

**AGENDA**  
**LEXINGTON COUNTY COUNCIL**  
**Committee Meetings**  
**Tuesday, March 13, 2007**  
**Second Floor - County Administration Building**  
**212 South Lake Drive, Lexington, SC 29072**  
**Telephone - 803-785-8103 -- FAX 803-785-8101**

\*Times are tentative and may change depending on the length of each committee meeting

**1:00 p.m. - 1:40 p.m. - Economic Development**

- (1) Project MUN - Economic Development - Al Burns, Director
- (2) Approval of Minutes - Meeting of February 13, 2007.....A
- (3) Old Business/New Business
- (4) Adjournment

**1:40 p.m. - 1:45 p.m. - Planning & Administration**

- (1) Invitation to Participate in CDBG Program and Intergovernmental Cooperative Agreement with the Town of Summit - Community Development - Ronald Scott, Director.....B
- (2) Approval of Minutes - Meeting of February 13, 2007.....C
- (3) Old Business/New Business - Business Registration Ordinance (Goals 2,3)
- (4) Adjournment

**1:45 p.m. - 2:30 p.m. - Justice**

- (1) Highway Safety DUI Enforcement - Sheriff's Department - Sheriff Metts.....D
- (2) Palmetto Pride Enforcement Grant (Goal 3) - Sheriff's Department - Sheriff Metts.....E
- (3) Update - False Alarm Statistics (Goal 1) - Sheriff's Department - Chief Bruce Rucker, Assistant Sheriff and Director of Homeland Security and Lt. David Dannels ..... F
- (4) Case Managers Update (Goal 2) - Solicitor's Office - Ann Hubbard, Director of the Diversion Program ..... G
- (5) Approval of Minutes - Meetings of December 12, 2006 and January 9, 2007 ..... H
- (6) Old Business/New Business
- (7) Adjournment

**2:30 p.m. - 2:45 p.m. - Health & Human Services**

- (1) Approval of Minutes - Meeting of February 13, 2007.....I
- (2) Old Business/New Business – Open Burning Ordinance (Goal 2)
- (3) Adjournment

**2:45 p.m. - 4:05 p.m. - Public Works**

- (1) Pine Plain Road Condemnation - Public Works - John Fechtel, Director .....**J**
- (2) Private Road Discussion - Public Works - John Fechtel, Director ..... **K**
- (3) Road Maintenance Fee Update (**Goals 2,3**) - Public Works - John Fechtel, Director.....**L**
- (4) Victor Road - Public Works - John Fechtel, Director.....**M**
- (5) Approval of Minutes - Meeting of February 13, 2007 .....**N**
- (6) Old Business/New Business – Lawn Mower Exchange
- (7) Adjournment

**4:05 p.m. - 4:08 p.m. - Airport**

- (1) Approval of Minutes – Meeting of December 12, 2006 and January 9, 2007 ..... **O**
- (2) Old Business/New Business – Strategic Meeting
- (3) Adjournment

**4:08 p.m. - 4:11 p.m. - Solid Waste Landfill**

- (1) Approval of Minutes – Meeting of February 13, 2007 ..... **P**
- (2) Old Business/New Business
- (3) Adjournment

**4:11 p.m. - 4:13 p.m. - 208 Plan**

- (1) Approval of Minutes – Meeting of January 23, 2007 ..... **Q**
- (2) Old Business/New Business
- (3) Adjournment

**4:13 p.m. - 4:15 p.m. - Committee of the Whole**

- (1) Approval of Minutes – Meetings of January 23, February 5 and February 13, 2007 .....**R**
- (2) Old Business/New Business
- (3) Adjournment

**Economic Development**

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

**Justice**

B. Banning, Sr., Chairman  
J Kinard, V Chairman  
S. Davis  
B. Keisler  
B. Derrick

**Public Works**

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

**Solid Waste Landfill**

J. Kinard, Chairman  
B. Keisler, V Chairman  
S. Davis  
J. Jeffcoat  
B. Derrick

**Committee of the Whole**

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

**Planning & Administration**

J. Jeffcoat, Chairman  
S. Davis, V Chairman  
D. Summers  
J. Carrigg, Jr.  
B. Banning, Sr.  
B. Derrick

**Health & Human Services**

J. Carrigg, Jr., Chairman  
J. Jeffcoat, V Chairman  
D. Summers  
B. Keisler  
B. Banning, Sr.  
B. Derrick

**Airport**

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

**208 Plan**

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

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

**Tuesday, March 13, 2007**

**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 Hubbard, County Administrator**

**Resolutions..... S**

- (1) Mary Kay Hatchell
- (2) Lexington Conservation District

**Appointments ..... T**

**Bids/Purchases/RFPs**

- (1) Furniture and Shelving for Swansea, South Congaree, and Chapin Libraries - Library Services ..... U
- (2) Personal Protective Kits - Public Safety/EMS ..... V
- (3) Rapid Intervention Team (RIT) Bags and Equipment - Sole Source Procurement - Public Safety/Fire Service ..... W

**Chairman's Report**

**Administrator's Report**

**Approval of Minutes - Meeting of February 13, 2007..... X**

**Committee Reports**

**Justice, B. Banning, Chairman**

- (1) Palmetto Pride Enforcement Grant – **Tab E**

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

- (1) Proposed Additions to the Animal Control Ordinance (**Goals 1,2**) ..... **Y**
- (2) Review of the Outdoor Burning Ordinance (**Goals 2**) ..... **Z**

**Public Works, D. Summers, Chairman**

- (1) Pine Plain Road Condemnation - Public Works - **Tab J**
- (2) Victor Road - Public Works – **Tab M**

**Ordinances**

- (1) Ordinance 07-03 - An Ordinance Amending the Animal Control Ordinance (**Goals 1,2**) ..... **1**
- (2) Ordinance 07-04 - An Ordinance Amending the Outdoor Burning Ordinance (**Goal 2**) ..... **2**

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

- (1) Zoning Map Amendment M07-01 - West Side of Charter Oak Road, Lexington ..... **3**
- (2) Ordinance 07-01 - Authorizing the Execution and Delivery of a Fee Agreement Between Lexington County and SCE&G Company ..... **4**

**Ordinance** – Ordinance 07-01 – Authorizing the Execution and Delivery of a Fee Agreement Between Lexington County and SCE&G Company – Third and Final Reading – (**Tab 4**)

**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 services to citizens of Lexington County.**
- 2. Manage growth to meet needs of Lexington County.**
- 3. Appropriate required funding to meet Strategic Plan.**

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

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

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## MEMORANDUM

TO: Planning and Administration Committee  
Lexington County Council

THROUGH: Katherine Hubbard, County Administrator

FROM: Ronald T. Scott, Community Development Director 

DATE: March 2, 2007

RE: Invitation to Participate in CDBG Program and Intergovernmental Cooperative Agreement with the Town of Summit

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The Town of Summit has submitted a letter requesting an invitation to participate in the County's Community Development Block Grant (CDBG) program. Attached is a draft letter of invitation to the Town of Summit and a draft Intergovernmental Cooperative Agreement. The agreement is in the same format as the ones executed with other participating cities. The agreement was prepared by Staff, reviewed by HUD, and reviewed and agreed upon by the County Attorney.

The deadline for submitting all documentation to the United States Department of Housing and Urban Development (HUD) is not until July 2007. However, it would be best to begin this process as soon as possible.

Upon Council's approval of the invitation to participate in the CDBG program and the Intergovernmental Cooperative Agreement, the Town must accept the invitation and sign the Agreement. Approval of the Agreement will allow the Town to participate in the County's CDBG program effective July 1, 2008.

TOWN OF SUMMIT  
Summit, SC  
803-892-6161

February 27, 2007

The Honorable William C. Derrick  
Chairman, Lexington County Council  
212 South Lake Drive  
Lexington, South Carolina 29072

Dear Chairman Derrick:

On behalf of the Council of the Town of Summit, I am writing to let you know of our interest in the County's Community Development Block Grant Entitlement Program. We would appreciate your consideration of inviting the Town to participate in the remaining year of its requalification term at your next Council meeting. It is our understanding that our inclusion would increase the amount of entitlement Lexington County would receive and feel that our participation would be beneficial for both entities.

Please include the Town of Summit as interested in participating in the CDGB program. If you have any questions, please do not hesitate to contact me at 803-892-5825. Again, thank you for your assistance.

Sincerely,



Rosalyn Reeder  
Mayor, Town of Summit  
310 Old Broad Street  
Leesville, SC 29070

**Intergovernmental Cooperative Agreement  
between the  
County of Lexington and the Town of Summit  
for the  
Community Development Block Grant**

This Intergovernmental Cooperative Agreement being made by and entered into this \_\_\_\_ day of \_\_\_\_\_ 2007, by and between the County of Lexington, a body politic and corporate of the State of South Carolina, and the Town of Summit, an incorporated municipality within the boundaries of the County of Lexington.

**DEFINITIONS**

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

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

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

The "Town" means the Town of Summit, South Carolina.

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

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

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

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

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

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

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

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

## **RECITALS**

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

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

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

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

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

7. The County and the Town will take actions necessary to assure compliance with the County's certification required by Section 104(b) of Title I of the CD Act as amended, including Title VI of the Civil Rights Act of 1964 and the Fair Housing Act of 1974, Section 109 of Title I of the CD Act and other applicable laws.
8. It is understood that Urban County funding is prohibited for activities in or in support of any cooperation unit of general local government that does not affirmatively further fair housing within its own jurisdiction or that impedes the County's action to comply with its fair housing certification.
9. The County and the Town certify that they have adopted and are enforcing: (a) a policy prohibiting the use of excessive force by law enforcement agencies within its jurisdiction against any individuals engaged in non-violent civil rights demonstrations; and (b) a policy of enforcing applicable State and local laws against physically barring entrance to or exit from a facility or location which is the subject of such non-violent civil rights demonstrations within jurisdictions.
10. The County has sole responsibility for preparation and filing of final statements and applications regarding program activities to be undertaken. All projects and programs undertaken by the County and the Town shall implement and further the goals and objectives set forth in the Consolidated Plan established for the County in 2005, and any revisions and extensions thereof.
11. Pursuant to 24 CFR 570.501(b), the Town is subject to the same requirements applicable to subrecipients, including the requirement of a written agreement as described in 24 CFR 570.503, and as such its programs shall be subject to review through its designee, Lexington County Community Development Department, CDBG Division.
12. The County shall administer and distribute all funds received from HUD as a result of CDBG and related grant applications, through its designated agency, Lexington County Community Development Department, CDBG Division, and provide such technical assistance as is necessary to ensure compliance with all provisions of the CD Act and the Housing Act.
13. Any funds received as a result of said CDBG or HOME grant applications will be made available to the parties consistent with the Consolidated Plan, with clear understanding that such distribution will comply with the requirements of Title I of the CD Act and all other appropriate implementing regulations.
14. The parties will take all appropriate legal, administrative and legislative actions necessary to successfully complete all programs included in the application or undertaken with grant funds.
15. The County shall receive, monitor, and distribute all program income generated by all projects and programs operated in the municipalities or the unincorporated areas.

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

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

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

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

**ATTEST**

County of Lexington

Town of Summit

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William C. Derrick  
Chairman, County Council

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Rosalyn Reeder  
Mayor

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 Grant Request Summary Form

Title of Grant: HIGHWAY SAFETY DUI ENFORCEMENT

Fund: Highway Safety DUI Enforcement Department: 151200 LE/Operations  
No. Title No. Title

Type of Summary: Grant Application X Grant Award \_\_\_\_\_

**Grant Overview:** The ultimate goal for the creation of a Driving Under the Influence Traffic Enforcement Unit in Lexington County is to combine resources to effect a positive change in the collision, injury, and arrest rate of traffic and DUI violations. Preliminary statistics for South Carolina reported for the calendar year of 2006 indicate that Lexington County ranks number three (3) in the State for DUI, fatal and/or severe crashes and number six (6) in the State for all other types of traffic related incidents. By consolidating the resources and expanding knowledge and skills to perform DUI traffic enforcement, the quality of enforcing the traffic laws will result in an effort to reduce severe and fatal traffic collisions. The expertise and knowledge gained from the specialized training will enhance the unit's capability by using technologically sound equipment and techniques to collect and process evidence for court cases. The DUI Highway Safety Traffic DUI Enforcement Unit will afford the citizens of Lexington County and the surrounding areas the effective discovery, documentation, and judicial prosecution.

This grant has 9 Officers and 9 fully equipped vehicles on it.

Grant Period: July 1, 2007 to June 30, 2008

Responsible Departmental Grant Personnel: Nandalyn Heaitley, Sheriff's Office Grants Manager

Date Grant Information Released: January 29, 2007 Date Grant Application Due: April 6, 2007

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

Personnel	\$ 447,080.00
Operating	\$ 128,065.00
Capital	\$ 422,215.00
<b>Total</b>	<b>\$ 997,360.00</b>

Local Match Required: Yes  No

If Yes, What is the Percentage / Amount:	90%	\$897,624.00
	10%	\$99,736.00
	%	\$ Amount

**Requirements at the End of this Grant (please explain in detail):**  
 This grant must be applied for annually.

There is no requirements at the end of the grant. DPS said if the grant is running properly and all the reporting is done correctly and on a timely manner, more than likely we will be funded in the coming two years. But they do urge us to continue the grant program once the funding runs out.

1st year - 90/10 split, 2nd year - 75/25 split, and 3rd year - 50/50 split

Dept. Preparer:	NH	3/2/2007
Dept. Approval:	NH	3/2/2007
Finance Approval:	AD	3/2/2007
	<i>Initials</i>	<i>Date</i>

## SECTION IA

## COUNTY OF LEXINGTON

## New Program Request

Fiscal Year 2007-2008

Fund # _____	Fund Title: <u>Highway Safety Grant</u>	
Organization # <u>151200</u>	Organization Title: <u>LE/Operations</u>	
Program: <u>New</u>	Program Title: <u>DUI Enforcement</u>	
		Total
Object Expenditure		2007 - 2008
Code Classification		Requested
<hr/>		
<b>Personnel</b>		
510100 Salaries - 9		324,738
519901 Salaries & Wages Adjustment		0
510199 Special Overtime		0
511112 FICA Cost		24,843
511113 State Retirement 8.2%		0
511114 Police Retirement		34,747
511120 Insurance Fund Contribution -9		51,840
511130 Workers Compensation		10,912
		<hr/>
<b>* Total Personnel</b>		<b>447,080</b>
<b>Operating Expenses</b>		
521000 Office Supplies		900
521100 Duplicating		0
521200 Operating Supplies		2,600
521208 Police Supplies		0
522300 Vehicle Repairs and Maintenance (9)		9,000
524100 Vehicle Insurance (9)		5,013
524201 General Tort Liability Insurance		8,685
525000 Telephone		5,400
525010 Long Distance		0
525020 Pagers & Cell Phones - 9 Cell Phones		6,480
525030 800 MHz Radio Service Charges (9)		6,480
525031 800 MHz Radio Maintenance Fee (9)		360
525210 Conference and Meeting Expense		9,860
525400 Gas, Fuel and Oil		73,287
525600 Uniforms & Clothing		0
		<hr/>
<b>* Total Operating</b>		<b>128,065</b>
<b>** Total Personnel &amp; Operating</b>		<b>575,145</b>
<b>Capital Expenses</b>		
540000 Small Tools and Minor Equipment		3,075
5A8 Marked Vehicles w/Equipment & Equipment Installation (9)		234,990
5A8 800 MHz Radio (9)		45,000
5A8 In-Car Video Cameras (9)		48,600
5A8 In-Car Radar Units (9)		11,250
5A8 Tire Deflation Devices (9)		2,700
5A8 Laptops (9)		50,400
5A8 Portable Printers (9)		2,700
5A8 Air Card Hardware (9)		1,800
5A8 Digital Cameras (9)		14,400
5A8 Passive Alcohol Sensors (9)		6,300
5A8 DVD/VCR Recorder (1) and Playback Unit (1)		1,000
		<hr/>
<b>** Total Capital (From Section II)</b>		<b>422,215</b>
<b>*** Total Budget Appropriation</b>		<b>997,360</b>

### **SECTION III. – PROGRAM OVERVIEW**

The ultimate goal for the creation of a Driving Under the Influence Traffic Enforcement Unit in Lexington County is to combine resources to effect a positive change in the collision, injury, and arrest rate of traffic and DUI violations. Preliminary statistics for South Carolina reported for the calendar year of 2006 indicate that Lexington County ranks number three (3) in the State for DUI, fatal and/or severe crashes and number six (6) in the State for all other types of traffic related incidents.

By consolidating the resources and expanding knowledge and skills to perform DUI traffic enforcement, the quality of enforcing the traffic laws will result in an effort to reduce severe and fatal traffic collisions. The expertise and knowledge gained from the specialized training will enhance the unit's capability by using technologically sound equipment and techniques to collect and process evidence for court cases. The DUI Highway Safety Traffic DUI Enforcement Unit will afford the citizens of Lexington County and the surrounding areas the effective discovery, documentation, and judicial prosecution of traffic and criminal offenders.

**SECTION V. A. – LISTING OF POSITIONS**

<u>Grade</u>	<u>Positions</u>	<u>Full Time Equivalent</u>		<u>Total</u>
		<u>General Fund</u>	<u>Other Fund</u>	
<b>Current Staffing Level:</b>				
Traffic Lieutenant	1	1	0	20
Traffic Deputies	2	2	0	13
	2	2	0	12
<b>Totals:</b>	<b>5</b>	<b>5</b>	<b>5</b>	

<u>Grade</u>	<u>Positions</u>	<u>Full Time Equivalent</u>		<u>Total</u>
		<u>General Fund</u>	<u>Other Fund</u>	
<b>LE / Operations (151200)</b>				
Traffic Deputies	9	0	9	10
<b>Totals:</b>	<b>9</b>	<b>0</b>	<b>9</b>	<b>9</b>

**SECTION V. B. – OPERATING LINE ITEM NARRATIVES**

**521000 - OFFICE SUPPLIES \$ 900**

Items to be purchase including but not limited to pens, file jackets, folders, diskettes, calendars and other general supplies used daily.

The estimated cost of all office supplies is \$500.

**521200 - OPERATING SUPPLIES \$ 2,600**

Funds to purchase traffic supplies such as video and audiotapes, OSH kits, traffic books, disks, batteries etc. are for operational purposes for the traffic officers.

The estimated cost of all operating supplies is estimated at \$ 2,600.

**522300 - VEHICLE REPAIRS AND MAINTENANCE \$ 9,000**

Vehicle repairs and maintenance is needed for the two (9) grant vehicles.

The amount budgeted is an estimate of \$1,000 per vehicle.

**524100 - VEHICLE INSURANCE \$ 5,013**

Vehicle insurance is required for the nine grant vehicles.

The estimated cost provided by the County Risk Manager for Vehicle Insurance is \$557 per vehicle.

**524201 - GENERAL TORT LIABILITY INSURANCE \$ 8,685**

General Tort Liability Insurance is required for each person employed by the County.

The amount listed as estimated by County Risk Manager.

**525000 – TELEPHONE \$5,400**

The service fees for the air cards will come from this account. The estimated cost for air card service is \$50 per month per employee.

**525020 - PAGERS AND CELL PHONES \$ 6,480**

The mobile telephones for the grant traffic officers will allow them to communicate effectively with each other and to make contact to those individuals that are involved in traffic situations.

The cost of cell phone service for nine (9) traffic officers is \$60 per month per officer..

**525030 – 800 MHZ RADIO SERVICE CHARGES \$ 6,480**

The 800 MHz radio fees plus roaming fees is required for the operation of 800 MHz radios.

The estimated monthly service charge for nine radios is \$60 per month per officer.

**525231 – 800 MHz RADIO MAINTENANCE FEE** **\$ 360**

A service fee is charged for each radio for assurance of continuous communication. This cost is estimated.

**525210 – CONFERENCE AND MEETING EXPENSE** **\$ 9,860**

The grant requires that each grant-funded person attend at least two training seminars per grant year. The registration, hotel, per diem, car rental, airfare, and miscellaneous expenses are expended from this account.

The cost budgeted is an estimate.

**525400 - GAS, FUEL, AND OIL** **\$73,287**

The grant reimburses the mileage at the federal rate for the grant-funded personnel to allow them to travel to work and scenes while performing their duties.

The cost budgeted is an estimate base on miles traveled for existing traffic officers.

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**SECTION V. C. - CAPITAL LINE ITEM NARRATIVES**

**540000 - SMALL TOOLS AND MINOR EQUIPMENT \$ 3,075**

Each officer will need various small tools and minor equipment to perform his job duties effectively and efficiently. Fire extinguishers are needed to assist the motoring public with small car fires. Cellular phones are needed to ensure adequate communications and safety of the officer. Flashlights with great illumination is needed for traffic stops, assisting motorists, and officer safety in areas with poor or no lighting. Impairment goggles will be used to educate students and officers on the visual effects of driving under the influence of alcohol and drugs. Traffic Cones will be used to promote traffic control and establishing public safety checkpoints.

The cost for the following items is estimated to include tax and any applicable shipping charges.

(2) Impairment Goggles	\$ 200
(9) Fire Extinguishers	\$1125
(9) Cellular Phones	\$ 450
(9) Flashlights	\$ 900
(20) Traffic Cones	\$ 400

**(9) MARKED VEHICLES W/EQUIPMENT AND EQUIPMENT INSTALLATION \$ 234,990**

The DUI Enforcement Traffic vehicles to be purchased must meet the standards established by the Office of Highway Safety. Each vehicle will be equipped the same to ensure uniformity and consistency with all traffic stops. Emergency lighting and audio is required for the safety of all motoring public during a traffic stop or checkpoints. Push bumpers are required on each vehicle to assist a disabled motorist from the highway without damaging the vehicle. Vehicle passenger cages are required for safe transport of prisoners to jail.

The cost for the following items is estimated to include tax and any applicable shipping charges.

(9) Marked Vehicles	\$203,130
(9) Equipment Installation	\$ 2,160
(9) Light Bars	\$ 14,400
(9) Siren Speakers	\$ 2,925
(9) Push Bumpers	\$ 2,250
(9) Electronic Sirens	\$ 2,025
(9) Power Control Centers	\$ 4,050
(9) Passenger Cages	\$ 4,050

**(9) 800 MHZ RADIO \$45,000**

The 800 MHz Digital Encrypted radios are required for each officer. The digital encryption allows all law enforcement agencies to communicate over a secure network.

The estimated cost per radio is \$5000 with tax.

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**(9) IN-CAR VIDEO CAMERAS** **\$48,600**

The use of digital in-car video is paramount for evidentiary purposes which will assist in successful prosecution of each case. The video medium is regarded as the most effective tool to prosecute driving under the influence.

The estimated cost of each unit is \$5400 with tax.

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**(9) IN-CAR RADAR UNITS** **\$11,250**

The radar units enable the apprehension of traffic violators. It has been proven that there is a direct correlation of speed and driving under the influence.

The estimated cost of each unit is \$1250

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**(9) TIRE DEFLATION DEVICES** **\$ 2,700**

The tire deflation devices are used to immobilize vehicles of fleeing suspects. These devices enhance safety for the suspect, the officer, and the motoring public.

The cost estimate for each unit is \$300.

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**(9) LAPTOP COMPUTERS AND MOUNTS** **\$50,400**

The ruggedized laptop is an essential tool for the safety of the traffic officer as well as a technological tool for disseminating and retrieving vital information. The laptop will allow the traffic officer to pull information from various databases to obtain driver's license information, insurance information, warrant information, and the criminal history of the suspect prior to approaching the vehicle. A mount is required to secure each laptop in the vehicle during transportation. This security prevents damage to the laptop and protects the officer from injury during an accident.

The estimated cost for each item with tax is:

(9) Ruggedized Laptop: \$45,000  
(9) Laptop Mount: \$ 5,400

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**(9) PORTABLE PRINTERS AND ACCESSORIES** **\$ 2,700**

Printers and accessories are required for the traffic officer to print citations, search warrants, photographs and other documents as it pertains to the traffic offense.

The estimated cost for each printer with tax is \$300.

---

**(9) AIR CARD HARWARE** **\$ 1,800**

The air card allows the traffic officers to access the internet from any location by using broadband access. This wire free and cable free hardware transforms the laptop computer into a mobile powerhouse. The progression of the wireless age enables instant information which is crucial to efficient and effective apprehension and investigation of traffic violators.

The estimated cost per air card is \$200 with tax.

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**(9) DIGITAL CAMERAS & ACCESSORIES** **\$ 14,400**

The use of digital photography for traffic scenes will greatly enhance traffic investigations and court presentations. Some of the benefits are:

- Instantaneous in camera review to confirm the incident was correctly documented.
- The speed at which images can be used and disseminated.
- Cost savings over film systems.
- More images are taken and scenes are documented more thoroughly due to the absence of film.

The estimated cost per camera with tax is \$1,600.

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**(9) PASSIVE ALCOHOL SENSORS** **\$ 6,300**

Passive alcohol sensors are used to solidify driving under the influence cases by determining the suspects blood alcohol level .

The estimated cost for each passive alcohol sensor is \$700 with tax.

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**(1) DVD/VCR RECORDER AND (1) PLAYBACK UNIT** **\$ 1,000**

A DVD/VCR recorder will record and copy the DVD that is captured on the in-car video system for evidence and proper procedures for court presentation and case solidification. A color television unit will be necessary to playback the DVD/VHS tapes for viewing prior to presenting the case for court purposes.

The cost estimate for each item with tax is:

DVD/VCR Recorder: \$550  
Color Television: \$450

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## Lexington County Sheriff's Department



### MEMORANDUM

**To:** Adam DuBose, County Grants Manager  
**From:** Colonel Allan Paavel, Sheriff's Department *AEP*  
**Date:** March 1, 2007  
**Re:** Palmetto Pride Grant Application

---

The Sheriff's Department is requesting Council's approval to apply for the Palmetto Pride Litter Enforcement Grant. This grant is 100% funded by the Palmetto Pride Program of South Carolina. We are proposing the awarded funds be used to purchase digital video camcorders. These camcorders will increase the effectiveness and efficiency of the enforcement of litter control ordinances.

