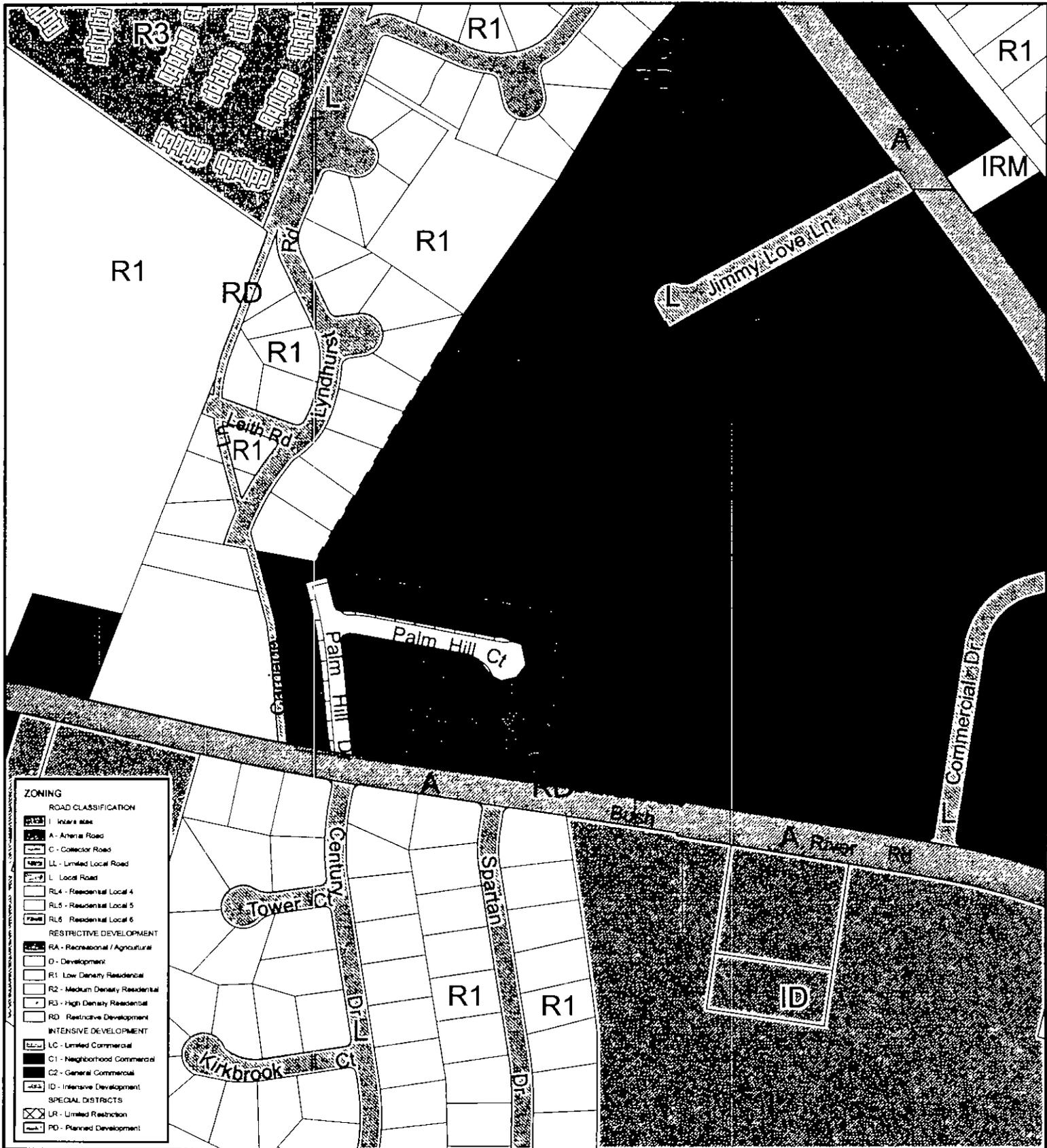
COUNTY COUNCIL DISTRICT MAP



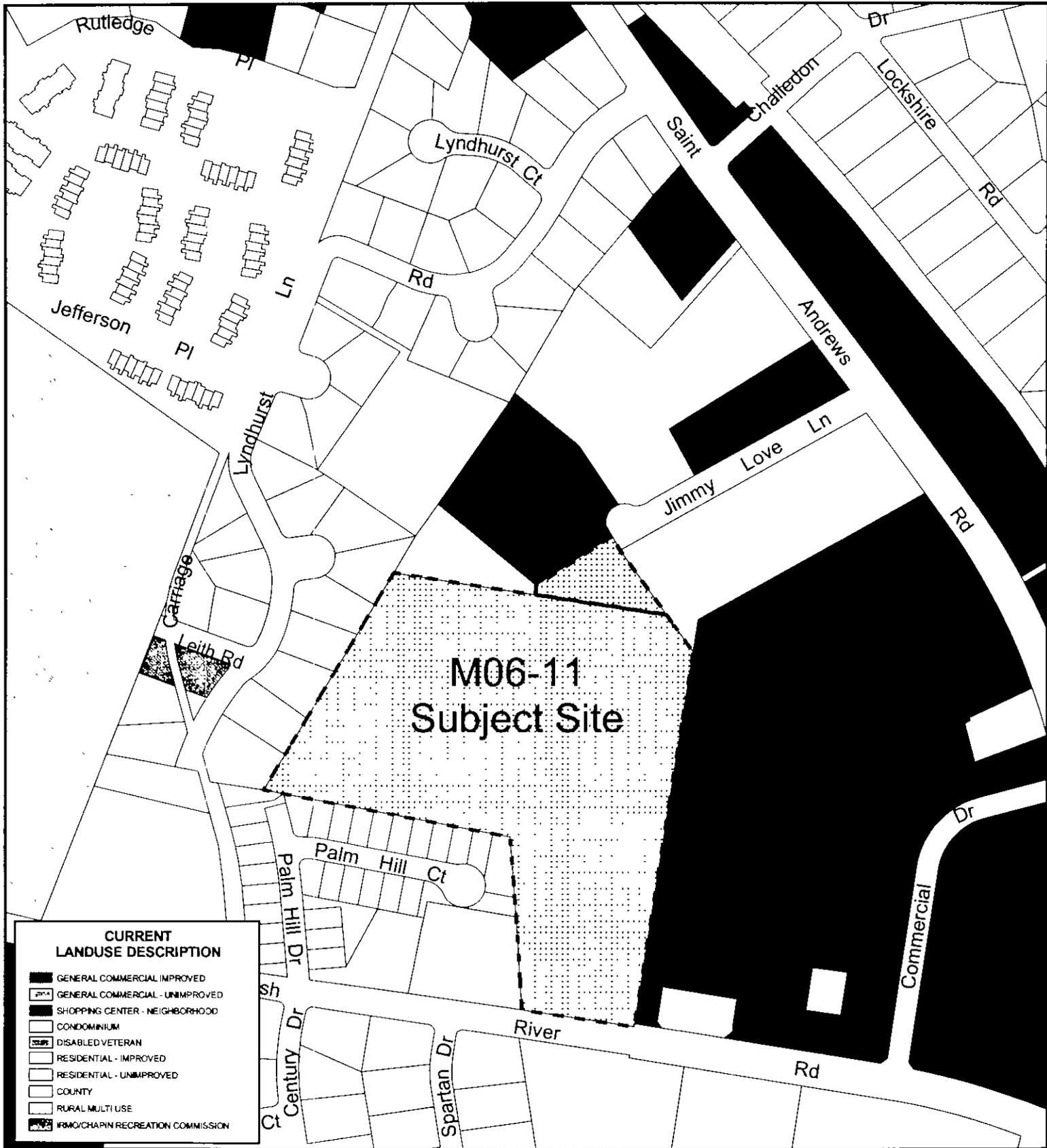
ZONING MAP AMENDMENT REQUEST #M06-11



ZONING MAP AMENDMENT REQUEST #M06-11



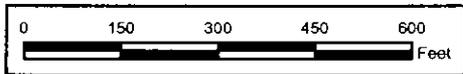
Existing Zoning
Map Amendment # M06-11
TMS # 002799-06-016, 007 p/o



M06-11
Subject Site

CURRENT LANDUSE DESCRIPTION

	GENERAL COMMERCIAL - IMPROVED
	GENERAL COMMERCIAL - UNIMPROVED
	SHOPPING CENTER - NEIGHBORHOOD
	CONDOMINIUM
	DISABLED VETERAN
	RESIDENTIAL - IMPROVED
	RESIDENTIAL - UNIMPROVED
	COUNTY
	RURAL MULTI USE
	KRMQ/CHAPIN RECREATION COMMISSION



**Existing Landuse
Map Amendment # M06-11
TMS # 002799-06-016, 007 p/o**

ORDINANCE NO. 06-09

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

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

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

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

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

Section 1

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

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

Section 2

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

Section 3—Effective Date

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

Enacted this ____ day of _____, 2006.

Chairman, Lexington County Council

Attest:

Diana Burnett, Clerk

First Reading: _____

Second Reading: _____

Public Hearing: _____

Third & Final Reading: _____

Filed w/Clerk of Court: _____

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 d/b/a 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 d/b/a 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 d/b/a 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 Burnette, Clerk

First Reading: _____

Second Reading: _____

Public Hearing: _____

Third & Final Reading: _____

Filed w/Clerk of Court: _____

Notary Public for South Carolina
My Commission expires _____