

AGENDA
LEXINGTON COUNTY COUNCIL
Committee Meetings
Tuesday, April 8, 2008
Second Floor - County Administration Building
212 South Lake Drive, Lexington, SC 29072
Telephone - 803-785-8103 -- FAX 803-785-8101

***Times are tentatively scheduled committee meetings that may run behind or ahead of schedule; therefore, the times could change by as much as 30 minutes.**

2:25 p.m. - 2:45 p.m. - Economic Development

- (1) Review of the Economic Development Strategic Plan
- (2) Approval of Minutes - Meeting of February 26, 2008 **A**
- (3) Old Business/New Business
- (4) Adjournment

2:45 p.m. - 2:55 p.m. - Planning & Administration

- (1) 2008-09 CDBG and HOME Annual Action Plan (Goals 1,2,3) - Community Development
- Ronald Scott, Director **B**
- (2) Approval of Minutes - Meeting of February 26, 2008 **C**
- (3) Old Business/New Business - Landscape Ordinance, Land Use Growth
- (4) Adjournment

2:55 p.m. - 3:00 p.m. - Health & Human Services

- (1) Memorandum of Understanding for Public/Private Pet Services (Goals 1,3)..... **D**
- (2) Old Business/New Business
- (3) Adjournment

3:00 p.m. - 4:10 p.m. - Public Works

- (1) Partial Legal Closure of Hookdale Road - Public Works - John Fechtel, Director **E**
- (2) Total Maximum Daily Loads (TMDLs) (Goal 2) - Public Works - Synithia Williams,
Environmental Coordinator **F**
- (3) \$750,000 Pilot Program - Alternative Road Paving Candidates (Goal 3) - Public Works –
Jim Starling, Engineering Associate **G**
- (4) Approval of Minutes - Meeting of February 26, 2008 **H**
- (5) Old Business/New Business - Policy for Skip Paving, Road Right-of-Way Issues, Road
Improvement List, Traffic Congestion
- (6) Adjournment

4:10 p.m. - 4:15 p.m. - Solid Waste

- (1) Approval of Minutes - Meeting of February 26, 2008 I
- (2) Old Business/New Business - Solid Waste Funding
- (3) Adjournment

Economic Development

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

Planning & Administration

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

Health & Human

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

Public Works

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

Solid Waste

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

A G E N D A
LEXINGTON COUNTY COUNCIL
Tuesday, April 8, 2008

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

Chairman's Report

Administrator's Report

Employee Recognition - Katherine Hubbard, County Administrator
(1) Shining Stars

Presentation of Resolutions

- (1) Dr. Gariane P. Gunter Presented by Chairman Billy Derrick
- (2) Stevan Lionel Amick Presented by Councilman Johnny Jeffcoat

Resolutions.....J

- (1) 2008 Fair Housing Month
- (2) Fremont W. Huggins
- (3) Lexington County Peach Festival
- (4) Relay for Life
- (5) South Carolina Poultry Festival

Appointments K

Bids/Purchases/RFPs

- (1) Fourteen (14) Digital Cameras and Accessories - Sheriff's Department.....L
- (2) Forty-six (46) Digital Cameras and Accessories - Sheriff's DepartmentM
- (3) Fourteen (14) Laptops and Accessories - Sheriff's Department.....N

Approval of Minutes - Meeting of December 11, 2007 as amended..... **O**

Zoning Amendment

(1) Zoning Map Amendment M08-02 - (Zoning Street Classification) - 225 feet of Phillip Drive
Beginning at the Intersection of Princeton Road - Announcement of 1st Reading **P**

Ordinances

- (1) Ordinance 08-01 - An Ordinance Amending the Lexington County Building Code
Ordinance - 3rd and Final Reading **Q**
- (2) Ordinance 08-07 - An Ordinance Authorizing the Issuance, Sale and Delivery of Refunding
and Improvement General Obligation Bonds of Lexington County, South Carolina; Fixing
the Form and Details of the Bonds; Authorizing the County Administrator and Finance
Director to Determine Certain Matters Relating to the Bonds; Providing for the Payment of
the Bonds and the Disposition of the Proceeds Thereof, and Other Matters Relating
Thereeto - 3rd and Final Reading..... **R**

Committee Reports

Planning & Administration, J. Jeffcoat, Chairman

- (1) 2009 Pictometry Flight..... **S**
- (2) FY 2008-09 Projects - HOME Investments Partnerships (HOME) Program **T**
- (3) Wellness Program..... **U**

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

- (1) Memorandum of Understanding for Public/Private Pet Services - **Tab D**

Public Works, D. Summers, Chairman

- (1) Partial Legal Closure of Hookdale Road - **Tab E**
- (2) Taylor Road Railroad Crossing..... **V**
- (3) Legal Closing of Mallet Circle..... **W**

6:00 P.M. - Public Hearings

- (1) Ordinance 08-04 - An Ordinance Approving the Transfer of 3.42 Acres from the County of
Lexington to Do-It-Best Corp **X**
- (2) Ordinance 08-05 - An Ordinance Authorizing the Execution and Delivery of a Fee
Agreement Dated as of _____, 2008 by and Between Lexington County, South
Carolina and Shaw Industries Group, Inc. Providing for a Payment of a Fee in Lieu of
Taxes **Y**
- (3) Ordinance 08-06 - An Ordinance to Amend that Certain Agreement for the Development of
a Joint Industrial and Business Park Between Lexington County and Calhoun County

Dated to be Effective on or About December 11, 1995 to add Shaw Tract.....**Z**

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. Provide innovative Financial Management.**

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

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

MEMORANDUM

TO: Planning and Administration Committee
Lexington County Council

THROUGH: Katherine Hubbard, County Administrator

FROM: Ronald T. Scott, Community Development Director

DATE: March 28, 2008

RE: 2008-09 HUD Annual Action Plan
Community Development Block Grant (CDBG) Program
HOME Investment Partnerships (HOME) Program

For the 2008-09 fiscal year, the County will receive an allocation of \$1,418,214 for the CDBG Program and \$755,090 for the HOME Program. The County is required to submit an Annual Action Plan to the United States Department of Housing and Urban Development (HUD) describing the County's plan for using these funds in our communities. The Action Plan prepared by staff identifies and describes the projects which have been approved by County Council and must be submitted to HUD no later than May 15, 2008.

The availability of the Action Plan and public comment period will be advertised in *The State* newspaper on April 3, 2008. The 30-day comment period will end May 3, 2008. The Action Plan is also posted on the County's website for public review. A public hearing on the Action Plan will be held April 16, 2008 at 10:00 AM at the South Region Service Center Community Room and at 2:00 PM in County Council Chambers.

Requested Action: Committee recommendation to full Council for approval to submit the FY 2008-09 Annual Action Plan.

**County of Lexington, South Carolina
Community Development Department
2008-09
Annual Action Plan**



A colorful graphic for the CDBG HOME program. At the top, a yellow box contains the text 'CDBG' in large black letters, followed by 'Community Development Block Grant Program' in smaller black letters. Below this, 'HOME' is written in large black letters, followed by 'Home Investment Partnerships Program' in smaller black letters. A banner below the box reads 'Building Strong Communities' in a cursive font. The bottom half of the graphic shows a row of colorful buildings: a yellow house with a sign 'NEW BUSINESS COMING SOON!' and 'JOBS AVAILABLE', a pink 'HEALTH CENTER', an orange 'HOME REPAIR' building, a pink 'SENIOR HOUSING' building, and an orange 'HOME OWNERSHIP' building. Silhouettes of people are shown working in front of the buildings. On the left, there are illustrations of hands holding tools like a hammer and wrench. On the right, there are more hands reaching out. The background is a mix of green, blue, and yellow. In the bottom left corner is the logo for 'Candice COOPER DESIGN' and in the bottom right corner is the logo for 'NATIONAL COMMUNITY DEVELOPMENT ASSOCIATION'.

PROGRAM YEAR 2008
JULY 1, 2008 – JUNE 30, 2009

Staff

RONALD T. SCOTT

Community Development Director (803) 785-8121

GEORGE BISTANY

Community Development Administrator..... (803) 785-8121

JASON BOOZER

Community Development Technician..... (803) 785-8121

**County of Lexington
Community Development Department
212 South Lake Drive – Suite 401
Lexington, South Carolina 29072
Phone: (803) 785-8121
Fax: (803) 785-8188**

www.lex-co.com/Departments/CommunityDevelopment/Index.html

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Introduction

Lexington County has been a participant in the Community Development Block Grant (CDBG) Program since July 1, 2000. As of July 1, 2008 the County is a new Participating Jurisdiction (PJ) in the HOME Investment Partnerships Program. These programs are sponsored by the United States Department of Housing and Urban Development (HUD) through an annual federal budget allocation.

Community Development Block Grant (CDBG) Program

The primary objective of the CDBG Program is to develop sustainable communities through improved housing, living, and economic conditions. Activities under this program must predominately benefit persons of low- and moderate-income (LMI defined by HUD as household income that is less than 80% of the area median income), must meet one of three national objectives, and must be eligible under the CDBG requirements.

The National Objectives for the CDBG Program are to:

- Benefit LMI persons
- Aid in the prevention or elimination of slums or blight
- Meet an urgent need

Lexington County's participation is through the Urban County Entitlement portion of this block grant. The County became eligible for this entitlement when its population exceeded 200,000 in the unincorporated areas. The County receives funds directly from HUD each year, based on Congressional apportionment.

HOME Investment Partnerships (HOME) Program

The primary objective of the HOME Investment Partnerships (HOME) Program is to create affordable housing for LMI households. HOME provides formula grants to states and localities that communities use—often in partnership with local nonprofit groups—to fund a wide range of activities that build, buy, and/or rehabilitate affordable housing for rent or homeownership or provide direct rental assistance to low-income people.

As part of HOME Program implementation, the County receives funds under the American Dream Downpayment Initiative. The objective of the American Dream Downpayment Initiative (ADDI) is to increase the homeownership rate, especially among lower income and minority households, and to revitalize and stabilize communities. The Program was created to assist low-income first-time homebuyers in purchasing single-family homes by providing funds for downpayment, closing costs, and rehabilitation carried out in conjunction with the assisted home purchase.

Annual Action Plan

In accordance with HUD guidelines, the Annual Action Plan is developed each year to identify specific activities that address priorities and goals established in the Consolidated Plan.

In developing the Annual Action Plan, the County reviews the Consolidated Plan, seeks public input, and conducts formal or informal needs assessments to determine whether the direction set in the Consolidated Plan is still pertinent and whether additional needs have surfaced that may be met through the CDBG and HOME programs.

Broad priorities for the County's CDBG and HOME programs are described in the Consolidated Plan. They are:

- Priority Need 1: Ensure adequate and dependable public facilities are available to provide for basic and essential needs and service.
- Priority Need 2: Ensure adequate and safe infrastructure to meet basic needs of residents.
- Priority Need 3: Develop and produce plans and studies that will assist in identifying and evaluating community needs and establish strategies for implementation.
- Priority Need 4: Establish or support programs that provide needed public services and/or increase the level of service provided by existing programs.
- Priority Need 5: Support and provide assistance to nonprofit and for-profit entities that create, increase or retain employment opportunities for LMI persons.
- Priority Need 6: Provide and/or support adequate, safe and affordable housing.
- Priority Need 7: Provide mechanisms and forums for collaboration, coordination, and community capacity building.
- Priority Need 8: Support programs that provide housing and services for homeless populations.

Citizen Participation

Opportunities for citizen participation were present throughout the development of the Annual Action Plan. The following meetings were open to the public and included discussions of the **County's housing and community** development needs and activities to be undertaken described in the Plan.

- 8/30/07 CAPER and Annual Needs Assessment Public Hearing
- 12/16/07 CDBG Advisory Committee Meeting – CDBG Program
- 2/12/08 Lexington County Council Planning/Administration Committee Meeting
 Lexington County Council Meeting
 CDBG Program

- 2/25/08 CDBG Advisory Committee Meeting – HOME Program
- 3/25/08 Lexington County Council Planning/Administration Committee Meeting
Lexington County Council Meeting
HOME Program

A notice of availability and public hearing for the 2008-09 Action Plan was published on April 3, 2008 in *The State* newspaper. **This notice was published in the "Neighbors" section in all three Lexington County zones.** The first public hearing was held on April 16, 2008, at 10:00 a.m. at the South Region Service Center Community Room in Pelion, SC. The second public hearing was also held on April 16, 2008, at 2:00 p.m. at the Lexington County Administration Building in Lexington, SC. The thirty-day comment period began April 4, 2008 and ended May 3, 2008.

Resources

FEDERAL RESOURCES

CDBG and HOME funds are the only formula entitlement grant funds that Lexington County receives directly from HUD. Lexington County CDBG funds are not being used to meet local match requirements for any other HUD programs. Projects identified in this Action Plan will be **funded from the County's 2008** CDBG allocation of \$1,418,214, uncommitted CDBG funds from previous years, HOME allocation of \$750,000, and ADDI allocation of \$5,090. No program income is anticipated for CDBG. However, as the County establishes various HOME-related programs, there may be opportunities for program income. When feasible, the County will provide in-kind services, funds for operating costs, funds for furnishings and equipment, other available funds, or real property to carry out the activities identified in this plan.

CDBG ADMINISTRATION AND PROJECTS

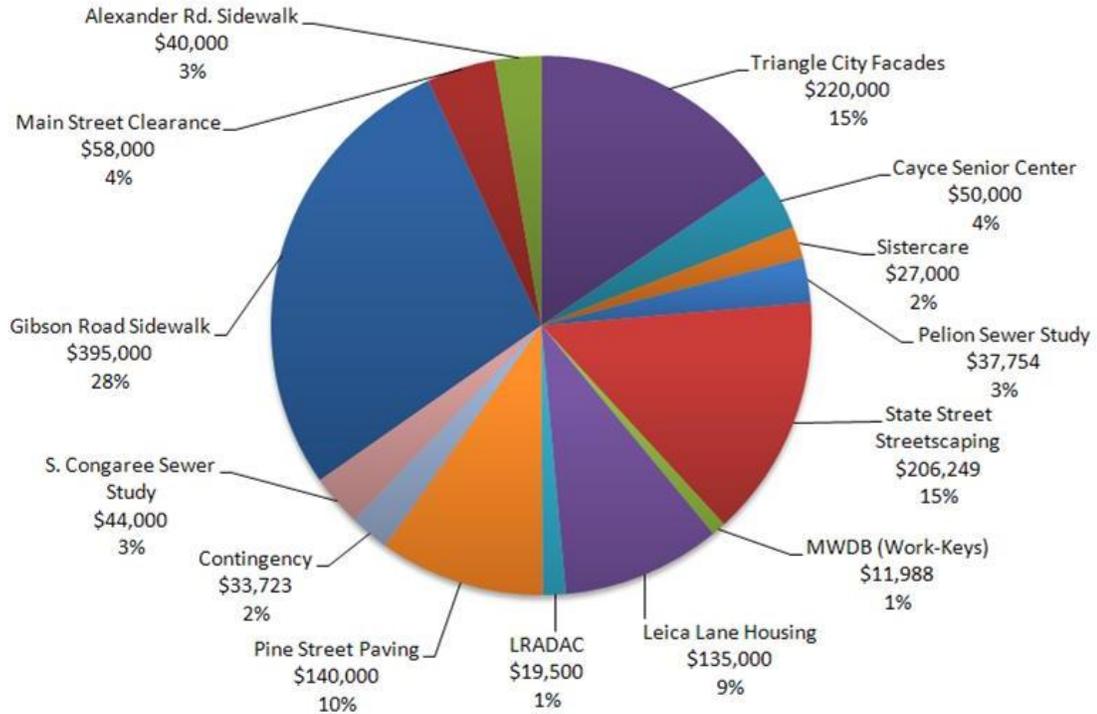
The CDBG Program regulations limit the amount of grant expenditure for planning costs and administration of the Program to 20% of the annual grant. Based on the 2008 award amount, the County is limited to no more than 20% (\$283,642) of \$1,418,214 for planning costs and administration. The County has budgeted \$81,754, or approximately 6%, of the 2008 grant award for planning costs. Funds for Administration will also be provided through unexpended funds from previous grant awards.