Our application is due March 16, 2007; therefore, we are respectfully requesting that the application be considered by the Justice Committee and reported out to full Council during the March 13, 2007 Council meeting. Unfortunately, the Palmetto Pride Program of South Carolina has established a brief (4) week application process beginning with the announcement of available funds to the application due date. The grant announcement was received the afternoon of February 15<sup>th</sup>. Staff's concentration on the afternoon of the 15<sup>th</sup> was to complete the fiscal year 2008 budget that was due the morning of February 16<sup>th</sup> and Monday February 19<sup>th</sup> was a holiday; therefore, the application could not be completed to be placed on the February 27<sup>th</sup> agenda.

We appreciate your understanding and consideration of this matter. If you have any questions, please let me know. As always, we appreciate all you do to assist the Sheriff's Department and the citizens of Lexington County.



**SECTION I**

**COUNTY OF LEXINGTON**

**Program Request**

**Fiscal Year 2007 - 2008**

Fund # 2643 Fund Title: PALMETTO PRIDE LITTER CONTROL GRANT  
 Organization # 151200 Organization Title: LE/OPERATIONS  
 Program # \_\_\_\_\_ Program Title: \_\_\_\_\_

Object Expenditure Code Classification	Total 2007 - 2008 Requested
<b>Personnel</b>	
510100 Salaries #_	0
510199 Special Overtime	0
511112 FICA Cost	0
511113 State Retirement	0
511114 Police Retirement	0
511120 Insurance Fund Contribution #_2__	0
511130 Workers Compensation	0
511131 S.C. Unemployment	0
<b>* Total Personnel</b>	<b>0</b>
<b>Operating Expenses</b>	
521000 Office Supplies	0
521100 Duplicating	0
521200 Operating Supplies	0
521208 Police Supplies	0
522300 Vehicle Repairs & Maintenance	0
524100 Vehicle Insurance #_2__	0
524201 General Tort Liability Insurance	0
524202 Surety Bonds	0
525000 Telephone	0
525020 Pagers and Cell Phones	0
525030 800 MHz Radio Service Charges	0
525031 800 MHz Radio Maintenance Contracts	0
525210 Conference & Meeting Expenses	0
525230 Subscriptions, Dues, & Books	0
525400 Gas, Fuel, & Oil	0
525600 Uniforms & Clothing	0
_____	_____
_____	_____
_____	_____
_____	_____
<b>* Total Operating</b>	<b>0</b>
<b>** Total Personnel &amp; Operating</b>	<b>0</b>
<b>** Total Capital (From Section II)</b>	<b>5,000</b>
<b>*** Total Budget Appropriation</b>	<b>5,000</b>



**SECTION V. C. - CAPITAL LINE ITEM NARRATIVES**

**5A8 - (6) DIGITAL VIDEO CAMCORDERS AND ACCESSORIES \$ 5,000**

---

The use of digital camcorders for litter crime scenes for the prosecution of litter cases will greatly aid in the investigations by documenting criminal offenses. The digital aspect of the camcorder allows cost effective documentation, storage of the images, and facilitates instantaneous requests for all concerned parties. These images will be downloaded to a secure in-house system and stored on a server. Estimated cost of the digital video camcorders including tax and shipping is based on the quotes received and the anticipated increase in cost and taxes for next fiscal year. (6 X \$833.30 = \$4999.80)

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### **SECTION III. -- PROGRAM OVERVIEW**

The Palmetto Pride Enforcement grant will enable the Department to purchase equipment to visually support and to strengthen court cases for prosecution purposes. The digital camcorders with accessories will allow the Litter Control Officers and the Code Enforcement Officers to enforce the codes and ordinances of Lexington County. The enforcement of these codes and ordinances will help to maintain the quality of life for the citizens of Lexington County and the reduction of litter will enhance the beautification of Lexington County. This will make the county attractive to prospective businesses, thus providing potential for county growth.

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Sheriff

James R. Metts, Ed. D.



## LEXINGTON COUNTY SHERIFF'S DEPARTMENT

### MEMORANDUM

**TO:** Katherine Hubbard  
County Administrator

**FROM:** Assistant Sheriff Bruce Rucker

**DATE:** March 1, 2007

**RE:** **Update-False Alarm Statistics**

An analysis of the effectiveness of the Lexington County False Alarm Ordinance was conducted by Lieutenant Dannels, who supervises the false alarm program. The ordinance was passed by County Council in May of 2006. Statistics show that during the calendar year 2006, there were 249 fewer fire alarms and 1,855 fewer law enforcement alarms, than during calendar year 2005. Due to County Council's progressive action, the taxpayers of Lexington County realized a savings of at least \$105,000.00 in personnel salaries, fuel cost, and equipment wear and tear. This cost savings is the result of responding to a reduced number of alarms. Another benefit of the reduction in alarms is the saving of over 1400 man-hours, allowing the fire and law enforcement units to remain available for other, more serious service calls.

Attached are several graphs and a chart. The 2006 Year End Report is a summary of alarm activity in 2006 compared to 2005, with graphs which are broken down by month and week. The next graph shows the progressive reduction of alarms since the ordinance was announced in August 2005. The 2006 Lexington County False Alarm Reduction Summary is a breakdown of the alarms by various categories.

I will provide further details and answer any questions during my presentation to County Council on March 13, 2007.



A Nationally Accredited Law Enforcement Agency

P.O. Box 639/Lexington, South Carolina 29071 (803) 359-8230, Fax # (803) 359-1162



# Lexington County False Alarm Report

## 2006 Year-End Report

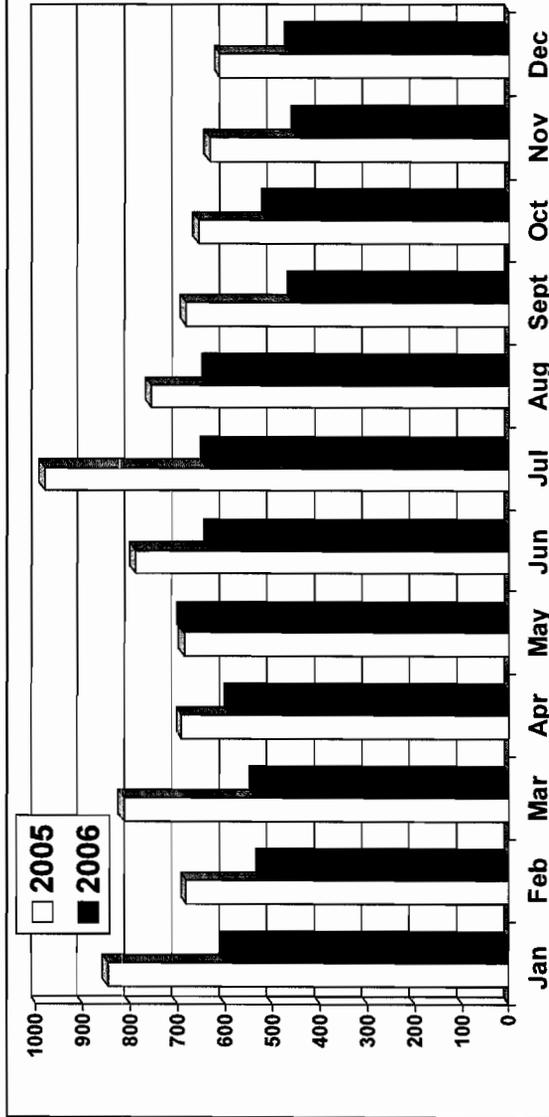
Change in Number of False Alarms 2005—2006

	2005	2006	YTD % Change
Fire	1392	1143	-18%
Law Enforcement	7450	5595	-25%
<b>Grand Total</b>	<b>8842</b>	<b>6738</b>	<b>-24%</b>

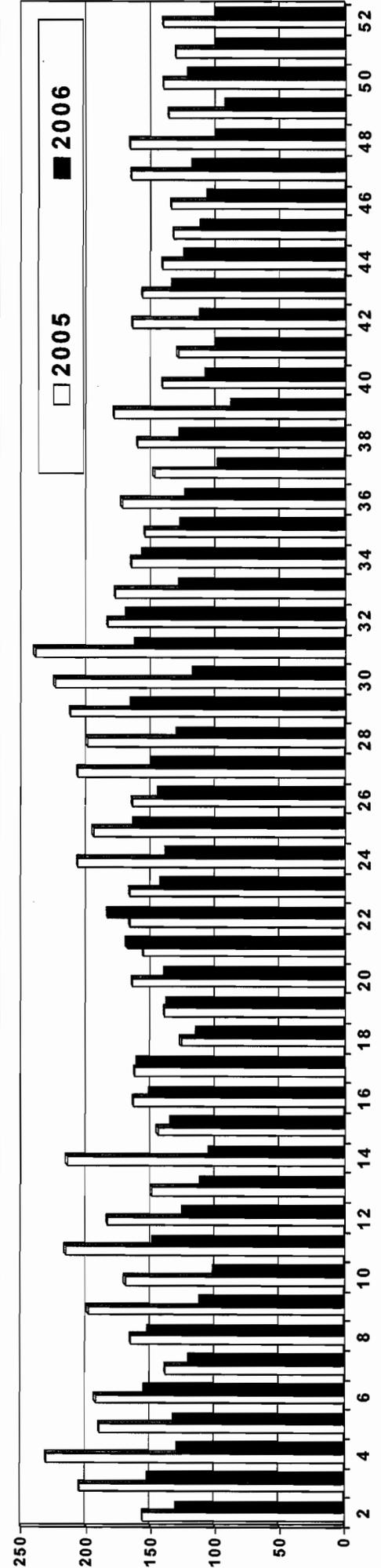
### Summary

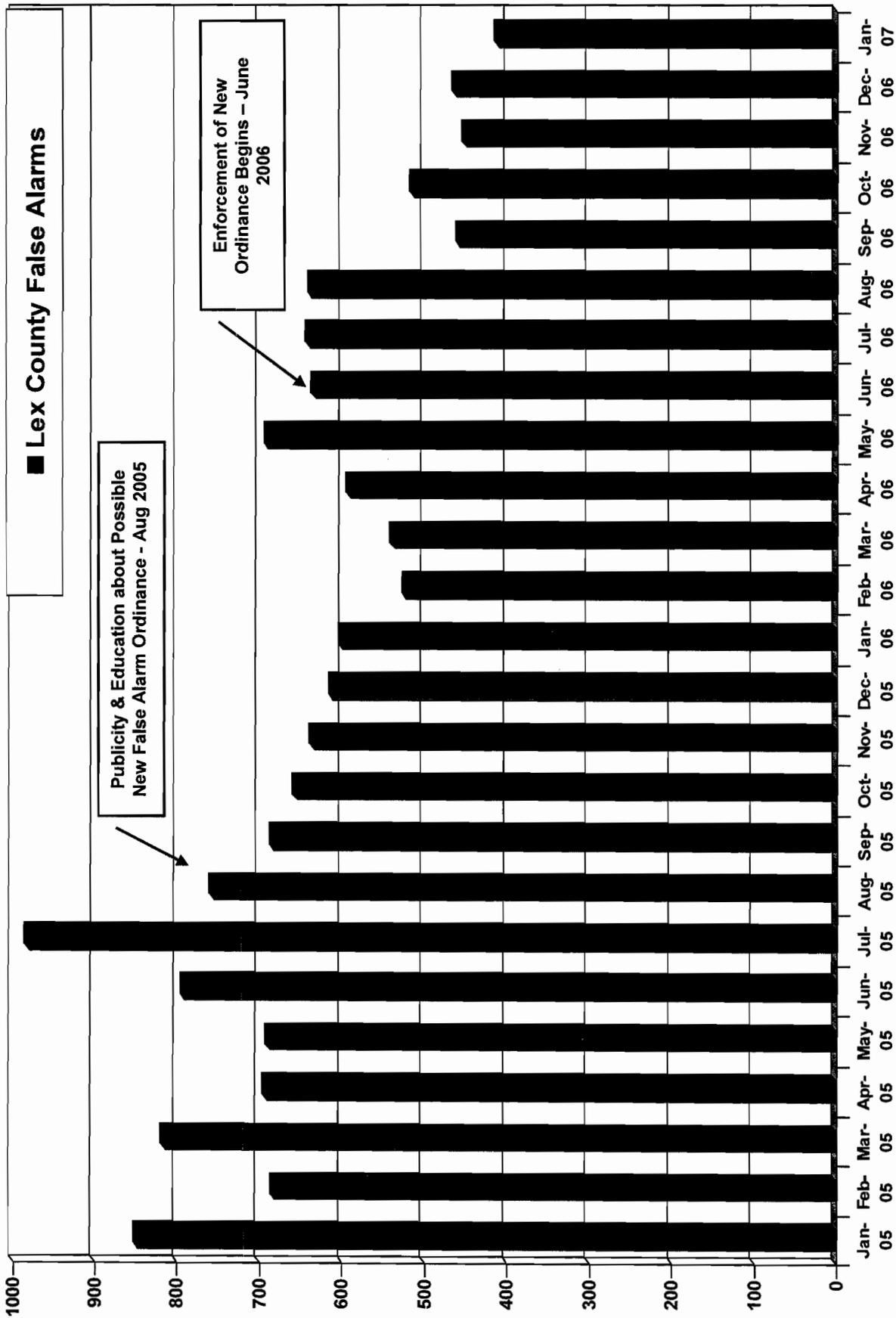
In 2006, there was a 24% reduction in false fire and security alarms requiring a public safety response. There was an 18% reduction in false fire alarms and 25% reduction in false security alarms. This equates to 2,104 fewer alarms. A total of \$10,925 was assessed against 147 locations for false alarms. The majority of these fees, 71% were assessed to businesses. Most residential alarms had fewer than two alarms at a single location and were not assessed a fee. Every month of 2006 had a reduction in false alarms except for May. The slight increase in false alarms in May is attributed to the increase in spring storms causing alarm malfunctions.

Number of False Alarms by Month

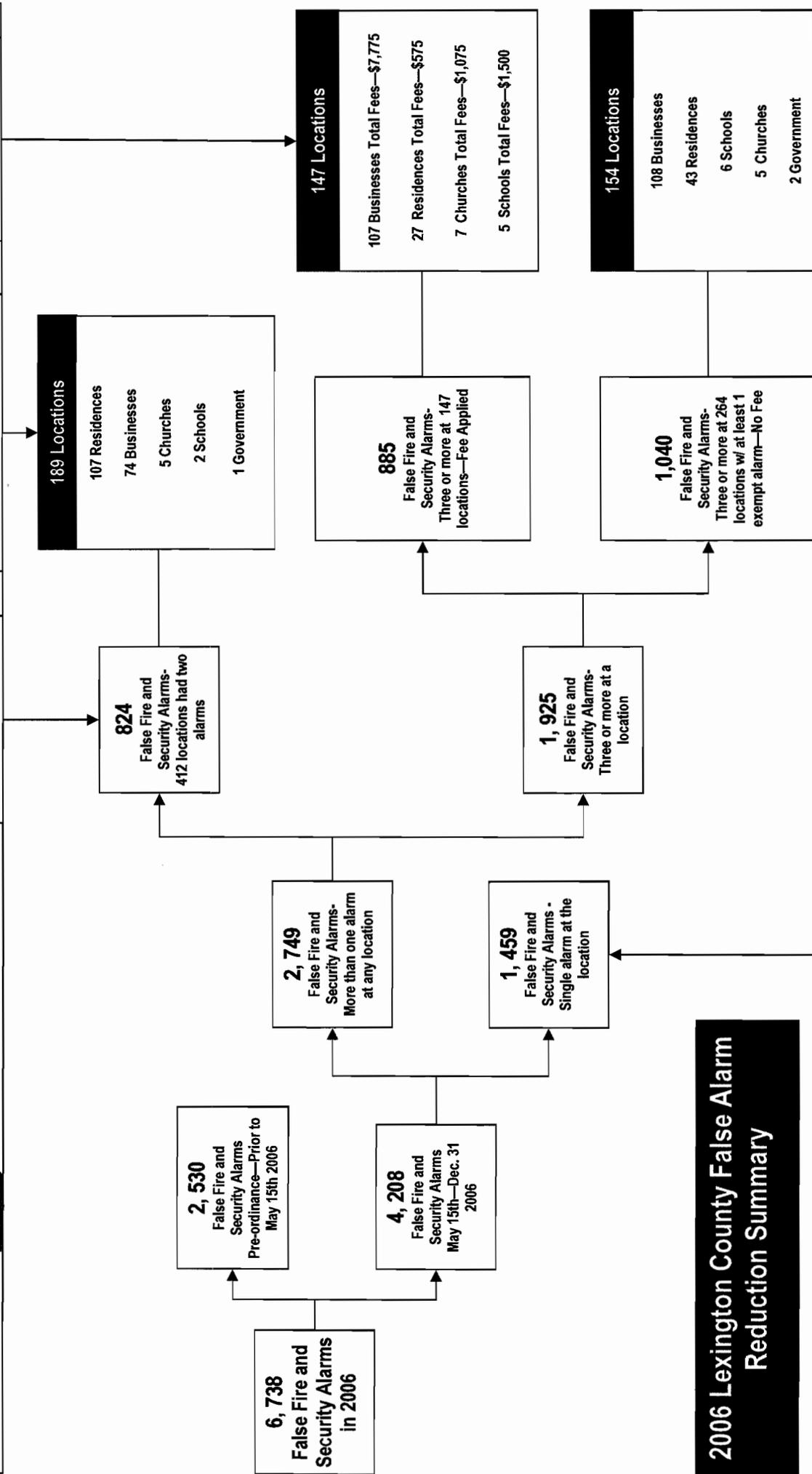
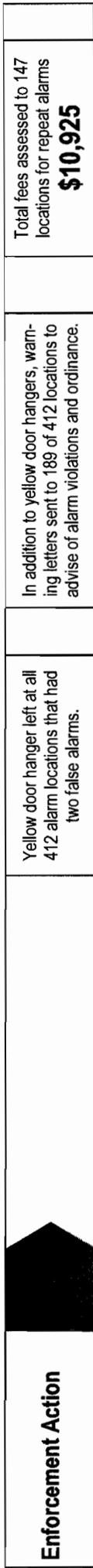


Number of False Alarms by Week 2005 & 2006

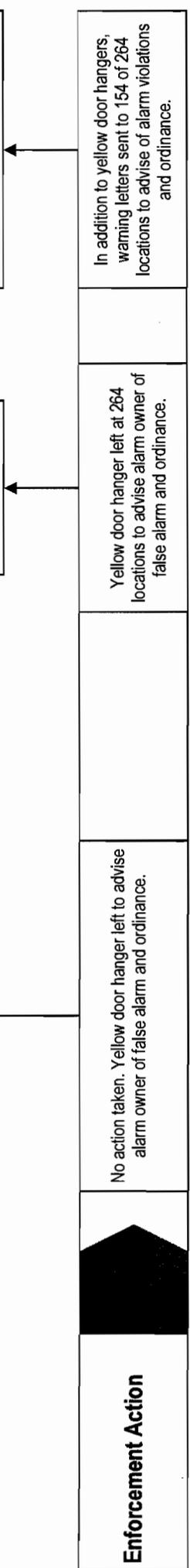




**24% Reduction in False Alarms from 2005 to 2006 - \$10,925 Assessed in Fees**



**2006 Lexington County False Alarm Reduction Summary**



**SOLICITOR'S OFFICE  
REPORT ON CASE MANAGERS  
March 2007**

In 2004 the Solicitor's office came to County Council to request case managers needed to assist the prosecutors in the establishment and implementation of the Case Management System. Six case managers were approved. The case managers were hired around the end of 2004 and beginning of 2005.

**Duties of a Case Manager:**

- ✓ Input new cases into the Case Management Computer System for tracking purposes
- ✓ Create solicitor file for each defendant with warrants, bonding information and other documents from law enforcement. Track down any missing information.
- ✓ Conduct NCIC criminal history checks and place in file. Investigate entries with no dispositions.
- ✓ Collect victim information, start victim file for victim advocates
- ✓ Prepare Solicitor's files for first and second appearances
- ✓ Coordinate with solicitor to determine discovery documents
- ✓ Copy and organize documents for discovery packets for defendants and/or defense attorneys
- ✓ Send notice of court appearance letters to defendants, attorneys and bonding companies
- ✓ Determine if defendants are indigent based on state guidelines, and if so, then appoint legal counsel
- ✓ Assist Solicitor with scheduling of pleas and trials.
- ✓ Coordinate the scheduling and meetings of solicitors with witnesses
- ✓ Prepare Subpoenas and witness lists for trials
- ✓ Pull Clerk of Court files for scheduled pleas
- ✓ Maintain Solicitor's files (file misc. pleadings as they are received)
- ✓ Update Solicitor's active defendant rosters
- ✓ Review file after plea or trial to ensure all charges have been resolved
- ✓ Input final disposition of case into computer system

**PROGRESS IN LEXINGTON COUNTY**

	<b>FY 03/04</b>	<b>FY 04/05</b>	<b>FY 05/06</b>
<b>Cases Received</b>	6,027	6,389	5,580
<b>Cases Disposed of</b>	4,614	7,747	8,876
<b>Cases Pending</b>	9,414	8,209	6,128

The new case management system was implemented at the end of 2004 (FY04/05).

**40% INCREASE IN THE NUMBER OF CASES DISPOSED FROM 03/04 TO 04/05.**

**52% INCREASE IN THE NUMBER OF CASES DISPOSED OF FROM 03/04 TO 05/06.**

**SOLICITOR'S OFFICE  
REPORT ON CASE MANAGERS  
March 2007**

**COMPARISON WITHIN STATE**

IN 2005-06 OF THE 46 COUNTIES ONLY 3 SOLICITOR'S OFFICES DISPOSED OF MORE CASES THAN LEXINGTON:

<b>COUNTIES</b>	<b># OF CASES HANDLED</b>
GREENVILLE	14,652
CHARLESTON	12,268
RICHLAND	9,270
LEXINGTON	8,876

**STAFFING OF THOSE 3 SOLICITOR'S OFFICES COMPARED TO LEXINGTON**

	<b>Greenville</b>	<b>Charleston</b>	<b>Richland</b>	<b>Lexington</b>
Solicitors	40	35	32	18
Investigators		10	5	4
Paralegals/Case managers	22	6	6	6
Victim/witness	7	8	7	4
Support Staff	22	27	10	7
Law Clerks			5-20	

**LEXINGTON COUNTY COMPARED TO STATE IN TYPES OF DISPOSITIONS:**

<b>DISPOSITION</b>	<b>STATE</b>	<b>LEXINGTON</b>
Guilty plea	38%	30%
Pros ended/nol pros	52%	57%
Jury trials – guilty verdict	68%	74%

**AVERAGE AGE OF PENDING CASES**

Average age of pending cases Statewide is 465.4 days = approximately 1 yr, 3 months.

Average age of pending cases for Lexington – 524.6 days = approximately 1 yr, 5 months.

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

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



COUNTY OF LEXINGTON  
PUBLIC WORKS DEPARTMENT  
ENGINEERING



MEMORANDUM

DATE: March 5, 2007  
TO: Katherine Hubbard  
County Administrator  
FROM: John Fechtel, Public Works Director  
Assistant County Administrator  
RE: Pine Plain Road Condemnation

---

SCDOT is requesting approval for condemnation on a tract of land (tract #43) on Pine Plain Road.

In January 2005, SCDOT requested approval of condemnation on four tracts of land (tracts #36, 37, 38, and 39) on Pine Plain Road. County Council approved these four condemnations in April 2005.

Since County Council's approval, SCDOT has acquired the signed right-of-way documents on three of these four tracts (tracts #37, 38, and 39), and therefore, will not require condemnation.

If SCDOT obtains County Council's approval on this additional condemnation request, they plan to have a bid letting in May 2007 for Pine Plain Road. SCDOT is asking County Council to make a decision on this matter as soon as possible in order for the bid to be released in May 2007.

Attachments (3)

/lh



South Carolina  
Department of Transportation

February 15, 2007

Mr. William C. Derrick  
Chairman, Lexington County Council  
2241 Ridge Road  
Leesville, South Carolina 29070

RE: Pine Plain Road - PCN 26886 - Lexington County

Dear Mr. Derrick:

Please be advised that right of way acquisition has been addressed for the above referenced road. In addition to tract 36 which was previously approved by Lexington County Council for this project, tract 43 must also be acquired by condemnation. The information associated with this action is listed below.

Tract #	43
Landowner	Atlantic Coast Investment, LLC
Reason for condemnation	Landowner wanted payment for land
Estimated Land Value	\$3500.00

The total cost of condemnations, including land value for tracts 36 and 43, is estimated to be \$22,031.00. Please place a check mark by the appropriate statement below, sign and date, and return this letter to me at your earliest convenience. If you have any questions, please call me at 803-737-1173.

Sincerely,

Wilson C. Elgin  
"C" Project Engineer

\_\_\_\_\_ Continue with right of way acquisition and condemn the necessary property using  
"C" funds from PCN 26886 Pine Plain Road.

\_\_\_\_\_ Take no further action on this project and remove from the "C" fund program

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

WCE:gg

cc: John Fechtel, Lexington County Public Works Director

File: PC/WCE





## County of Lexington

County Council  
212 South Lake Drive  
Lexington, South Carolina 29072  
TELEPHONE: (803) 785-8103 FAX: (803) 785-8101

Bruce E. Rucker  
District 1  
Chairman

April 13, 2005

William C. Derrick  
District 2  
Parliamentarian

Mr. Randall D. Williamson  
"C" Program Engineer  
South Carolina Department of Transportation  
P.O. Box 191  
Columbia, South Carolina 29202-0191

George H. Davis  
District 3

Dear Mr. Williamson:

Debra B. Summers  
District 4

This is to advise you that during the Lexington County Council meeting held on Tuesday, April 12, 2005 Council voted unanimously that your agency be allowed to move forward with the condemnation process for Pine Plain Road and Victor Road through "C" funds.

Bobby C. Keisler  
District 5

I am enclosing the required authorization letter approving this transaction.

Johnny W. Jeffcoat  
District 6

Should you have any questions, please do not hesitate to contact me at 785-8103.

John W. Carrigg, Jr.  
District 7

Sincerely,

Joseph W. Owens  
District 8

Diana Burnett  
Clerk to Council

M. Todd Cullum  
District 9  
Vice Chairman

/dwb  
Enclosure

cc: J. Fechtel (w/encl.)



South Carolina  
Department of Transportation

January 21, 2005



Mr. Bruce Rucker  
Chairman - Lexington County Council  
212 South Lake Drive  
Lexington, South Carolina 29072

RE: PIN 26885 and 26886 (Two Sections of Pine Plain Road) and  
PIN 30494 (Victor Road) Lexington County "C" Program

Dear Mr. Rucker:

Preliminary right-of-way contacts have been made for PIN 26885/26886 (Pine Plain Road) and PIN 30494 (Victor Road) in Lexington County. As of this date, tract 36 (Crown Atlantic Co. LLC) and tract 37, 38 and 39 (Mr. Edward W. Riser) have refused to sign the necessary right-of-way easements and slope permission along Pine Plain Road for the construction of this project. Also, along Victor Road tract 3 (Dorothy Davis) and tract 47 (Yalla Reddy) have refused to sign the necessary right-of-way documentation.

It is my understanding that the Lexington County Transportation Committee (LCTC) does not normally condemn properties using "C" funds. Since the above properties will require condemnation, these two projects have been placed on hold and right-of-way acquisition has been halted until the LCTC advises how to proceed.

Therefore, please check the appropriate statements below and return a copy of this letter to me at your earliest convenience. If you have any questions, please give me or Project Manager Fred Berry a call at 803-737-1127.

Sincerely,

Randall D. Williamson  
"C" Program Engineer

Continue with right-of-way acquisition and condemn the necessary properties using "C" funds from PIN 26885/26886 Pine Plain Road.

Continue with right-of-way acquisition and condemn the necessary properties using "C" funds from PIN 30494 Victor Road.

Delete PIN 26885/26886 and 30494 from the "C" Construction Program

RDW: svg  
cc: John Fachtel, Lexington County Public Works Director  
File: PC/FLB





COUNTY OF LEXINGTON  
PUBLIC WORKS DEPARTMENT  
ENGINEERING

MEMORANDUM

DATE: March 2, 2007

TO: Katherine Hubbard  
County Administrator

FROM: John Fecht, Public Works Director  
Assistant County Administrator 

RE: Private Road Discussion

---

The issue of the County assuming responsibility of private roads has recently been discussed. Councilman Keisler and I met recently and discussed this issue. Councilman Keisler feels that if citizens who live on private roads pay a road maintenance fee to the County, then they should be able to have the County maintain their roads. If the County were to consider this, then the following conditions should be met:

1. Everyone who owns property abutting the road would have to agree to a 50' right-of-way and any drainage easements deemed necessary by Public Works.
2. A minimum of 10 lots on the road.
3. Roads platted up to the point of Council's decision, if any, to accept these roads, would be eligible.
4. Any road accepted by County Council meeting the prescribed criteria would not be eligible for paving by the County until all roads on the current list are paved or dropped.
5. Each owner of record would have to sign a petition requesting the County to consider their private road into the County system.

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

/lh



COUNTY OF LEXINGTON  
PUBLIC WORKS DEPARTMENT  
ENGINEERING

MEMORANDUM

DATE: March 1, 2007  
TO: Katherine Hubbard  
County Administrator  
FROM: John Fechtel, Public Works Director   
Assistant County Administrator  
RE: Road Maintenance Fee Update

---

In order to meet County Council's objective of paving thirty (30) miles of road by 2011, a road maintenance fee of \$25.00 per vehicle would be needed. This is computed by using approximately 208,000 vehicles that currently pay taxes, adding in 11,000 vehicles that currently do not pay taxes (exception is government vehicles) and exempting 19,000 vehicles due to age of 65 or older status.

We estimate a total of 200,000 vehicles @ \$25.00 each which equals \$5,000,000.00 of revenue; our best estimate at this time. The road maintenance fee, along with our "C" Fund revenue of \$3,980,000.00, would provide \$8,980,000.00 annually for improvements for public roads.

The next step is to decide how the revenue would be expended. We have provided Exhibits "A-1", "A-2" and "A-3" as examples of possible basic allocations. Public Works also has an objective of adequately funding its capital needs as indicated.

We are also going to direct our two (2) Special Projects crews primarily to road paving projects to maximize our efforts and also continue to investigate various paving techniques.

We have also included our current road paving priority list (Exhibit "B") by rank and have divided the list by Council District (Exhibit "C"). We have shaded the top portion to reflect the miles paved by 2011. The other list attached is the current approved paving list (Exhibit "D") that indicates the mileage and current financial requirements for these projects. The total mileage of the two lists will meet Council's 30 miles of paved road objectives.

/lh

**Exhibit A-1**

**ROAD MAINTENANCE FEE PROPOSED BUDGET - OPTION "1"**

<b>Current 2006-2007 "C"-Fund Budget</b>	
<b>Revenue</b>	
SCDOT Proportionment	\$ 2,500,000.00
Donor County Settlement	\$ 1,400,000.00
Investment Interest	\$ 80,000.00
<b>Total Revenue</b>	<b>\$ 3,980,000.00</b>
<b>Budget</b>	
Road Resurfacing (County)	\$ 800,000.00
SCDOT Match	\$ 500,000.00
Road Paving	\$ 2,167,200.00
School Road Projects	\$ 75,000.00
Econ. Dev. Proj. (3%)	\$ 119,400.00
Spec. Proj. (8% - \$50,000 Municipalities)	\$ 268,400.00
Municipalities (comes from Spec. Proj.)	\$ 50,000.00
<b>Total Budget</b>	<b>\$ 3,980,000.00</b>

<b>Proposed 2007-2008 "C"-Fund and Road Maintenance Fee Budget</b>			
<b>Revenue</b>	<b>"C"-Fund</b>	<b>Road Maint. Fee</b>	
Public Works Road Maintenance Fee	\$ -	\$ 5,000,000.00	
SCDOT Proportionment	\$ 2,500,000.00		
Donor County Settlement	\$ 1,400,000.00		
Investment Interest	\$ 80,000.00		
<b>Total Revenue</b>	<b>\$ 3,980,000.00</b>	<b>\$ 5,000,000.00</b>	<b>\$ 8,980,000.00</b>
<b>Budget</b>			<b>TOTAL</b>
<b>Public Works Capital Replacement</b>	<b>\$ -</b>	<b>\$ 1,200,000.00</b>	<b>\$ 1,200,000.00</b>
** Major Transportation Project(s) or Contingency	\$ -	\$ -	\$ -
County Road Resurfacing	\$ -	\$ 1,000,000.00	\$ 1,000,000.00
SCDOT Road Resurfacing (possible match)	\$ 1,000,000.00	\$ -	\$ 1,000,000.00
SCDOT Match	\$ 420,000.00	\$ -	\$ 420,000.00
<b>Road Paving</b>	<b>\$ 2,047,200.00</b>	<b>\$ 2,800,000.00</b>	<b>\$ 4,847,200.00</b>
School Road Projects	\$ 75,000.00	\$ -	\$ 75,000.00
Econ. Dev. Proj. (3%)	\$ 119,400.00	\$ -	\$ 119,400.00
Spec. Proj. (8%) (includes \$50,000 for Munic.)	\$ 318,400.00	\$ -	\$ 318,400.00
<b>Total Budget</b>	<b>\$ 3,980,000.00</b>	<b>\$ 5,000,000.00</b>	<b>\$ 8,980,000.00</b>

\*\* To be determined once a project is approved.

**GOAL:** Pave 30 miles of road by 2011 at a cost of \$800,000 per mile or \$24,000,000 total funding (\$6,000,000 per year).

**Exhibit A-2**

**ROAD MAINTENANCE FEE PROPOSED BUDGET - OPTION "2"**

<b>Current 2006-2007 "C"-Fund Budget</b>		
<b>Revenue</b>		
SCDOT Proportionment	\$	2,500,000.00
Donor County Settlement	\$	1,400,000.00
Investment Interest	\$	80,000.00
<b>Total Revenue</b>	<b>\$</b>	<b>3,980,000.00</b>
<b>Budget</b>		
Road Resurfacing (County)	\$	800,000.00
SCDOT Match	\$	500,000.00
Road Paving	\$	2,167,200.00
School Road Projects	\$	75,000.00
Econ. Dev. Proj. (3%)	\$	119,400.00
Spec. Proj. (8% - \$50,000 Municipalities)	\$	268,400.00
Municipalities (comes from Spec. Proj.)	\$	50,000.00
<b>Total Budget</b>	<b>\$</b>	<b>3,980,000.00</b>

<b>Proposed 2007-2008 "C"-Fund and Road Maintenance Fee Budget</b>			
<b>Revenue</b>	<b>"C"-Fund</b>	<b>Road Maint. Fee</b>	
Public Works Road Maintenance Fee	\$ -	\$ 5,000,000.00	
SCDOT Proportionment	\$ 2,500,000.00		
Donor County Settlement	\$ 1,400,000.00		
Investment Interest	\$ 80,000.00		
<b>Total Revenue</b>	<b>\$ 3,980,000.00</b>	<b>\$ 5,000,000.00</b>	<b>\$ 8,980,000.00</b>
<b>Budget</b>			<b>TOTAL</b>
<b>Public Works Capital Replacement</b>	<b>\$ -</b>	<b>\$ 1,200,000.00</b>	<b>\$ 1,200,000.00</b>
** Major Transportation Project(s) or Contingency	\$ -	\$ -	\$ -
County Road Resurfacing	\$ -	\$ 1,000,000.00	\$ 1,000,000.00
SCDOT Road Resurfacing (possible match)	\$ 1,318,400.00	\$ -	\$ 1,318,400.00
SCDOT Match	\$ 420,000.00	\$ -	\$ 420,000.00
<b>Road Paving</b>	<b>\$ 2,241,600.00</b>	<b>\$ 2,700,000.00</b>	<b>\$ 4,941,600.00</b>
School Road Projects	\$ -	\$ -	\$ -
Econ. Dev. Proj. (3%)	\$ -	\$ -	\$ -
Spec. Proj. (8%)	\$ -	\$ 100,000.00	\$ 100,000.00
<b>Total Budget</b>	<b>\$ 3,980,000.00</b>	<b>\$ 5,000,000.00</b>	<b>\$ 8,980,000.00</b>

\*\* To be determined once a project is approved.

**GOAL:** Pave 30 miles of road by 2011 at a cost of \$800,000 per mile or \$24,000,000 total funding (\$6,000,000 per year).

**Exhibit A-3**

**ROAD MAINTENANCE FEE PROPOSED BUDGET - OPTION "3"**

<b>Current 2006-2007 "C"-Fund Budget</b>		
<b>Revenue</b>		
SCDOT Proportionment	\$	2,500,000.00
Donor County Settlement	\$	1,400,000.00
Investment Interest	\$	80,000.00
<b>Total Revenue</b>	<b>\$</b>	<b>3,980,000.00</b>
<b>Budget</b>		
Road Resurfacing (County)	\$	800,000.00
SCDOT Match	\$	500,000.00
Road Paving	\$	2,167,200.00
School Road Projects	\$	75,000.00
Econ. Dev. Proj. (3%)	\$	119,400.00
Spec. Proj. (8% - \$50,000 Municipalities)	\$	268,400.00
Municipalities (comes from Spec. Proj.)	\$	50,000.00
<b>Total Budget</b>	<b>\$</b>	<b>3,980,000.00</b>

<b>Proposed 2007-2008 "C"-Fund and Road Maintenance Fee Budget</b>			
<b>Revenue</b>	<b>"C"-Fund</b>	<b>Road Maint. Fee</b>	
Public Works Road Maintenance Fee	\$ -	\$ 5,000,000.00	
SCDOT Proportionment	\$ 2,500,000.00		
Donor County Settlement	\$ 1,400,000.00		
Investment Interest	\$ 80,000.00		
<b>Total Revenue</b>	<b>\$ 3,980,000.00</b>	<b>\$ 5,000,000.00</b>	<b>\$ 8,980,000.00</b>
<b>Budget</b>			<b>TOTAL</b>
<b>Public Works Capital Replacement</b>	<b>\$ -</b>	<b>\$ 1,200,000.00</b>	<b>\$ 1,200,000.00</b>
** Major Transportation Project(s) or Contingency	\$ -	\$ -	\$ -
County Road Resurfacing	\$ -	\$ 1,000,000.00	\$ 1,000,000.00
SCDOT Road Resurfacing (possible match)	\$ 1,318,400.00	\$ -	\$ 1,318,400.00
SCDOT Match	\$ -	\$ -	\$ -
<b>Road Paving</b>	<b>\$ 2,661,600.00</b>	<b>\$ 2,700,000.00</b>	<b>\$ 5,361,600.00</b>
School Road Projects	\$ -	\$ -	\$ -
Econ. Dev. Proj. (3%)	\$ -	\$ -	\$ -
Spec. Proj. (8%)	\$ -	\$ 100,000.00	\$ 100,000.00
<b>Total Budget</b>	<b>\$ 3,980,000.00</b>	<b>\$ 5,000,000.00</b>	<b>\$ 8,980,000.00</b>

\*\* To be determined once a project is approved.

**GOAL:** Pave 30 miles of road by 2011 at a cost of \$800,000 per mile or \$24,000,000 total funding (\$6,000,000 per year).

Shaded Area Shows 15.7 Miles of Roads to be Paved by January 2011 with Road Maintenance Fee and C-Funds.

CD	HD	RANK	ROAD_NAME	EST. COST	RUN. COST	PET. LNTH	TOTAL LNTH	YEAR PET
2	96	3	WINDYWOOD ROAD, 2	\$2,016,000	\$2,944,000	2.52	2.52	1997
8	89	4	GLENN STREET, 1	\$392,000	\$3,336,000	0.49	0.49	1985
1	96	5	JIM SPENCE RD	\$1,160,000	\$4,496,000	1.45	1.45	1998
1	96	6	OLD CHARLESTON ROAD,1-FROM PELION ROAD TO FISH HATCHERY	\$400,000	\$4,896,000	0.50	0.50	2002
5	87	7	FOX BRANCH ROAD	\$568,000	\$5,464,000	0.71	0.71	1989
1	96	8	D.E. CLARK ROAD	\$1,832,000	\$7,296,000	2.29	2.29	1996
6	85	9	ARTIC COURT	\$264,000	\$7,560,000	0.33	0.33	1992
9	96	10	FIRST CREEK ROAD	\$568,000	\$8,128,000	0.71	0.71	1985
6	85	11	FLAMINGO ROAD	\$352,000	\$8,480,000	0.44	0.44	1998
3	87	12	POINT DRIVE,1	\$80,000	\$8,560,000	0.10	0.10	1987
1	96	13	BUB SHUMPERT ROAD -FROM HARTLY QUARTER TO HWY# 302	\$2,544,000	\$11,104,000	3.18	4.85	1985
2	87	14	NAOMI DRIVE #2	\$160,000	\$11,264,000	0.20	0.20	1986
1	96	15	FOX TROT TRAIL-FROM WINDYWOOD RD EAST TO DEAD END	\$400,000	\$11,664,000	0.50	0.73	1999
2	39	16	HEIDELBERG DRIVE	\$264,000	\$11,928,000	0.33	0.33	1996
6	40	17	HARVESTVIEW ROAD	\$736,000	\$12,664,000	0.92	0.92	1989
1	96	18	WATER TANK RD,1&3-FROM EXIST. PAVE. TO HARVEY BERRY RD.	\$2,200,000	\$14,864,000	2.75	4.29	1989
1	93	19	PHAETON DRIVE	\$56,000	\$14,920,000	0.07	0.07	1989
5	87	20	RUTH VISTA ROAD	\$1,568,000	\$16,488,000	1.96	1.96	1985
2	87	21	A.C. BOUKNIGHT RD	\$1,728,000	\$18,216,000	2.16	2.16	1990
1	96	22	BUB SHUMPERT ROAD-FROM HARTLEY QUARTER TO HWY 178	\$1,120,000	\$19,336,000	1.40	4.85	2002
2	39	23	COOL WATER COURT	\$120,000	\$19,456,000	0.15	0.15	1991
6	40	24	HARVESTVIEW RD, CROOKED CRK TO JOHN LINDLER	\$440,000	\$19,896,000	0.55	0.92	1989
6	40	25	ALICE DRIVE, #1	\$112,000	\$20,008,000	0.14	0.14	1989
4	69	26	THREE CHOP RUN	\$160,000	\$20,168,000	0.20	0.20	1986
2	96	27	OLD CHARLESTON RD, #2-FROM POND BRANCH TO CALKS FERRY	\$944,000	\$21,112,000	1.18	1.18	1996
4	88	28	HOLLY TREE STREET	\$160,000	\$21,272,000	0.20	0.20	1976
1	93	29	PINE PLAIN RD #5-FROM REDMND MILL TO ST MATHEWS RD	\$1,696,000	\$22,968,000	2.12	3.18	1994
2	87	30	GOLDEN JUBILEE RD-FROM #1 TO WINDY RD	\$544,000	\$23,512,000	0.68	2.21	1985
2	87	31	CHERRY LANE,1	\$392,000	\$23,904,000	0.49	0.49	1986
5	88	32	ROLAND DRIVE	\$456,000	\$24,360,000	0.57	0.57	1984
6	85	33	JOHNS CREEK ROAD	\$584,000	\$24,944,000	0.73	0.73	1986
5	87	34	FOREMOST DRIVE	\$440,000	\$25,384,000	0.55	0.55	2002
5	88	35	BACKMAN AVENUE	\$280,000	\$25,664,000	0.35	0.35	1990
1	96	36	SANDRA DRIVE	\$1,208,000	\$26,872,000	1.51	1.51	1984
1	96	37	PATRICIA AVENUE	\$392,000	\$27,264,000	0.49	0.49	1990
3	69	38	LAUREL DRIVE	\$224,242	\$27,488,242	0.28	0.28	1999
8	89	39	WESTWOOD CIRCLE	\$144,000	\$27,632,242	0.18	0.18	1989
2	39	40	CHIPPEWA TRAIL	\$536,000	\$28,168,242	0.67	0.67	1996
9	88	41	JACQUES HAVEN RD	\$616,000	\$28,784,242	0.77	0.77	1986
5	88	42	CROSS STREET	\$112,000	\$28,896,242	0.14	0.14	1990
5	87	43	GREEN ACRES CIRCLE	\$624,000	\$29,520,242	0.78	0.78	1985
6	85	44	LIMESTONE ROAD	\$1,032,000	\$30,552,242	1.29	1.29	1987
1	96	45	BLACKVILLE COURT	\$136,000	\$30,688,242	0.17	0.17	1992
6	40	46	CAMPING CREEK ROAD	\$704,000	\$31,392,242	0.88	0.88	1986
9	88	47	DION STREET	\$144,000	\$31,536,242	0.18	0.18	1980
5	88	48	MAC CIRCLE, 1	\$432,000	\$31,968,242	0.54	0.54	1986
2	39	49	PERSHING STREET, #1	\$456,000	\$32,424,242	0.57	0.57	1993
1	96	50	TRACK RD, HWY 178 TO SHUMPERT MILL RD	\$1,680,000	\$34,104,242	2.10	4.34	1986
4	69	51	LARK LANE	\$80,000	\$34,184,242	0.10	0.10	1986
2	96	52	LIBERTY HILL ROAD	\$792,000	\$34,976,242	0.99	0.99	1986
5	87	53	ROSCOE ROAD-FROM SHERWOOD DRIVE TO 1 MILE	\$776,000	\$35,752,242	0.97	1.94	1986
9	88	54	SHUMPERT ROAD,1	\$640,000	\$36,392,242	0.80	0.80	1988
8	69	55	FRYE ROAD	\$400,000	\$36,792,242	0.50	0.50	1988
2	39	56	GARY HALLMAN CIR,1-FRONTAGE RD TO NURNBRG	\$560,000	\$37,352,242	0.70	2.20	1986
5	88	57	CRESTWOOD ARCH	\$224,000	\$37,576,242	0.28	1.24	1997
4	87	58	SOUTH HAMPTON RD	\$144,000	\$37,720,242	0.18	0.18	1993
2	96	59	OLD POND ROAD	\$832,000	\$38,552,242	1.04	1.04	1995
4	88	60	SHARRON STREET	\$80,000	\$38,632,242	0.10	0.10	1988
2	87	61	REDHAVEN ROAD	\$744,000	\$39,376,242	0.93	0.93	2001
6	85	62	SYSTEMS LANE	\$448,000	\$39,824,242	0.56	0.56	1998
9	89	63	HUDSON CIRCLE	\$40,000	\$39,864,242	0.05	0.05	2001
2	39	64	WILDWOOD POINT	\$96,000	\$39,960,242	0.12	0.12	1986
9	96	65	BOYD SHUMPERT RD	\$312,000	\$40,272,242	0.39	0.39	1986
5	96	66	PEACHTREE ROCK RD	\$1,856,000	\$42,128,242	2.32	2.32	1982
1	93	67	HYMAN ROAD-DEPENDENT ON JIM RUCKER ROAD	\$1,216,000	\$43,344,242	1.52	1.52	1983
9	88	68	WOODSEDGE COURT-DEPENDENT ON MARY DRIVE	\$152,000	\$43,496,242	0.19	0.19	1988
8	69	69	CONTINENTAL DRIVE	\$379,545	\$43,875,788	0.47	0.47	1999
5	88	70	BURKETT STREET	\$104,000	\$43,979,788	0.13	0.13	1993
2	39	71	REEDY O SMITH RD- TWO NOTCH TO POND BRANCH	\$776,000	\$44,755,788	0.97	3.18	1986
8	89	72	SOUTH STREET	\$48,000	\$44,803,788	0.06	0.06	1993
5	88	73	MILLWOOD AVENUE	\$272,000	\$45,075,788	0.34	0.34	1998
1	96	74	PLATT SPRINGS ROAD,2	\$1,568,000	\$46,643,788	1.96	1.96	1985
9	88	75	ADAMS TERRACE CT	\$352,000	\$46,995,788	0.44	0.44	2001
2	39	76	REEDY O SMITH RD-TWO NOTCH TO PERRY TAYLOR	\$1,088,000	\$48,083,788	1.36	3.18	1988
1	96	77	CHERRY BLOSSOM ROAD	\$1,459,848	\$49,543,636	1.82	1.82	1999
1	96	78	J.K. RUCKER ROAD	\$1,048,000	\$50,591,636	1.31	1.31	1996
1	96	79	CHARLESTOWN RD 1	\$2,768,000	\$53,359,636	3.46	3.46	1998
2	87	80	BELLE LINDLER ROAD	\$504,000	\$53,863,636	0.63	0.63	1975
2	87	81	LONGVIEW POINT	\$32,000	\$53,895,636	0.04	0.04	1989
8	89	82	WEST STREET	\$80,000	\$53,975,636	0.10	0.10	1993
6	40	83	LAKESHORE DRIVE, #1	\$368,000	\$54,343,636	0.46	0.46	1989

## Current list of Petitioned Roads for Road Maintenance Fee Study

Shaded Area Shows 15.7 Miles of Roads to be Paved by January 2011 with Road Maintenance Fee and C-Funds.