The CDBG Program regulations also limit the amount of expenditure for public service activities. In accordance with these limitations, Lexington County does not allocate more than 15% of the annual grant amount for public service activities during a program year. Based on the 2008 award amount, the County is limited to no more than 15% of \$1,418,214 or \$212,732 for these activities. The County has budgeted \$58,488 or 4% of the grant amount for Public Service Activities. The County has budgeted approximately 2% or \$33,723 of the 2008 grant award for contingency to cover potential cost overruns in the activities described in this Plan. If these funds are awarded for any other activities, the appropriate citizen participation and amendment **processes described in the County's Citizen Participation Plan will be undertaken.**

CDBG PROGRAM YEAR 2008 FUNDING SOURCES	
CDBG	\$1,418,214
CDBG – Prior Years (estimated)	\$293,522
TOTAL:	\$1,711,736

2007-08 CDBG PROJECTS			
Activities	Total Funds Allocated	2008 Program Funds	Previous Years Funds
Infrastructure & Other Public Facilities			
Gibson Road Sidewalk	\$395,000	\$395,000	
State Street Streetscaping Phase III	\$206,249	\$206,249	
Pine Street Paving	\$140,000	\$140,000	
Cayce Senior Center Feasibility	\$50,000	\$50,000	
Alexander Road Sidewalk Phase II	\$40,000	\$40,000	
Planning			
Pelion Area Sewer Study	\$75,000	\$37,754	\$37,246
South Congaree Sewer Study	\$44,000	\$44,000	
Lexington County Needs Analysis	\$30,000		\$30,000
Public Services			
Sistercare Pick-Up Truck and Trailer	\$27,000	\$27,000	
Women’s Community Residence Van	\$19,500	\$19,500	
Lexington Economic Advancement Project	\$11,988	\$11,988	
Neighborhood Revitalization			
Triangle City Façade Improvements	\$220,000	\$220,000	
Main Street Property Clearance	\$58,000	\$58,000	
Affordable Housing			
Leica Lane Affordable Housing	\$135,000	\$135,000	
Administration			
CDBG Program Administration	\$226,276		\$226,276
Contingency			
2008 Program Contingency	\$33,723	\$33,723	
TOTAL:	\$1,711,736	\$1,418,214	\$293,522

2008-09 CDBG DISTRIBUTION AWARD: \$1,418,214



2008-09 CDBG Projects	2008 Funds
Gibson Road Sidewalk	\$395,000
Triangle City Façade Improvements	\$220,000
State Street Streetscaping Phase III	\$206,249
Pine Street Paving	\$140,000
Leica Lane Affordable Housing	\$135,000
Main Street Property Clearance	\$58,000
Cayce Senior Center Feasibility	\$50,000
South Congaree Sewer Study	\$44,000
Alexander Road Sidewalk Phase II	\$40,000
Pelion Area Sewer Study	\$37,754
Program Contingency	\$33,723
Sistercare Pick-Up Truck and Trailer	\$27,000
Women's Community Residence Van	\$19,500
Lexington Economic Advancement Project	\$11,988
TOTAL:	\$1,418,214
NOTE: \$30,000 WILL ALSO BE ALLOCATED TO THE LEXINGTON COUNTY NEEDS ANALYSIS USING UNEXPENDED CDBG FUNDS	

HOME ADMINISTRATION AND PROJECTS

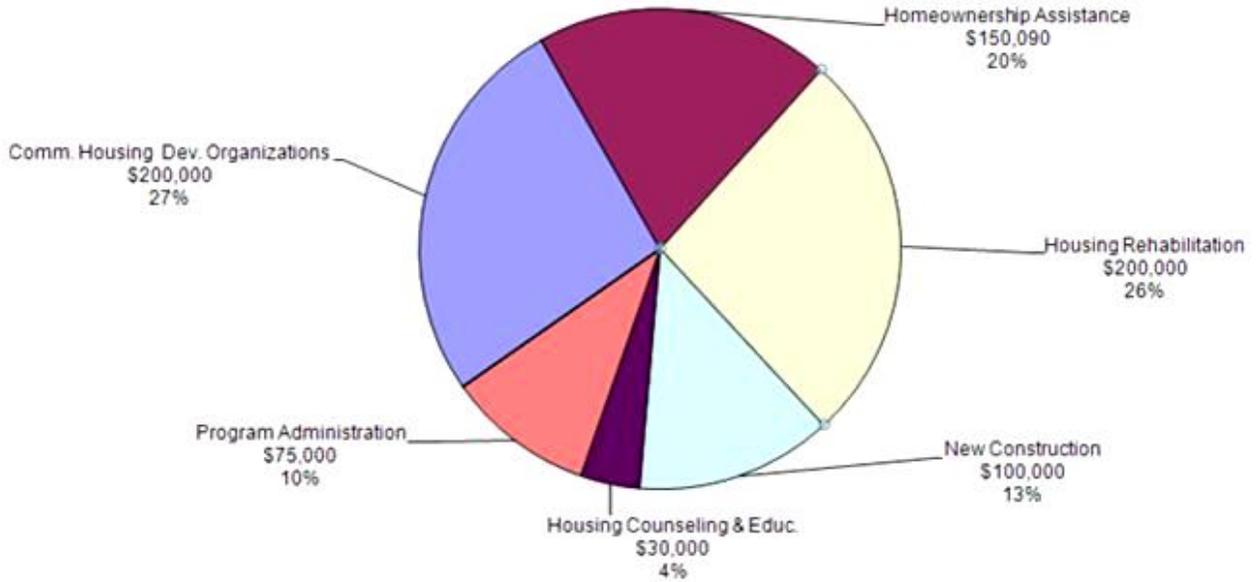
HOME Program regulations limit the amount of grant expenditure for planning costs and administration of the Program to 10%. Based on the 2008 award amount, the County is limited to no more than 10% (\$75,000) of \$750,000 or for planning costs and administration. The County has budgeted \$75,000, or approximately 10%, of the 2008 grant award for planning costs and administration. Additional funds for administrative costs to implement the HOME Program will be provided through the County's general fund.

As the County of Lexington enters the development stages of its HOME Program, criteria will be established to certify Community Housing Development Organizations (CHDO) to assist the County in accomplishing the goals and objectives of the HOME Program. Staff will actively seek and meet with non-profit organizations which serve the County area, and which already have CHDO designation with the State Housing Finance and Development Authority. Staff will also meet with organizations desiring to become certified as a CHDO.

HOME PROGRAM YEAR 2008 FUNDING SOURCES	
HOME	\$750,000
ADDI	\$5,090
TOTAL:	\$755,090

2007-08 HOME PROJECTS			
Activities	Total Funds Allocated	2008 Program Funds	Previous Years Funds
Affordable Housing			
Community Housing Development Organizations	\$200,000	\$200,000	
Homeownership Assistance Program	\$150,090	\$150,090	
Housing Rehabilitation Program	\$200,000	\$200,000	
New Construction	\$100,000	\$100,000	
Housing Counseling and Education	\$30,000	\$30,000	
Match			
Leica Lane Housing Project (Habitat for Humanity)	\$538,000	\$538,000	
New Construction Project (Habitat for Humanity)	\$217,500	\$217,500	
Administration			
HOME Program Administration (10% of grant)	\$75,000	\$75,000	
Home Program Administration (County gen. fund)	\$13,993	\$13,993	
TOTAL:	\$1,524,583	\$1,524,583	

2008-09 HOME/ADDI DISTRIBUTION AWARD: \$755,090



2008-09 HOME/ADDI Allocation Projects	2008 Funds
Community Housing Development Organizations	\$200,000
Homeownership Assistance Program	\$150,090
Housing Rehabilitation Program	\$200,000
New Construction	\$100,000
Housing Counseling and Education	\$30,000
HOME Program Administration (10% of grant)	\$75,000
TOTAL:	\$755,090

OTHER RESOURCES

CDBG Sub-Recipients

- **Habitat for Humanity \$710,000** – Habitat for Humanity is contributing \$710,000 toward the Leica Lane Affordable Housing project funded through the CDBG Program. This contribution will be in the form of recycled mortgage payments, church and corporate sponsors, State housing grants, and other Habitat resources. Since this affordable housing project is also HOME Program eligible, the additional funding will be counted as required “match” funding for the County’s HOME Program. Of the \$710,000 in additional non-federal funding, approximately \$538,000 will be counted toward meeting match requirements for the HOME Program. The sub-recipient agreement with Habitat for Humanity will require documentation of the non-federal funding for match.
- **Midlands Workforce Development Board (Central Midlands Council of Governments) \$76,506** – The Midlands Workforce Development Board is contributing \$76,506 in Workforce Investment Act funds toward the Lexington Economic Advancement Project (LEAP) funded through the CDBG Program.
- **City of Cayce \$206,249** – The City of Cayce is contributing grant funds from the South Carolina Department of Transportation (SCDOT) and funds from the City’s Tax Increment Fund for the streetscaping project funded through the CDBG Program. The funds equal approximately \$206,249.
- **City of West Columbia \$22,000** – The City of West Columbia is contributing \$22,000 from property owners toward the Triangle City Façade Improvements Project funded through the CDBG Program.
- **City of West Columbia \$36,760** – The City of West Columbia is contributing \$36,760 from SCDOT grants toward the Alexander Road Sidewalk Project funded through the CDBG Program.

A number of other resources, including private, non-profit, local, state and federal programs, can be used to address housing, community development, and special needs. Approximately sixty-nine organizations provide services on a statewide or regional basis for non-homeless, special needs populations, including the elderly, low-income families, persons with mental and physical disabilities, and persons with AIDS/HIV. These organizations provide advocacy, direct assistance, funding, information, or referrals for those populations.

The majority of funding for housing and community development programs in Lexington County originates from federal sources. Some programs including CDBG, HOME, Low Income Housing Tax Credits (LIHTCs), Section 8 rental assistance programs, and Low Income Home Energy Assistance (LIHEAP), are allocated based on formulas. Other programs are available only on a demonstration basis or through a competitive process on a national or regional level. These sources of funds are more difficult to obtain and less secure as a long-term funding source.

HOME MATCH REQUIREMENTS

Match requirements for the County’s HOME Program for FY 2008-09 will be met through the additional non-federal funding provided for the Habitat for Humanity Project on Leica Lane, which is partly funded through the CDBG Program. All of the additional non-federal funding for

the Leica Lane Project, excluding the State Housing Trust Fund grant, will be counted toward meeting match requirements for the HOME Program (approximately \$538,000 of match). The sub-recipient agreement with Habitat for Humanity for the Leica Lane Project will require documentation of the additional funding for match.

Match requirements for HOME will also be met through the Habitat for Humanity New Construction Project funded through the HOME Program. All of the additional non-federal funding, excluding the State Housing Trust Fund grant, will be counted toward meeting match requirements for the HOME Program (approximately \$217,500 of match). The sub-recipient agreement with Habitat for Humanity for the New Construction Project will require documentation of the additional funding for match.

We anticipate an estimated total of \$755,500 in match funding for the program year. Funding has also been set aside in the County's general fund to be used, if needed, for HOME Program match requirements. According to the guidelines of the HOME Program, match funding occurring during the program year will be carried forward to meet match requirements in future program years.

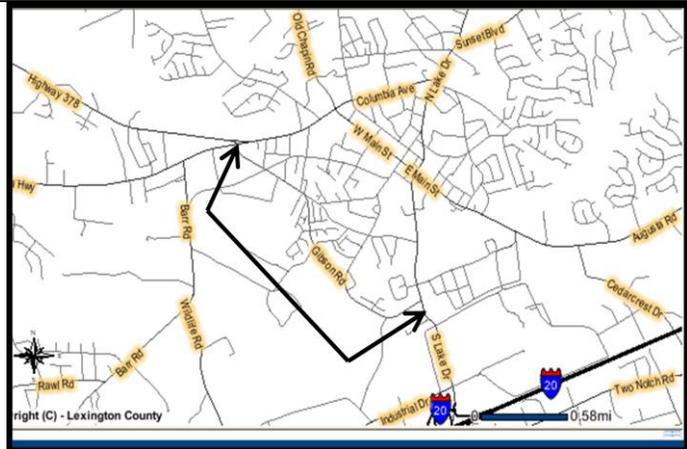
Activities to be Undertaken

INFRASTRUCTURE AND OTHER PUBLIC FACILITIES

GIBSON ROAD SIDEWALK TOWN OF LEXINGTON

Description

CDBG funds will construct a sidewalk in the Town of Lexington along the eastbound lane of Gibson Road from Augusta Highway (US 1) at Ben Satcher Ford to South Lake Drive (Highway 6). The sidewalk will provide LMI households with adequate and dependable facilities where none are currently present.

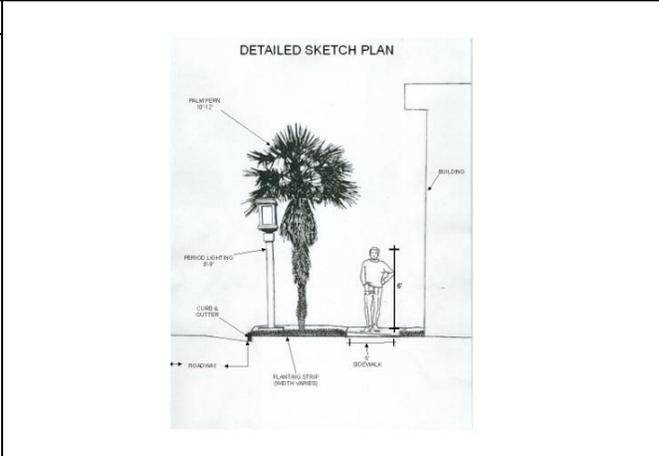


Eligibility Citation:	570.201 (c)	Funding:	
National Objective:	570.208 (a) (1) Low Mod Area	CDBG 2008:	\$395,000
HUD Matrix Code:	03L– Sidewalks		
Location:	Gibson Road between US 1 and South Lake Drive	TOTAL:	\$395,000
Priority Need:	Ensure adequate and safe infrastructure to meet basic needs of residents.		
Objective:	Suitable Living Environment		
Outcome(s):	<ul style="list-style-type: none"> ● Availability/Accessibility ● Sustainability 		
Outcome Statement(s):	<ul style="list-style-type: none"> ● Enhance Suitable Living Environment through Improved Accessibility ● Enhance Suitable Living Environment through Improved or New Sustainability 		
Beneficiaries:	This project will serve Census Tract 021013, Block Group 2. The total population of this area is 1,373 with 61.59% LMI.		Completion Date:
Administered by:			Central Midlands Council of Governments

STATE STREET STREETSCLAPING PHASE III

CITY OF CAYCE

Description
 This project in the City of Cayce is part of a larger streetscaping effort for State Street, which began in 2001. This phase of the project will include replacing substandard sidewalks/curb/gutter, installing landscaping and lighting, and upgrading the substandard water main along State Street from Poplar Street to Michaelmas Avenue.

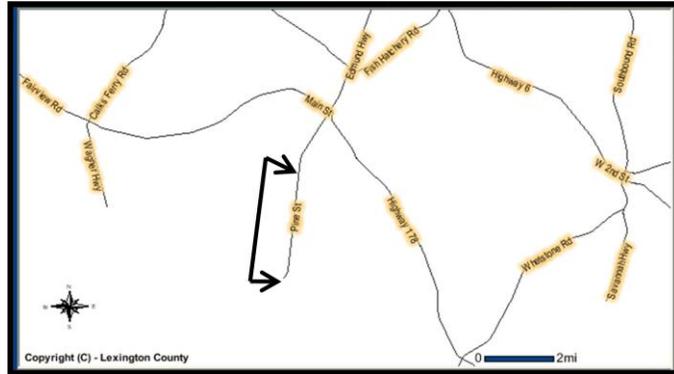


Eligibility Citation:	570.201 (c)	Funding:	
National Objective:	570.208 (a) (1) Low Mod Area	CDBG 2008:	\$206,249
HUD Matrix Code:	03K – Street Improvements	City of Cayce	\$206,249
Location:	State Street from Poplar Street to Michaelmas Avenue in the City of Cayce.	TOTAL:	\$412,498
Priority Need:	Ensure adequate and safe infrastructure to meet basic needs of residents.		
Objective:	Suitable Living Environment		
Outcome(s):	<ul style="list-style-type: none"> • Availability/Accessibility • Sustainability 		
Outcome Statement(s):	<ul style="list-style-type: none"> • Enhance Suitable Living Environment through Improved Accessibility • Enhance Suitable Living Environment through Improved or New Sustainability 		
Beneficiaries:	This project will serve Census Tract 020201, Block Groups 1. The total population of this area is 579 with 57.9% LMI.		Completion Date:
Administered by:	Central Midlands Council of Governments		

**PINE STREET PAVING
TOWN OF SOUTH CONGAREE**

Description

CDBG funds will pave a dirt road, Pine Street, located in the Town of South Congaree. The surrounding streets in this area have been paved for several years. The project will provide a safe, dependable road surface in this area and improve conditions for emergency vehicles, buses and other traffic.



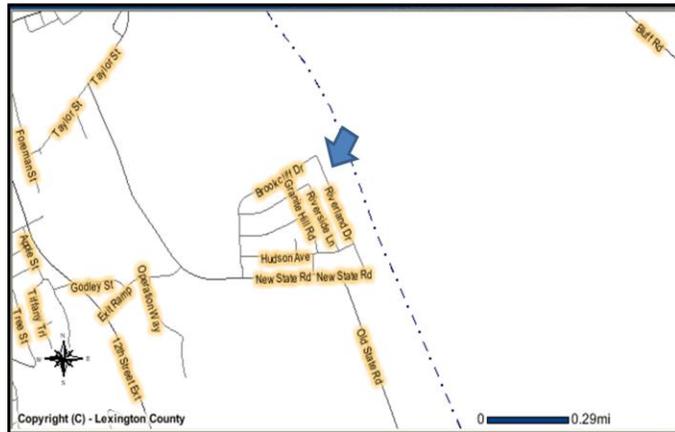
Eligibility Citation:	570.201 (c)	Funding:	
		CDBG 2008:	\$140,000
National Objective:	570.208 (a) (1) Low Mod Area		
HUD Matrix Code:	03K – Street Improvements		
Location:	Pine Street in the Town of South Congaree	TOTAL:	\$140,000
Priority Need:	Ensure adequate and safe infrastructure to meet basic needs of residents.		
Objective:	Suitable Living Environment		
Outcome(s):	<ul style="list-style-type: none"> • Availability/Accessibility • Sustainability 		
Outcome Statement(s):	<ul style="list-style-type: none"> • Enhance Suitable Living Environment through Improved Accessibility • Enhance Suitable Living Environment through Improved or New Sustainability 		
Beneficiaries:	This project will serve Census Tract 020703, Block Group 1. The total population of this area is 1,319 with 56.12% LMI.	Completion Date:	
		By or before June 30, 2010	
Administered by:	Central Midlands Council of Governments		

CAYCE SENIOR CENTER FEASIBILITY

CITY OF CAYCE

Description

CDBG funds will be used to conduct a feasibility study for construction of a senior center in the Riverland Park neighborhood in the City of Cayce. The study will include required HUD environmental review, soil samples and testing, architectural drawings and specifications, and other preliminary activities.



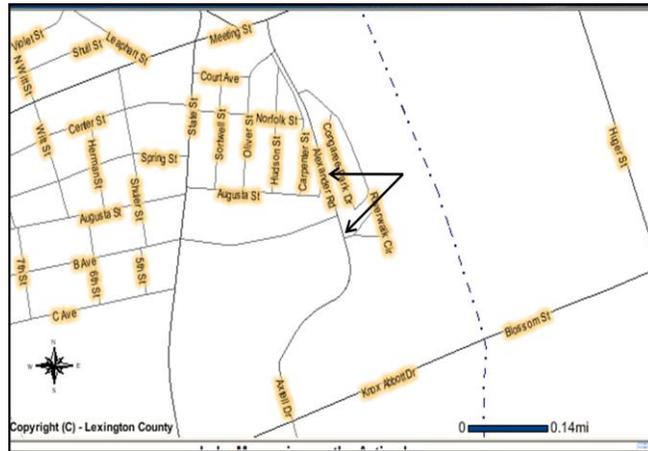
Eligibility Citation:	570.201 (c)	Funding:	
National Objective:	570.208(a)(2) Limited Clientele	CDBG 2008:	\$50,000
HUD Matrix Code:	03A – Senior Centers		
Location:	Brookcliff and Riverland Drive – City of Cayce	TOTAL:	\$50,000
Priority Need:	Develop and produce plans and studies that will assist in identifying and evaluating community needs and establish detailed strategies for implementation.		
Objective:	<ul style="list-style-type: none"> Suitable Living Environment 		
Outcome(s):	<ul style="list-style-type: none"> Availability/Accessibility 		
Outcome Statement(s):	<ul style="list-style-type: none"> Enhance Suitable Living Environment through Improved Accessibility 		
Beneficiaries:	This project will benefit senior citizens. Senior citizens are presumed by HUD to be LMI.		Completion Date:
Administered by:	Central Midlands Council of Governments		By or before June 30, 2010

ALEXANDER ROAD SIDWALK PHASE II

CITY OF WEST COLUMBIA

Description

CDBG funds will construct a crosswalk and continue a sidewalk along Alexander Road in West Columbia. The City has received grant funds from SCDOT to construct a sidewalk along a portion of the east side of Alexander Street beginning at the Riverwalk Park and Amphitheater near Meeting Street. The CDBG funds will be used to build a crosswalk and continue the sidewalk on the opposite side of the street.



Eligibility Citation:	570.201 (c)	Funding:	
National Objective:	570.208 (a) (1) Low Mod Area	CDBG 2008:	\$40,000
HUD Matrix Code:	03L – Sidewalks	West Cola.	\$36,760
Location:	Alexander Road in the City of West Columbia	TOTAL:	\$76,760
Priority Need:	Ensure adequate and safe infrastructure to meet basic needs of residents.		
Objective:	Suitable Living Environment		
Outcome(s):	<ul style="list-style-type: none"> • Availability/Accessibility • Sustainability 		
Outcome Statement(s):	<ul style="list-style-type: none"> • Enhance Suitable Living Environment through Improved Accessibility • Enhance Suitable Living Environment through Improved or New Sustainability 		
Beneficiaries:	This project will serve Census Tract 020300, Block Group 1. The total population of this area is 1,913 with 74.73% LMI.		Completion Date:
Administered by:	City will procure administrator		By or before April 30, 2009

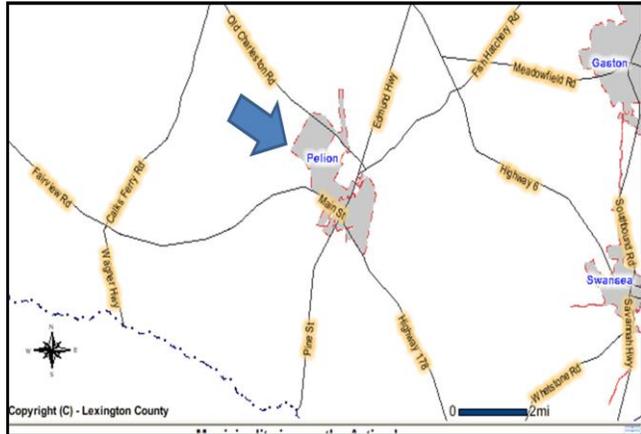
PLANNING

PELION AREA SEWER STUDY

JOINT WATER SEWER COMMISSION

Description

CDBG funds will be used to conduct a thorough and comprehensive study of extending public sewer service to the Town of Pelion. The Town is currently utilizing septic tank systems for sewer needs. This study, to be conducted by an external engineering firm well experienced with public sewer issues, will provide the Commission with both short and long-term options for providing sewer service for the area.



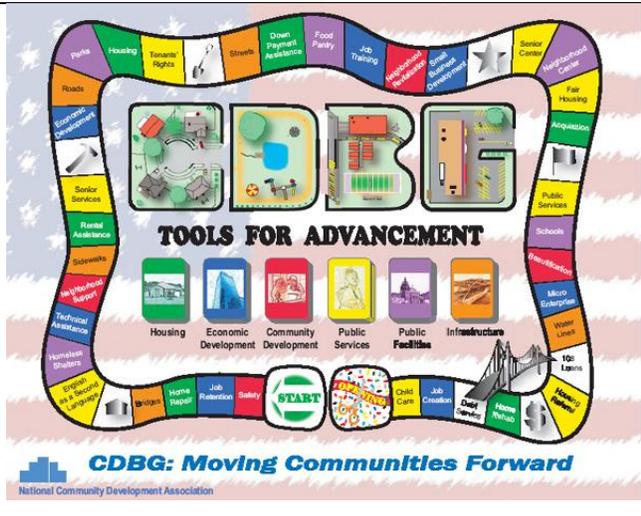
Eligibility Citation:	570.205	Funding:	
National Objective:	N/A (not required for Planning)	CDBG 2008:	\$37,754
HUD Matrix Code:	20 – Planning	Prior CDBG Funds:	\$37,246
Location:	Town of Pelion	TOTAL:	\$75,000
Priority Need:	Develop and produce plans and studies that will assist in identifying and evaluating community needs and establish detailed strategies for implementation.		
Objective:	<ul style="list-style-type: none"> Suitable Living Environment 		
Outcome(s):	<ul style="list-style-type: none"> Availability/Accessibility 		
Outcome Statement(s):	<ul style="list-style-type: none"> Enhance Suitable Living Environment through Improved Accessibility 		
Beneficiaries:	Completion Date:		
N/A (not required for Planning)	By or before February 28, 2009		
Administered by:	Joint Water Sewer Commission		

LEXINGTON COUNTY NEEDS ANALYSIS

CENTRAL MIDLANDS COUNCIL OF GOVERNMENTS

Description

CDBG funds will be used to conduct a comprehensive analysis of Lexington County needs that can be addressed through the County's Community Development Block Grant (CDBG) Program. The study will include the identification and prioritization of specific CDBG-eligible projects for each of the thirteen participating municipalities in the County's CDBG Program and unincorporated areas.



Eligibility Citation:	570.205	Funding:	
National Objective:	N/A (not required for Planning)	CDBG 2008:	\$30,000
HUD Matrix Code:	20 – Planning		
Location:	Lexington County and Participating Local Governments	TOTAL:	\$30,000
Priority Need:	Develop and produce plans and studies that will assist in identifying and evaluating community needs and establish detailed strategies for implementation.		
Objective:	<ul style="list-style-type: none"> Suitable Living Environment 		
Outcome(s):	<ul style="list-style-type: none"> Availability/Accessibility 		
Outcome Statement(s):	<ul style="list-style-type: none"> Enhance Suitable Living Environment through Improved Accessibility 		
Beneficiaries:	N/A (not required for Planning)	Completion Date:	By or before June 30, 2009
Administered by:	Central Midlands Council of Governments		

PUBLIC SERVICES

PICK-UP TRUCK AND TRAILER			
SISTERCARE			
Description			
<p>This project will provide funds to a domestic violence agency serving Lexington County battered women and their children. The funds are to be used to purchase a pick-up truck and trailer to transport clients and their possessions to safe housing.</p>			
Eligibility Citation:	570.201(e)	Funding:	
National Objective:	570.208(a)(2) Limited Clientele	CDBG 2008:	\$27,000
HUD Matrix Code:	05G – Battered and Abused Spouses		
Location:	Lexington County	TOTAL:	\$27,000
Priority Need:	Establish or support programs that provide needed public services and/or increase the level of service provided by existing programs.		
Objective:	<ul style="list-style-type: none"> • Suitable Living Environment 		
Outcome(s):	<ul style="list-style-type: none"> • Availability/Accessibility 		
Outcome Statement(s):	<ul style="list-style-type: none"> • Enhance Suitable Living Environment through Improved Accessibility 		
Beneficiaries:	<p>This project will benefit battered spouses residing in a Lexington County domestic violence shelter. Battered spouses are presumed by HUD to be LMI.</p>		Completion Date:
Administered by:			Sistercare Staff

WOMEN'S COMMUNITY RESIDENCE VAN

LEXINGTON RICHLAND ALCOHOL AND DRUG ABUSE COUNCIL

Description

CDBG funds will purchase an 8-passenger mini-van to assist the Lexington-Richland Alcohol and Drug Abuse Council (LRADAC) in providing transportation assistance to the Women's Community Residence. The Women's Community Residence is a shelter for women in recovery from substance abuse, to assist them in developing essential life skills, utilizing community resources, and receiving supportive therapy. The vehicle will provide additional help to allow these women to travel to work, job interviews, and support groups.



Eligibility Citation:	570.201(e)	Funding:	
National Objective:	570.208(a)(2) Limited Clientele	CDBG 2008:	\$19,500
HUD Matrix Code:	05F – Substance Abuse Services		
Location:	Lexington County	TOTAL:	\$19,500
Priority Need:	Establish or support programs that provide needed public services and/or increase the level of service provided by existing programs.		
Objective:	<ul style="list-style-type: none"> Suitable Living Environment 		
Outcome(s):	<ul style="list-style-type: none"> Availability/Accessibility 		
Outcome Statement(s):	<ul style="list-style-type: none"> Enhance Suitable Living Environment through Improved Accessibility 		
Beneficiaries:	This project will benefit LMI recovering substance abusers residing in a LRDAC women's residence. LMI status will be determined through income verification.		Completion Date:
Administered by:	LRADAC	By or before June 30, 2009	

**LEXINGTON ECONOMIC ADVANCEMENT PROJECT
MIDLANDS WORKFORCE DEVELOPMENT BOARD**

Description

CDBG funds will be used to administer skill assessment tests and training, named WorkKeys, to 333 LMI persons in Lexington County. The tests will be administered at the Lexington County Public Library branched in Swansea, Pelion, and Gilbert.



Eligibility Citation:	570.201(e)	Funding:	
National Objective:	570.208(a)(2) Limited Clientele	CDBG 2008:	\$11,988
HUD Matrix Code:	05H – Employment Training	MWDB (CMCOG)	\$76,506
Location:	Swansea, Pelion, and Gilbert areas of Lexington County	TOTAL:	\$88,494
Priority Need:	Establish or support programs that provide needed public services and/or increase the level of service provided by existing programs.		
Objective:	<ul style="list-style-type: none"> • Creating Economic Opportunities 		
Outcome(s):	<ul style="list-style-type: none"> • Availability/Accessibility 		
Outcome Statement(s):	<ul style="list-style-type: none"> • Provide Economic Opportunity through Improved Accessibility 		
Beneficiaries:	This project will benefit LMI persons determined through income verification.		Completion Date:
Administered by:	Central Midlands Council of Governments – Workforce Development Board		By or before June 30, 2009

NEIGHBORHOOD REVITALIZATION

TRIANGLE CITY FAÇADE IMPROVEMENTS

CITY OF WEST COLUMBIA

Description

CDBG will provide funds for façade improvements to West Columbia businesses located along a 2-block area along the east side of 12th Street, from B Avenue to D Avenue. There are currently 19 businesses within the project area. This grant will be used for façade improvements to include painting, new awnings, walkway and signage lighting, and more uniform signage.



Eligibility Citation:	570.202	Funding:	
National Objective:	570.208 (a) (1) Low Mod Area	CDBG 2008:	\$220,000
HUD Matrix Code:	14E – Rehab; Pub./Pri.-Owned Comm. Indus.	West Cola.	\$22,000
Location:	Triangle City area of West Columbia	TOTAL:	\$242,000
Priority Need:	Support and provide assistance to nonprofit and for-profit entities that create, increase or retain employment opportunities for LMI residents.		
Objective:	<ul style="list-style-type: none"> Creating Economic Opportunities 		
Outcome(s):	<ul style="list-style-type: none"> Availability/Accessibility 		
Outcome Statement(s):	<ul style="list-style-type: none"> Provide Economic Opportunity through Improved Accessibility 		
Beneficiaries:	This project will serve the City of West Columbia which is 52.69% LMI.		Completion Date:
Administered by:	City will procure administrator		By or before June 30, 2009

MAIN STREET PROPERTY CLEARANCE

TOWN OF GILBERT

Description

CDBG funds will be used to demolish two dilapidated buildings on Main Street in Gilbert. These buildings are severely deteriorated and are a blight on the downtown area. The demolition will be approached in two phases. Phase I will include an evaluation of structural conditions, environmental issues, cost estimates, bid specifications, and community input on re-use of the space. Phase II will include the demolition and clearance of the two buildings.



Eligibility Citation:	570.201(d)	Funding:	
National Objective:	570.208 (b)(2) Slum/blight on a spot basis	CDBG 2008:	\$58,000
HUD Matrix Code:	04 – Clearance and Demolition		
Location:	Main Street in Gilbert	TOTAL:	\$58,000
Priority Need:	Ensure adequate and safe infrastructure to meet basic needs of residents.		
Objective:	Suitable Living Environment		
Outcome(s):	<ul style="list-style-type: none"> • Availability/Accessibility • Sustainability 		
Outcome Statement(s):	<ul style="list-style-type: none"> • Enhance Suitable Living Environment through Improved Accessibility • Enhance Suitable Living Environment through Improved or New Sustainability 		
Beneficiaries:	Completion Date:		
This project will benefit the Town of Gilbert, population 500	By or before June 30, 2010		
Administered by:	Central Midlands Council of Governments		

AFFORDABLE HOUSING

COMMUNITY HOUSING DEVELOPMENT ORGANIZATIONS

Description:

At least 15% of the County's HOME funds must be set aside for organizations which are designated by the County of Lexington as Community Housing Development Organizations (CHDO). Funding allocated for CHDOs may be used for eligible development activities that promote affordable housing activities that are owned, developed, or sponsored by CHDOs. As the County of Lexington enters the development stages of the HOME Program, criteria will be established to certify CHDOs to assist the Community Development Department in accomplishing the goals and objectives of the HOME Program. Staff will seek and meet with non-profit organizations desiring to become certified as a County CHDO.



Eligibility Citation:	92.205(a)(1)	Funding:	
		HOME 2008:	\$200,000
HUD Matrix Code:	To be determined		
Location:	To be determined	TOTAL:	\$200,000
Priority Need:	Provide and/or support adequate, safe and affordable housing.		
Objective:	<ul style="list-style-type: none"> • To be determined when projects are selected 		
Outcome(s):	<ul style="list-style-type: none"> • To be determined when projects are selected 		
Outcome Statement(s):	<ul style="list-style-type: none"> • To be determined when projects are selected 		
Beneficiaries:		Completion Date:	
This project will benefit LMI households determined through income verification.		By or before December 31, 2010	
Administered by:	Community Housing Development Organization(s) to be determined		

HOMEOWNERSHIP ASSISTANCE PROGRAM

COUNTY OF LEXINGTON

Description:

The Homeownership Assistance Program will provide downpayment assistance and/or closing cost assistance to LMI first-time homebuyers. Qualifying homebuyers must be employed or must provide income documentation in the form of disability benefits, Social Security benefits, and/or other retirement benefits. Additionally, all qualifying homebuyers must participate in pre-purchase counseling established by the Lexington County HOME Program. The amount of assistance provided will typically not exceed \$5,000 per single family dwelling unit. Program guidelines will be structured to allow limited assistance above the \$5,000 limit in certain circumstances. Recapture provisions will be enacted through deferred forgivable loans. Funds will be used to assist approximately 20 first-time homebuyers. Funding for the project will be provided through the County's total ADDI allocation, in the amount of \$5,090, and HOME allocation, in the amount of \$145,000. The specific guidelines of the Homeownership Assistance Program will be developed by HOME Program staff.



Eligibility Citation:	92.205(a)(1)	Funding:	
		HOME 2008:	\$145,000
HUD Matrix Code:	05R	ADDI 2008:	\$5,090
Location:	Countywide	TOTAL:	\$150,090
Priority Need:	Provide and/or support adequate, safe and affordable housing.		
Objective:	<ul style="list-style-type: none"> • Suitable Living Environment • Decent Housing 		
Outcome(s):	<ul style="list-style-type: none"> • Availability • Sustainability 		
Outcome Statement(s):	<ul style="list-style-type: none"> • Enhance Suitable Living Environment through Improved Accessibility, Affordability, and Sustainability. • Create Decent Housing with Improved Sustainability and Accessibility. 		
Beneficiaries:	This project will benefit LMI households determined through income verification.	Completion Date:	
		By or before December 31, 2010	
Administered by:	County of Lexington		

HOUSING REHABILITATION PROGRAM

COUNTY OF LEXINGTON

Description:

This project will assist low and moderate income, disabled, and/or elderly homeowners with qualifying repairs to their primary residence. Funds will be used to assist approximately eight (8) homeowners with significant repair needs. Dependent upon the types and costs of repairs requested, additional eligible homeowners may be assisted through the Program. Program guidelines will be structured to allow maximum repair amounts for each home typically not to exceed \$20,000, with limited assistance above \$20,000 in certain circumstances. Funds will also be used for inspection/estimate services, lead-based paint testing and clearance, and for relocation and storage costs during rehabilitation. Guidelines for grants, forgivable deferred payment loans, below-market rate loans, and/or liens will be included in the specific program policies and procedures. The full guidelines for the Housing Rehabilitation Program will be developed by HOME Program staff.