CD	HD	RANK	ROAD NAME	EST. COST	RUN. COST	PET. LNTH	TOTAL LNTH	YEAR PET
2	87	84	PINE RIDGE DRIVE,1	\$64,000	\$54,407,636	0.08	0.08	1986
6	85	85	SHADOW MOSS DRIVE	\$224,000	\$54,631,636	0.28	0.28	1992
1	96	86	NORTHCUTT ROAD	\$1,048,000	\$55,679,636	1.31	1.31	2001
5	87	87	RABBIT ROAD	\$584,000	\$56,263,636	0.73	0.73	1986
5	88	88	DARALYNN DRIVE	\$576,000	\$56,839,636	0.72	0.72	1990
2	96	89	TOM ADAMS ROAD	\$1,176,000	\$58,015,636	1.47	1.47	1993
2	96	90	SWAMP RABBIT ROAD	\$1,576,000	\$59,591,636	1.97	1.97	1967
5	88	91	CHESTNUT STREET	\$200,000	\$59,791,636	0.25	0.25	1992
5	88	92	SQUIRREL HOLLOW ROAD	\$648,000	\$60,439,636	0.81	0.81	1996
1	96	93	BURNS DRIVE	\$1,352,000	\$61,791,636	1.69	1.69	1992
5	88	94	CENTRAL STREET	\$256,000	\$62,047,636	0.32	0.32	1990
5	88	95	ORCHARD LANE	\$48,000	\$62,095,636	0.06	0.06	1982
6	40	96	RESTING PLACE PT	\$288,000	\$62,383,636	0.36	0.36	1986
6	40	97	JOHN LINDLER ROAD	\$792,000	\$63,175,636	0.99	0.99	1984
5	87	98	SPARKLEBERRY LANE	\$200,000	\$63,375,636	0.25	0.25	1980
1	96/93	99	JAKE LUCAS LANE,1&2	\$96,000	\$63,471,636	0.12	0.12	1985
2	87	100	CENTERVILLE ROAD	\$680,000	\$64,151,636	0.85	0.85	1995
9	88	101	OLD WIRE ROAD, 1	\$840,000	\$64,791,636	0.80	0.80	1995
1	93	102	CRICKETT ROAD	\$400,000	\$65,191,636	0.50	0.50	1983
8	69	103	ENGLISH DRIVE	\$208,000	\$65,399,636	0.26	0.26	1984
2	39	104	WILDWOOD CIRCLE	\$896,000	\$66,095,636	0.87	0.87	1991
5	88	105	BLUEFIELD ROAD-FROM MCLEE ROAD TO HWY #6	\$1,472,000	\$67,567,636	1.84	4.38	1987
5	88	106	COLONIAL DRIVE, 1	\$192,000	\$67,759,636	0.24	0.24	2001
2	39	107	MARCELLUS ROAD, #1	\$1,560,000	\$69,319,636	1.95	1.95	1990
8	69	108	IRIS STREET	\$128,000	\$69,447,636	0.16	0.16	1986
5	88	109	GERRI LANE	\$224,000	\$69,671,636	0.28	0.28	1987
6	40	110	STEVENS CREEK ROAD	\$496,000	\$70,167,636	0.62	0.62	1985
1	96	111	TOSHA STREET	\$312,000	\$70,479,636	0.39	0.39	1994
2	87	112	ALOHA COURT-DEPENDENT ON BELLE LINDLER	\$152,000	\$70,631,636	0.19	0.19	1986
6	40	113	PAUL FULMER RD-ST PETERS CHRCH TO AMICKS FERY	\$760,000	\$71,391,636	0.95	1.89	1985
4	89	114	KENSINGTON COURT	\$104,000	\$71,495,636	0.13	0.13	1987
1	93	115	PINE TOWER CIRCLE	\$200,000	\$71,695,636	0.25	0.25	1986
1	96	116	ANN STREET,1	\$352,000	\$72,047,636	0.44	0.44	1984
4	88	117	CULBRETH LN.	\$160,000	\$72,207,636	0.20	0.20	1976
1	93	118	EZRA JUMPER RD,#1 **	\$1,248,000	\$73,455,636	1.56	1.56	1990
5	88	119	SINGING PINES DRIVE	\$408,000	\$73,863,636	0.51	0.51	1988
2	87	120	CANASTA DRIVE-DEPENDENT ON CROUCH CIRCLE	\$304,000	\$74,167,636	0.38	0.38	1993
2	87	121	LONG BRANCH ROAD	\$1,096,000	\$75,263,636	1.37	1.37	1994
2	87	122	FOX STREET,1	\$160,000	\$75,423,636	0.20	0.20	1988
9	89	123	CONGAREE DRIVE	\$136,000	\$75,559,636	0.17	0.17	1992
4	88	124	RINGO ROAD	\$296,000	\$75,855,636	0.37	0.37	1992
2	39	125	DIXIRED ROAD	\$3,920,000	\$79,775,636	4.90	4.90	1995
1	96	126	LONG SPIRES ROAD	\$808,000	\$80,583,636	1.01	1.01	1993
6	40	127	TOMAHAWK DRIVE	\$520,000	\$81,103,636	0.65	0.65	1983
1	96	128	JEFF SHARPE ROAD	\$1,968,000	\$83,071,636	2.46	2.46	1989
2	87	129	TWISTING ROAD	\$1,015,152	\$84,086,788	1.27	1.27	1999
5	88	130	TINSLEY DRIVE	\$80,000	\$84,166,788	0.10	0.10	2002
6	40	131	LESTER FRICK ROAD	\$872,000	\$85,038,788	1.09	1.09	1985
2	39	132	NURNBERG DRIVE	\$912,000	\$85,950,788	1.14	1.14	1986
2	87	133	WALTER TAYLOR RD	\$896,000	\$86,846,788	1.12	1.12	1985
1	93	134	CULLER ROAD	\$1,152,000	\$87,998,788	1.44	1.44	1979
5	87	135	ROWLAND PINES CT	\$184,000	\$88,182,788	0.23	0.23	1992
8	69	136	MASON ROAD	\$128,000	\$88,310,788	0.16	0.16	1986
6	40	137	DISTANT LANE	\$336,364	\$88,647,152	0.42	0.42	1999
8	69	138	OBANNON WAY	\$184,000	\$88,831,152	0.23	0.23	1986
2	87	139	HOLIDAY HAVEN LANE	\$280,000	\$89,111,152	0.35	0.35	1992
9	88	140	VALLEY ROAD	\$200,000	\$89,311,152	0.25	0.25	1998
4	69	141	HELENWOOD ROAD	\$248,000	\$89,559,152	0.31	0.31	1988
4	89	142	OWEADA DRIVE	\$48,000	\$89,607,152	0.06	0.06	1983
6	40	143	ROCKY BRANCH ROAD	\$456,000	\$90,063,152	0.57	0.57	2000
2	39	144	RANCH ROAD	\$688,000	\$90,751,152	0.86	0.86	2001
2	87	145	OMAR ROAD	\$640,000	\$91,391,152	0.80	0.80	1986
1	96	146	GEORGE BROWN RD	\$1,672,000	\$93,063,152	2.09	2.09	1993
5	88	147	GARDEN LANE	\$128,000	\$93,191,152	0.16	0.16	1982
1	93	148	LELAND DRIVE	\$216,000	\$93,407,152	0.27	0.27	1989
1	96	149	CAREY ROAD	\$912,000	\$94,319,152	1.14	1.14	1995
1	93	150	PINE PLAIN RD #5-HUCKABY MILL TO EXIST PAVE	\$848,000	\$95,167,152	1.06	3.18	1999
9	88	151	WHETSELL ROAD	\$240,000	\$95,407,152	0.30	0.30	1995
6	85	152	THREE POINT ROAD	\$328,000	\$95,735,152	0.41	0.41	1989
2	87	153	WARNER ROAD	\$696,000	\$96,431,152	0.87	0.87	1990
2	39	154	LANGFORD ROAD	\$664,000	\$97,095,152	0.83	0.83	1989
3	87	155	ABLE HARMON LANE	\$232,000	\$97,327,152	0.29	0.29	1996
6	40	156	SHADY ACRES DRIVE	\$280,000	\$97,607,152	0.35	0.35	1984
6	40	157	MARY DRIVE, 1	\$184,000	\$97,791,152	0.23	0.23	1988
1	96	158	ANN COURT	\$128,000	\$97,919,152	0.16	0.16	1990
3	69	159	GIABEN DRIVE,1	\$64,000	\$97,983,152	0.08	0.08	1989
5	88	160	BLUFF RIDGE ROAD	\$644,000	\$98,527,152	0.68	0.68	2002
3	87	161	PORTH CIRCLE	\$456,000	\$98,983,152	0.57	0.57	1997
5	88	162	HOWITZER CIRCLE	\$552,000	\$99,535,152	0.69	0.69	1989
1	96	163	BEN SPIRES RD.	\$1,720,000	\$101,255,152	2.15	2.15	1990
1	96	164	GLOVER ROAD	\$1,368,000	\$102,623,152	1.71	1.71	1985

## Current list of Petitioned Roads for Road Maintenance Fee Study

Shaded Area Shows 15.7 Miles of Roads to be Paved by January 2011 with Road Maintenance Fee and C-Funds.

CD	HD	RANK	ROAD_NAME	EST. COST	RUN. COST	PET. LNTH	TOTAL LNTH	YEAR PET
9	88	165	GIRLEY STREET	\$128,000	\$102,751,152	0.16	0.16	1992
1	96	166	CHARLESTOWNE RD,2-FROM HARTLEY QUARTER RD TO HWY #302	\$2,848,000	\$105,599,152	3.56	3.56	1986
4	88	167	KELLFAD DRIVE	\$64,000	\$105,663,152	0.08	0.08	1995
3	69	168	KLECKLEY LANE	\$280,000	\$105,943,152	0.35	0.35	1981
1	96	169	LEE GUNTER ROAD-FROM WAGNER HWY TO MERRITS DR	\$936,000	\$106,879,152	1.17	2.84	1995
7	85	170	STEWART DRIVE #1	\$80,000	\$106,959,152	0.10	0.10	1992
9	96	171	CHAMBERLIN TRAIL	\$48,000	\$107,007,152	0.06	0.06	1984
5	88	172	ELROD AVENUE	\$192,000	\$107,199,152	0.24	0.24	1991
5	87	173	VERA ROAD	\$224,000	\$107,423,152	0.28	0.47	2002
2	87	174	BEN KYZER RD	\$1,840,000	\$109,263,152	2.30	2.30	1994
8	69	175	LINDLER STREET	\$160,000	\$109,423,152	0.20	0.20	1986
3	87	176	DAVIDSON ROAD	\$376,000	\$109,799,152	0.47	0.47	2002
9	88	177	POND ROAD	\$184,000	\$109,983,152	0.23	0.23	1986
8	69	178	OAKWOOD DRIVE,2	\$176,000	\$110,159,152	0.22	0.22	1991
1	96	179	NOAH LUCAS ROAD	\$1,184,000	\$111,343,152	1.48	1.48	2000
1	96	180	HARVEY BERRY ROAD	\$880,000	\$112,223,152	1.10	1.10	2002
2	87	181	CROUCH COURT-DEPENDENT ON CROUCH CIRCLE	\$80,000	\$112,303,152	0.10	0.10	1986
8	89	182	ROOF STREET, 1	\$264,000	\$112,567,152	0.33	0.33	1988
2	87	183	LINDLER DRIVE,1	\$88,000	\$112,655,152	0.11	0.11	1986
6	85	184	BIG THURSDAY CT	\$136,000	\$112,791,152	0.17	0.17	1988
1	96	185	MIMOSA DRIVE,*	\$344,000	\$113,135,152	0.43	0.43	1986
2	87	186	LESTER KEISLER ROAD	\$568,000	\$113,703,152	0.71	0.71	1993
4	88	187	SPIRES DRIVE	\$264,000	\$113,967,152	0.33	0.33	1993
6	40	188	LAKESIDE ROAD	\$216,000	\$114,183,152	0.27	0.27	1988
1	96	189	BRYAN COURT	\$96,000	\$114,279,152	0.12	0.12	1993
2	39	190	OLD TWO NOTCH RD	\$2,248,000	\$116,527,152	2.81	2.81	1985
2	39	191	QUINTON RICARD ROAD,2&1-FROM BROAD ST. TO SANDPIT RD.	\$616,000	\$117,143,152	0.77	3.61	1991
2	39	192	OLEANDER ROAD,1	\$912,000	\$118,055,152	1.14	1.14	1985
1	88	193	RUTHERFORD ROAD	\$648,000	\$118,703,152	0.81	0.81	1997
9	88	194	REYNOLDS DRIVE,1	\$96,000	\$118,799,152	0.12	0.12	1991
6	85	195	AUBURN ROAD	\$104,000	\$118,903,152	0.13	0.13	1990
6	85	196	GALLERY CLIFF DRIVE	\$352,000	\$119,255,152	0.44	0.44	1986
4	88	197	SHEALY CIRCLE	\$216,000	\$119,471,152	0.27	0.27	1987
1	96	198	JOHNSON COURT	\$160,000	\$119,631,152	0.20	0.20	1994
3	87	199	MILLS ROAD	\$224,000	\$119,855,152	0.28	0.28	1984
1	93	200	SAYLOR CULLER RD	\$448,000	\$120,303,152	0.56	0.56	1985
3	69	201	HICKORY HILL ROAD	\$408,000	\$120,711,152	0.51	0.51	1991
2	87	202	SUMMERS ROAD	\$624,000	\$121,335,152	0.78	0.78	1987
2	87	203	BAMA ROAD	\$1,112,000	\$122,447,152	1.39	1.39	2002
4	89	204	SAWTIMBER DRIVE	\$88,000	\$122,535,152	0.11	0.11	1984
2	39	205	SCRIMSHAW ROAD	\$536,000	\$123,071,152	0.67	0.67	1988
1	96	206	TRACK ROAD	\$3,472,000	\$126,543,152	4.34	4.34	1986
1	93	207	FARM ROAD	\$1,312,000	\$127,855,152	1.64	1.64	1983
8	69	208	PEAMAR CIRCLE	\$136,000	\$127,991,152	0.17	0.17	1986
6	85	209	SUMMERSET DRIVE	\$168,000	\$128,159,152	0.21	0.21	1992
2	39	210	WILDWOOD COURT	\$192,000	\$128,351,152	0.24	0.24	1987
6	40	211	SUGAR BERRY ROAD	\$144,000	\$128,495,152	0.18	0.18	1985
3	69	212	BELLWOOD DRIVE	\$128,000	\$128,623,152	0.16	0.16	1993
1	93	213	FRANK MOORER DR	\$992,000	\$129,615,152	1.24	1.24	1996
1	93	214	CARTIN ROAD	\$432,000	\$130,047,152	0.54	0.54	1983
5	88	215	ANTIQUE DRIVE	\$192,000	\$130,239,152	0.24	0.24	1991
6	40	216	ARROW SHORES RD	\$312,000	\$130,551,152	0.39	0.39	1983
1	96	217	BURTON GUNTER ROAD	\$1,271,970	\$131,823,121	1.59	1.59	1999
2	96	218	RISH DRIVE	\$2,416,000	\$134,239,121	3.02	3.02	2000
6	40	219	CRYSTAL COVE CT	\$320,000	\$134,559,121	0.40	0.40	1988
1	96	220	MINNIE FALLAW ROAD	\$464,000	\$135,023,121	0.58	0.58	2000
6	85	221	BRI-LOR COURT	\$120,000	\$135,143,121	0.15	0.15	1985
5	88	222	OSKEE ROAD	\$296,000	\$135,439,121	0.37	0.37	1983
5	88	223	BROKEN ARROW TRAIL-	\$254,091	\$135,693,212	0.32	0.32	1999
5	87	224	LACY SPRINGS CIR	\$240,000	\$135,933,212	0.30	0.30	1990
3	69	225	JIM KLECKLEY ROAD	\$360,000	\$136,293,212	0.45	0.45	2001
4	69	226	WOODWARD COURT	\$64,000	\$136,357,212	0.08	0.08	1989
8	69	227	WHITE OAK LANE	\$504,000	\$136,861,212	0.63	0.63	1984
5	96	228	STEELE POND ROAD	\$544,000	\$137,405,212	0.68	0.68	1986
3	87	229	HOLLY BROOK DRIVE	\$392,000	\$137,797,212	0.49	0.49	1991
6	40	230	PAUL FULMER RD-WESTWOODS DR. TO ST. PETERS	\$752,000	\$138,549,212	0.94	1.89	1997
4	69	231	WESTWOOD LANE	\$56,000	\$138,605,212	0.07	0.07	1987
3	69	232	LEONARD DRIVE	\$144,000	\$138,749,212	0.18	0.18	1987
9	88	233	CALICO COURT	\$248,000	\$138,997,212	0.31	0.31	1988
1	96	234	INDIANA DRIVE	\$320,000	\$139,317,212	0.40	0.40	1992
2	87	235	HORSE COVE ROAD	\$352,000	\$139,669,212	0.44	0.44	2001
9	88	236	DAVIS DRIVE	\$480,000	\$140,149,212	0.60	0.60	1998
5	88	237	PIEDMONT DRIVE	\$88,000	\$140,237,212	0.11	0.11	1989
2	39	238	FALLAWS LANE	\$504,000	\$140,741,212	0.63	0.63	2001
1	96	239	DANIEL SHARPE ROAD	\$1,840,000	\$142,581,212	2.30	2.30	1998
2	87	240	CREEK END ROAD	\$312,000	\$142,893,212	0.39	0.39	1993
2	87	241	JUMPER LEAPHART ROAD	\$864,000	\$143,757,212	1.08	1.08	1986
2	39	242	VANSANT ROAD	\$456,000	\$144,213,212	0.57	0.57	1992
9	88	243	TODD CIRCLE	\$208,000	\$144,421,212	0.26	0.26	1986
1	93	244	BAILEY ROAD	\$272,000	\$144,693,212	0.34	0.34	1983
4	69	245	HOLLY ROAD	\$616,000	\$145,309,212	0.77	0.77	1988

## Current list of Petitioned Roads for Road Maintenance Fee Study

Shaded Area Shows 15.7 Miles of Roads to be Paved by January 2011 with Road Maintenance Fee and C-Funds.

CD	HD	RANK	ROAD NAME	EST. COST	RUN. COST	PET. LNTH	TOTAL LNTH	YEAR PET
5	88	246	ROSEBANK COURT	\$208,000	\$145,517,212	0.26	0.26	1996
6	85	247	PLEASANT SPRINGS CT	\$288,000	\$145,805,212	0.36	0.36	1991
2	39	248	QUINTON RICARD RD,1- FREDONIA TO SANDPIT RD	\$1,056,000	\$146,861,212	1.32	3.61	1988
2	87	249	EPPS ROAD	\$336,000	\$147,197,212	0.42	0.42	1987
6	40	250	ARROW SHORES CT-DEPND'T ON ARROW SHORES RD	\$192,000	\$147,389,212	0.24	0.24	1983
8	85	251	CORLEY COURT	\$168,000	\$147,557,212	0.21	0.21	1987
2	96	252	OLD GATE ROAD, 2	\$688,000	\$148,245,212	0.86	0.86	2000
5	87	253	BUCK CORLEY CT	\$168,000	\$148,413,212	0.21	0.21	1985
2	87	254	WOODS POINT ROAD	\$648,000	\$149,061,212	0.81	0.81	1982
2	87	255	CROUCH CIRCLE	\$376,000	\$149,437,212	0.47	0.47	1986
6	40	256	TILDEN POINT CIRCLE	\$128,000	\$149,565,212	0.16	0.16	1986
2	87	257	JOHN LONG ROAD	\$616,000	\$150,181,212	0.77	0.77	1994
6	85	258	TANNING CREEK CT	\$136,000	\$150,317,212	0.17	0.17	2002
2	87	259	BREEZY BAY CIRCLE	\$296,000	\$150,613,212	0.37	0.37	1999
6	40	260	BEAR CREEK ROAD	\$640,000	\$151,253,212	0.80	0.80	1994
2	39	261	PADGETT ROAD 1 & 2	\$784,000	\$152,037,212	0.98	0.98	1995
2	39	262	DERRICK HOLLOW RD	\$880,000	\$152,917,212	1.10	1.10	1987
2	87	263	BARRACKS DRIVE	\$200,000	\$153,117,212	0.25	0.25	1997
2	87	264	AUSTIN MCCARTHA DR- DRAWDEBILLE TO WINDY RD	\$546,212	\$153,663,424	0.68	2.28	1999
2	39	265	COTTON BRANCH RD- BROAD ST TO PERRY TAYLOR	\$752,000	\$154,415,424	0.94	2.64	1994
5	87	266	PINE TREE DRIVE	\$182,879	\$154,598,303	0.23	0.23	1999
4	88	267	SANSUS DRIVE,2	\$104,000	\$154,702,303	0.13	0.13	1976
2	87	268	TAYLOR DRIVE, 1	\$392,000	\$155,094,303	0.49	0.49	1985
1	96	269	CLAY SPRINGS ROAD	\$496,000	\$155,590,303	0.62	0.62	1984
6	85	270	ROCKY CREEK TRAIL	\$176,000	\$155,766,303	0.22	0.22	1985
6	40	271	HALTIWANGER ROAD	\$1,136,000	\$156,902,303	1.42	1.42	1986
5	88	272	HOWE STREET	\$480,000	\$157,382,303	0.60	0.60	1998
9	88	273	CRESTLINE DRIVE	\$64,000	\$157,446,303	0.08	0.08	1997
2	87	274	JOHN CIRCLE-DEPENDENT ON TAYLOR DRIVE	\$152,000	\$157,598,303	0.19	0.19	1989
2	39	275	CROSSON STREET, #3	\$88,000	\$157,686,303	0.11	0.11	1993
3	69	276	LEE KLECKLEY ROAD	\$784,000	\$158,470,303	0.98	0.98	1991
1	93	277	CRIM ROAD	\$640,000	\$159,110,303	0.80	0.80	1983
6	85	278	BRISTLECONE ROAD	\$1,344,000	\$160,454,303	1.68	1.68	1988
2	39	279	FRANCES STREET	\$448,000	\$160,902,303	0.56	0.56	1986
4	88	280	DORA ROAD	\$256,000	\$161,158,303	0.32	0.32	2000
6	40	281	BEAR POINT	\$104,000	\$161,262,303	0.13	0.13	1998
1	93	282	INABINET ROAD	\$176,000	\$161,438,303	0.22	0.22	1987
2	87	283	CREEK END CIRCLE	\$168,000	\$161,606,303	0.21	0.21	1993
2	96	284	RIMROCK ROAD	\$760,000	\$162,366,303	0.95	0.95	1994
9	88	285	HIGH MEADOW LANE	\$64,000	\$162,430,303	0.08	0.08	1997
6	40	286	CROSSWINDS COURT	\$120,000	\$162,550,303	0.15	0.15	1984
2	39	287	RAILROAD AVENUE, #5	\$120,000	\$162,670,303	0.15	0.15	1993
9	96	288	KELLY TRAIL	\$40,000	\$162,710,303	0.05	0.05	1984
9	96	289	DOWNS TRAIL	\$40,000	\$162,750,303	0.05	0.05	1984
9	88	290	SANDMINGLE DRIVE	\$64,000	\$162,814,303	0.08	0.08	1997
1	96	291	POUGH ROAD	\$728,000	\$163,542,303	0.91	0.91	1989
1	93	292	ONEAL LYBRAND CT	\$216,000	\$163,758,303	0.27	0.27	1985
1	96	293	RAILROAD AVE W.- MAGNOLIA #208 TO LYDIA DR	\$200,000	\$163,958,303	0.25	0.25	1987
9	88	294	OAKHILL ROAD	\$480,000	\$164,438,303	0.60	0.60	1987
2	39	295	WALTER SHEALY RD	\$752,000	\$165,190,303	0.94	0.94	1985
1	96	296	HYDRICK ROAD	\$400,000	\$165,590,303	0.50	2.57	2002
2	87	297	LILLIAN STREET	\$288,000	\$165,878,303	0.36	0.36	1985
1	93	298	COPELAND ROAD	\$520,000	\$166,398,303	0.65	0.65	1997
9	88	299	SPRUCE LANE	\$112,000	\$166,510,303	0.14	0.14	1986
3	69	300	BARRETT DRIVE	\$184,000	\$166,694,303	0.23	0.23	2001
9	88	301	GILLINS TERRACE	\$352,000	\$167,046,303	0.44	0.44	1986
9	89	302	SANDY LANE,2	\$240,000	\$167,286,303	0.30	0.30	1986
2	39	303	CHESTERFIELD ST	\$112,000	\$167,398,303	0.14	0.14	1986
2	39	304	EDDIE STREET	\$152,000	\$167,550,303	0.19	0.19	1996
5	88	305	WOODBERRY DRIVE	\$872,000	\$168,422,303	1.09	1.09	1997
6	40	306	WHITE OWL ROAD	\$80,000	\$168,502,303	0.10	0.10	1989
5	88	307	WILLIAMS AVENUE	\$104,000	\$168,606,303	0.13	0.13	1991
3	87	308	COXSWAIN ROAD	\$152,000	\$168,758,303	0.19	0.19	1992
1	96	309	BLOCKHOUSE ROAD	\$1,080,000	\$169,838,303	1.35	1.35	1991
2	96	310	HAYRIDE ROAD	\$1,392,000	\$171,230,303	1.74	1.74	1991
3	69	311	LONGLEAF COURT	\$120,000	\$171,350,303	0.15	0.15	1990
2	87	312	EVELYN STREET,1-DEPENDENT ON TAYLOR DRIVE	\$56,000	\$171,406,303	0.07	0.07	1986
2	39	313	RED STAR ROAD	\$856,000	\$172,262,303	1.07	1.07	1990
2	39	314	MITCHELL DRIVE	\$352,000	\$172,614,303	0.44	0.44	1994
9	89	315	ANN LANE #2	\$184,000	\$172,798,303	0.23	0.23	1994
2	87	316	WILLIAMS DRIVE-DEPENDENT ON TAYLOR DRIVE	\$312,000	\$173,110,303	0.39	0.39	1985
6	40	317	WILDCHERRY ROAD	\$1,256,000	\$174,366,303	1.57	1.57	1986

## COUNCIL DISTRICT "1"- PETITIONED ROADS

CD	RANK	ROAD NAME	EST. COST		PET. LNTH	TOTAL LNTH	YEAR PET
1	1	BITTERNUT CT	\$616,000	\$616,000	0.77	0.77	2001
1	5	JIM SPENCE RD	\$1,160,000	\$1,776,000	1.45	1.45	1998
1	6	OLD CHARLESTON ROAD, 1-FROM PELION ROAD TO FISH HATCHERY	\$400,000	\$2,176,000	0.50	0.50	2002
1	8	D.E. CLARK ROAD	\$1,832,000	\$4,008,000	2.29	2.29	1996
1	13	BUB SHUMPERT ROAD -FROM HARTLY QUARTER TO HWY# 302	\$2,544,000	\$6,552,000	3.18	4.85	1985
1	15	FOX TROT TRAIL-FROM WINDYWOOD RD EAST TO DEAD END	\$400,000	\$6,952,000	0.50	0.73	1999
1	18	WATER TANK RD,1&3-FROM EXIST. PAVE. TO HARVEY BERRY RD.	\$2,200,000		2.75	4.29	1989
1	19	PHAETON DRIVE	\$56,000		0.07	0.07	1989
1	22	BUB SHUMPERT ROAD-FROM HARTLEY QUARTER TO HWY 178	\$1,120,000		1.40	4.85	2002
1	29	PINE PLAIN RD #5-FROM REDMND MILL TO ST MATHEWS RD	\$1,696,000		2.12	3.18	1994
1	36	SANDRA DRIVE	\$1,208,000		1.51	1.51	1984
1	37	PATRICIA AVENUE	\$392,000		0.49	0.49	1990
1	45	BLACKVILLE COURT	\$136,000		0.17	0.17	1992
1	50	TRACK RD, HWY 178 TO SHUMPERT MILL RD	\$1,680,000		2.10	4.34	1986
1	67	HYMAN ROAD-DEPENDENT ON JIM RUCKER ROAD	\$1,216,000		1.52	1.52	1983
1	74	PLATT SPRINGS ROAD,2	\$1,568,000		1.96	1.96	1985
1	77	CHERRY BLOSSOM ROAD	\$1,459,848		1.82	1.82	1999
1	78	J.K. RUCKER ROAD	\$1,048,000		1.31	1.31	1996
1	79	CHARLESTOWN RD 1	\$2,768,000		3.46	3.46	1998
1	86	NORTHCUTT ROAD	\$1,048,000		1.31	1.31	2001
1	93	BURNS DRIVE	\$1,352,000		1.69	1.69	1992
1	99	JAKE LUCAS LANE,1&2	\$96,000		0.12	0.12	1985
1	102	CRICKETT ROAD	\$400,000		0.50	0.50	1983
1	111	TOSHA STREET	\$312,000		0.39	0.39	1994
1	115	PINE TOWER CIRCLE	\$200,000		0.25	0.25	1986
1	116	ANN STREET,1	\$352,000		0.44	0.44	1984
1	118	EZRA JUMPER RD,#1 **	\$1,248,000		1.56	1.56	1990
1	126	LONG SPIRES ROAD	\$808,000		1.01	1.01	1993
1	128	JEFF SHARPE ROAD	\$1,968,000		2.46	2.46	1989
1	134	CULLER ROAD	\$1,152,000		1.44	1.44	1979
1	146	GEORGE BROWN RD	\$1,672,000		2.09	2.09	1993
1	148	LELAND DRIVE	\$216,000		0.27	0.27	1989
1	149	CAREY ROAD	\$912,000		1.14	1.14	1995
1	150	PINE PLAIN RD #5-HUCKABY MILL TO EXIST PAVE	\$848,000		1.06	3.18	1999
1	158	ANN COURT	\$128,000		0.16	0.16	1990
1	163	BEN SPIRES RD.	\$1,720,000		2.15	2.15	1990
1	164	GLOVER ROAD	\$1,368,000		1.71	1.71	1985
1	166	CHARLESTOWNE RD,2-FROM HARTLEY QUARTER RD TO HWY #302	\$2,848,000		3.56	3.56	1986
1	169	LEE GUNTER ROAD-FROM WAGNER HWY TO MERRITS DR	\$936,000		1.17	2.84	1995
1	179	NOAH LUCAS ROAD	\$1,184,000		1.48	1.48	2000
1	180	HARVEY BERRY ROAD	\$880,000		1.10	1.10	2002
1	185	MIMOSA DRIVE,*	\$344,000		0.43	0.43	1986
1	189	BRYAN COURT	\$96,000		0.12	0.12	1993
1	193	RUTHERFORD ROAD	\$648,000		0.81	0.81	1997
1	198	JOHNSON COURT	\$160,000		0.20	0.20	1994
1	200	SAYLOR CULLER RD	\$448,000		0.56	0.56	1985
1	206	TRACK ROAD	\$3,472,000		4.34	4.34	1986
1	207	FARM ROAD	\$1,312,000		1.64	1.64	1983
1	213	FRANK MOORER DR	\$992,000		1.24	1.24	1996
1	214	CARTIN ROAD	\$432,000		0.54	0.54	1983
1	217	BURTON GUNTER ROAD	\$1,271,970		1.59	1.59	1999
1	220	MINNIE FALLAW ROAD	\$464,000		0.58	0.58	2000
1	234	INDIANA DRIVE	\$320,000		0.40	0.40	1992
1	239	DANIEL SHARPE ROAD	\$1,840,000		2.30	2.30	1998
1	244	BAILEY ROAD	\$272,000		0.34	0.34	1983
1	269	CLAY SPRINGS ROAD	\$496,000		0.62	0.62	1984
1	277	CRIM ROAD	\$640,000		0.80	0.80	1983
1	282	INABINET ROAD	\$176,000		0.22	0.22	1987
1	291	POUGH ROAD	\$728,000		0.91	0.91	1989
1	292	ONEAL LYBRAND CT	\$216,000		0.27	0.27	1985
1	293	RAILROAD AVE W.- MAGNOLIA #208 TO LYDIA DR	\$200,000		0.25	0.25	1987
1	296	HYDRICK ROAD	\$400,000		0.50	2.57	2002
1	298	COPELAND ROAD	\$520,000		0.65	0.65	1997
1	309	BLOCKHOUSE ROAD	\$1,080,000		1.35	1.35	1991
			\$ 61,675,818.18		77.09	93.15	

COUNCIL DISTRICT "2" - PETITIONED ROADS

CD	RANK	ROAD NAME	EST. COST		PET. LNTH	TOTAL LNTH	YEAR PET
2	3	WINDYWOOD ROAD, 2	\$2,016,000	\$2,016,000	2.52	2.52	1997
2	14	NAOMI DRIVE, #2	\$160,000	\$2,176,000	0.20	0.20	1986
2	16	HEIDELBERG DRIVE	\$264,000	\$2,440,000	0.33	0.33	1996
2	21	A.C. BOUKNIGHT RD	\$1,728,000		2.16	2.16	1990
2	23	COOL WATER COURT	\$120,000		0.15	0.15	1991
2	27	OLD CHARLESTON RD, #2-FROM POND BRANCH TO CALKS FERRY	\$944,000		1.18	1.18	1996
2	30	GOLDEN JUBILEE RD-BETWEEN EXIST PAVEMENT	\$544,000		0.68	2.21	1985
2	31	CHERRY LANE, 1	\$392,000		0.49	0.49	1986
2	40	CHIPPEWA TRAIL	\$536,000		0.67	0.67	1996
2	49	PERSHING STREET, #1	\$456,000		0.57	0.57	1993
2	52	LIBERTY HILL ROAD	\$792,000		0.99	0.99	1986
2	56	GARY HALLMAN CIR, 1-FRONTAGE RD TO NURNBRG	\$560,000		0.70	2.20	1986
2	59	OLD POND ROAD	\$832,000		1.04	1.04	1995
2	61	REDHAVEN ROAD	\$744,000		0.93	0.93	2001
2	64	WILDWOOD POINT	\$96,000		0.12	0.12	1986
2	71	REEDY O SMITH RD-TWO NOTCH TO POND BRANCH	\$776,000		0.97	3.18	1986
2	76	REEDY O SMITH RD-TWO NOTCH TO PERRY TAYLOR	\$1,088,000		1.36	3.18	1988
2	80	BELLE LINDLER ROAD	\$504,000		0.63	0.63	1975
2	81	LONGVIEW POINT	\$32,000		0.04	0.04	1989
2	84	PINE RIDGE DRIVE, 1	\$64,000		0.08	0.08	1986
2	89	TOM ADAMS ROAD	\$1,176,000		1.47	1.47	1993
2	90	SWAMP RABBIT ROAD	\$1,576,000		1.97	1.97	1967
2	100	CENTERVILLE ROAD	\$680,000		0.85	0.85	1995
2	104	WILDWOOD CIRCLE	\$696,000		0.87	0.87	1991
2	107	MARCELLUS ROAD, #1	\$1,560,000		1.95	1.95	1990
2	112	ALOHA COURT-DEPENDENT ON BELLE LINDLER	\$152,000		0.19	0.19	1986
2	120	CANASTA DRIVE-DEPENDENT ON CROUCH CIRCLE	\$304,000		0.38	0.38	1993
2	121	LONG BRANCH ROAD	\$1,096,000		1.37	1.37	1994
2	122	FOX STREET, 1	\$160,000		0.20	0.20	1988
2	125	DIXIRED ROAD	\$3,920,000		4.90	4.90	1995
2	129	TWISTING ROAD	\$1,015,152		1.27	1.27	1999
2	132	NURNBERG DRIVE	\$912,000		1.14	1.14	1986
2	133	WALTER TAYLOR RD	\$896,000		1.12	1.12	1985
2	139	HOLIDAY HAVEN LANE	\$280,000		0.35	0.35	1992
2	144	RANCH ROAD	\$688,000		0.86	0.86	2001
2	145	OMAR ROAD	\$640,000		0.80	0.80	1986
2	153	WARNER ROAD	\$696,000		0.87	0.87	1990
2	154	LANGFORD ROAD	\$664,000		0.83	0.83	1989
2	174	BEN KYZER RD	\$1,840,000		2.30	2.30	1994
2	181	CROUCH COURT-DEPENDENT ON CROUCH CIRCLE	\$80,000		0.10	0.10	1986
2	183	LINDLER DRIVE, 1	\$88,000		0.11	0.11	1986
2	186	LESTER KEISLER ROAD	\$568,000		0.71	0.71	1993
2	190	OLD TWO NOTCH RD	\$2,248,000		2.81	2.81	1985
2	191	QUINTON RICARD ROAD, 2&1-FROM BROAD ST. TO SANDPIT RD.	\$616,000		0.77	3.61	1991
2	192	OLEANDER ROAD, 1	\$912,000		1.14	1.14	1985
2	202	SUMMERS ROAD	\$624,000		0.78	0.78	1987
2	203	BAMA ROAD	\$1,112,000		1.39	1.39	2002
2	205	SCRIMSHAW ROAD	\$536,000		0.67	0.67	1988
2	210	WILDWOOD COURT	\$192,000		0.24	0.24	1987
2	218	RISH DRIVE	\$2,416,000		3.02	3.02	2000
2	235	HORSE COVE ROAD	\$352,000		0.44	0.44	2001
2	238	FALLAWS LANE	\$504,000		0.63	0.63	2001
2	240	CREEK END ROAD	\$312,000		0.39	0.39	1993
2	241	JUMPER LEAPHART ROAD	\$864,000		1.08	1.08	1986
2	242	VANSANT ROAD	\$456,000		0.57	0.57	1992
2	248	QUINTON RICARD RD, 1- FREDONIA TO SANDPIT RD	\$1,056,000		1.32	3.61	1988
2	249	EPPS ROAD	\$336,000		0.42	0.42	1987
2	252	OLD GATE ROAD, 2	\$688,000		0.86	0.86	2000
2	254	WOODS POINT ROAD	\$648,000		0.81	0.81	1982
2	255	CROUCH CIRCLE	\$376,000		0.47	0.47	1986
2	257	JOHN LONG ROAD	\$616,000		0.77	0.77	1994
2	259	BREEZY BAY CIRCLE	\$296,000		0.37	0.37	1999
2	261	PADGETT ROAD 1 & 2	\$784,000		0.98	0.98	1995
2	262	DERRICK HOLLOW RD	\$880,000		1.10	1.10	1987
2	263	BARRACKS DRIVE	\$200,000		0.25	0.25	1997
2	264	AUSTIN MCCARTHA DR- DRAWDEBILLE TO WINDY RD	\$546,212		0.68	2.28	1999
2	265	COTTON BRANCH RD- BROAD ST TO PERRY TAYLOR	\$752,000		0.94	2.64	1994
2	268	TAYLOR DRIVE, 1	\$392,000		0.49	0.49	1985
2	274	JOHN CIRCLE-DEPENDENT ON TAYLOR DRIVE	\$152,000		0.19	0.19	1989

2	275	CROSSON STREET, #3	\$88,000		0.11	0.11	1993
2	279	FRANCES STREET	\$448,000		0.56	0.56	1986
2	283	CREEK END CIRCLE	\$168,000		0.21	0.21	1993
2	284	RIMROCK ROAD	\$760,000		0.95	0.95	1994
2	287	RAILROAD AVENUE, #5	\$120,000		0.15	0.15	1993
2	295	WALTER SHEALY RD	\$752,000		0.94	0.94	1985
2	297	LILLIAN STREET	\$288,000		0.36	0.36	1985
2	303	CHESTERFIELD ST	\$112,000		0.14	0.14	1986
2	304	EDDIE STREET	\$152,000		0.19	0.19	1996
2	310	HAYRIDE ROAD	\$1,392,000		1.74	1.74	1991
2	312	EVELYN STREET,1-DEPENDENT ON TAYLOR DRIVE	\$56,000		0.07	0.07	1986
2	313	RED STAR ROAD	\$856,000		1.07	1.07	1990
2	314	MITCHELL DRIVE	\$352,000		0.44	0.44	1994
2	316	WILLIAMS DRIVE-DEPENDENT ON TAYLOR DRIVE	\$312,000		0.39	0.39	1985
			\$ 55,041,363.64		68.80	84.29	

COUNCIL DISTRICT "3" - PETITIONED ROADS

CD	RANK	ROAD NAME	EST. COST		PET. LNTH	TOTAL LNTH	YEAR PET
3	12	POINT DRIVE,1	\$80,000	\$80,000	0.10	0.10	1987
3	38	LAUREL DRIVE	\$224,242		0.28	0.28	1999
3	155	ABLE HARMON LANE	\$232,000		0.29	0.29	1996
3	159	GIABEN DRIVE,1	\$64,000		0.08	0.08	1989
3	161	PORTH CIRCLE	\$456,000		0.57	0.57	1997
3	168	KLECKLEY LANE	\$280,000		0.35	0.35	1981
3	176	DAVIDSON ROAD	\$376,000		0.47	0.47	2002
3	199	MILLS ROAD	\$224,000		0.28	0.28	1984
3	201	HICKORY HILL ROAD	\$408,000		0.51	0.51	1991
3	212	BELLWOOD DRIVE	\$128,000		0.16	0.16	1993
3	225	JIM KLECKLEY ROAD	\$360,000		0.45	0.45	2001
3	229	HOLLY BROOK DRIVE	\$392,000		0.49	0.49	1991
3	232	LEONARD DRIVE	\$144,000		0.18	0.18	1987
3	276	LEE KLECKLEY ROAD	\$784,000		0.98	0.98	1991
3	300	BARRETT DRIVE	\$184,000		0.23	0.23	2001
3	308	COXSWAIN ROAD	\$152,000		0.19	0.19	1992
3	311	LONGLEAF COURT	\$120,000		0.15	0.15	1990
			\$ 4,608,242.42		5.76	5.76	

COUNCIL DISTRICT "4" - PETITIONED ROADS

CD	RANK	ROAD_NAME	EST. COST	PET. LNTH	TOTAL LNTH	YEAR PET
4	26	THREE CHOP RUN	\$160,000	0.20	0.20	1986
4	28	HOLLY TREE STREET	\$160,000	0.20	0.20	1976
4	51	LARK LANE	\$80,000	0.10	0.10	1986
4	58	SOUTH HAMPTON RD	\$144,000	0.18	0.18	1993
4	60	SHARRON STREET	\$80,000	0.10	0.10	1988
4	114	KENSINGTON COURT	\$104,000	0.13	0.13	1987
4	117	CULBRETH LN.	\$160,000	0.20	0.20	1976
4	124	RINGO ROAD	\$296,000	0.37	0.37	1992
4	141	HELENWOOD ROAD	\$248,000	0.31	0.31	1988
4	142	OWEADA DRIVE	\$48,000	0.06	0.06	1983
4	167	KELLFAD DRIVE	\$64,000	0.08	0.08	1995
4	187	SPIRES DRIVE	\$264,000	0.33	0.33	1993
4	197	SHEALY CIRCLE	\$216,000	0.27	0.27	1987
4	204	SAWTIMBER DRIVE	\$88,000	0.11	0.11	1984
4	226	WOODWARD COURT	\$64,000	0.08	0.08	1989
4	231	WESTWOOD LANE	\$56,000	0.07	0.07	1987
4	245	HOLLY ROAD	\$616,000	0.77	0.77	1988
4	267	SANSUS DRIVE,2	\$104,000	0.13	0.13	1976
4	280	DORA ROAD	\$256,000	0.32	0.32	2000
			\$ 3,208,000.00	4.01	4.01	

COUNCIL DISTRICT "5" - PETITIONED ROADS

CD	RANK	ROAD_NAME	EST. COST		PET. LNTH	TOTAL LNTH	YEAR PET
5	7	FOX BRANCH ROAD	\$568,000	\$568,000	0.71	0.71	1989
5	20	RUTH VISTA ROAD	\$1,568,000		1.96	1.96	1985
5	32	ROLAND DRIVE	\$456,000		0.57	0.57	1984
5	34	FOREMOST DRIVE	\$440,000		0.55	0.55	2002
5	35	BACKMAN AVENUE	\$280,000		0.35	0.35	1990
5	42	CROSS STREET	\$112,000		0.14	0.14	1990
5	43	GREEN ACRES CIRCLE	\$624,000		0.78	0.78	1985
5	48	MAC CIRCLE, 1	\$432,000		0.54	0.54	1986
5	53	ROSCOE ROAD-FROM SHERWOOD DRIVE TO 1 MILE	\$776,000		0.97	1.94	1986
5	57	CRESTWOOD ARCH	\$224,000		0.28	1.24	1997
5	66	PEACHTREE ROCK RD	\$1,856,000		2.32	2.32	1982
5	70	BURKETT STREET	\$104,000		0.13	0.13	1993
5	73	MILLWOOD AVENUE	\$272,000		0.34	0.34	1998
5	87	RABBIT ROAD	\$584,000		0.73	0.73	1986
5	88	DARALYNN DRIVE	\$576,000		0.72	0.72	1990
5	91	CHESTNUT STREET	\$200,000		0.25	0.25	1992
5	92	SQUIRREL HOLLOW ROAD	\$648,000		0.81	0.81	1996
5	94	CENTRAL STREET	\$256,000		0.32	0.32	1990
5	95	ORCHARD LANE	\$48,000		0.06	0.06	1982
5	98	SPARKLEBERRY LANE	\$200,000		0.25	0.25	1980
5	105	BLUEFIELD ROAD-FROM MCLEE ROAD TO HWY #6	\$1,472,000		1.84	4.38	1987
5	106	COLONIAL DRIVE, 1	\$192,000		0.24	0.24	2001
5	109	GERRI LANE	\$224,000		0.28	0.28	1987
5	119	SINGING PINES DRIVE	\$408,000		0.51	0.51	1988
5	130	TINSLEY DRIVE	\$80,000		0.10	0.10	2002
5	135	ROWLAND PINES CT	\$184,000		0.23	0.23	1992
5	147	GARDEN LANE	\$128,000		0.16	0.16	1982
5	160	BLUFF RIDGE ROAD	\$544,000		0.68	0.68	2002
5	162	HOWITZER CIRCLE	\$552,000		0.69	0.69	1989
5	172	ELROD AVENUE	\$192,000		0.24	0.24	1991
5	173	VERA ROAD	\$224,000		0.28	0.47	2002
5	215	ANTIQUE DRIVE	\$192,000		0.24	0.24	1991
5	222	OSKEE ROAD	\$296,000		0.37	0.37	1983
5	223	BROKEN ARROW TRAIL-	\$254,091		0.32	0.32	1999
5	224	LACY SPRINGS CIR	\$240,000		0.30	0.30	1990
5	228	STEELE POND ROAD	\$544,000		0.68	0.68	1986
5	237	PIEDMONT DRIVE	\$88,000		0.11	0.11	1989
5	246	ROSEBANK COURT	\$208,000		0.26	0.26	1996
5	253	BUCK CORLEY CT	\$168,000		0.21	0.21	1995
5	266	PINE TREE DRIVE	\$182,879		0.23	0.23	1999
5	272	HOWE STREET	\$480,000		0.60	0.60	1998
5	305	WOODBERRY DRIVE	\$872,000		1.09	1.09	1997
5	307	WILLIAMS AVENUE	\$104,000		0.13	0.13	1991
			\$ 18,052,969.70		22.57	27.23	

COUNCIL DISTRICT "6" - PETITIONED ROADS

CD	RANK	ROAD_NAME	EST. COST		PET. LNTH	TOTAL LNTH	YEAR PET
6	2	GREENBRIAR DRIVE	\$312,000	\$312,000	0.39	0.39	2001
6	9	ARTIC COURT	\$264,000	\$576,000	0.33	0.33	1992
6	11	FLAMINGO ROAD	\$352,000	\$928,000	0.44	0.44	1998
6	17	HARVESTVIEW ROAD	\$736,000	\$1,664,000	0.92	0.92	1989
6	24	HARVESTVIEW RD, CROOKED CRK TO JOHN LINDLER	\$440,000		0.55	0.92	1989
6	25	ALICE DRIVE, #1	\$112,000		0.14	0.14	1989
6	33	JOHNS CREEK ROAD	\$584,000		0.73	0.73	1986
6	44	LIMESTONE ROAD	\$1,032,000		1.29	1.29	1987
6	46	CAMPING CREEK ROAD	\$704,000		0.88	0.88	1986
6	62	SYSTEMS LANE	\$448,000		0.56	0.56	1998
6	83	LAKESHORE DRIVE, #1	\$368,000		0.46	0.46	1989
6	85	SHADOW MOSS DRIVE	\$224,000		0.28	0.28	1992
6	96	RESTING PLACE PT	\$288,000		0.36	0.36	1986
6	97	JOHN LINDLER ROAD	\$792,000		0.99	0.99	1984
6	110	STEVENS CREEK ROAD	\$496,000		0.62	0.62	1985
6	113	PAUL FULMER RD-ST PETERS CHRCH TO AMICKS FERY	\$760,000		0.95	1.89	1985
6	127	TOMAHAWK DRIVE	\$520,000		0.65	0.65	1983
6	131	LESTER FRICK ROAD	\$872,000		1.09	1.09	1985
6	137	DISTANT LANE	\$336,364		0.42	0.42	1999
6	143	ROCKY BRANCH ROAD	\$456,000		0.57	0.57	2000
6	152	THREE POINT ROAD	\$328,000		0.41	0.41	1989
6	156	SHADY ACRES DRIVE	\$280,000		0.35	0.35	1984
6	157	MARY DRIVE, 1	\$184,000		0.23	0.23	1988
6	184	BIG THURSDAY CT	\$136,000		0.17	0.17	1988
6	188	LAKESIDE ROAD	\$216,000		0.27	0.27	1988
6	195	AUBURN ROAD	\$104,000		0.13	0.13	1990
6	196	GALLERY CLIFF DRIVE	\$352,000		0.44	0.44	1986
6	209	SUMMERSET DRIVE	\$168,000		0.21	0.21	1992
6	211	SUGAR BERRY ROAD	\$144,000		0.18	0.18	1985
6	216	ARROW SHORES RD	\$312,000		0.39	0.39	1983
6	219	CRYSTAL COVE CT	\$320,000		0.40	0.40	1988
6	221	BRI-LOR COURT	\$120,000		0.15	0.15	1985
6	230	PAUL FULMER RD-WESTWOODS DR. TO ST. PETERS	\$752,000		0.94	1.89	1997
6	247	PLEASANT SPRINGS CT	\$288,000		0.36	0.36	1991
6	250	ARROW SHORES CT-DEPND'T ON ARROW SHORES RD	\$192,000		0.24	0.24	1983
6	256	TILDEN POINT CIRCLE	\$128,000		0.16	0.16	1986
6	258	TANNING CREEK CT	\$136,000		0.17	0.17	2002
6	261	BEAR CREEK ROAD	\$640,000		0.80	0.80	1994
6	270	ROCKY CREEK TRAIL	\$176,000		0.22	0.22	1985
6	271	HALTIWANGER ROAD	\$1,136,000		1.42	1.42	1986
6	278	BRISTLECONE ROAD	\$1,344,000		1.68	1.68	1988
6	281	BEAR POINT	\$104,000		0.13	0.13	1998
6	286	CROSSWINDS COURT	\$120,000		0.15	0.15	1984
6	306	WHITE OWL ROAD	\$80,000		0.10	0.10	1989
6	317	WILDCHERRY ROAD	\$1,256,000		1.57	1.57	1986
			\$ 19,112,363.64		23.89	26.15	

COUNCIL DISTRICT "7" - PETITIONED ROADS

CD	RANK	ROAD_NAME	EST. COST		PET. LNTH	TOTAL LNTH	YEAR PET
7	170	STEWARD DRIVE #1	\$80,000	\$0	0.10	0.10	1992
			\$ 80,000.00		0.10	0.10	

COUNCIL DISTRICT "8" - PETITIONED ROADS

CD	RANK	ROAD_NAME	EST. COST		PET. LNTH	TOTAL LNTH	YEAR PET
8	4	GLENN STREET, 1	\$392,000	\$392,000	0.49	0.49	1985
8	39	WESTWOOD CIRCLE	\$144,000		0.18	0.18	1989
8	55	FRYE ROAD	\$400,000		0.50	0.50	1988
8	69	CONTINENTAL DRIVE	\$379,545		0.47	0.47	1999
8	72	SOUTH STREET	\$48,000		0.06	0.06	1993
8	82	WEST STREET	\$80,000		0.10	0.10	1993
8	103	ENGLISH DRIVE	\$208,000		0.26	0.26	1984
8	108	IRIS STREET	\$128,000		0.16	0.16	1986
8	136	MASON ROAD	\$128,000		0.16	0.16	1986
8	138	OBANNON WAY	\$184,000		0.23	0.23	1986
8	175	LINDLER STREET	\$160,000		0.20	0.20	1986
8	178	OAKWOOD DRIVE, 2	\$176,000		0.22	0.22	1991
8	182	ROOF STREET, 1	\$264,000		0.33	0.33	1988
8	208	PEAMAR CIRCLE	\$136,000		0.17	0.17	1986
8	227	WHITE OAK LANE	\$504,000		0.63	0.63	1984
8	251	CORLEY COURT	\$168,000		0.21	0.21	1987
			\$ 3,331,545.45		4.16	4.16	

COUNCIL DISTRICT "9" - PETITIONED ROADS

CD	RANK	ROAD NAME	EST. COST		PET. LNTH	TOTAL LNTH	YEAR PET
9	10	FIRST CREEK ROAD	\$568,000	\$568,000	0.71	0.71	1985
9	41	JACQUES HAVEN RD	\$616,000		0.77	0.77	1986
9	47	DION STREET	\$144,000		0.18	0.18	1980
9	54	SHUMPERT ROAD,1	\$640,000		0.80	0.80	1988
9	63	HUDSON CIRCLE	\$40,000		0.05	0.05	2001
9	65	BOYD SHUMPERT RD	\$312,000		0.39	0.39	1986
9	68	WOODSEGE COURT-DEPENDENT ON MARY DRIVE	\$152,000		0.19	0.19	1988
9	75	ADAMS TERRACE CT	\$352,000		0.44	0.44	2001
9	101	OLD WIRE ROAD, 1	\$640,000		0.80	0.80	1995
9	123	CONGAREE DRIVE	\$136,000		0.17	0.17	1992
9	140	VALLEY ROAD	\$200,000		0.25	0.25	1998
9	151	WHETSELL ROAD	\$240,000		0.30	0.30	1995
9	165	GIRLEY STREET	\$128,000		0.16	0.16	1992
9	171	CHAMBERLIN TRAIL	\$48,000		0.06	0.06	1984
9	177	POND ROAD	\$184,000		0.23	0.23	1986
9	194	REYNOLDS DRIVE,1	\$96,000		0.12	0.12	1991
9	233	CALICO COURT	\$248,000		0.31	0.31	1998
9	236	DAVIS DRIVE	\$480,000		0.60	0.60	1998
9	243	TODD CIRCLE	\$208,000		0.26	0.26	1986
9	273	CRESTLINE DRIVE	\$64,000		0.08	0.08	1997
9	285	HIGH MEADOW LANE	\$64,000		0.08	0.08	1997
9	288	KELLY TRAIL	\$40,000		0.05	0.05	1984
9	289	DOWNS TRAIL	\$40,000		0.05	0.05	1984
9	290	SANDMINGLE DRIVE	\$64,000		0.08	0.08	1997
9	294	OAKHILL ROAD	\$480,000		0.60	0.60	1987
9	299	SPRUCE LANE	\$112,000		0.14	0.14	1986
9	301	GILLINS TERRACE	\$352,000		0.44	0.44	1986
9	302	SANDY LANE,2	\$240,000		0.30	0.30	1986
9	315	ANN LANE #2	\$184,000		0.23	0.23	1994
			\$ 7,072,000.00		8.84	8.84	

Required Funding for "C"-Fund Roads Programmed for Paving

Council District	Date Programd	Rank	Road Construction (Priority List):	Length	Status	2006-07 current budget	Estimated additional funds
1&9	99-00	5	Pine Plain Road	3.50	May '07 bid let	\$1,745,240.00	\$0.00
5	00-01	12	Dogwood Road, 1 & 2	0.80		\$8,520.00	\$900,000.00
2	01-02	7	Truex Road	3.70	June '07 bid let	\$0.00	\$2,000,000.00
1	01-02	10	Jim Rucker Road	2.45	June '08 bid let	\$0.00	\$1,381,000.00
1	03-04	1	Pelion Road	1.43	June '09 bid let	\$6,448.00	\$2,296,803.00
9	03-04	3	Backman Drive	0.36	June '09 bid let	\$5,200.00	\$112,800.00
2	03-04	4	Eilbert Taylor Road, 2	1.00	June '09 bid let	\$0.00	\$800,000.00
5	03-04	5	Jayne Lane	0.11	June '10 bid let	\$7,435.00	\$220,322.00
5	03-04	6	Pleasant Court	0.22	June '10 bid let	\$5,735.00	\$145,043.00
3	03-04	8	Payne Lane	0.32	June '10 bid let	\$0.00	\$323,000.00
1	03-04	9	Martin Neese Road	0.25	June '10 bid let	\$4,000.00	\$142,500.00
1	03-04	10	Shannon Street	0.15	June '10 bid let	\$19,100.00	\$72,900.00

Total Miles 14.29

\*\* Total estimated required funds **\$8,394,368.00**

Total funds programmed for construction \$1,801,678.00

Current "Unclassified" available funds \$500,000.00

\*\* Based on present funding @ \$2,100,000 per year, these roads will be completed by January, 2011 as long as inflation does not increase as it has in the past.