Eligibility Citation:	92.205(a)(1)	Funding:	
		HOME 2008:	\$200,000
HUD Matrix Code:	14A		
Location:	County-wide	TOTAL:	\$200,000
Priority Need:	Provide and/or support adequate, safe and affordable housing.		
Objective:	<ul style="list-style-type: none"> • Suitable Living Environment • Decent Housing 		
Outcome(s):	<ul style="list-style-type: none"> • Availability • Sustainability 		
Outcome Statement(s):	<ul style="list-style-type: none"> • Enhance Suitable Living Environment through Improved Accessibility, Affordability, and Sustainability. • Create Decent Housing with Improved Sustainability and Accessibility. 		
Beneficiaries:	This project will benefit LMI households determined through income verification.	Completion Date:	
		By or before December 31, 2010	
Administered by:	County of Lexington		

**LEXINGTON COUNTY NEW HOME CONSTRUCTION
HABITAT FOR HUMANITY**

Description:

Through this project, funds will be provided to the Central South Carolina Habitat for Humanity to acquire five (5) lots in Lexington County. The lots will be used to construct five (5) affordable single-family housing units. HOME funds will also be used to provide water/sewer or well/septic tank connections for the new homes. The homes will be owned by LMI persons. The project will have approximately \$275,000 in additional funding from non-federal sources (Sponsors - \$162,500, Habitat ReStore funds - \$55,000, and State Housing Trust Fund Grants - \$57,500). All non-federal funding for the project, excluding the State Housing Trust Fund grant, will be used as required match for the County's HOME Program. Recapture provisions will be enforced to maintain the required HOME affordability period.



Eligibility Citation:	92.205(a)(1)	Funding:	
		HOME 2008:	\$100,000
HUD Matrix Code:	12	Habitat Humanity:	\$275,000
Location:	To be determined	TOTAL:	\$375,000
Priority Need:	Provide and/or support adequate, safe and affordable housing.		
Objective:	<ul style="list-style-type: none"> Decent Housing 		
Outcome(s):	<ul style="list-style-type: none"> Availability 		
Outcome Statement(s):	<ul style="list-style-type: none"> Create Decent Housing with New Availability. 		
Beneficiaries:	This project will benefit LMI households determined through income verification.		Completion Date:
Administered by:	Central South Carolina Habitat for Humanity		By or before December 31, 2010

HOUSING COUNSELING AND EDUCATION COUNTY OF LEXINGTON

Description:

Housing counseling and education will be provided to qualifying homebuyers and to other LMI persons participating in the Homeownership Assistance Program, Housing Rehabilitation Program, and/or other home ownership programs. Funds will also be used to create and distribute materials related to housing counseling and education. Counseling and education services will be provided through a qualified outside agency or consultant. The schedule for the training program will be coordinated by HOME Program staff.



Eligibility Citation:	92.302	Funding:	
		HOME 2008:	\$30,000
HUD Matrix Code:	05J		
Location:	Countywide		
		TOTAL:	\$30,000
Priority Need:	Provide and/or support adequate, safe and affordable housing.		
Objective:	<ul style="list-style-type: none"> ● Suitable Living Environment ● Decent Housing 		
Outcome(s):	<ul style="list-style-type: none"> ● Accessibility ● Sustainability 		
Outcome Statement(s):	<ul style="list-style-type: none"> ● Enhance Suitable Living Environment through Improved Accessibility, Affordability, and Sustainability. ● Create Decent Housing with Improved Sustainability and Accessibility. 		
Beneficiaries:	Completion Date:		
This project will benefit LMI households determined through income verification.	By or before December 31, 2010		
Administered by:	To be determined		

PERFORMANCE MEASUREMENT

On March 7, 2006 HUD established its standards for performance measurement through the publication of the *Notice of Outcome Performance Measurement System for Community Planning and Development Formula Grant Programs* in the Federal Register. As described in the Federal Register, the outcome performance measurement system enables HUD to collect information on the outcomes of activities funded with CPD formula grant assistance and to aggregate that information at the national, state, and local level.

Each project or activity funded by the Lexington County CDBG and HOME programs falls under one of the three objectives that relate to the statutory purposes of the program:

- 1. Creating a Suitable Living Environment:** In general, this objective relates to activities that are designed to benefit communities, families or individuals by addressing issues in their living environment. It relates to activities that are intended to address a wide range of issues faced by LMI persons from physical problems with their environment, such as poor quality infrastructure, social issues such as crime prevention, literacy, or health services.
- 2. Providing Decent Housing:** The activities that typically would be found under this objective are designed to cover the wide range of housing possible under CDBG and HOME. This objective focuses on housing programs where the purpose of the program is to meet individual family or community needs.
- 3. Creating Economic Opportunities:** This objective applies to types of activities related to economic development, commercial revitalization, or job creation.

For each objective selected for a specific project, one of three outcome categories that best reflect what is proposed to be achieved by funding that activity is chosen. The three outcome categories are:

- 1. Improving Availability or Accessibility:** This outcome category applies to activities that make services, infrastructure, public services, housing, or shelter available or accessible to low- and moderate-income persons, including those with disabilities. In this category, accessibility not only refers to physical barriers, but also to making the affordable basics of daily living available and accessible (i.e., increased access to various services, housing units, or facilities) to low- and moderate-income persons. Where a **service or facility did not exist, the assistance provided results in "new" access to that service or facility.** Where a service or facility was limited in size or capacity, and the assistance expanded the existing service or facility, the result would be improved access.
- 2. Improving Affordability:** This outcome category applies to activities that provide affordability in a variety of ways in the lives of low- and moderate-income people. It can include creating or maintaining affordable housing, basic infrastructure hookups, or services such as transportation or daycare.
- 3. Improving Sustainability:** This outcome applies to projects where the activity or activities are aimed at improving communities or neighborhoods, helping to make them

livable or viable by providing benefit to persons of low- and moderate-income or by removing or eliminating slums or blighted areas, through multiple activities or services that sustain communities or neighborhoods.

The three objectives are combined with the three outcome categories to come up with a matrix of nine potential outcome statements. These objectives, outcomes and outcome strategies are reviewed and assigned to each project and entered into HUD's IDIS system to comply with the performance measurement standards.

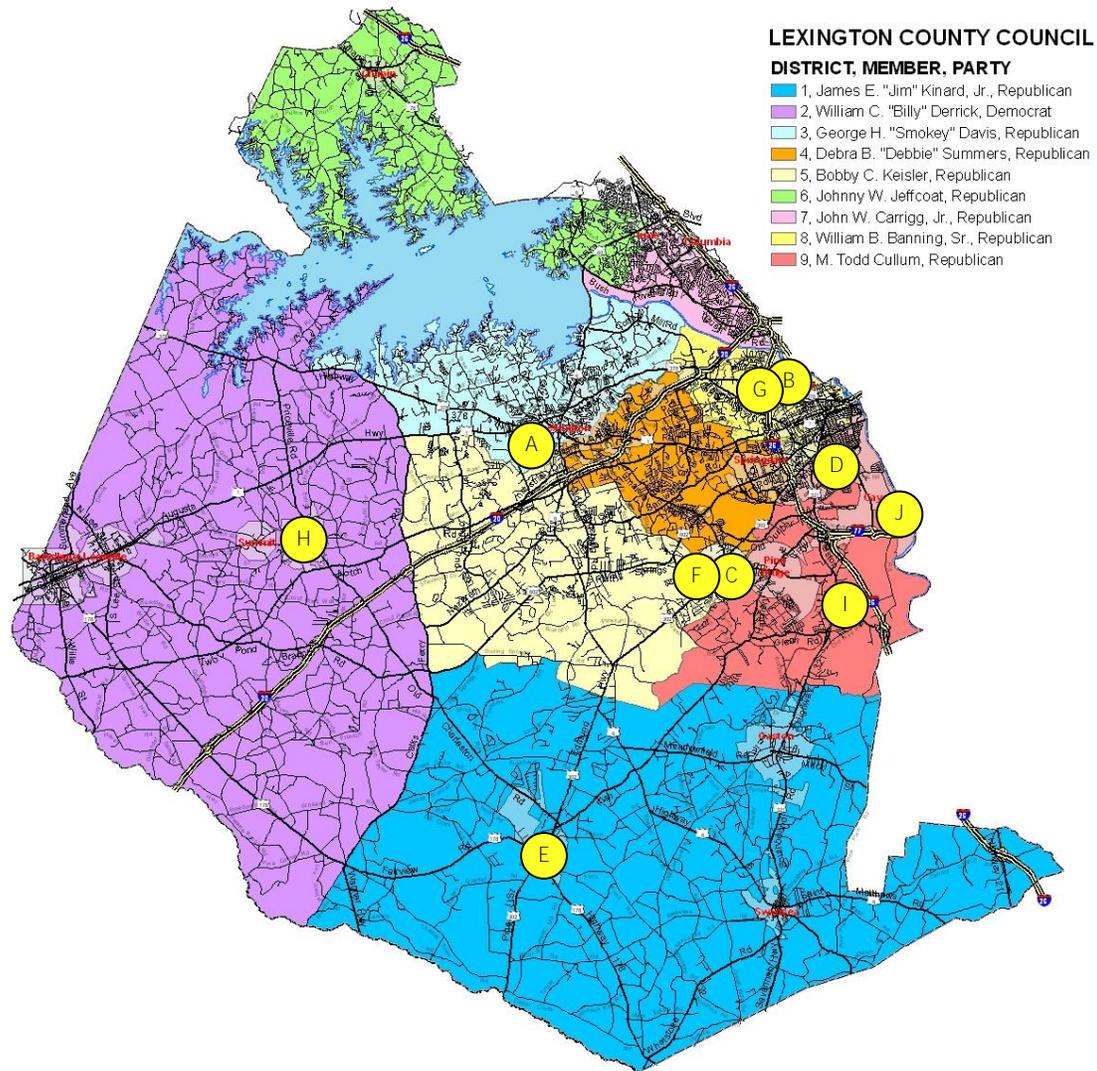
OUTCOME STATEMENT MATRIX			
	Outcome 1: Availability or Accessibility	Outcome 2: Affordability	Outcome 3: Sustainability
Objective 1: Suitable Living Environment	Enhance Suitable Living Environment through Improved Accessibility	Enhance Suitable Living Environment through Improved or New Affordability	Enhance Suitable Living Environment through Improved or New Sustainability
Objective 2: Decent Housing	Create Decent Housing with Improved or New Availability	Create Decent Housing with Improved or New Affordability	Create Decent Housing With Improved or New Sustainability
Objective 3: Economic Opportunities	Provide Economic Opportunity through Improved or New Accessibility	Provide Economic Opportunity through Improved or New Affordability	Provide Economic Opportunity through Improved or New Sustainability

Geographic Distribution

For the 2008 Program Year, **Lexington County's CDBG** and HOME programs will provide funds for projects throughout unincorporated Lexington County and in the participating cities of Cayce, West Columbia, Gilbert, Lexington, Pelion, and South Congaree. Geographic distribution and socio-economic conditions are considered carefully when reviewing proposals.

The map on the following page shows the approximate locations of site-specific proposed **projects for the year**. **Projects and sites were chosen in keeping with the County's continued** focus on expending CDBG and HOME funds to address the needs LMI persons and areas.

Lexington County Council Districts and Location Map of Projects



NOTE: Some funded projects are not shown due to privacy and security purposes. Other projects not shown may take place or address needs throughout the County.



- A. Gibson Road Sidewalk
- B. Alexander Road Sidewalk
- C. Pine Street Paving
- D. State Street Streetscaping
- E. Pelion Sewer Study
- F. South Congaree Sewer Study

- G. Triangle City Façade Improvments
- H. Main Street Property Clearance
- I. Leica Lane Affordable Housing
- J. Cayce Senior Center Feasibility

Homeless and Other Special Needs Activities

The County regularly participates in the efforts of organizations addressing homelessness and special needs activities and provides technical assistance on the HUD programs as described in the Five-Year Consolidated Plan Homeless Needs Assessment. Community Development staff regularly attends Midlands Area Coalition for the Homeless (MACH) meetings. CDBG funding was provided to the MACH in Program Years 2005 and 2006.

MACH is a task force of the local homeless shelters and other special needs providers. They provide a forum for networking and sharing of information among the various organizations and **agencies that address the unmet needs of the County's homeless and special needs populations.** CDBG staff also attend meetings of the HIV/AIDS Supportive Housing (HASH), a subcommittee of MACH that focuses on the housing and supportive housing issues of those with HIV and AIDS.

In addition to these efforts, Lexington County Community Development staff meet quarterly with regional government representatives to address housing, homelessness, and other community development issues. These regional representatives include the City of Columbia, Richland County, United Way of the Midlands, and the Columbia Housing Authority.

Other Actions

AFFIRMATIVELY FURTHERING FAIR HOUSING

As stated in the Certifications within this Action Plan, Lexington County will continue to affirmatively further fair housing. Many actions are part of an ongoing process. The *Lexington County Analysis of Impediments to Fair Housing* was completed in September of 2001. The Analysis identified multiple, often interrelated, areas of need. These impediment issues emerged from an extensive review of current policies and practices in the public and private sectors, interviews with key service providers, and an examination of socio-economic data.

Since its adoption, the County has continued to implement various actions aimed at the alleviation or removal of impediments and more importantly has undertaken actions to affirmatively further fair housing. These actions are described in the Consolidated Annual Performance and Evaluation Report (CAPER) prepared each year.

During the program year, the County will continue to expend CDBG and/or HOME administration funds to promote fair housing awareness, provide fair housing education, and participate in fair-housing related activities to affirmatively further fair housing in Lexington County. **Expenditures on fair housing are included in the County's annual administration budget.**

These efforts may include participation in regional fair housing related events, adoption, and publication of a fair housing resolution in April 2009, continued partnerships with the City of **Columbia and Richland County on fair housing issues, and distribution of the County's fair housing brochures at events throughout the Program year.**

OBSTACLES TO MEETING UNDERSERVED NEEDS

The following sections of the Five-Year Consolidated Plan provide a basis for identifying underserved needs and the obstacles to meeting those needs in Lexington County:

- Community Profile
- Housing Market Analysis
- Housing Needs Assessment
- Homeless Needs Assessment
- Non-Housing Community Development

The Strategic Plan and the proposed activities and projects to be undertaken as described in the Annual Action Plan are intended to help overcome these obstacles to the extent possible with available resources.

FOSTER AND MAINTAIN AFFORDABLE HOUSING

Lexington County will strive to address the needs for affordable housing as identified in the Five-Year Consolidated Plan. The strategies and objectives for addressing these needs are identified in the Strategic Plan. With the addition of the HOME Program, the County will explore new opportunities to provide affordable housing to LMI residents.

REMOVE BARRIERS TO AFFORDABLE HOUSING

As described in the Five-Year Consolidated Plan, in considering the barriers to affordable housing, it is clear that a number of factors impact the availability of affordable housing including the availability and price of land, financing, and the rules, regulations and fees governing development and construction. While the private sector seeks to fill the demand for housing in terms of type, size and value, the public sector impacts the process through policies including development regulation, zoning, building code enforcement, and provision of infrastructure and through the fees charged to implement those policies. Through ongoing analysis and review of these factors and other related issues described in the Five-Year plan, Lexington County will continue to seek to remove these barriers to promote increased housing opportunities for LMI persons and households.

LEAD-BASED PAINT HAZARDS

The federal Residential Lead-Based Paint Hazard Reduction Act of 1992 (Title X of the Housing and Community Development Act of 1992), amended the Lead-Based Paint Poisoning Prevention Act of 1971, which is the basic law regarding lead-based paint in federally associated housing. The law and subsequent amendments issued by HUD protect young children from lead-based paint hazards in housing that is financially assisted or being sold by the federal government.

The regulation “Requirements for Notification, Evaluation and Reduction of Lead-Based Paint Hazards in Federally Owned Residential property and Housing Receiving Federal Assistance”

was published in the Federal Register in September of 1999. The requirements apply to housing built before 1978, the year that lead-based paint was banned nationwide for consumer use. Emphasis is placed on the reduction of household dust, which may contain lead-based paint particles and requires testing after paint is disturbed to make sure that the home is lead-safe.

To the extent that lead-based paint hazards are addressed through the Housing Rehabilitation Program, the processes to be followed would include:

- Contracting certified lead-based paint inspectors and risk assessors
- Distributing information on lead-based paint hazards to all households that participate in any housing programs that purchase or rehabilitate homes built before 1978
- Conducting lead-based paint inspections and assessments as necessary
- Implementing environmental control or abatement measures (lead-based paint and asbestos) as required by all federally funded projects

REDUCE THE NUMBER OF POVERTY LEVEL FAMILIES (ANTI-POVERTY STRATEGY)

The Anti-Poverty Strategy for the Annual Action Plan is the same as that described in the Five-Year Strategic Plan.

INSTITUTIONAL STRUCTURE AND COORDINATION OF RESOURCES

The institutional structure and coordination of resources for the Annual Action Plan is the same as that described in the Five-Year Strategic Plan.

PUBLIC HOUSING

The Cayce Housing Authority assists 40 households in four different housing communities in the City of Cayce and is the only public housing authority in Lexington County. The Section 8 Housing Voucher Program administered by the South Carolina State Housing Finance and Development Authority is the primary mechanism for public rental assistance for most County residents. Lexington County will continue to foster cooperation with these agencies and strive to identify new opportunities to address the County's public housing needs.

Monitoring

The Lexington County staff managing the CDBG Program and the HOME Program share responsibility for monitoring all departmental and grantee activities to the extent possible within their daily activities. The following steps summarize the examples of monitoring standards of

the CDBG and HOME programs that are carried out through the various stages of project administration:

- Determine budgets of all projects including unanticipated and potential costs.
- Prepare thorough and comprehensive sub-recipient agreements as applicable, providing details of the project and specific requirements.
- Evaluate environmental impact of projects and implement required procedures.
- Determine engineering budget including all anticipated and potential costs (as applicable).
- Review ongoing written status reports and other communications to monitor for timeliness and compliance requirements.
- Visit project site before, during, and after construction and maintain a photographic log of project.
- Approve payment requests after review of budget summaries, time sheets, wages, accuracy to bid specs, etc.
- Prepare monthly status reports with latest information on projects.
- Prepare monthly report of CDBG and HOME draws, detailing funds drawn on each active project and progress made to meet HUD timeliness requirements.