COUNTY OF LEXINGTON  
PUBLIC WORKS DEPARTMENT  
ENGINEERING

**M E M O R A N D U M**

DATE: March 2, 2007  
TO: Katherine Hubbard  
County Administrator  
FROM: John Fachtel, Public Works Director  
Assistant County Administrator  
RE: Victor Road

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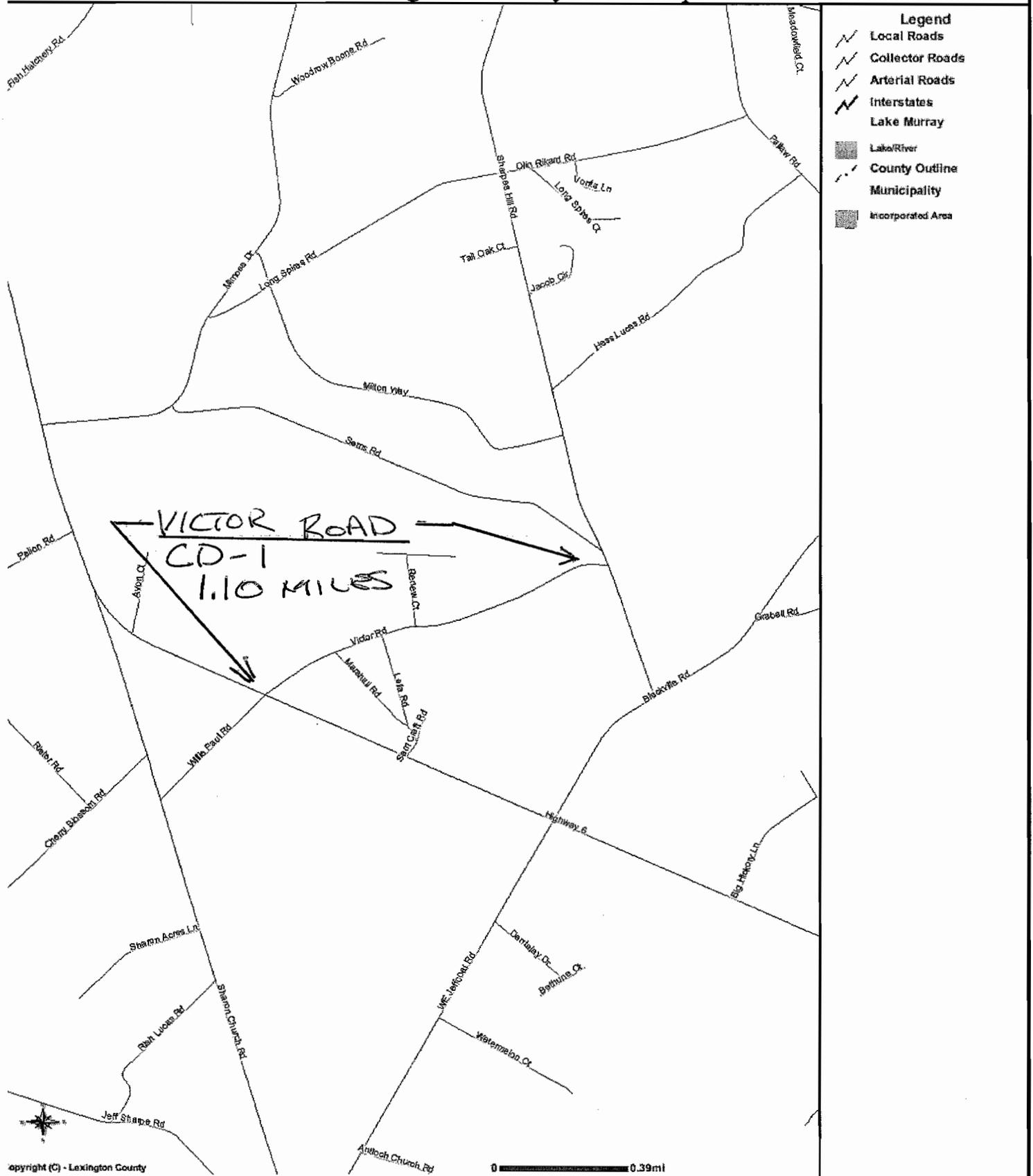
SCDOT has received bids for the paving of Victor Road, which is approximately 1.1 miles and is located in Council District 1. An ABT is currently being processed to place the necessary funds into the Victor Road account. The total construction cost for the project is \$779,450.67. The county has already issued a check to SCDOT in the amount of \$63,919.00 for preliminary engineering only, leaving a balance of \$715,531.67. Once the ABT is processed the necessary funds will be in the account. The additional funds can be paid on a quarterly basis with the first quarterly amount is \$178,882.92 and is due by March 15, 2007. A location map is attached.

I recommend that County Council concur with the bid and forward the first quarterly check to SCDOT for \$178,882.92.

A decision must be made by March 15, 2007 for SCDOT to honor this bid. County Council therefore needs to address this at the March 13, 2007 Council Meeting.

Attachments (2)

# Lexington County GIS Map



copyright (C) - Lexington County

0 0.39mi

DISCLAIMER: Lexington County makes no warranty, representation or guaranty as to the content, sequence, accuracy, timeliness or completeness of any of the database information provided herein. The reader should not rely on the data provided herein for any reason. Lexington County explicitly disclaims any representations and warranties, including, without limitation, the implied warranties of merchantability and fitness for a particular purpose.



South Carolina  
Department of Transportation

February 27, 2007

cc: Billy Derrick  
Katherine Hubbar  
John Fachtel  
2-28-07



Mr. William C. Derrick  
Chairman – Lexington County Council  
212 South Lake Drive  
Lexington, South Carolina 29072

**RE: 32.30494 (“C” PIN 30494) – Construction of Road S-1935 (Victor Road) extending from SC Route 6 to Road S-1929 (Sharps Hill Road). “C” Project – Lexington County**

Dear Mr. Derrick:

The Department received bids on a road construction contract in Lexington County on February 13, 2007. The project is under the “C” Program to be funded from “C”-funds administered by Lexington County Transportation Committee (LCTC). The following is a breakdown of the cost:

File No.	C-PIN No.	Road Number / (Name)	Current Programmed Amount	Contract Low Bid (Quantities)	Lump Sum Construction Field Management Including Overhead	Utility Relocation Cost	5% Construction Contingency	Total Construction Cost	Additional “C”-Funds Required for this Contract
32.30494	30494	S-1935 / Victor Rd	\$63,919.00 (P.E. Only)	\$597,274.33	\$125,427.62	\$26,885.00	\$29,863.72	\$779,450.67	\$715,531.67
<b>CONTRACT TOTALS</b>			<b>\$63,919.00</b>	<b>\$597,274.33</b>	<b>\$125,427.62</b>	<b>\$26,885.00</b>	<b>\$29,863.72</b>	<b>\$779,450.67</b>	<b>\$715,531.67</b>

As shown above, the actual low bid received from Plowden Construction for plan quantities was \$597,274.33. The total cost of this project, after adding engineering, utility relocation cost and a 5% contingency fee is \$779,450.67. The 5% contingency fee is for unforeseen occurrences during construction that would involve the addition of some minor quantities or plan revisions. These additions normally result in an overrun of contract quantities or obtaining a Supplemental Agreement to the contract. All monies not spent from this amount will be returned to the LCTC’s account at the completion of construction. The total amount previously approved for this project is \$63,919.00 (Lump Sum) for preliminary engineering only. This will require an authorization of an additional \$715,531.67 to award this contract.

We received five (5) competitive bids for this project. The low bid was 19.0% below our Engineer’s Estimate. Therefore, since the cost of this project, based on the low bid received, is within the Department’s normal contract award criteria, we are recommending the contract to be awarded to the low bidder.



Therefore, please advise the Department if you desire to award this contract by checking the appropriate statement and returning a copy of this letter to me by March 15, 2007. You should also submit a check made payable to SCDOT, P.O. Box 191, Columbia, SC 29202, Room 427, in the full amount of \$715,531.67 or you may elect to make quarterly payments based on the following payment schedule. Should you elect to make quarterly payments the first payment will be due by **March 15, 2007** in the amount of \$178,882.92 (25% of the required "C" funds). The estimated completion date for this project is July 31, 2007. Therefore, the 2<sup>nd</sup> payment will be due **April 19, 2007** in the amount of \$178,882.92 (25%). The 3<sup>rd</sup> payment will be due **May 23, 2007** in the amount of \$178,882.92 (25%) and the final payment for the construction of this project will be due **June 30, 2007** in the amount of \$178,882.92. Should the contractor complete the project prior to the estimated completion date the payment schedule will be revised and you will be notified of the new schedule. Please note that once the payment (entire sum / first quarterly payment) has been forwarded to this office, we can issue the award letter to the Contractor to commence work.

If we do not receive a response by March 15, 2007 we will assume that the LCTC does not desire to award the project. This deadline has been established since the bids we receive are only valid for 30 days. After that time expires, the contractor does not have to accept the work and has the option to revise his bid prices. If the project is not awarded, it will be placed on hold and will not be re-advertised until the LCTC advises the Department in writing how to proceed.

Should you have any questions, please feel free to contact myself or Project Manager Alan M. Matienzo at (803) 737-1127. Our fax number is (803) 737-3393.

Sincerely,



Wilson C. Elgin, P.E.  
"C" Project Engineer

**SC File: 32.30494 – "C"-PIN: 30494**

Concur in Award \_\_\_\_\_

Do Not Award \_\_\_\_\_

\_\_\_\_\_  
Chairman of the Lexington County Transportation Committee

\_\_\_\_\_  
Date

WCE:amm  
File: PC/AMM

Bc: District Engineering Administrator Brunson – District 1  
District Construction Engineer Dickinson – District 1  
Contract Administrator Mack  
Project Manager Matienzo

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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# RESOLUTION

THE COUNCIL FOR THE COUNTY OF LEXINGTON, SOUTH CAROLINA, MEETING IN GENERAL SESSION THE 13TH DAY OF MARCH, TWO THOUSAND AND SEVEN, ADOPTED THE FOLLOWING:

**WHEREAS**, on October 06, 2006, Mary Kay Hatchell, loving spouse and mother of three, gave the gift of life; and

**WHEREAS**, Mary Kay humbly and unselfishly felt the need and desire to donate a kidney to a fellow friend and church member, Mark Andrew Phillips; and

**WHEREAS**, the doctors at the Medical College of Georgia were amazed that the kidney was a perfect match and functioned immediately as the kidney was transplanted, even though Mary Kay was not a blood relative; and

**WHEREAS**, through Mary Kay's faith, family support, and love for others, she made the decision to give a part of her life so that another could live a normal and productive life.

**NOW, THEREFORE, BE IT RESOLVED** that we, Lexington County Council, do honor Mary Kay for her faith and courage in making the ultimate sacrifice when she donated a kidney to Mark Andrew Phillips.

\_\_\_\_\_  
William C. "Billy" Derrick, Chairman

\_\_\_\_\_  
Debra B. "Debbie" Summers, Vice Chairman

\_\_\_\_\_  
James E. "Jim" Kinard, Jr.

\_\_\_\_\_  
George H. "Smokey" Davis

\_\_\_\_\_  
Bobby C. Keisler

\_\_\_\_\_  
Johnny W. Jeffcoat

\_\_\_\_\_  
John W. Carrigg, Jr.

\_\_\_\_\_  
William B. Banning, Sr.

\_\_\_\_\_  
M. Todd Cullum

ATTEST:

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

# RESOLUTION

THE COUNCIL FOR THE COUNTY OF LEXINGTON, SOUTH CAROLINA, MEETING IN GENERAL SESSION THE 13TH DAY OF MARCH, TWO THOUSAND AND SEVEN, ADOPTED THE FOLLOWING:

WHEREAS, the Lexington Conservation District was established in 1939 to provide local citizen input to soil and water concerns; and

WHEREAS, the Lexington Conservation District has for many years, provided advice and technical assistance to citizens of Lexington County in the management of soil and water; and

WHEREAS, in 1973, Lexington County with the cooperation of the Conservation District enacted one of the first storm water management programs in South Carolina; and

WHEREAS, the Conservation District continues to cooperate with Lexington County in addressing soil and water issues in agricultural and urbanizing areas; and

WHEREAS, the Conservation District has been recognized by the South Carolina Association of Conservation Districts as the "2006 Outstanding Conservation District."

NOW, THEREFORE, BE IT RESOLVED that we, Lexington County Council, congratulates the Commissioners, Staff, and Affiliate Members for being named the "2006 OUTSTANDING CONSERVATION DISTRICT" and commend them for an outstanding job in environmental protection to the citizens of Lexington County.

---

William C. "Billy" Derrick, Chairman

---

Debra B. "Debbie" Summers, Vice Chairman

---

James E. "Jim" Kinard, Jr.

---

George H. "Smokey" Davis

---

Bobby C. Keisler

---

Johnny W. Jeffcoat

---

John W. Carrigg, Jr.

---

William B. Banning, Sr.

---

M. Todd Cullum

ATTEST:

---

Diana W. Burnett, Clerk

## **APPOINTMENTS - BOARDS & COMMISSIONS**

March 13, 2007

### **BILLY DERRICK**

**Health Services District** - John R. Caughman - Term expired 03/10/07 - Not eligible for reappointment

### **SMOKEY DAVIS**

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

### **DEBBIE SUMMERS**

**Health Services District** - Wayne D. Corley - Term expired 03/10/07 - Eligible for reappointment

### **JOHNNY JEFFCOAT**

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

### **JOHN CARRIGG**

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

**Children's Shelter** - Vacant - Term expired 06/30/01

**Library Board** – Rev. Richard E. McLawhorn (Resignation effective 02/19/07)  
Term expires 09/26/07

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

**Board of Zoning Appeals** - Malcolm Dennis (Resignation effective 01/01/07) -  
Term expires 12/31/09

### **BILL BANNING**

**Health Services District** - Jennifer T. Cunningham - Term expired 03/10/07 - Eligible for reappointment

**Health Services District** - Billy R. Oswald - Term expired 03/10/07 - Eligible for reappointment

### **TODD CULLUM**

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

**Health Services District** - Elizabeth W. Foster - Term expired 03/10/07 - Not eligible for reappointment

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

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

### **CENTRAL MIDLANDS TRANSPORTATION PLANNING TECHNICAL ADVISORY COMMITTEE**

Charles M. Compton – Term expired 01/01/07 – Eligible for reappointment

John Fechtel – Term expired 01/01/07 – Eligible for reappointment

February 19, 2007

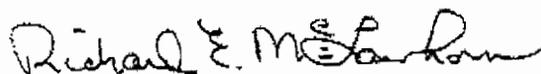
The Honorable John Carrigg  
523 Shadow Brook Drive  
Columbia, S.C. 29210

Dear Mr. Carrigg:

Please be advised that I must resign from the Lexington County Library Board. This decision, which I came to reluctantly, is necessitated by the substantial increase in time that I must give to my ministry.

Thank you for the opportunity to serve on the Library Board.

Sincerely,

A handwritten signature in black ink that reads "Richard E. McLawhorn". The signature is written in a cursive style with a large, stylized initial 'R'.

Rev. Richard E. McLawhorn

# COUNTY OF LEXINGTON

## Procurement Service

---

### MEMORANDUM

**DATE:** March 2, 2007

**TO:** Katherine Hubbard  
County Administrator

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

**SUBJECT: Furniture and Shelving for Swansea, South Congaree, and Chapin Libraries  
B07018-02/23/07 – Library Services**

Competitive bids were solicited to purchase Furniture and Shelving for the new Swansea Branch, South Congaree Branch, and Chapin Branch Addition Libraries. The bid consisted of all furniture and shelving necessary for the operation of each library. The solicitation allowed the potential vendors to bid on the furniture and/or shelving by lots and by location.

We received two (2) bids (see attached bid tabulation). Daniel Shelley, James, DuRant, Matthews & Shelley, Inc; Dan MacNeill, Director of Library Services; and Sheila Fulmer, Procurement Manager, evaluated the bids. It is our recommendation to award this bid to Interior Systems, Inc. for a total cost of \$170,867.13. The Lexington County Library Board met on February 26, 2007 and concurs with this recommendation. The following provides the cost breakdown by library:

Swansea Library Shelving	\$31,528.06	
Swansea Library Furniture	\$32,164.32	\$63,692.38
South Congaree Library Shelving	\$30,245.62	
South Congaree Library Furniture	\$32,267.14	\$62,512.76
Chapin Library Shelving	\$32,167.07	
Chapin Library Furniture	\$12,494.92	\$44,661.99
<b>TOTAL</b>		<b>\$170,867.13</b>

Funds are appropriated in the following accounts:

2321-230099-5A6359	Swansea Branch Furniture & Equipment	\$63,692.38
2321-230099-5A6389	South Congaree Branch Furniture and Equipment	\$62,512.76
2321-230099-5A6379	Chapin Branch Addition Furniture and Equipment	\$44,661.99

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 March 13, 2007.

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

**BID TABULATION  
FURNITURE & SHELVING PROPOSAL  
Lexington County Library System  
Swansea Library (A)  
South Congaree Library (B)  
Chapin Branch Library Addition (C)**

COMMISSION NOS. 05-406A, 05-407A, 05-405A

BID DATE: Feb. 23, 2007 at 3:00 pm

VENDORS	ATD-American Co. Wyncote, PA	Contract Interiors Columbia, SC	Corporate Concepts Columbia, SC	Interior Systems West End, NC	KI Green Bay, WI
Addendum No.1	<b>NO SHOW</b>		<b>NO SHOW</b>	<b>X</b>	<b>NO SHOW</b>
Bid Bond or Guarantee				<b>X</b>	
Liability Insurance Certificate		<b>X</b>		<b>X</b>	
Worker's Compensation Certificate		<b>X</b>		<b>X</b>	
Shelving Installation Experience List		<b>NA</b>		<b>X</b>	
Product Compliance Statement		<b>X</b>		<b>X</b>	
500 Lot A - Shelving <b>Lot A Grand Total Price</b>		<b>NO BID</b>		<b>\$31,528.06</b>	
500 Lot B - Shelving <b>Lot B Grand Total Price</b>		<b>NO BID</b>		<b>\$30,245.62</b>	
500 Lot C - Shelving <b>Lot C Grand Total Price</b>		<b>NO BID</b>		<b>\$32,167.07</b>	
600 Lot A - Furniture <b>Lot A Grand Total Price</b>		<b>\$34,427.01</b>		<b>\$32,164.32</b>	
600 Lot B - Furniture <b>Lot B Grand Total Price</b>		<b>\$34,427.01</b>		<b>\$32,267.14</b>	
600 Lot C - Furniture <b>Lot C Grand Total Price</b>		<b>\$16,024.67</b>		<b>\$12,494.92</b>	

**BID TABULATION  
FURNITURE & SHELVING PROPOSAL  
Lexington County Library System  
Swansea Library (A)  
South Congaree Library (B)  
Chapin Branch Library Addition (C)**

COMMISSION NOS. 05-406A, 05-407A, 05-405A

BID DATE: Feb. 23, 2007 at 3:00 pm

VENDORS	Master Plan Sumter, SC	Miller's Columbia Columbia, SC	RL Bryan Columbia, SC	Solid Solutions Winder, GA	Southern Business Systems W. Columbia, SC
Addendum No.1	NO SHOW	NO SHOW	NO BID	NO SHOW	NO BID
Bid Bond or Guarantee					
Liability Insurance Certificate					
Worker's Compensation Certificate					
Shelving Installation Experience List					
Product Compliance Statement					
500 Lot A - Shelving <b>Lot A Grand Total Price</b>					
500 Lot B - Shelving <b>Lot B Grand Total Price</b>					
500 Lot C - Shelving <b>Lot C Grand Total Price</b>					
600 Lot A - Furniture <b>Lot A Grand Total Price</b>					
600 Lot B - Furniture <b>Lot B Grand Total Price</b>					
600 Lot C - Furniture <b>Lot C Grand Total Price</b>					

**BID TABULATION  
FURNITURE & SHELVING PROPOSAL  
Lexington County Library System  
Swansea Library (A)  
South Congaree Library (B)  
Chapin Branch Library Addition (C)**

COMMISSION NOS. 05-406A, 05-407A, 05-405A

BID DATE: Feb. 23, 2007 at 3:00 pm

<b>VENDORS</b>	Space Saving Solutions Lexington, SC	Virco, Inc. W. Columbia, SC	White Office Furniture, Ltd. Rock Hill, SC	
Addendum No.1	<b>NO SHOW</b>	<b>NO SHOW</b>	<b>NO SHOW</b>	
Bid Bond or Guarantee				
Liability Insurance Certificate				
Worker's Compensation Certificate				
Shelving Installation Experience List				
Product Compliance Statement				
500 Lot A - Shelving <b>Lot A Grand Total Price</b>				
500 Lot B - Shelving <b>Lot B Grand Total Price</b>				
500 Lot C - Shelving <b>Lot C Grand Total Price</b>				
600 Lot A - Furniture <b>Lot A Grand Total Price</b>				
600 Lot B - Furniture <b>Lot B Grand Total Price</b>				
600 Lot C - Furniture <b>Lot C Grand Total Price</b>				

# COUNTY OF LEXINGTON

## Procurement Services

---

MEMORANDUM

(O) 785-8319

(F) 785-2240

**DATE:** March 2, 2007

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

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



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



**SUBJECT:** Personal Protective Kits - Public Safety/EMS

---

We have received a purchase request for the purchase of eighteen (18) Personal Protective Kits for Public Safety EMS. The kits will be purchased directly from Aramsco through the South Carolina State Contract #04-S6165-A10197.

In 2004, the Federal Government mandated personal protection kits be issued to all first responders, kits were purchased at that time for existing employees. However, no provision is in place to provide kits for new employees. This purchase will provide a usable inventory to accommodate new employees and replacement kits as needed.

The total cost of this equipment including applicable sales tax is \$6,206.34.

Funds are appropriated in the following account:

#1000-131400-5A7091	(18) Personal Protection Kits	\$6,206.34
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I concur with the above recommendation and further recommend that this purchase be placed on County Council's agenda for their next scheduled meeting on March 13, 2007.

copy: Larry Porth, Director of Finance / Assistant County Administrator  
Chief Bruce Rucker, Assistant Sheriff / Director of Public Safety & Homeland Security  
Chief Brian Hood, Public Safety / EMS Coordinator

# COUNTY OF LEXINGTON

## Procurement Services

---

### MEMORANDUM

(O) 785-8385

(F) 785-2240

**DATE:** February 22, 2007

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

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

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

**SUBJECT:** **Rapid Intervention Team (RIT) Bags and Equipment / Sole Source Procurement Public Safety / Fire Service**

---

We have received a requisition for the purchase of Rapid Intervention Team (RIT) Bags and Equipment for Public Safety / Fire Service.

Fire Service is required by OSHA 1910.120 to provide two (2) firefighting personnel outside of each structure whenever firefighters enter a hazardous atmosphere inside a burning structure. This team must have special tools and equipment contained in a compact carrying case that is designed to withstand the rigors of firefighting in the event the team inside the house "goes down" and the RIT team is required to go inside to rescue the rescuers. This will allow for one (1) RIT Team bag and equipment to be placed on each of our primary attack pumper. The equipment for these bags is manufactured by Mine Safety Appliance (MSA). This has been deemed a Sole Source through Newton's Fire & Safety Equipment, Inc. as they are the only MSA authorized dealer for South Carolina.

The cost of this equipment is \$13,753.50 including applicable tax.

Funds are appropriated in the following account:

1000-131500-5A6082	Rapid Intervention Team Bags & Equipment	\$13,753.50
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I concur with the above recommendation and further recommend that this purchase be placed on County Council's agenda for their next scheduled meeting on March 13, 2007.

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

## COMMITTEE REPORT

**RE:** Proposed Additions to the Animal Control Ordinance (Goal 2)

**DATE:** February 27, 2007

**COMMITTEE:** Health and Human Services

**MAJORITY REPORT:** Yes

---

The Health and Human Services Committee convened on Tuesday, February 27, 2007 to review proposed additions to the Animal Control Ordinance.

Mr. Joe Mergo, Animal Services Director, outlined additions to the animal control ordinance as a direct result of issues encountered by Animal Services staff during the performance of their duties. The proposed additions are as follows:

### ARTICLE II. ANIMAL CONTROL

#### Division 1. GENERALLY

##### Sec. 10-31. Definitions.

###### 1- Add:

“Shelter - Shall be defined as a structure appropriately sized for the animal to stand or lie in a normal manner. The structure must have a roof, three sides, appropriate sized opening for ingress and egress and a dry floor so as to protect the animal from the elements of weather.”

###### Add new section:

##### Sec. 10-?? Sale of Pets.

(a) No person shall trade, barter, auction, lease, rent, give away, or display for commercial purpose, any pet, on any roadside, public right-of-way, public property, commercial parking lot or sidewalk, or at any flea market, fair or carnival.