Certifications

I. General Certifications

In accordance with the applicable statutes and the regulations governing the consolidated plan regulations, Lexington County certifies that:

A. Affirmatively Further Fair Housing

It will affirmatively further fair housing, which means it will conduct an analysis of impediments to fair housing choice within the jurisdiction, take appropriate actions to overcome the effects of any impediments identified through that analysis, and maintain records reflecting that analysis and actions in this regard.

B. Anti-Displacement and Relocation Plan / Acquisition and Relocation

It will comply with the acquisition and relocation requirements of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended, and implementing regulations at 49 CFR 24; and it has in effect and is following a residential Anti-displacement and relocation assistance plan required under section 104(d) of the Housing and Community Development Act of 1974, as amended, in connection with any activity assisted with funding under the CDBG or HOME programs.

C. Drug Free Workplace

It will or will continue to provide a drug-free workplace by:

1. Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the grantee's workplace and specifying the actions that will be taken against employees for violation of such prohibition;
2. Establishing an ongoing drug-free awareness program to inform employees about -
 - (a) The dangers of drug abuse in the workplace;
 - (b) The grantee's policy of maintaining a drug-free workplace;
 - (c) Any available drug counseling, rehabilitation, and employee assistance programs; and
 - (d) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;
3. Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement required by paragraph 1;
4. Notifying the employee in the statement required by paragraph 1 that, as a condition of employment under the grant, the employee will –
 - (a) Abide by the terms of the statement; and

- (b) Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction;
5. Notifying the agency in writing, within ten calendar days after receiving notice under subparagraph 4(b) from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to every grant officer or other designee on whose grant activity the convicted employee was working, unless the Federal agency has designated a central point for the receipt of such notices. Notice shall include the identification number(s) of each affected grant;
 6. Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph 4(b), with respect to any employee who is so convicted -
 - (a) Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or
 - (b) Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency;
 7. Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs 1, 2, 3, 4, 5 and 6.

D. Anti-Lobbying

To the best of Lexington County's knowledge and belief:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of it, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement;
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, it will complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions; and
3. It will require that the language of paragraph 1 and 2 of this anti-lobbying certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

E. Authority of Jurisdiction

The consolidated plan is authorized under State and local law (as applicable) and Lexington County possesses the legal authority to carry out the programs for which it is seeking funding, in accordance with applicable HUD regulations.

F. Consistency with Plan

The housing activities to be undertaken with CDBG, HOME, ESG, and HOPWA funds are consistent with the strategic plan.

G. Section 3

It will comply with section 3 of the Housing and Urban Development Act of 1968, and implementing regulations at 24 CFR Part 135.

Signature/Authorized Official

Date

County Administrator

Title

II. Specific CDBG Certifications

Lexington County certifies that:

A. Citizen Participation

It is in full compliance and following a detailed citizen participation plan that satisfies the requirements of 24 CFR 91.105.

B. Community Development Plan

Its consolidated housing and community development plan identifies community development and housing needs and specifies both short-term and long-term community development objectives that provide decent housing, expand economic opportunities primarily for persons of low and moderate income.

C. Following a Plan

It is following a current consolidated plan (or Comprehensive Housing Affordability Strategy) that has been approved by HUD.

D. Use of Funds

It has complied with the following criteria:

1. Maximum Feasible Priority. With respect to activities expected to be assisted with CDBG funds, it certifies that it has developed its Action Plan so as to give maximum feasible priority to activities which benefit low and moderate income families or aid in the prevention or elimination of slums or blight. The Action Plan may also include activities which the grantee certifies are designed to meet other community development needs having a particular urgency because existing conditions pose a serious and immediate threat to the health or welfare of the community, and other financial resources are not available;
2. Overall Benefit. The aggregate use of CDBG funds including section 108 guaranteed loans during program year(s) **2007, 2008 and 2009**, (a period specified by the grantee consisting of one, two, or three specific consecutive program years), shall principally benefit persons of low and moderate income in a manner that ensures that at least 70 percent of the amount is expended for activities that benefit such persons during the designated period;
3. Special Assessments. It will not attempt to recover any capital costs of public improvements assisted with CDBG funds including Section 108 loan guaranteed funds by assessing any amount against properties owned and occupied by persons of low and moderate income, including any fee charged or assessment made as a condition of obtaining access to such public improvements.

IV. Excessive Force

It has adopted and is enforcing:

- 1. 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
- 2. 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 its jurisdiction;

V. Compliance with Anti-Discrimination Laws

The grant will be conducted and administered in conformity with title VI of the Civil Rights Act of 1964 (42 USC 2000d), the Fair Housing Act (42 USC 3601-3619), and implementing regulations.

VI. Lead-Based Paint

Its activities concerning lead-based paint will comply with the requirements of 24 CFR Part 35, subparts A, B, J, K and R;

VII. Compliance with Laws

It will comply with applicable laws.

Signature/Authorized Official	Date

County Administrator	
Title	

III. Appendix to Certifications

INSTRUCTIONS CONCERNING LOBBYING AND DRUG-FREE WORKPLACE REQUIREMENTS:

A. Lobbying Certification

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

B. Drug-Free Workplace Certification

1. By signing and/or submitting this application or grant agreement, the grantee is providing the certification.
2. The certification is a material representation of fact upon which reliance is placed when the agency awards the grant. If it is later determined that the grantee knowingly rendered a false certification, or otherwise violates the requirements of the Drug-Free Workplace Act, HUD, in addition to any other remedies available to the Federal Government, may take action authorized under the Drug-Free Workplace Act.
3. Workplaces under grants, for grantees other than individuals, need not be identified on the certification. If known, they may be identified in the grant application. If the grantee does not identify the workplaces at the time of application, or upon award, if there is no application, the grantee must keep the identity of the workplace(s) on file in its office and make the information available for Federal inspection. Failure to identify all known workplaces constitutes a violation of the grantee's drug-free workplace requirements.
4. Workplace identifications must include the actual address of buildings (or parts of buildings) or other sites where work under the grant takes place. Categorical descriptions may be used (e.g., all vehicles of a mass transit authority or State highway department while in operation, State employees in each local unemployment office, performers in concert halls or radio stations).
5. If the workplace identified to the agency changes during the performance of the grant, the grantee shall inform the agency of the change(s), if it previously identified the workplaces in question (see paragraph three).
6. The grantee may insert in the space provided below the site(s) for the performance of work done in connection with the specific grant:

Place of Performance (Street address, city, county, state, zip code)

212 South Lake Drive
Lexington, South Carolina 29072

Check if there are workplaces on file that are not identified here.

The certification with regard to the drug-free workplace is required by 24 CFR part 21.

7. Definitions of terms in the Nonprocurement Suspension and Debarment common rule and Drug-Free Workplace common rule apply to this certification. Grantees' attention is called, in particular, to the following definitions from these rules:

"Controlled substance" means a controlled substance in Schedules I through V of the Controlled Substances Act (21 U.S.C. 812) and as further defined by regulation (21 CFR 1308.11 through 1308.15);

"Conviction" means a finding of guilt (including a plea of nolo contendere) or imposition of sentence, or both, by any judicial body charged with the responsibility to determine violations of the Federal or State criminal drug statutes;

"Criminal drug statute" means a Federal or non-Federal criminal statute involving the manufacture, distribution, dispensing, use, or possession of any controlled substance;

"Employee" means the employee of a grantee directly engaged in the performance of work under a grant, including: (i) All "direct charge" employees; (ii) all "indirect charge" employees unless their impact or involvement is insignificant to the performance of the grant; and (iii) temporary personnel and consultants who are directly engaged in the performance of work under the grant and who are on the grantee's payroll. This definition does not include workers not on the payroll of the grantee (e.g., volunteers, even if used to meet a matching requirement; consultants or independent contractors not on the grantee's payroll; or employees of subrecipients or subcontractors in covered workplaces).

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

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COUNTY OF LEXINGTON
PUBLIC WORKS DEPARTMENT
ENGINEERING

MEMORANDUM

DATE: March 28, 2008

TO: Katherine Hubbard
County Administrator

FROM: John Fachtel, Public Works Director
Assistant County Administrator

RE: Partial Legal Closure of Hookdale Road

The Public Works Department has been contacted concerning a partial legal closure of Hookdale Road. The attached map (Exhibit "A") shows approximately 130' at the end of Hookdale Road to be closed. The closing is at the request of the property owner H.G. Hudson, et al (TMS# 005631-01-002). The purpose of the closure is to remove the road from the property. The road is located in Springdale in County Council District 4 and is currently maintained by the County.

I recommend County Council approve this request contingent upon approval by the Town of Springdale. The owner(s) of the affected property are paying all legal costs.

Due to a court case in which the county attorney has 30-days to respond, I recommend the Public Works Committee review this request and report its recommendation to County Council on April 8, 2008.

/lh

HOOKDALE ROAD

TOTAL LENGTH OF COUNTY ROAD SECTION 345'

KITTY HAWK ROAD
TO PROPERTY CORNER
215'

130'
FROM PROPERTY CORNER TO
END OF COUNTY ROAD

NOT PART
OF
COUNTY
ROAD
43'

TMS# 005631-01-002

KITTY HAWK ROAD

Platt Spring Rd

PLATT SPRINGS ROAD



COUNTY OF LEXINGTON

PUBLIC WORKS DEPARTMENT

STORMWATER DIVISION

MEMORANDUM

DATE: March 27, 2008

TO: John Fechtel, Director of Public Works

FROM: Synithia Williams, Environmental Coordinator

RE: TMDLs

Total Maximum Daily Load (TMDL) is the daily maximum load of a pollutant a water body can receive and still meet water quality standards. The South Carolina Department of Health and Environmental Control (DHEC) is responsible for setting water quality standards. These standards are approved by the Environmental Protection Agency (EPA) and prescribe designated uses for a water body (i.e. recreational, aquatic life support, fish consumption, etc.). Section 303(d) of the Clean Water Act requires states to submit a list of sites that do not meet the approved water quality standards. The list of sites is referred to as the state's 303(d) list or impaired waters list. One of three things must happen in order for a site to be removed from the list: 1) the standard is attained 2) there was an error in listing, or 3) a TMDL has been developed.

TMDLs include the percent reduction of the applicable pollutant that would be required to meet water quality standards. The reduction requirements are allocated among point sources (industry discharges) and non-point sources (stormwater runoff) within the watershed. The TMDL will include an implementation plan designed to achieve the necessary point and non-point source reductions. Implementation is achieved through existing regulatory and non-regulatory methods. Before finalization a TMDL must be approved by the EPA and have a public notice. Once established, a TMDL may be revised but cannot expire.

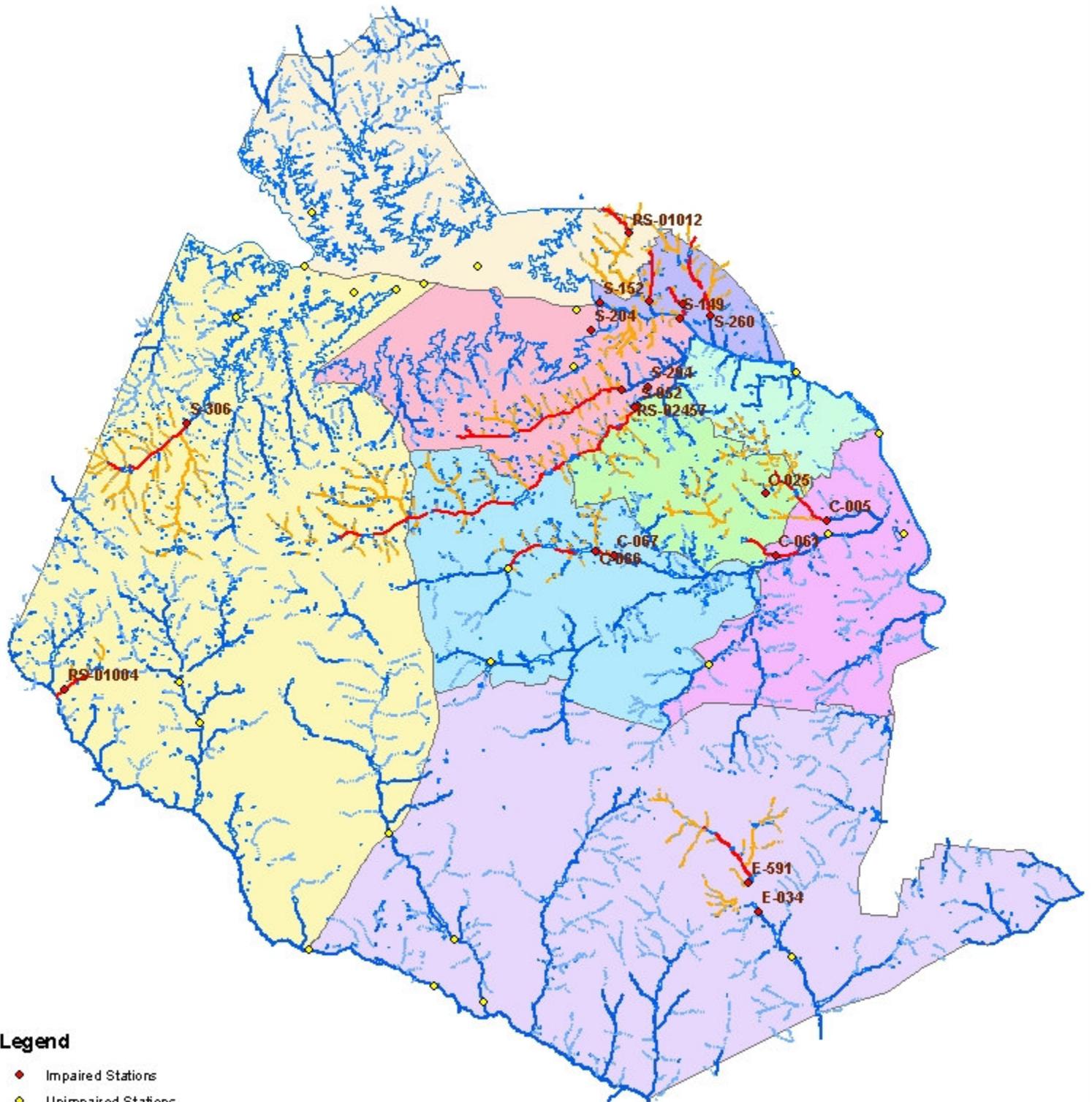
A table of the sites listed on the 2006 303(d) list, along with a table of the draft 2008 303(d) list with current TMDLs and their associated maps are included.

It is requested that this information be presented to the Public Work Committee.

EXHIBIT A
2006 LEXINGTON COUNTY IMPAIRED WATERS LIST

	WQMS Location	WQMS	Impairment	TMDL
1	Lake Caroline Spillway at Platt Springs Road	C-025	pH	Fecal Coliform
2	Rawls Creek at S-32-107	S-287	DO	Fecal Coliform
3	Sixmile Creek on US 21 S of Cayce	C-005	DO	Fecal Coliform
4	Twelve Mile Creek at US Route 378	S-294	Macroinvertebrate	Fecal Coliform
5	Bull Swamp Creek at CLVT on UNIMP Rd 1.1 Mi NW of Swansea	E-034	DO	N
6	Bull Swamp Creek at SC 6	E-591	Macroinvertebrate	N
7	Congaree Creek at S-32-66	C-070	FC	N
8	Fourteen Mile Creek at SR 28	S-848	Macroinvertebrate	N
9	Horse Penn Creek at Upstream side of County Rd 391, 1.5 M S of Batesburg	RS-01004	FC	N
10	Kinley Creek at S-32-36 (St. Andrews Rd) in Irmo	S-260	DO	N
11	Lake Murray at Dam at Spillway (Marker 1)	S-204	pH	N
12	Lake Murray at Forebay Equidistnt from Dam and Shorelines	CL-083	Cu	N
13	Lake Murray at Marker 63	S-279	pH	N
14	Lake Murray at S-36-15	S-213	pH	N
15	Rawls Creek at County Road 175, 0.25 M W of Irmo	RS-01012	Macroinvertebrate	N
16	Saluda River just below Lk Murray Dam	S-152	pH	N
17	Twelve Mile Creek at SR 106	S-052	Macroinvertebrate	N

2006 County Impaired Waters



Legend

- ◆ Impaired Stations
- ◆ Unimpaired Stations
- 06Potential_Impaired_Perennial
- - - 06Potential_Impaired_Intermittent
- 2006_Impaired_Streams
- · · Intermittent Streams
- Perennial Streams