***Council requested to add the word “sell” to this section.***

(b) No person shall offer a pet as an inducement to purchase a product, commodity or service.

(c) Licensed pet shops, commercial kennels, county animal shelters, and licensed pet rescue organizations may be exempt from the requirements of this section with prior written approval from the animal services director or designee. The written approval document must be kept on site and produced upon request to law enforcement and code enforcement personnel.

Sec. 10-41 Enforcement of Article.

(d) Add "Further, after reasonable attempts to capture and/or restrain unsuccessfully a pet in violation of any section of this article (by physical means and/or trapping), as a last resort the pet may be destroyed."

The Committee voted to amend the proposed additions to add the word "sell" to the proposed new section Sec.10-?? Sale of Pets and to recommend to full Council to move forward with first reading of the proposed animal control ordinance as amended by the Committee.

## Section 10-31 Definitions

Shelter – Shall be defined as a structure appropriately sized for the animal to stand or lie in a normal manner. The structure must have a roof, three sides, appropriate sized opening for ingress and egress and a dry floor so as to protect the animal from the elements of weather.

## Section 10-?? Sale of Pets

- (a) No person shall trade, barter, auction, lease, rent, give away, or display for commercial purpose, any pet, on any roadside, public right-of-way, public property, commercial parking lot or sidewalk, or at any flea market, fair or carnival.
- (b) No Person shall offer a pet as an inducement to purchase a product, commodity or service.
- (c) Licensed pet shops, commercial kennels, county animal shelters, and licensed pet rescue organizations may be exempt from the requirements of this section with prior written approval from the animal services director or designee. The written approval document must be kept on site and produced upon request to law enforcement and code enforcement personnel.

## Section 10-41 Enforcement of Article

[Amendment]

(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. Further, after reasonable attempts to capture and/or restrain unsuccessfully a pet in violation of any section of this article (by physical means and/or trapping), as a last resort the pet may be destroyed.

## COMMITTEE REPORT

**RE:** Review of the Outdoor Burning Ordinance (Goal 2)

**DATE:** February 27, 2007

**COMMITTEE:** Health and Human Services

**MAJORITY REPORT:** Yes

---

The Health and Human Services Committee convened on Tuesday, February 27, 2007 to review proposed amendments to the outdoor burning ordinance.

Chief Bruce Rucker, Assistant Sheriff/Director of Public Safety and Homeland Security provided information on amendments to the current ordinance with assistance from Public Works, Fire Service and DHEC. The proposed amendments are as follows:

### ARTICLE IV. OUTDOOR BURNING

Sec. 30-107. Compliance with article provisions.

- 1 - Delete the word **“unincorporated”**
- 2 - Add **“serviced by the Lexington County Fire Service,”**

Sec. 30-108. Location.

- 1 - Change Sec. 30-108 Location Header to **“Location of residential yard debris burning.”**
- 2 - Delete the words **“the burning”** and add **“Open burning of leaves, tree branches or yard trimmings on the premises of private residences and burned on those premises,”**
- 3 - Change each occurrence for **“50 feet “** to **“100 feet”**
- 4 - Add **“Open burning for the purpose of land clearing or right-of-way maintenance must be conducted in accordance with the SC Department of Health and Environmental Control (DHEC) Air Quality Regulations 61-62.2 and 61-62.4 and S.C. Code 1976, § 48-35-10 et seq**
- 5 - Delete **“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.”**

Sec. 30-110. Prohibited during hazardous conditions.

- 1 - Change Sec. 30-110 Prohibited during hazardous conditions Header to **“Fires shall be prohibited as follows”**
- 2 - Add **“The following materials shall not be burned in an open fire. Asphalt and asphaltic materials, paint, plastics, metals, treated wood, paper, petroleum**

products, demolition debris, dead animals, construction debris, household chemicals, household garbage, tires, trade waste and cardboard.”

3 - Add **“Open burning for the purpose of land clearing and right-of-way maintenance. Except as specified by DHEC Air Quality Regulations 61-62.2 and 61-62.4”**

4 - Add **“Open burning for the purpose of land clearing, and right-of-way maintenance shall be prohibited during the ozone season (April 1 through October 30)”**

Sec. 30-113. Exemptions.

1 - Under (c) delete **“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.”**

2 - Add **“Fires set for the purpose of training public fire-fighting personnel when authorized by the appropriate governmental entity, and fires set by a private industry as a part of an organized program of drills for the training of fire-fighting personnel. 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 by DHEC is required only for sites which are not established training sites.”**

Sec. 30-114. Restrictions; exceptions.

1 - Delete the word **“substantially”**

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

1 - Delete **“If any conflict arises between the provisions of this article and any state law, the provisions of state law shall prevail and be controlling.”**

2. Add **“The provisions of this article shall prevail and be controlling over provisions of state law if such is allowed by state law. Otherwise, if any conflict arises between the provisions of this article and any state law, the provisions of state law shall prevail and be controlling.”**

The Committee voted, five to one, to recommend to full Council to move forward with the first reading of the amended outdoor burning ordinance as written.

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 areas of the county serviced by the Lexington County Fire Service, except as stated in this article.

(Ord. No. 94-3, § 1, 5-23-94)

**Deleted:** unincorporated

Sec. 30-108. Location of residential yard debris burning.

Open burning of leaves, tree branches or yard trimmings on the premises of private residences and burned on those premises, must be located not less than 100 feet from any structure and not less than 100 feet from the property line and adequate provision is made to prevent the fire from spreading within 100 feet of any structure. Open burning for the purpose of land clearing or right-of-way maintenance must be conducted in accordance with the SC Department of Health and Environmental Control (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, § 2, 5-23-94; Ord. No. 98-11, 12-8-98)

**Comment [s1]:** This section increases the distance for residential yard burning from 50 feet to 100 feet. It also removes the provision that the burning can occur in an approved waste burner.

**Deleted:** 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.

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 forester. The notice shall contain all information required by the state forester or his representative. The burning must be conducted in accordance with related state laws and regulations including, but not limited to, 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)

**Comment [s2]:** This section ties our ordinance to the State Regulation requirements.

**Deleted:** during hazardous conditions

Sec. 30-110. Fires shall be prohibited as follows.

- a. The county fire service coordinator may prohibit open burning when atmospheric conditions, local circumstances or other conditions exist that would make such fires hazardous.
- b. The following materials shall not be burned in an open fire. Asphalt and asphaltic materials, paint, plastics, metals, treated wood, paper, petroleum products, demolition debris, dead animals, construction debris, household chemicals, household garbage, tires, trade waste and cardboard.

**Comment [s3]:** This section is similar to DHEC Regulation 61-62.2 Section G3. The DHEC regulations have an addition that these materials can be burned if the smoke resulting from the burn does not exceed 40% opacity. The opacity requirement was removed, because there are no County staff trained to read smoke opacity and in most cases you will exceed the opacity limit when burning these items.

- c. Open burning for the purpose of land clearing and right-of-way maintenance. Except as specified by DHEC Air Quality Regulations 61-62.2 and 61-62.4
- d. Open burning for the purpose of land clearing, and right-of-way maintenance shall be prohibited during the ozone season (April 1 through October 30)

(Ord. No. 94-3, § 4, 5-23-94)

**Comment [s4]:** This section is more stringent than the DHEC regulations because it bans burning associated with land clearing activities during the ozone season.

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) Fires set for the purpose of training public fire-fighting personnel when authorized by the appropriate governmental entity, and fires set by a private industry as a part of an organized program of drills for the training of fire-fighting personnel. 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 by DHEC is required only for sites which are not established training sites.

(Ord. No. 94-3, §§ 7, 8, 5-23-94; Ord. No. 98-11, 12-8-98)

**Comment [s5]:** The exemptions for licensed contractors was removed from this section.

**Deleted:** 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.

**Deleted:** substantially

Sec. 30-114. Restrictions; exceptions.

Smoke production must be 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 Control 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)

**Comment [s6]:** Does this section prevent the more stringent parts of the County Ordinance from prevailing over state regulations? The County Attorney would need to review this.

## 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 serviced by the Lexington County Fire Service, except as stated in this article.

(Ord. No. 94-3, § 1, 5-23-94)

### **Sec. 30-108. Location of residential yard debris burning.**

~~The burning~~ Open burning of leaves, tree branches or yard trimmings on the premises of private residences and burned on those premises, must be located not less than 50-100 feet from any structure and not less than 50-100 feet from the property line and adequate provision is made to prevent the fire from spreading within 50-100 feet of any structure. Open burning for the purpose of land clearing or right-of-way maintenance must be conducted in accordance with the SC Department of Health and Environmental Control (DHEC) Air Quality Regulations 61-62.2 and 61-62.4 and S.C. Code 1976, § 48-35-10 et seq

~~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. 94-3, § 2, 5-23-94; Ord. No. 98-11, 12-8-98)

### **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 forester. The notice shall contain all information required by the state forester or his representative. The burning must be conducted in accordance with related state laws and regulations including, but not limited to, DHEC Air Quality Regulations 61-62.2 and 61-62.4 and S.C. Code 1976, § 48-35-10 et seq.<sup>[s1]</sup>

(Ord. No. 94-3, § 3, 5-23-94)

### **Sec. 30-110. Fires Shall be Prohibited during hazardous conditions as follows.**

- a. \_\_\_\_\_ The county fire service coordinator may prohibit open burning when atmospheric conditions, local circumstances or other conditions exist that would make such fires hazardous.
- b. \_\_\_\_\_ The following materials shall not be burned in an open fire. Asphalt and asphaltic material, paint, plastics, metals, treated wood, paper, petroleum

- products, demolition debris, dead animals, construction debris, household chemicals, household garbage, tires, trade waste and cardboard<sup>[s2]</sup>
- c. Open burning for the purpose of land clearing and right-of-way maintenance. Except as specified by DHEC Air Quality Regulations 61-62.2 and 61-62.4
- d. Open burning for the purpose of land clearing and right-of-way maintenance shall be prohibited during the ozone season (April 1-October 30)<sup>[s3]</sup>

(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.~~ Fires set for the purpose of training public fire-fighting personnel when authorized by the appropriate governmental entity, and fires set by a private industry as a part of an organized program of drills for the training of fire-fighting personnel. These will be exempt only if the drills are solely for the purpose of fire-fighting training and the duration of the burning is held at the minimum required for such purposes. Prior approval by DHEC is required only for sites which are not established training sites.

(Ord. No. 94-3, §§ 7, 8, 5-23-94; Ord. No. 98-11, 12-8-98)

### **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 Control 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.~~  
The provisions of this article shall prevail and be controlling over provisions of state law if such is allowed by state law. Otherwise, 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)

**Note: Words underlined and in red are new additions to the ordinance. Wording that has been deleted is marked through or appears in the right margin. Appearance of additions and deletions, including color, will vary depending on the version of Microsoft Word used to open the document.**

ORDINANCE NO. 07-03

AN ORDINANCE AMENDING THE ANIMAL CONTROL  
ORDINANCE.

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

The following shall be added to Section 10-31—Definitions:

**Section 1. Shelter** – Shall be defined as a structure appropriately sized for the animal to stand or lie in a normal manner. The structure must have a roof, three sides, appropriate sized opening for ingress and egress and a dry floor so as to protect the animal from the elements of weather.

**Section 2.** The following section shall be added as Section 10.41 and current 10.41 shall be renumbered as Section 10.42 and current Section 10.42 shall be renumbered as 10.43

- (a) No person shall sell, trade, barter, auction, lease, rent, give away, or display for commercial purpose, any pet, on any roadside, public right-of-way, public property, commercial parking lot or sidewalk, or at any flea market, fair or carnival.
- (b) No Person shall offer a pet as an inducement to purchase a product, commodity or service.
- (c) Licensed pet shops, commercial kennels, county animal shelters, and licensed pet rescue organizations may be exempt from the requirements of this section with prior written approval from the animal services director or designee. The written approval document must be kept on site and produced upon request to law enforcement and code enforcement personnel.

**Section 3.** Section 10.41(d) [herein amended to be 10.42(d)] is amended to add the following sentence to the end of this subsection:

Further, after reasonable attempts to capture and/or restrain unsuccessfully a pet in violation of any section of this article (by physical means and/or trapping), as a last resort the pet may be destroyed.

This Ordinance shall become effective upon its enactment.

Enacted this \_\_\_\_ day of \_\_\_\_\_, 2007.

LEXINGTON COUNTY, SOUTH CAROLINA

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William C. Derrick  
Chairman, County Council

(SEAL)

ATTEST:

\_\_\_\_\_  
Clerk to Council

Date of First Reading: \_\_\_\_\_

Date of Second Reading: \_\_\_\_\_

Date of Public Hearing: \_\_\_\_\_

Date of Third Reading: \_\_\_\_\_

ORDINANCE NO. 07-04

AN ORDINANCE AMENDING THE OUTDOOR BURNING  
ORDINANCE.

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

**Section 1. Section 30-108 is amended to read as follows:**

**Location of residential yard debris burning.**

Open burning of leaves, tree branches or yard trimmings on the premises of private residences and burned on those premises, must be located not less than 100 feet from any structure and not less than 100 feet from the property line and adequate provision is made to prevent the fire from spreading within 100 feet of any structure. Open burning for the purpose of land clearing or right-of-way maintenance must be conducted in accordance with the SC Department of Health and Environmental Control (DHEC) Air Quality Regulations 61-62.2 and 61-62.4 and S.C. Code 1976, § 48-35-10 et seq

**Section 2. Section 30-110 is amended by designating the present sub-section as (a.) and by adding sub-sections b, c, and d as follows:**

**Fires shall be prohibited as follows.**

- a. The county fire service coordinator may prohibit open burning when atmospheric conditions, local circumstances or other conditions exist that would make such fires hazardous.
- b. The following materials shall not be burned in an open fire. Asphalt and asphaltic materials, paint, plastics, metals, treated wood, paper, petroleum products, demolition debris, dead animals, construction debris, household chemicals, household garbage, tires, trade waste and cardboard.
- c. Open burning for the purpose of land clearing and right-of-way maintenance. Except as specified by DHEC Air Quality Regulations 61-62.2 and 61-62.4
- d. Open burning for the purpose of land clearing, and right-of-way maintenance shall be prohibited during the ozone season (April 1 through October 30)

**Section 3. Section 30-113. Exemptions is amended by replacing the current subsection (c) with the following:**

(c) Fires set for the purpose of training public fire-fighting personnel when authorized by the appropriate governmental entity, and fires set by a private industry as a part of an organized program of drills for the training of fire-fighting personnel. 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 by DHEC is required only for sites which are not established training sites.

**Section 4. Sec. 30-114. Restrictions; exceptions is amended by deleting "substantial" so that it will now read as follows:**

Smoke production must be 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 Control Regulation 61-62.2.

**Section 5. Sec. 30-117:**

The provisions of this article shall prevail and be controlling over provisions of state law if such is allowed by state law. Otherwise, if any conflict arises between the provisions of this article and any state law, the provisions of state law shall prevail and be controlling.

This Ordinance shall become effective upon its enactment.

Enacted this \_\_\_\_ day of \_\_\_\_\_, 2007.

LEXINGTON COUNTY, SOUTH CAROLINA

\_\_\_\_\_  
William C. Derrick  
Chairman, County Council

(SEAL)

ATTEST:

\_\_\_\_\_  
Clerk to Council

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



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 # M07-01

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

West Side of Charter Oak Road, Lexington

Zoning Classifications: (Current) Restrictive Development (RD) (Proposed) Intensive Development (ID)

TMS#: 004200-05-004, 023 P/O, & 024 P/O Property Owner: Walter Roy Drafts, Randell W. & Amanda F. Drafts, Jerald W. & Margaret B. Drafts

Reason for the request: The change in the zoning classification would reduce the buffer restrictions for any proposed future developments and to coincide with a recent map amendment request on an adjoining 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: 2/8/07 Applicant: Owner [ ] Agent [x]

Phone #(s): home (803) 359-3997

Signature: [Handwritten Signature] Printed Name: Walter Roy Drafts

Street/Mailing Address: 2432 Augusta Hwy., Lexington 29072

Table with 4 columns: Date, Action, Date, Action. Rows include: 2/8/07 Application Received, 2/22/07 Newspaper Advertisement, 2/27/07 Notices Mailed, 2/8/07 Fee Received, 2/26/07 Property Posted, 3/15/07 Planning Commission.

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

Table with 4 columns: Date, Action, Date, Action. Rows include: 2/27/07 First Reading, 3/13/07 Public Hearing, Second Reading, Third Reading.

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



## ***STAFF SUMMARY ZONING MAP AMENDMENT #M07-01***

**Description of the Amendment:** This map amendment request is for a change in zoning classification for TMS# 04200-05-004, 023p/o & 024p/o from Restrictive Development (RD) to Intensive Development (ID). This property is located on the west side of Charter Oak Road between US 1 and US 378.

**Character of the Area.** The immediate area consists primarily of single family residential and agricultural use. A group assembly activity (New Life Fitness World) was developed a couple of years ago a few parcels over from the subject property.

**Zoning History:** This property is in the Central Lexington County Planning area zoned on December 9, 1986. Since this time there have been two map amendments in the area. Map Amendment #M06-13 was approved a couple of months ago for an adjacent property changing a portion of the property from Restrictive Development (RD) to Intensive Development (ID).

**Council District:** Three-George W. "Smokey" Davis

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

- f. Teaching of more than six pupils simultaneously; or
- g. Employment at the residence housing the home occupation of a person other than a resident of the dwelling unit.

The following shall not be permitted as part of a home occupation unless a special exception is granted by the Board of Zoning Appeals:

- h. Regular care, supervision, or guidance of more than 6 individuals (pre-teenage children, senior citizens, or adults with disabilities), counting those who live at the site of the home occupation. No special exception may be granted for home occupation day care of more than 12 such individuals; nor may any special exception for a home occupation day care extend beyond the operator or site originally granted the special exception. No special exception may be granted for home occupation day care of both children and adults at the same location under this Ordinance.

However, home occupation day care is not subject to the 25% of total floor area restriction, or the 750 square feet of floor area restriction imposed on other home occupations. Also, home occupation day care may be conducted outside on the premises using yard furnishings customary to the residential setting. Additional traffic generation from one delivery and one pick up of each individual each day shall be considered within the limitations of item "e" above. The Board of Zoning Appeal's deliberations shall include, but not be limited to, the following items:

1. the size of the residence and the outside recreation area;
2. parking and vehicular access to the residence and its ability to accommodate the drop-off and pick-up of the additional individuals;
3. the stated opinions of the surrounding property owners; and
4. if requested, the acceptability of having an employee ("caregiver" as defined by the South Carolina Department of Social Services) who is not a resident of the dwelling unit.

**21.30 Permitted Uses by District**

The columnar chart which follows describes the activities permitted within each district. This chart is based upon the list of principal activities defined in Section 21.10 of this Ordinance and the districts established in Section 11.40, and is subject to the following:

- a. The listing of a permitted activity within a district may be voided upon the application of the special overlay district regulations pertaining to flooding, drainage, or airports found in Articles 4 and 5 of this Ordinance.
- b. The provisions of Chapters 2, 3, and 4 of this Article shall apply in all districts to all listed activities as applicable. The application of these provisions may prohibit an activity from locating in a particular district.
- c. Within the Limited Restriction (LR) district, all activities except the following are permitted without review for compliance with the specific provisions of this Ordinance:

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

**21.31 Chart of Permitted Activities by District**

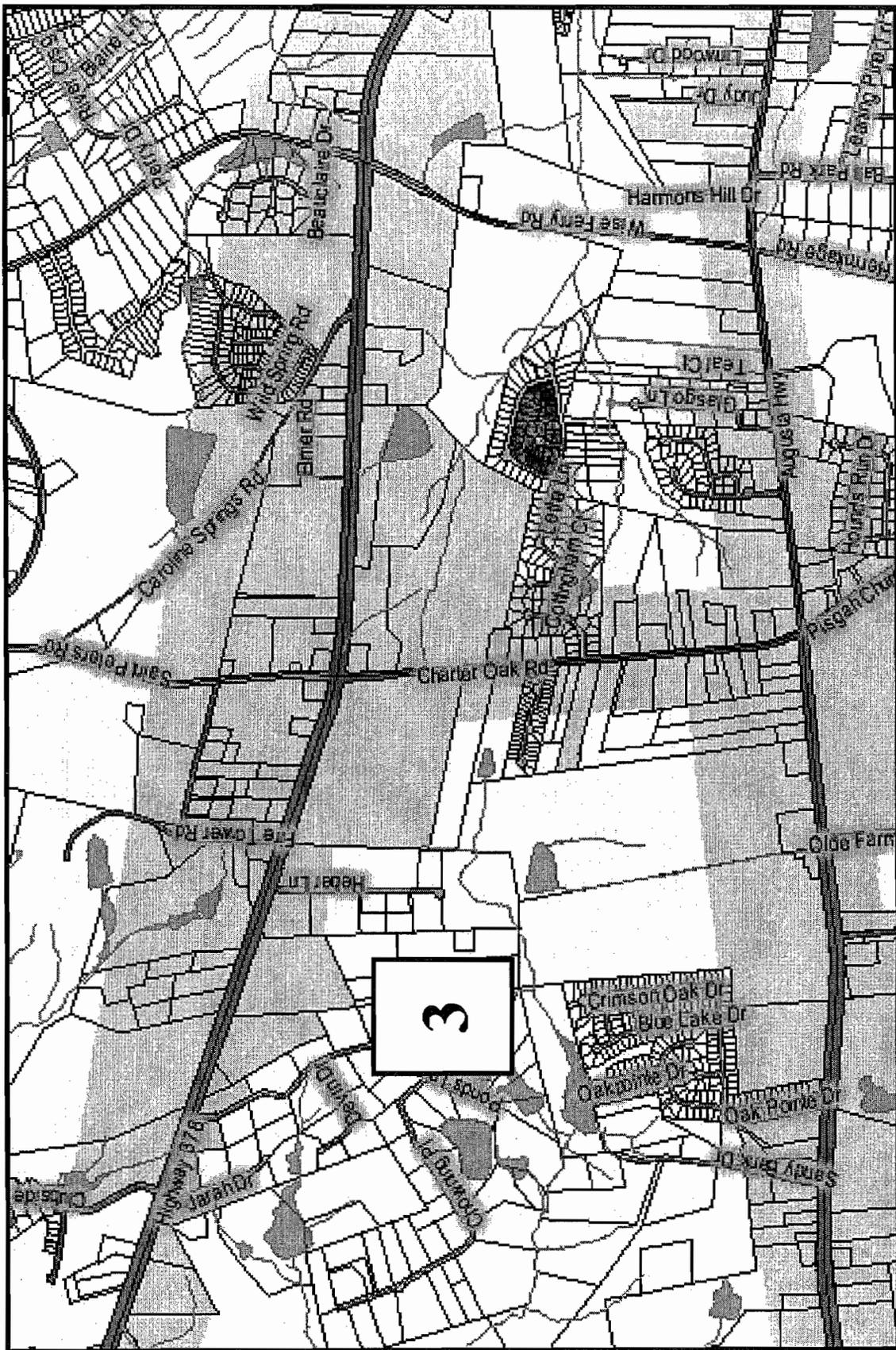
Those activities that are marked by an asterisk (\*) are allowed only when granted a special exception by the Board of Zoning Appeals as outlined in Article 12 of this Ordinance.

R1	R2	R3	D	RA	RD	LC	C1	C2	ID	LR	ACTIVITIES
					✓	✓	✓	✓	✓	✓	Administrative Offices
					✓		✓	✓	✓	✓	Advertising Signs
				✓	✓	✓	✓	✓	✓	✓	Airports
			✓	✓	✓				✓	✓	Animal Operations
		✓		✓	✓		✓	✓	✓	✓	Boat Docks
					✓				✓	✓	Bus and Transit Terminals
					✓			✓	✓	✓	Business Services
	✓	✓	✓	✓	✓			✓	✓	✓	Cemeteries
	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	Child or Adult Day Care
✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	Churches
					✓				✓	✓	Communication Towers
✓	✓	✓	✓	✓	✓			✓	✓	✓	Community Education
					✓			✓	✓	✓	Construction Services
			✓	✓	✓				✓	✓	Crops
					✓				✓	✓	Detention Centers
✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	Essential Services (Limited)
	✓	✓	✓	✓	✓			✓	✓	✓	Essential Services (Extensive)
✓			✓	✓	✓			✓	✓	✓	Fancier's Kennel/Cattery
				✓	✓			✓	✓	✓	Food Services
					✓			✓	✓	✓	General Repair and Maintenance Services
					✓		✓	✓	✓	✓	General Retail (Limited)
					✓			✓	✓	✓	General Retail (Extensive)
✓/##	✓/##	✓/##	✓/##	✓	✓	✓	✓	✓	✓	✓	Golf Courses
✓/#	✓/#	✓/#	✓/#	✓	✓		✓	✓	✓	✓	Group Assembly (Limited)
				✓	✓			✓	✓	✓	Group Assembly (Intermediate)
					✓			✓	✓	✓	Group Assembly (Extensive)
		✓	✓	✓	✓	✓	✓	✓	✓	✓	Group Housing
					✓		✓	✓	✓	✓	Hospitals
			✓	✓	✓			✓	✓	✓	Kennels, Catteries, and Stables
					✓				✓	✓	Landfills (Limited)
					✓				✓	✓	Landfills (Intermediate)
					✓				✓	✓	Landfills (Extensive)
					✓			✓	✓	✓	Manufacturing (Light Assembly)
					✓				✓	✓	Manufacturing (Limited)
					✓				✓	✓	Manufacturing (Intermediate)
					✓				✓	✓	Manufacturing (Extensive)
					✓			✓	✓	✓	Marinas
					✓	✓	✓	✓	✓	✓	Medical Services
					✓				✓	✓	Military Installations
			✓		✓			✓	✓	✓	Mining (Limited)
					✓				✓	✓	Mining (Intermediate)
					✓				✓	✓	Mining (Extensive)
✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	Mini-Parks
					✓			✓	✓	✓	Mini-Warehouses
	✓	✓	✓	✓	✓		✓	✓	✓	✓	Mobile Homes
		✓			✓			✓	✓	✓	Mobile Home Parks (Limited) *
		✓			✓			✓	✓	✓	Mobile Home Parks (Extensive) *
✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	Natural Reserves
				✓	✓	✓	✓	✓	✓	✓	Non-Assembly Cultural
	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	Nursing Homes
					✓		✓	✓	✓	✓	Personal Convenience Services
			✓	✓	✓	✓	✓	✓	✓	✓	Plant Nurseries

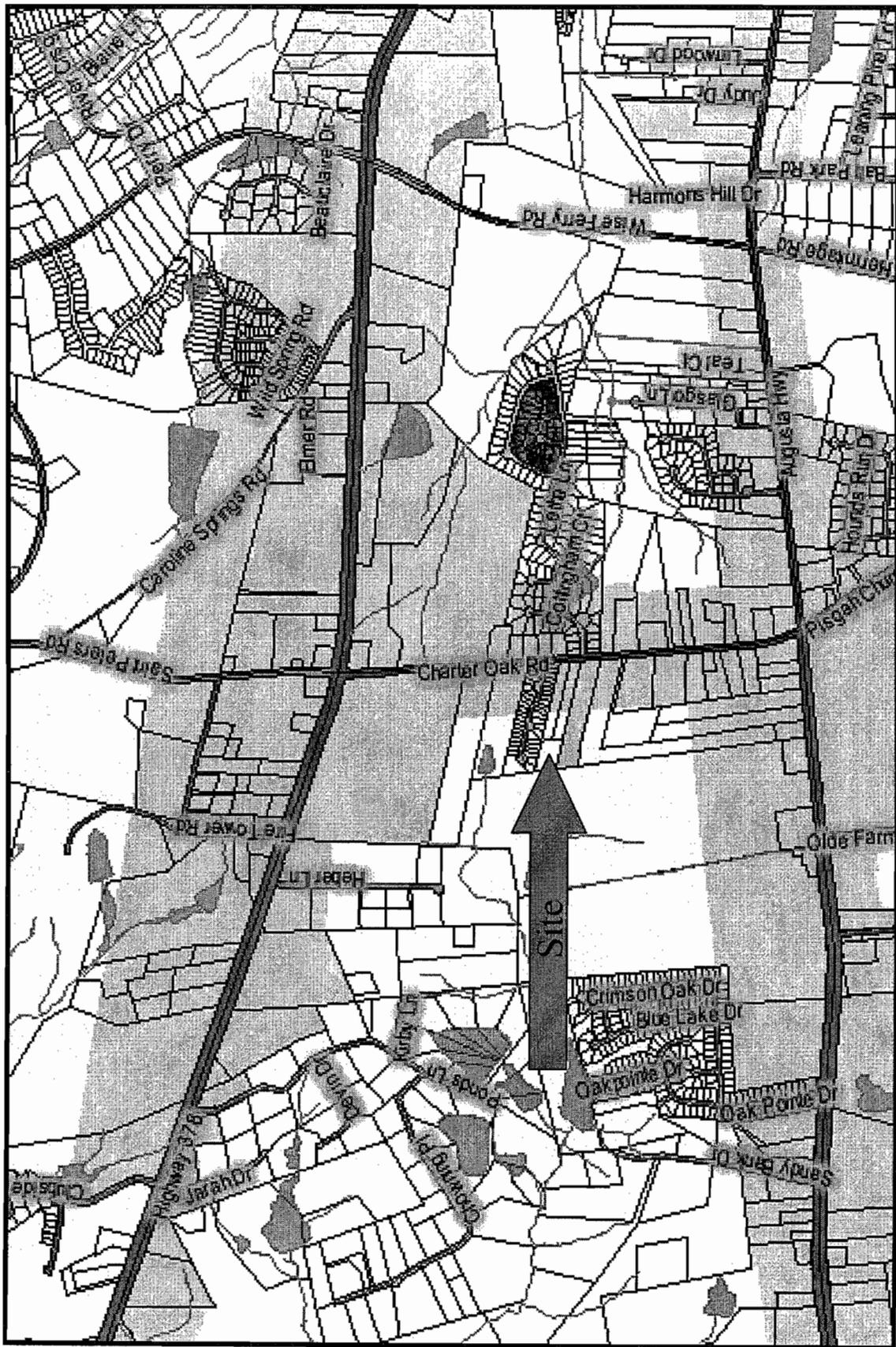
R1	R2	R3	D	RA	RD	LC	C1	C2	ID	LR	ACTIVITIES
					✓				✓	✓	Power Plants
					✓	✓	✓	✓	✓	✓	Professional Services
					✓				✓	✓	Radioactive Materials Handling
					✓				✓	✓	Railroad
					✓				✓	✓	Recycling Centers
					✓			✓	✓	✓	Research Services
✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	Residential Detached
	✓	✓			✓	✓	✓	✓	✓	✓	Residential Attached (2 dwelling units)
		✓			✓			✓	✓	✓	Residential Attached (3 or more dwelling units)
		✓			✓			✓	✓	✓	Retirement Centers/Assisted Living
					✓				✓	✓	Salvage/Wrecking Yard
					✓				✓	✓	Scrap Operations
					✓		✓	✓	✓	✓	Business Parks
					✓			✓	✓	✓	Shopping Centers
					✓				✓	✓	Industrial Parks
					✓			✓	✓	✓	Towing and Impoundment Lot
					✓			✓	✓	✓	Trade Enterprises
					✓			✓	✓	✓	Transient Habitation
					✓			✓	✓	✓	Transport and Warehousing (Limited)
					✓				✓	✓	Transport and Warehousing (Extensive)
					✓		✓	✓	✓	✓	Transport Services
					✓			✓	✓	✓	Undertaking
✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	Utilities
					✓			✓	✓	✓	Vehicle Parking
					✓			✓	✓	✓	Vehicle Repair
					✓			✓	✓	✓	Vehicle Sales
					✓		✓	✓	✓	✓	Vehicle Servicing (Limited)
					✓			✓	✓	✓	Vehicle Servicing (Extensive)
				✓	✓			✓	✓	✓	Veterinarian
				✓	✓				✓	✓	Zoos

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

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

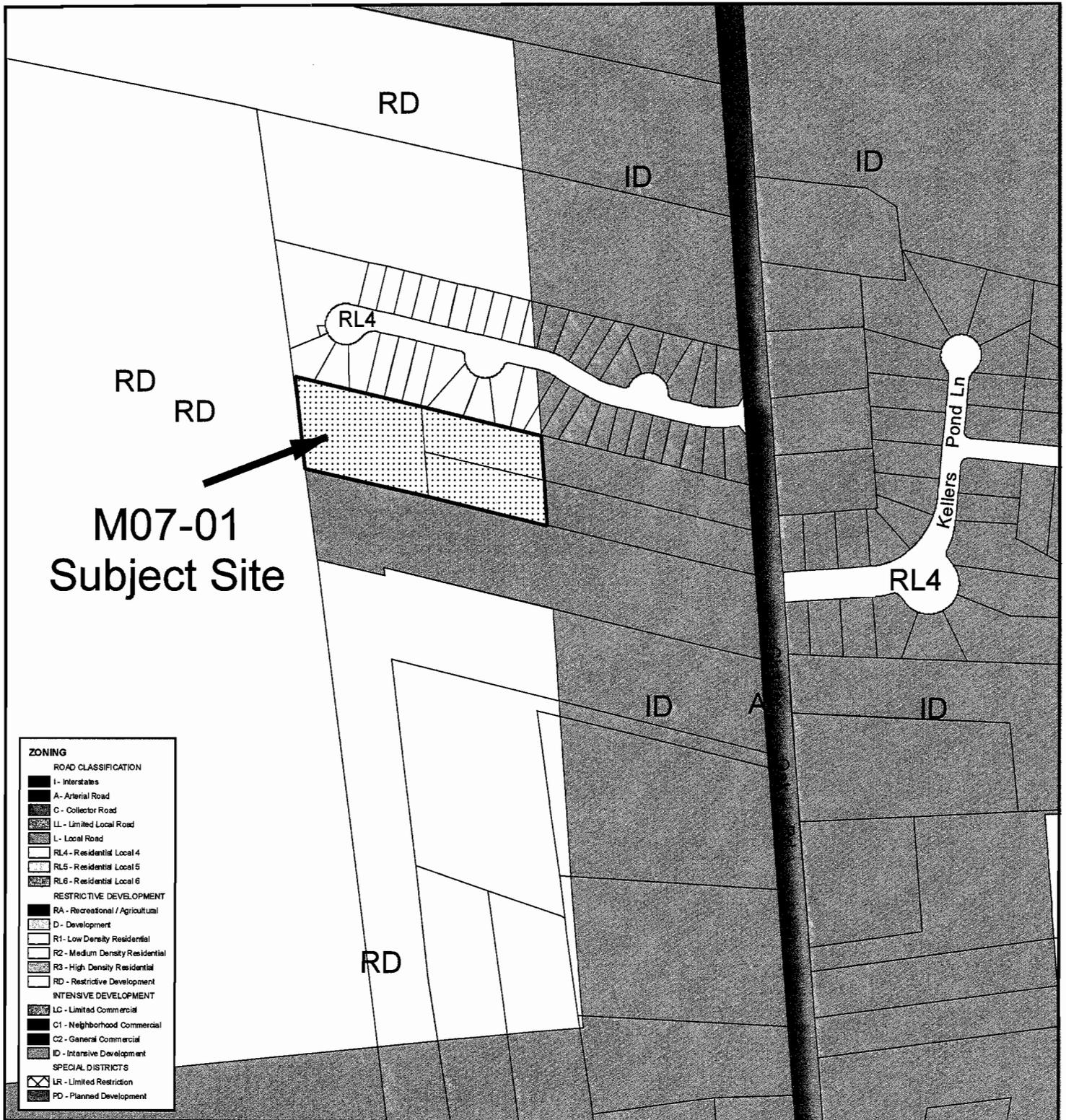


# COUNTY COUNCIL DISTRICT MAP



# ZONING MAP AMENDMENT REQUEST #M07-01





**ZONING**

**ROAD CLASSIFICATION**

- I - Interstates
- A - Arterial Road
- C - Collector Road
- LL - Limited Local Road
- L - Local Road
- RL4 - Residential Local 4
- RL5 - Residential Local 5
- RL6 - Residential Local 6

**RESTRICTIVE DEVELOPMENT**

- RA - Recreational / Agricultural
- D - Development
- R1 - Low Density Residential
- R2 - Medium Density Residential
- R3 - High Density Residential
- RD - Restrictive Development

**INTENSIVE DEVELOPMENT**

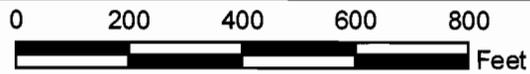
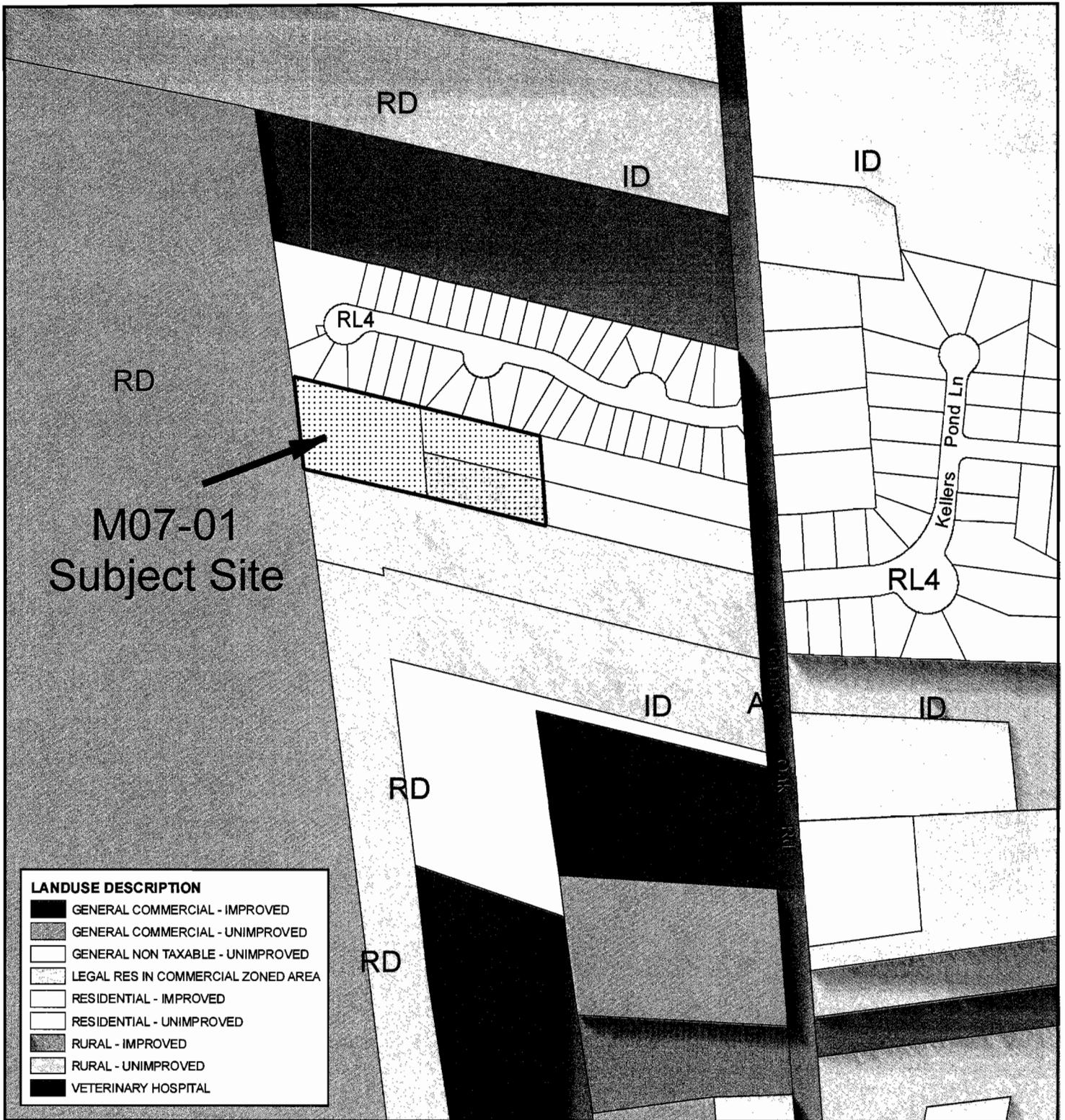
- LC - Limited Commercial
- C1 - Neighborhood Commercial
- C2 - General Commercial
- ID - Intensive Development

**SPECIAL DISTRICTS**

- LR - Limited Restriction
- PD - Planned Development



**Existing Zoning**  
**Map Amendment # M07-01**  
**TMS # 004200-05-004,**  
**# 004200-04-023 p/o,**  
**# 004200-04-024 p/o**



**Existing Landuse**  
**Map Amendment # M07-01**  
**TMS # 004200-05-004,**  
**# 004200-04-023 p/o,**  
**# 004200-04-024 p/o**

**ORDINANCE**

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

**WHEREAS**, Lexington County (the "County"), a public body corporate and politic under the laws of the State of South Carolina has, by an Inducement Resolution adopted on February 13, 2007 (the "Resolution"), taken official action to identify the project (as defined below) (referring to the Project as Project Z) for purposes of applicable fee-in-lieu of taxes statutes and otherwise;

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

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

**WHEREAS**, Lexington County Council (the "County Council") has caused to be prepared and presented to the County Council the Fee Agreement which the County shall execute and deliver;

**WHEREAS**, it appears that the document above referred to is an appropriate instrument to be executed and delivered or approved by the County for the purposes intended;

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

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

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

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

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

(d) It is anticipated that the cost of planning, designing, acquiring, constructing and completing the Project will require expenditures of not less than \$10 million;

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

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

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

**Section 2.** In order to promote industry, develop trade and utilize the manpower, agricultural products and natural resources of the State, the form, terms and provisions of the Fee Agreement which shall be executed and filed with the Clerk to County Council and which comply with the terms of the aforementioned Inducement Resolution are hereby approved and all of the terms, provisions and conditions thereof are hereby incorporated herein by reference as if the Fee Agreement was set out in this Ordinance in its entirety. The Chair of County Council and the Clerk to County Council be and they are hereby authorized, empowered and directed to execute, acknowledge and deliver the Fee Agreement to the Company.

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

**Section 4.** The consummation of all transactions contemplated by the Fee Agreement are hereby approved.

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

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

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

**DONE, RATIFIED AND ADOPTED** this \_\_\_\_\_ day of \_\_\_\_\_, 2007.

**LEXINGTON COUNTY, SOUTH CAROLINA**

---

William C. Derrick  
Chair of Lexington County Council

ATTEST:

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

First Reading: February 13, 2007  
Second Reading: February 27, 2007  
Public Hearing: March 13, 2007  
Third Reading: March 13, 2007

**FEE AGREEMENT**  
**BETWEEN LEXINGTON COUNTY, SOUTH CAROLINA**  
**AND**  
**SOUTH CAROLINA ELECTRIC & GAS COMPANY**  
**DATED AS OF**  
**\_\_\_\_\_ , 2007**

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EXHIBIT A. Description of Land

## FEE AGREEMENT

**THIS FEE AGREEMENT** ("Fee Agreement") is made and entered into as of \_\_\_\_\_, 2007, by and between **LEXINGTON COUNTY, SOUTH CAROLINA** (the "County"), a body politic and corporate and a political subdivision of the State of South Carolina, acting by and through its County Council (the "County Council") as governing body of the County, and **SOUTH CAROLINA ELECTRIC & GAS COMPANY** ("the Company").

### WITNESSETH:

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

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

**WHEREAS**, pursuant to an Inducement Resolution dated February 13, 2007 (the "Inducement Resolution") the County committed to enter into a fee agreement with the Company which shall provide for payments of fees-in-lieu of taxes for a project qualifying under the Act using an assessment ratio of 6% and a fixed millage rate of 274.738 for 20 years; and

**WHEREAS**, pursuant to an Ordinance adopted on March 13, 2007 (the "Ordinance"), as an inducement to the Company to develop the Project, the County Council authorized the County to enter into a Fee Agreement.

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

### ARTICLE I

#### RECAPITULATION AND DEFINITIONS

**SECTION 1.1. *Statutorily Required Recapitulation.*** Pursuant to Section 12-44-55(B), the County and the Company agree to waive the recapitulation requirements of Section 12-44-55.

If the Company should be required to retroactively comply with the recapitulation requirements of Section 12-44-55, then the County agrees to waive all penalties and fees of the County for the Company's noncompliance.

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

**SECTION 1.3. Definitions.**

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

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

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

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

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

**“Company”** means **SOUTH CAROLINA ELECTRIC & GAS COMPANY.**

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

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

**“Documents”** means the Ordinance and this Fee Agreement.

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

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

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

**“Fee Agreement”** means this Fee Agreement dated as of \_\_\_\_\_, 2007, between the County and the Company.

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

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

**“Inducement Resolution”** shall mean the Resolution of the County Council adopted on February 13, 2007, committing the County to enter into the Fee Agreement.

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

**“Ordinance”** means the Ordinance adopted by the County on March 13, 2007, authorizing this Fee Agreement.

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

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

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

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

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

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

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

## ARTICLE II

### LIMITATION OF LIABILITY; INDUCEMENT

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

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

## ARTICLE III

### REPRESENTATIONS, WARRANTIES AND COVENANTS

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

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

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

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

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

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

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

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

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

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

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

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

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

(a) The Company is a corporation duly organized and validly existing under the laws of the State of South Carolina. The Company has full corporate power to execute the Documents to which it is a party and to fulfill its obligations described in the Documents and, by proper corporate action, has authorized the execution and delivery of the Documents to which it is a party.

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

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

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

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

(f) The cost of the Project will exceed ten million (\$10,000,000) dollars.

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

## **ARTICLE IV**

### **COMMENCEMENT AND COMPLETION OF THE PROJECT**

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

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

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

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

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

## ARTICLE V

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

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

(a) The Company has agreed to make annual Payments-in-Lieu-of-Taxes with respect to the Project in an amount equal to the property taxes that would be due with respect to such property, if it were taxable, but using an assessment ratio of 6.0% and a millage rate of 274.738.

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

- (i) for real property, using the original income tax basis for South Carolina income tax purposes without regard to depreciation; provided, however, if real property is constructed for the fee or is purchased in an arm's length transaction, fair market value equals the original income tax basis; otherwise, the DOR will determine fair market value by appraisal; and
- (ii) for personal property, using the original income tax basis for South Carolina income tax purposes less depreciation allowable for property tax

purposes, except that the Company is not entitled to extraordinary obsolescence.

(b) The Payments-in-Lieu-of-Taxes must be made on the basis that the Project property, if it were otherwise subject to ad valorem property taxes, would be allowed all applicable exemptions from those taxes, except for the exemptions allowed under Section 3(g) of Article X of the South Carolina Constitution and Section 12-37-220(B)(32) and (34) of the Code of Laws of South Carolina, as amended.

(c) The Company shall make Payments-in-Lieu-of-Taxes for each year during the term hereof beginning with the tax year following the year property is first placed in service. The Payments-in-Lieu-of-Taxes shall be made to the County Treasurer on the due dates which would otherwise be applicable for ad valorem property taxes for the Project, with the first payment being due on the first date following the delivery of this Fee Agreement when, but for this Fee Agreement, such taxes would have been paid with respect to the Project.

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

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

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

the event that such disposal (without replacement) reduces the Company's gross investment below ten (\$10,000,000) million dollars, then the Project shall revert to ad valorem taxation and this agreement shall terminate pursuant to Section 12-44-140 of the Act.

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

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

**SECTION 5.4. *Minimum Investment.*** If the Company has not invested at least \$5 million in the Project during the Investment Period, subject to any extensions granted under Section 3.2(b), then the Project shall revert retroactively to ad valorem taxation as required under Section 12-44-140 of the Act and the Company shall, within 180 days of the end of the Investment Period, make payment to the County of the difference between the Payments-in-Lieu-of-Taxes actually made and the total retroactive amount referred to in this Section.

## ARTICLE VI

### PROPERTY TAX EXEMPTION AND ABATEMENT

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

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

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

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

## ARTICLE VII

### EFFECTIVE DATE

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

## ARTICLE VIII

### SPECIAL COVENANTS

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

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

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

(b) Notwithstanding the fact that it is the intention of the parties that neither the County nor any of its members, officers, agents and employees shall incur any pecuniary liability to any

third-party (i) by reason of the terms of this Fee Agreement or the undertakings of the County required hereunder, or (ii) by reason of the performance of any act in connection with the entering into and performance of the transactions described in the Documents, if the County or any of its members, officers, agents or employees should incur any such pecuniary liability, then, in that event the Company shall indemnify and hold harmless the County and its members, officers, agents and employees against all pecuniary claims by or on behalf of any person, firm or Company, arising out of the same, and all costs and expenses incurred in connection with any such claim, and upon notice from the County, the Company at its own expense shall defend the County and its officers, agents and employees in any such action or proceeding.

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

**SECTION 8.3. *Assignment and Leasing.*** The County agrees to consent, to the maximum extent allowed by the Act, for any purpose including, but not limited to obtaining financing, to: (a) any sale, transfer, disposition or assignment of the Fee Agreement, whether in whole or in part, by the Company to an affiliate or related entity of the Company; (b) the transfer or assignment of security or other interests in any or all of the Company's interests in the property subject to the Fee Agreement to an affiliate or related entity of the Company; or (c) the sublease of any property subject to the Fee Agreement to an affiliate or related entity of the Company. The County further agrees that, if future County consent is required by the Act, the County Council can provide any such consent by a resolution of County Council. The County Administrator and the Clerk to County Council are hereby expressly individually and jointly authorized and directed to evidence the County's consent by timely executing such documents as the Company may reasonably request. Further, for the purposes of this Fee Agreement and as noted in Article 5 herein, a transaction or an event of sale, assignment, leasing, transfer of an interest herein, disposal, or replacement of all or part of the Project shall not be a termination of the Fee Agreement in whole or in part or a basis for changing the fee payments due under Section 12-44-50 of the Act.

## ARTICLE IX

### EVENT OF DEFAULT AND REMEDIES

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

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

(b) If the Company or the County shall fail to observe or perform any covenant, condition or agreement required herein to be observed or performed by the Company or the County (other than as referred to in Section 9.1(a) hereof), and such failure shall continue for a

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

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

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

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

## ARTICLE X

### OPTION OF THE COMPANY

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

## ARTICLE XI

### MISCELLANEOUS

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

If to the Company:     Attn: Tax Department  
                              P.O. Box 764  
                              Columbia, SC 29218  
                              Attention: Barry Burnette  
                              Director – Corporate Tax, Plans & Payroll  
                              Facsimile: 803-933-8149

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

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

With A Copy To:       Jeffrey M. Anderson  
                              Nicholson Davis Frawley Anderson & Ayer  
                              140 E. Main Street  
                              P.O. Box 489  
                              Lexington, SC 29071-0489  
                              Facsimile: 803-359-7478

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

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

**SECTION 11.3. Invalidity and Severability.** In the event that the Act or the Payments-in-Lieu-of-Taxes arrangement described in Section 5.1 hereof is determined to be invalid in its entirety, the parties hereby agree that except as the final judicial decision may otherwise require,

the Company shall be entitled to retain any benefits received under or pursuant to this Fee Agreement; otherwise, in the event any provision of this Fee Agreement shall be held invalid or unenforceable by any court of competent jurisdiction, that decision shall not invalidate or render unenforceable any other provision of this Fee Agreement, unless that decision destroys the basis for the transaction, in which event the parties shall in good faith attempt to preserve, to the maximum extent possible, the benefits provided and to be provided to the Company hereunder by either restructuring or reconstituting this Fee Agreement under any then applicable law, including but not limited to Chapter 20 of Title 4 and Chapter 12 of Title 4, Code of Laws of South Carolina, as amended.

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

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

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

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

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

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

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

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

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

[SIGNATURES ON THE FOLLOWING PAGE]

**LEXINGTON COUNTY, SOUTH CAROLINA**

\_\_\_\_\_  
William C. Derrick, Chairman  
Lexington County Council

**ATTEST:**

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

**SOUTH CAROLINA ELECTRIC & GAS COMPANY**

By: \_\_\_\_\_

Its: \_\_\_\_\_

**EXHIBIT A**  
**DESCRIPTION OF LAND**

70 acres of land in the Lexington County Industrial Park adjacent to and immediately north of Old Wire Road presently comprising of TMS: 008096-02-001 and a portion of TMS: 008096-02-003.