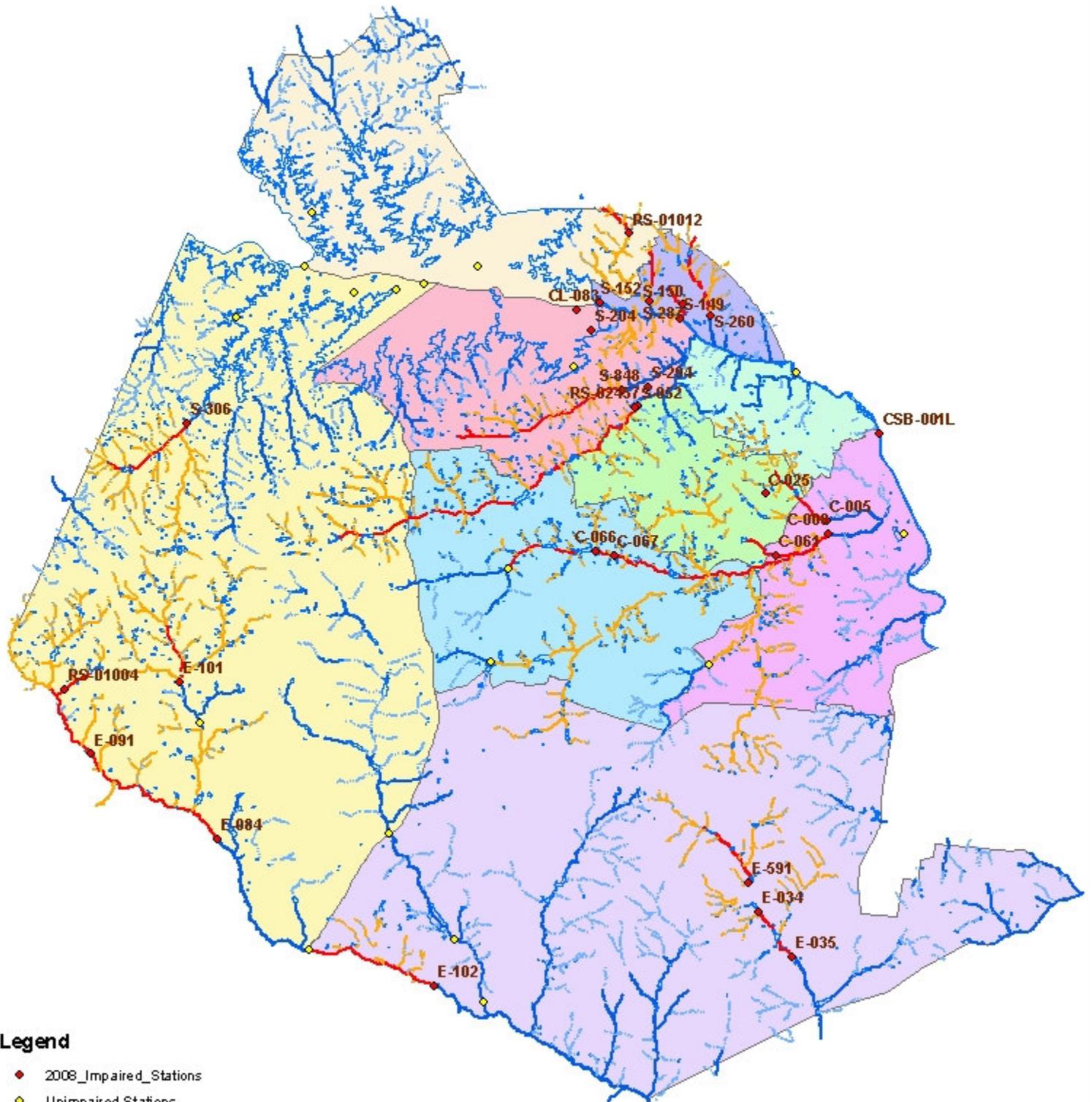
EXHIBIT B
draft-2008 Impaired Waters List

Basin	WQMS Location	Station ID	Council District	Impairment	TMDL Date	FC TMDL % Reduction
Edisto	Bull Swp Crk 1.1 Mi NW of Swansea	E-034	1	DO	2014	
Edisto	Bull Swamp Ck @ US 321 .9 Mi S of Swansea	E-035*	1	FC	2014	
Edisto	Horse Pen Creek @ SC-391	RS-01004	1	N/A	N/A	62
Edisto	Chinquapin Creek @ SC-391	E-091*	1	N/A	N/A	78
Edisto	North Fork Edisto @ SC-02-72	E-084*	1	N/A	N/A	6.9
Edisto	Lightwood Knot Ck off S-32-77	E-101*	2	FC	2010	
Edisto	North Fork Edisto @ SC-02-110	E-102*	2	N/A	N/A	16
Saluda	LK Murray in Forebay	CL-083	3	Cu	2016	
Saluda	Twelve Mile Ck @ US 378	S-294**	3	BIO	2013	89.9
Saluda	Fourteen Mile Ck @ SR 28	S-848**	3	BIO	2013	
Saluda	Saluda Rvr @ Mepco Elect Plant	S-149*	3	Turbidity	2010	89.2
Saluda	Saluda Rvr just below Lake Murray	S-152**	3	Hg	2017	
Saluda	Twelve Mile Ck @ SR 106	S-052**	4	BIO	2013	
Saluda	Six Mile Creek at foot bridge near SC602	C-025	4	N/A	N/A	54
Saluda	Red Bank Creek at Sandy Springs Rd btwn S-32-104 & SC 602	C-067*	5	N/A	N/A	36
Saluda	Rawls Ck 0.25 Mi W of Irmo	RS-01012**	6	BIO	2013	
Saluda	Lorick Br Upstream of Jct w/ Saluda Rvr	S-150*	7	DO	2020	88.5
Saluda	Kinley Ck @ S-32-36	S-260**	7	BIO	2011	92.1
Saluda	Rawls Creek	S-287	7	N/A	N/A	69
Saluda	Six Mile Ck on US 21 S of Cayce	C-005	9	DO	2010	27
Saluda	Congaree River@ Blossom St (Saluda River)	CSB-001L*	9	FC	2011	
Saluda	Congaree River @ Blossom St (Broad River)	CSB-001R*	9	FC	2011	
Saluda	Congaree Creek @ US 21 Cayce Water Intake	C-008*	9	N/A	N/A	40
Edisto	Bull Swamp Creek @ SC 6	E-501*		BIO	2015	
Saluda	Congaree River @ Hwy 378	C-007F*		Hg	2017	
Saluda	Congaree River @ Devro-Teepak Discharge Outfall	S-967*		Cu	2011	

*Stations not listed on the 2006 303(d) list

**Stations that were listed on the 2006 303(d) list but have a different impairment on the 2008 list

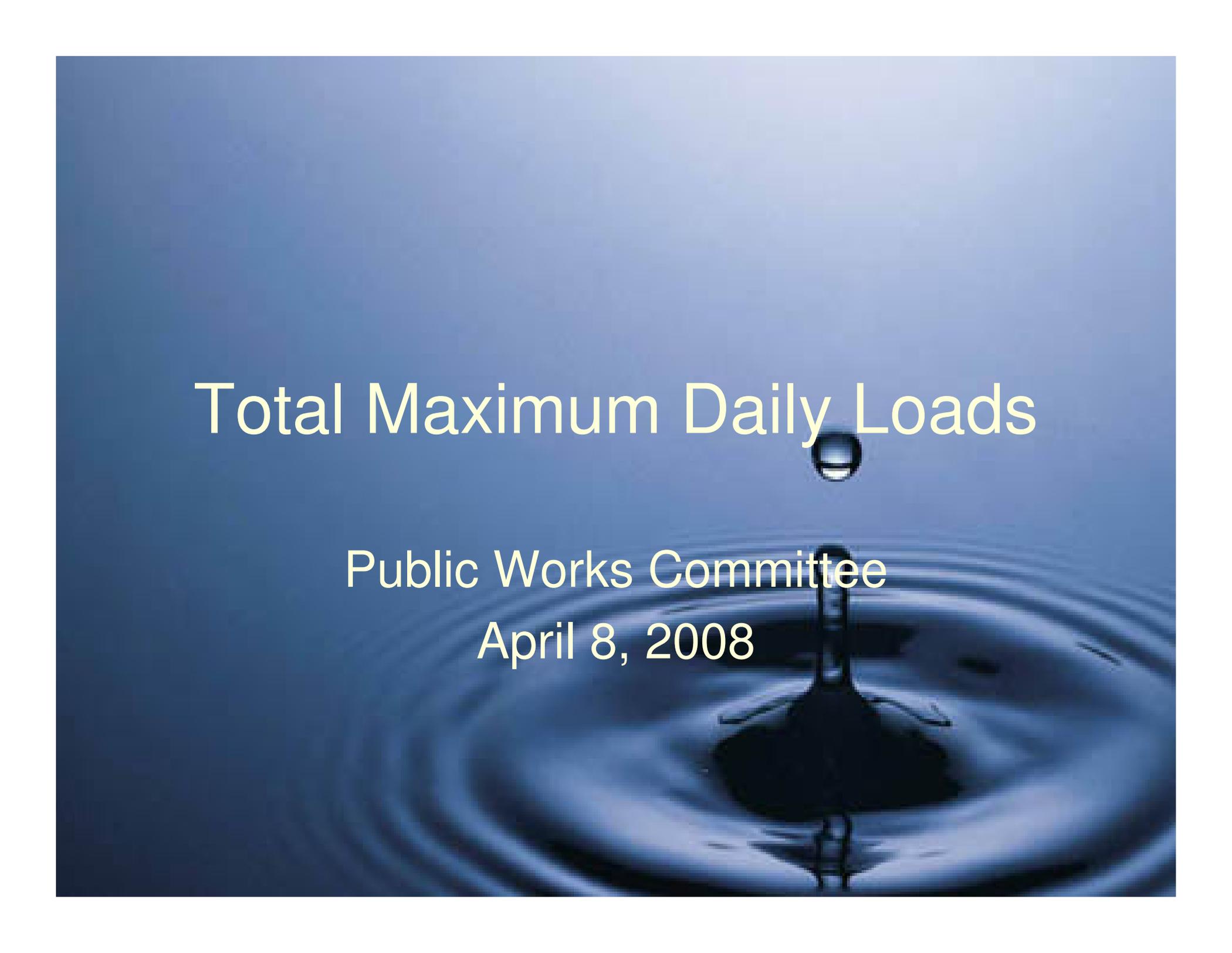
2008 County Impaired Waters



Legend

- ◆ 2008_Impaired_Stations
- ◆ Unimpaired Stations
- 2008Potential_Impaired_Intermittent
- 2008Potential_Impaired_Perennial
- Impaired_Streams_0608
- Intermittent Streams
- Perennial Streams

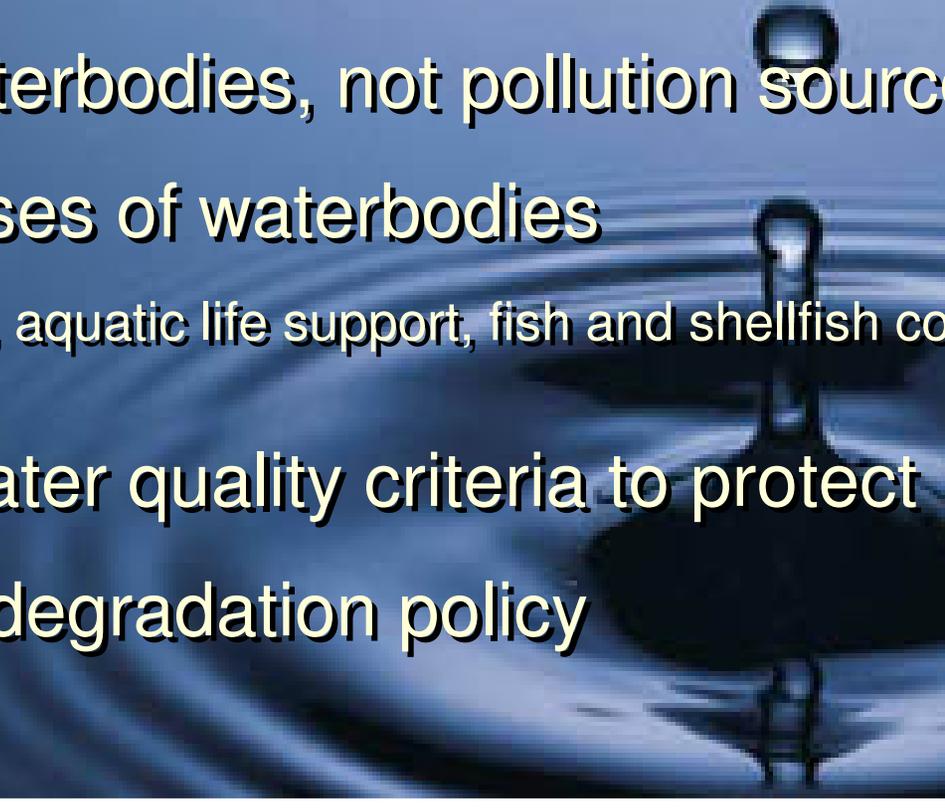
Total Maximum Daily Loads

A blue background with a water droplet falling and creating ripples. The droplet is positioned in the center, just above the text. The ripples are concentric circles expanding outwards from the point of impact.

Public Works Committee

April 8, 2008

Water Quality Standards

- DHEC determines the standards for waters of the state
 - EPA-approves
 - Apply to waterbodies, not pollution sources
 - Prescribe uses of waterbodies
 - Recreational, aquatic life support, fish and shellfish consumption, etc.
 - Establish water quality criteria to protect
 - Include antidegradation policy
- 
- A close-up photograph of a single water droplet falling into a body of water. The droplet is captured mid-fall, just above the surface, creating a small splash and concentric ripples that spread outwards. The background is a soft, out-of-focus blue, suggesting a clear sky or a calm body of water.

Section 303(d) of the Federal Clean Water Act (1972)

- Requires **states** to submit list of sites not meeting state water quality standards to EPA every two years
 - 303(d) List
- Requires **states** to develop a TMDL for each pollutant causing impairment
- If states don't develop list or TMDLs, **EPA** must

303(d) List of Impaired Waters

- Three ways to remove a site from the list:
 - Standard Attained
 - TMDL Developed & Approved
 - Error in Listing
- In **2008 Draft 303(d) list**, a total of 969 sites listed with 1158 total impairments and 23 “waters of concern”

TMDL

Total Maximum Daily Load

The daily “load” of a pollutant that a water body can receive and still meet applicable water quality standards

TMDL Elements

- **Problem Definition:** *Waterbody Condition*
- **Target Identification:** *Refers to standard*
- **Source Assessment:** *Inventory of Point and Nonpoint Sources*
- **Linkage Between Numeric Targets and Sources:** *The Water Quality Model*

TMDL Development

- TMDLs includes the pollutant percent reduction required to meet water quality standards.
 - Reductions are allocated to all the sources within a watershed.
 - Point sources, non-point sources, background
 - A margin of safety is included to ensure the standard is met.
 - An implementation plan to achieve reductions is included.
- 
- A close-up photograph of a single water droplet falling into a body of water. The droplet is captured mid-fall, just above the surface, creating a small splash. Concentric ripples emanate from the point of impact, spreading outwards across the dark blue water. The lighting is dramatic, highlighting the droplet's surface and the texture of the ripples.

TMDL Facts

- TMDL process includes public notice, comment period
- All TMDLs must be approved by EPA
- Approved TMDL confers no **additional** regulatory authority to DHEC
 - TMDL implementation through **existing** regulatory and non-regulatory mechanisms
- TMDLS may be revised, but **never** expire

2006 303(d) List

WQMS Location	WQMS	Impairment
Lake Caroline Spillway at Platt Springs Road	C-025	pH
Rawls Creek at S-32-107	S-287	DO
Sixmile Creek on US 21 S of Cayce	C-005	DO
Twelve Mile Creek at US Route 378	S-294	Macroinvertebrate
Bull Swamp Creek at CLVT on UNIMP Rd 1.1 Mi NW of Swansea	E-034	DO
Bull Swamp Creek at SC 6	E-591	Macroinvertebrate
Congaree Creek at S-32-66	C-070	FC
Fourteen Mile Creek at SR 28	S-848	Macroinvertebrate
Horse Penn Creek at Upstream side of County Rd 391, 1.5 M S of Batesburg	RS-01004	FC
Kinley Creek at S-32-36 (St. Andrews Rd) in Irmo	S-260	DO
Lake Murray at Dam at Spillway (Marker 1)	S-204	pH
Lake Murray at Forebay Equidistnt from Dam and Shorelines	CL-083	Cu
Lake Murray at Marker 63	S-279	pH
Lake Murray at S-36-15	S-213	pH
Rawls Creek at County Road 175, 0.25 M W of Irmo	RS-01012	Macroinvertebrate
Saluda River just below Lk Murray Dam	S-152	pH
Twelve Mile Creek at SR 106	S-052	Macroinvertebrate

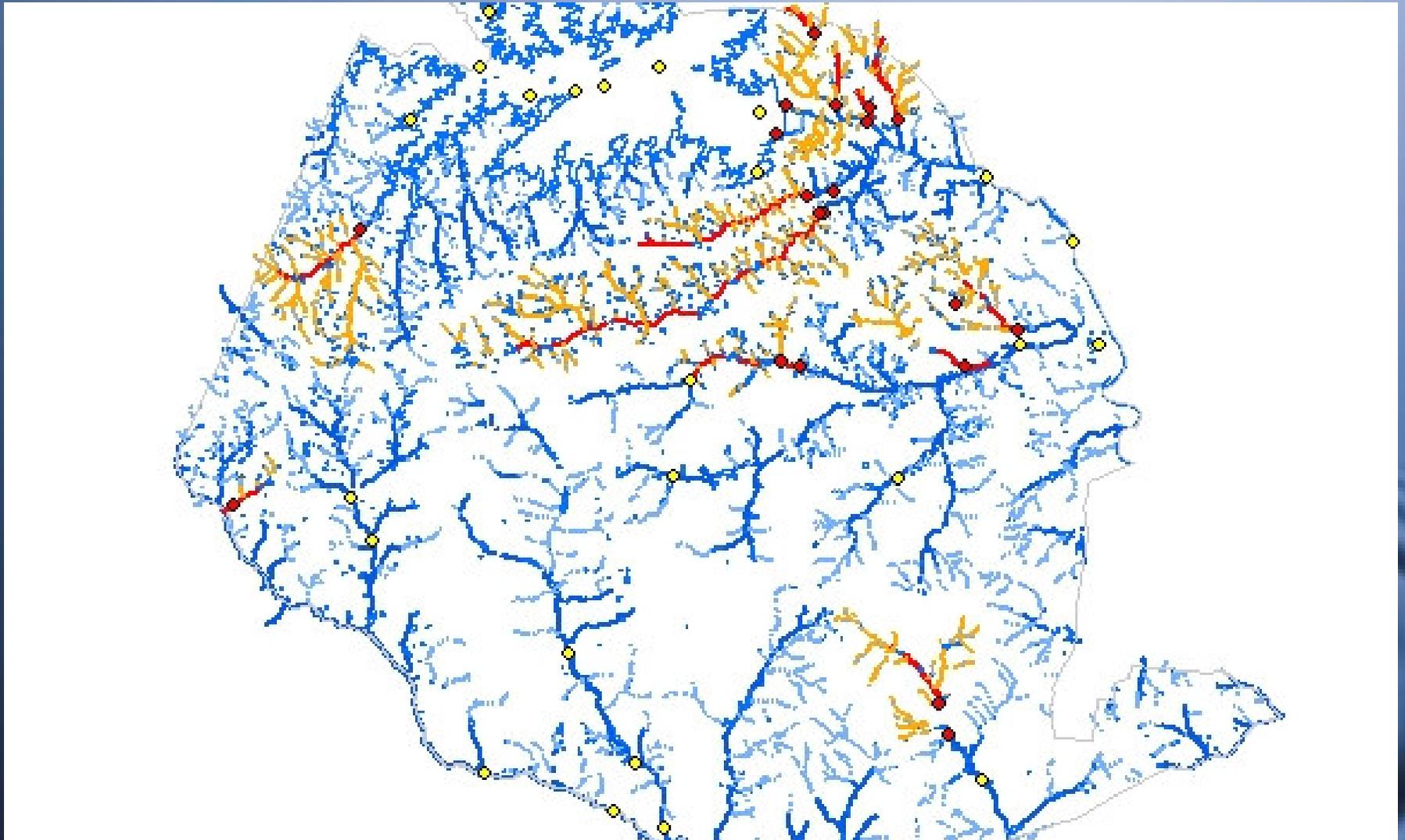
Draft 2008 303(d) List

Basin	WQMS Location	Station ID	Impairment	TMDL Date
Edisto	Lightwood Knot Ck off S-32-77	E-101	FC	2010
Edisto	Bull Swp Crk 1.1 Mi NW of Swansea	E-034	DO	2014
Edisto	Bull Swamp Creek @ SC 6	E-501	Bio	2015
Edisto	Bull Swamp Ck @ US 321 .9 Mi S of Swansea	E-035	FC	2014
Saluda	LK Murray in Forebay	CL-083	Cu	2016
Saluda	Twelve Mile Ck @ SR 106	S-052	Bio	2013
Saluda	Twelve Mile Ck @ US 378	S-294	Bio	2013
Saluda	Fourteen Mile Ck @ SR 28	S-848	Bio	2013
Saluda	Rawls Ck 0.25 Mi W of Irmo	RS-01012	Bio	2013
Saluda	Saluda Rvr @ Mepco Elect Plant	S-149	Turbidity	2010
Saluda	Lorick Br Upstream of Jct w/ Saluda Rvr	S-150	DO	2020
Saluda	Saluda Rvr just below Lake Murray	S-152	Hg	2017
Saluda	Kinley Ck @ S-32-36	S-260	Bio	2011
Saluda	Six Mile Ck on US 21 S of Cayce	C-005	DO	2010
Saluda	Congaree River @ Hwy 378	C-007F	Hg	2017
Saluda	Congaree River@ Blossom St (Saluda River)	CSB-001L	FC	2011
Saluda	Congaree River @ Blossom St (Broad River)	CSB-001R	FC	2011
Saluda	Congaree River @ Devro-Teepak Discharge Outfall	S-967	Cu	2011

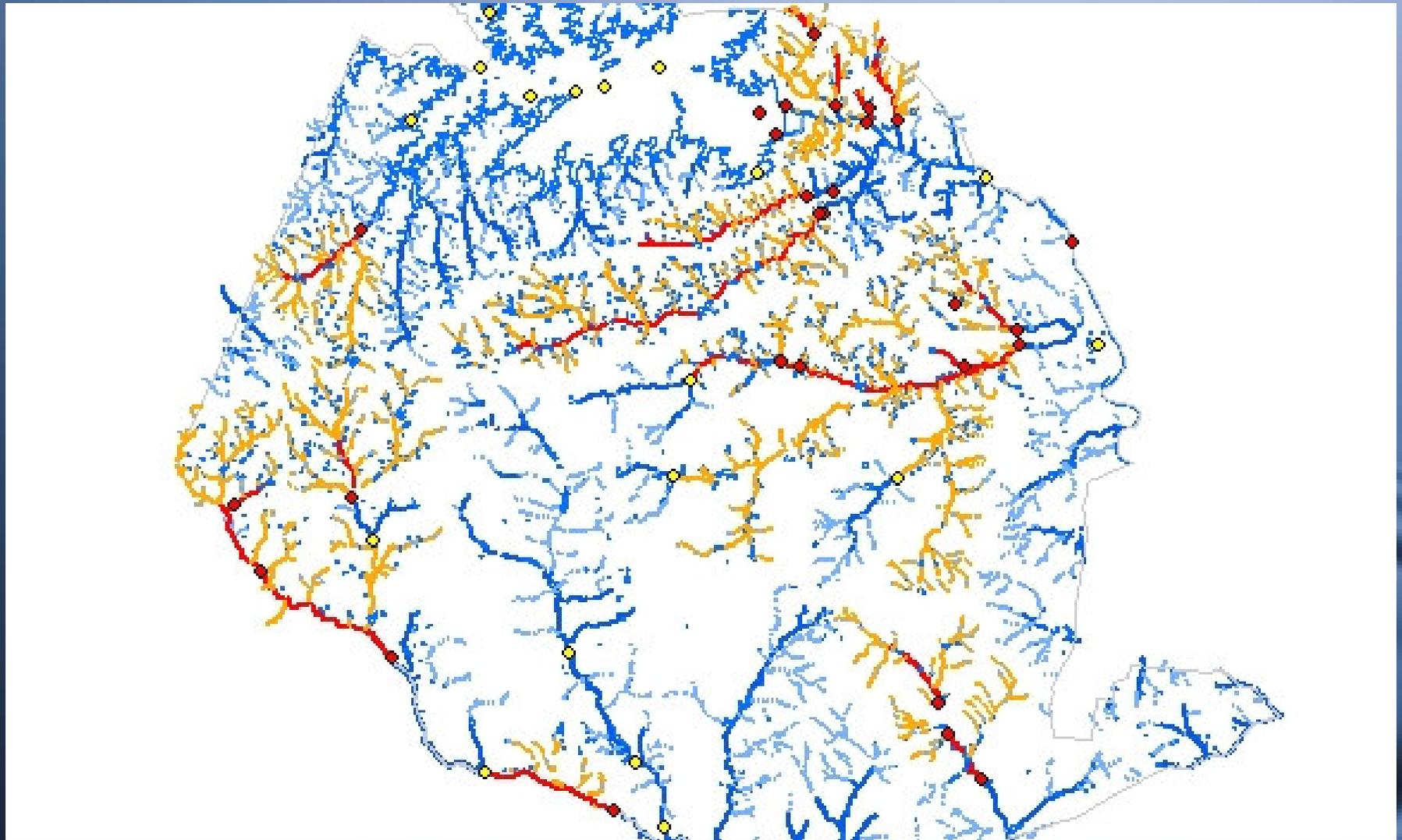
Lexington County TMDLs (FC)

Basin	WQMS Location	Station ID	FC TMDL % Reduction
Edisto	Horse Pen Creek @ SC-391	RS-01004	62
Edisto	Chinquapin Creek @ SC-391	E-091	78
Edisto	North Fork Edisto @ SC-02-72	E-084	6.9
Edisto	North Fork Edisto @ SC-02-110	E-102	16
Saluda	Rawls Creek	S-287	69
Saluda	Congaree Creek @ US 21 Cayce Water Intake	C-008	40
Saluda	Six Mile Creek at foot bridge near SC602	C-025	54
Saluda	Red Bank Creek at Sandy Springs Rd btwn S-32-104 & SC 602	C-067	36
Saluda	Twelve Mile Ck @ US 378	S-294	89.9
Saluda	Saluda Rvr @ Mepco Elect Plant	S-149	89.2
Saluda	Lorick Br Upstream of Jct w/ Saluda Rvr	S-150	88.5
Saluda	Kinley Ck @ S-32-36	S-260	92.1
Saluda	Six Mile Ck on US 21 S of Cayce	C-005	27

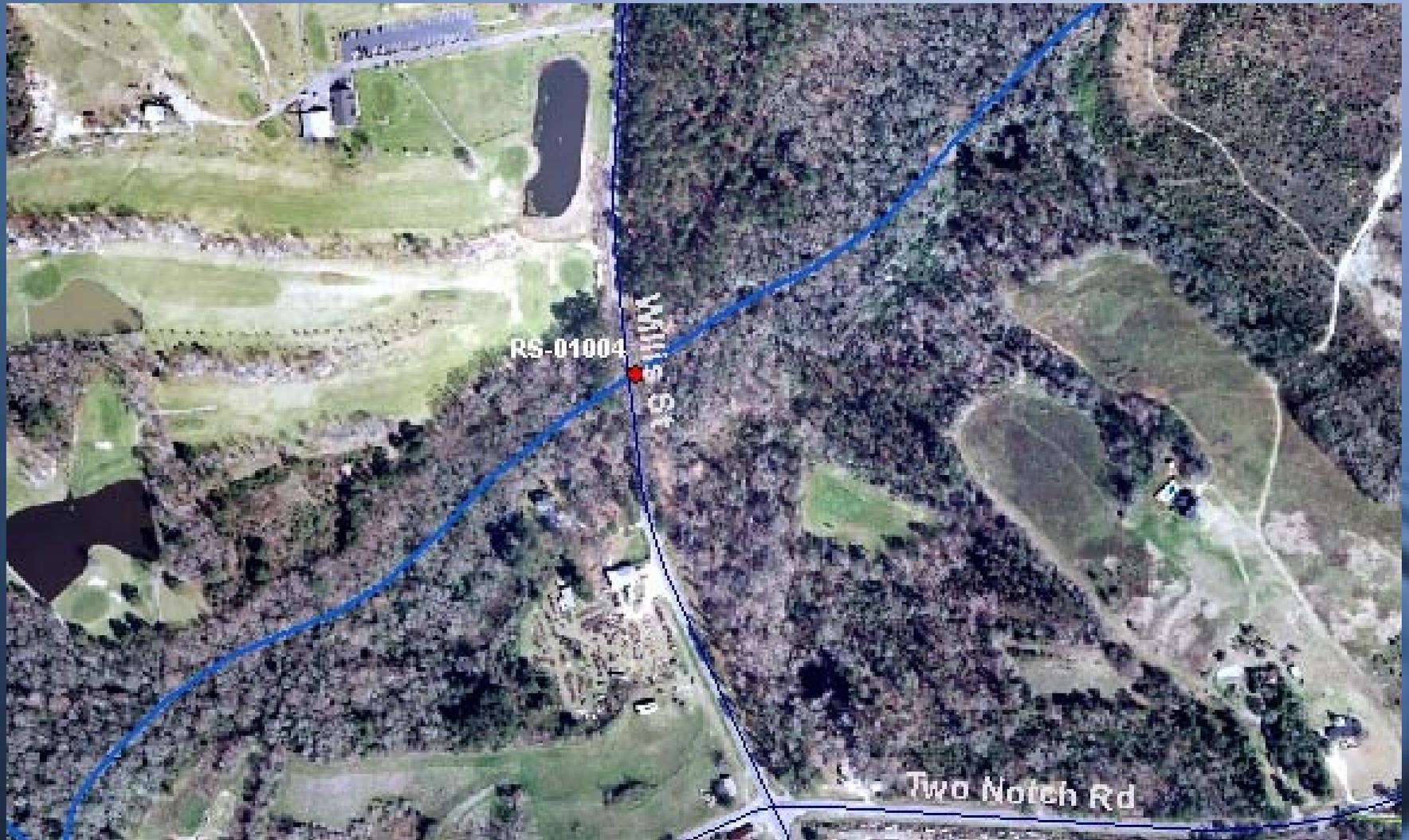
2006 Impaired Waters



2008 Impaired Waters



RS-01004



RS-01004



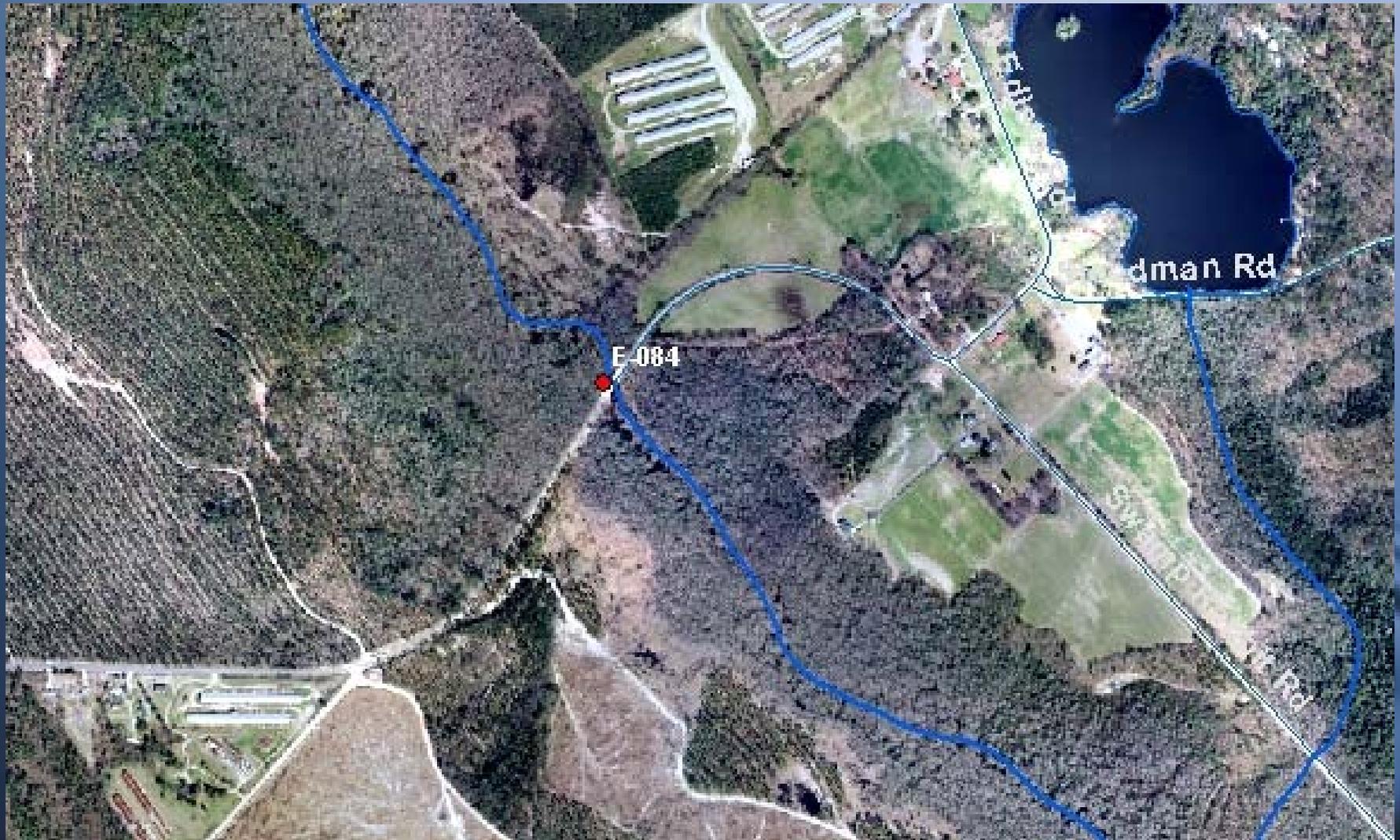
E-091



E-091



E-084



E-084



NPDES Phase II General Permit

- Requires MS4s to describe how implementation of its stormwater management plan will provide “reasonable assurance” that discharges will not cause or contribute to impairments
- Requires an MS4 to incorporate any limitations, conditions, and requirements contained in a TMDL

Water Quality Buffers

- Riparian forest **buffers** shade streams, maintaining cooler water temperatures and healthy levels of **dissolved oxygen**
 - Deborah Goard, Kansas Forestry Service
- The presence of a vegetated buffer of any size generally reduced the median bacteria concentration in runoff by more than 99 percent.
 - USDA Study
- Urban riparian forest buffers resulted in a reduction of pollutant concentrations for the parameters nitrogen, phosphorus, lead, zinc, biological oxygen demand and fecal coliform bacteria in baseflow waters
 - Water Environment Research Federation

PW/SWD TMDL Initiatives

- GIS Information
 - Impaired Stations
 - Impaired Stream Segments
 - Water Quality Buffers
- Special Protection Areas
- TMDL Plan under Development
- Creating Partnerships
 - DHEC Watershed Managers
 - Soil & Water Conservation Dist.
 - NRCS
 - Clemson Extension



QUESTIONS?





COUNTY OF LEXINGTON
PUBLIC WORKS DEPARTMENT
ENGINEERING

Memorandum

To: John Fechtel, Director of Public Works
From: Jim Starling
Date: 3/31/2008
Re: \$750,000 Pilot Program - Alternative Road Paving Candidates

As requested by Council, a pilot program using alternative paving methods is being established. Exhibit "A" shows the proposed road-paving candidates in bold print along with associated ranks, Council Districts, and estimated costs. The candidates for the alternative paving methods were selected from the approved 2003-04 "C"-Fund list (top 10 roads programmed in 2003-04) and a revised 2003-04 "C"-Fund list where the top 10 roads were removed and the remaining roads were shifted up by 10.

By using 4 roads from the original 2003-04 "C"-Fund list and 9 of the top 16 ranking roads from the revised 2003-04 "C"-Fund list, six Council Districts, 1, 2, 3, 5, 6, and 9, will have at least 1 road that will qualify for the alternative paving method. In order to have Council Districts 4, 7, and 8, represented, we will have to jump to number 26, 39, and 170 on the revised list. These road-paving candidates were selected based on length, location, average daily traffic, and priority ranking.

Location maps for each road from the revised 2003-04 "C"-Fund list are attached. There are no maps for the 4 roads from the original 2003-04 "C"-Fund list because Council has already approved these roads.

Please place this on the April 8, 2008 agenda, allowing 30 minutes for presentation to the Public Works Committee for their review. I will be presenting this to the committee.

Exhibit "A"

A.) Approved 2003-04 C-Fund Projects Using Alternative Paving Practices

<u>c/d</u>		
1	Shannon Street	0.15
5	Jayne Lane	0.11
5	Pleasant Court	0.22
9	Backman Drive	0.36

B.) \$750,000 Pilot Program Using Alternative Paving Practices

Revised 2003-04 "C"-Fund List with top 10 roads removed (Partial listing)

<u>c/d</u>	<u>rank</u>		<u>miles</u>	<u>feet</u>	<u>22 ft wide \$46/lf</u>	<u>18 ft wide \$38/lf</u>	<u>Running Total</u>
1	1	Bitternut Court	0.77		0.00	0.00	0.00
6	2	<i>Greenbriar Drive</i>	0.39	2059	\$ 94,723.20	0.00	\$ 94,723.20
2	3	Windywood Road	2.52		0.00	0.00	0.00
9	4	<i>Glenn Street, 1</i>	0.35	1848	0.00	\$ 70,224.00	\$ 164,947.20
1	5	Jim Spence Road	1.45		0.00	0.00	0.00
1	6	<i>Old Charleston Rd, 1, from Pelion Rd to Fish Hatchery</i>	0.5	2640	\$ 121,440.00	0.00	\$ 286,387.20
5	7	Fox Branch Road	0.71		0.00	0.00	0.00
1	8	D.E. Clark Road	2.29		0.00	0.00	0.00
6	9	<i>Artic Court</i>	0.33	1742	0.00	\$ 66,211.20	\$ 352,598.40
9	10	First Creek Road	0.71		0.00	0.00	0.00
6	11	<i>Flamingo Road</i>	0.44	2323	\$ 106,867.20	0.00	\$ 459,465.60
3	12	<i>Point Drive, 1</i>	0.1	528	0.00	\$ 20,064.00	\$ 479,529.60
1	13	Bub Shumpert Road, from Hartly Quarter to Hwy 302	3.18		0.00	0.00	0.00
2	14	<i>Naomi drive, 1</i>	0.2	1056	0.00	\$ 40,128.00	\$ 519,657.60
1	15	<i>Fox Trot Trail, from Windywood Rd easterly to dead end</i>	0.5	2640	0.00	\$ 100,320.00	\$ 619,977.60
2	16	<i>Heidelberg Drive</i>	0.33	1742	\$ 80,150.40	0.00	\$ 700,128.00
	17-25						
4	26	<i>Three Chop Run</i>	0.2	1056	0.00	\$ 40,128.00	\$ 740,256.00
	27-38						
8	39	<i>Westwood Circle</i>	0.18	950.4	0.00	\$ 36,115.20	\$ 776,371.20
	40-169						
7	170	<i>Steward Drive, 1</i>	0.1	528	0.00	\$ 20,064.00	\$ 796,435.20

Note 1- ROADS SHOWN IN BOLD AND ITALICS ARE CANDIDATES FOR ALTERNATIVE ROAD PAVING METHODS.

Note 2- For a 22 ft wide riding surface:

- a.) Asphalt: 2.44 sy/lf for asphalt @ \$10/sy = +/- \$25/lf
- b.) Base: 2.55 sy/lf for base @ \$8/sy = +/- \$20/lf
- c.) Pipe: 18" rcp est. \$1/lf of roadway

Note 3- For an 18 ft wide riding surface:

- a.) Asphalt: 2.00 sy/lf for asphalt @ \$10/sy = +/- \$20/lf
- b.) Base: 2.11 sy/lf for base @ \$8/sy = +/- \$17/lf
- c.) Pipe: 18" rcp est. \$1/lf of roadway



ARTIC COURT







GLENN STREET 1





Heidelberg Drive
Council Dist. 2
Length: 1742'
Rank: 16

HEIDELBERG DRIVE



NAOMI DRIVE 1



Old Charleston Road 1
Council Dist. 1
Length: 2640'
Rank: 6

OLD CHARLESTON ROAD 1
(from Pelion Rd to Fish Hatchery Rd)



POINT DRIVE 1





Three Chop Run
Council Dist. 4
Length: 1056'
Rank: 26

THREE CHOP RUN



Westwood Circle
Council Dist. 8
Length: 950.4'
Rank: 39

WESTWOOD CIRCLE

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.

RESOLUTION

THE COUNCIL FOR THE COUNTY OF LEXINGTON, SOUTH CAROLINA, MEETING IN GENERAL SESSION THE 8TH DAY OF APRIL, TWO THOUSAND AND EIGHT ADOPTED THE FOLLOWING:

WHEREAS, Lexington County, South Carolina has been and is a recipient of Community Development Block Grant (CDBG) funds and HOME Investment Partnerships Program from the United States Department of Housing and Urban Development (HUD); and

WHEREAS, as part of its grant agreement for these funds, Lexington County certifies and agrees to comply with Title VIII of the Civil Rights Act of 1968, as amended, and to administer its activities relating to housing and community development in a manner which affirmatively furthers fair housing; and

WHEREAS, it is a requirement of the CDBG program and HOME programs that the County undertake actions to further fair housing during each grant period; and

WHEREAS, the County desires that all of its citizens be afforded the opportunity to attain a decent, safe, and affordable housing regardless of race, religion, color, sex, national origin, disability, or familial status; and

WHEREAS, each year HUD designates the month of April as Fair Housing Month.

NOW, THEREFORE, BE IT RESOLVED that we, Lexington County Council, does hereby proclaim April as **FAIR HOUSING MONTH** in 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

RESOLUTION

THE COUNCIL FOR THE COUNTY OF LEXINGTON, SOUTH CAROLINA, MEETING IN GENERAL SESSION THE 8TH DAY OF APRIL, TWO THOUSAND AND EIGHT, ADOPTED THE FOLLOWING:

WHEREAS, Fremont W. Huggins served three terms on the Lexington County Library Board, from January 1996 to January 2008; and

WHEREAS, during his tenure he served as Chairman of the Board for five years; and

WHEREAS, during his tenure on the Board, Fremont was involved with the major expansion and upgrade of the library system; and

WHEREAS, he served on the building committees for several of the projects, helping to ensure that funds were spent efficiently; and

WHEREAS, Fremont regularly promoted the Library and its services to the public, informing them of the important role the Library plays in the community; and

WHEREAS, Fremont often served as an unofficial liaison between the Board and elected officials and other community leaders; and

WHEREAS, Fremont advocated for the Library's receiving the funding needed to provide good service to a growing population.

NOW, THEREFORE, BE IT RESOLVED that we, the members of Lexington County Council, extend to **FREMONT W. HUGGINS** our sincere thanks and gratitude for the tremendous job he has done for the Board, the County, and 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

RESOLUTION

THE COUNCIL FOR THE COUNTY OF LEXINGTON, SOUTH CAROLINA, MEETING IN GENERAL SESSION THE 8TH DAY OF APRIL, TWO THOUSAND AND EIGHT, ADOPTED THE FOLLOWING:

WHEREAS, 2008 marks the proud celebration of the 50th Anniversary of the Lexington County Peach Festival; and

WHEREAS, in 1958, the members of the Gilbert Community Club conceived the idea of hosting a festival to honor the local peach growers and to promote the Lexington County peach industry; and

WHEREAS, those Community Club members and countless other volunteers stepped forward to plan and stage the festival that is one of the oldest and most successful festivals in the southeast; and

WHEREAS, the Lexington County Peach Festival has operated continuously as a family-friendly, fun-filled Fourth of July event with abundant entertainment to include, pageants, arts and crafts sales, playground activities, car and tractor shows, a morning parade, political speeches, a night-time concert, and a fireworks show; and

WHEREAS, the Community Club members have offered all concessions including peach ice cream, peach cobbles, and peach teas and slushes derived from local peaches provided by local peach growers; and

WHEREAS, funds raised have been used to provide scholarships, the construction and maintenance of the Gilbert Community Park, and donations to worthy community projects including the schools, library, fire department, Gilbert scouting programs, and the Senior Citizen's programs; and

WHEREAS, the Lexington County Peach Festival has become a much respected cultural experience and anticipated mid-summer affair for the citizens of Lexington County.

NOW, THEREFORE, BE IT RESOLVED that we, the members of Lexington County Council, do hereby proclaim Friday, July 4, 2008 as **LEXINGTON COUNTY PEACH FESTIVAL DAY** in the celebration of their 50th Anniversary.

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 8TH DAY OF APRIL, TWO THOUSAND AND EIGHT, ADOPTED THE FOLLOWING:

WHEREAS, the Relay of Life will be held on May 16-17, 2008, at the Lexington School District One Stadium on Ball Park Road in Lexington; and

WHEREAS, through the American Cancer Society, Lexington Relay for Life has raised over \$1,425,269 for cancer research, programs, and college scholarships, with the majority invested in our community through programs such as the *Look Good Feel Better*, the *Man to Man*, and the *Road to Recovery* programs offered through the Lexington Medical Center, Palmetto Richland and Palmetto Baptist; and

WHEREAS, in Lexington and Richland Counties alone, over \$2 million has been donated to the University of South Carolina Cancer Research Center for research; and

WHEREAS, on May 5, 2008 all Lexington area businesses and residents are asked to display a purple ribbon to honor all cancer survivors and their caregivers in remembrance of those who have lost the battle with cancer; and

WHEREAS, the Lexington Relay for Life Committee encourages the community to “Celebrate, Remember, Fightback” in celebration of 10 years of relaying; and

WHEREAS, every year volunteers commit countless hours of their time to the Lexington Relay for Life, and survivors and caregivers work tirelessly to raise awareness about cancer.

NOW, THEREFORE, BE IT RESOLVED that we, the members of Lexington County Council, do hereby recognize May 16-17, 2008, as the weekend of the Lexington Relay for Life.

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 8TH DAY OF APRIL, TWO THOUSAND AND EIGHT, ADOPTED THE FOLLOWING:

WHEREAS, 22 years ago, the Leesville Merchants Association met and “hatched” the first Ridge Poultry Festival to showcase the Leesville community; and

WHEREAS, in 1989, the Ridge Poultry Festival was later changed to the South Carolina Poultry Festival to recognize and pay tribute to the area poultry growers and the largest agricultural business in Lexington County; and

WHEREAS, the South Carolina Poultry Festival’s primary purpose is to promote the Town of Batesburg-Leesville and give back to the community by generously supporting various charities, civic organization, and town projects in addition to scholarships for high school seniors and Poultry Science majors at Clemson University; and

WHEREAS, since 1986, the number of dedicated volunteers has grown to over 300 to ensure that festival goers enjoy the “Southern Hospitality” the community has to offer while enjoying the family oriented festivities of food, fun, music, crafts, and fireworks.

NOW, THEREFORE, BE IT RESOLVED that we, the members of Lexington County Council, do hereby proclaim May 9-10, 2008 as **SOUTH CAROLINA POULTRY FESTIVAL WEEKEND**.

BE IT FURTHER RESOLVED that we extend an invitation to citizens and visitors to join in the celebration and enjoyment of the 22nd South Carolina Poultry Festival.

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

April 8, 2008

SMOKEY DAVIS

Board of Zoning Appeals - Bryan Clemenz (Resigned 03/20/07) Term expired 12/31/07
Health Services District - Vasa W. Cate, MD - Term expired 03/10/08 - Eligible for reappointment

JOHNNY JEFFCOAT

Assessment Appeals Board - Beth Dorn Lindardt - Term expired 09/21/07 - Eligible for reappointment
Health Services District - Robert O. Heilman - Term expired 03/10/08 - Eligible for reappointment
Museum Commission - Sandra Burdett - Term expired 11/01/05 - Not eligible for reappointment

JOHN CARRIGG

Assessment Appeals Board - Vacant - Term expired 09/21/06
Museum Commission - Vacant - Term expired 11/01/06

BILL BANNING

Museum Commission - Toni L. Greer - Term expired 11/1/07 - Not eligible for reappointment
Planning Commission - William E. Unthank, Jr. (Resigned December 2007) - Term expires 8/26/11

TODD CULLUM

Lexington Health Services - Ronald Moore (deceased) - Term expires 3/10/09

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

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

COUNTY OF LEXINGTON

Procurement Services

MEMORANDUM

(O) 785-8319

(F) 785-2240

DATE: March 19, 2008

TO: Katherine L. Hubbard
County Administrator

THROUGH: Reggie Murphy
Procurement Manager

FROM: Angela M. Seymour
Procurement Officer

SUBJECT: (14) Digital Cameras and Accessories
Sheriff's Department

We received a purchase request for fourteen (14) Digital Cameras and Accessories for the Sheriff's Department. These are new, additional cameras for the Sheriff's Department through the grant for the COPS Methamphetamine Initiative. The County received three (3) bids (see attached bid tabulation).

The bids were evaluated by Lt. James Gleaton, Sherriff's Department; Nandalyn Heaitley, Grants Coordinator; and Angela M. Seymour, Procurement Officer. We recommend awarding the bid to One Call as the low bidder meeting specifications. The total cost, including applicable sales tax, is \$6,333.18.

Funds are appropriated in the following account:

2458-151200-5A8451	LE/COPS Methamphetamine Initiative
(14) Digital Cameras and Accessories	\$6,333.18

I concur with the above recommendation and further recommend that this bid be placed on County Council's agenda for their next scheduled meeting on April 8, 2008.

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

County of Lexington

14 Digital Cameras and Accessories
AMS
02/05/08

Bid Tabulation

(14) Digital Cameras and Accessories

Quantity	Description	Crutchfield		One Call		Ritz Camera	
		Unit Price	Total	Unit Price	Total	Unit Price	Total
14	DSC-H10 Sony Digital Cameras	\$ 299.99	\$ 4,199.86	\$ 299.99	\$ 4,199.86	\$ 299.99	\$ 4,199.86
21	Sony MSX-M4GS	\$ 58.49	\$ 1,228.29	\$ 54.99	\$ 1,154.79	\$ 64.99	\$ 1,364.79
14	SONY NPBG1	\$ 44.99	\$ 629.86	\$ 37.50	\$ 525.00	\$ 49.99	\$ 699.86
	Shipping		\$ -	\$ 12.92	\$ 39.21		\$ -
	Subtotal		\$ 6,058.01		\$ 5,918.86		\$ 6,264.51
	Tax		\$ 424.06		\$ 414.32		\$ 438.52
	Total		\$ 6,482.07		\$ 6,333.18		\$ 6,703.03

Quotes Received: March 11, 2008

Angela M. Seymour
Procurement Officer

COUNTY OF LEXINGTON

Procurement Services

MEMORANDUM

(O) 785-8319

(F) 785-2240

DATE: March 19, 2008

TO: Katherine L. Hubbard
County Administrator

THROUGH: Reggie Murphy
Procurement Manager

FROM: Angela M. Seymour
Procurement Officer

**SUBJECT: (46) Digital Cameras and Accessories
Sheriff's Department**

We received a purchase request for forty-six (46) Digital Cameras and Accessories for the Sheriff's Department. These are new, additional cameras for the Sheriff's Department through the grant for the Violence Against Women Act. The County received three (3) bids (see attached bid tabulation).

The bids were evaluated by Lt. James Gleaton, Sheriff's Department; Nandalyn Heaitley, Grants Coordinator; and Angela M. Seymour, Procurement Officer. We recommend awarding the bid to National Graphic Supply as the low bidder meeting specifications. The total cost, including applicable sales tax, is \$7,715.77.

Funds are appropriated in the following account:

2456-151200-5A8440	LE/Violence Against Women Act
(46) Digital Cameras and Accessories	\$7,715.77

I concur with the above recommendation and further recommend that this bid be placed on County Council's agenda for their next scheduled meeting on April 8, 2008.

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

County of Lexington

46 Digital Cameras and Accessories
AMS
02/05/08

Bid Tabulation

(46) Digital Cameras and Accessories

Quantity	Description	National Graphic Supply		B & H Photo		Camcor	
		Unit Price	Total	Unit Price	Total	Unit Price	Total
46	Nikon Cool Pix L18 Digital Camera	\$ 121.50	\$ 5,589.00	\$ 135.00	\$ 6,210.00	\$ 127.38	\$ 5,859.48
46	1 GB Memory Card	\$ 10.00	\$ 460.00	\$ 11.00	\$ 506.00	\$ 14.99	\$ 689.54
46	Pelican Guard Box	\$ 22.00	\$ 1,012.00	\$ 27.00	\$ 1,242.00	\$ 24.95	\$ 1,147.70
	Shipping		\$ 150.00	\$ 72.00	\$ 39.21		\$ -
	Subtotal		\$ 7,211.00		\$ 7,997.21		\$ 7,696.72
	Tax		\$ 504.77		\$ 559.80		\$ 538.77
	Total		\$ 7,715.77		\$ 8,557.01		\$ 8,235.49

Quotes Received: March 11, 2008

Angela M. Seymour
Procurement Officer

COUNTY OF LEXINGTON

Procurement Services

MEMORANDUM

(O) 785-8319

(F) 785-2240

DATE: March 28, 2008

TO: Katherine L. Hubbard
County Administrator

THROUGH: Reggie Murphy
Procurement Manager

FROM: Angela M. Seymour
Procurement Officer

SUBJECT: (14) Laptops and Accessories
Sheriff's Department

We received a purchase request for fourteen (14) Laptops and Accessories from the Sheriff's Department. These will be replacements for laptops and computers that are currently being used by the Sheriff's Department. These items will be purchased directly from the manufacturer (Dell) through the South Carolina State Contract #A63307.

Lt. James Gleaton, Sheriff's Department; Nandalyn Heaitley, Grants Coordinator; Mike Ujcich, Chief Information Officer; and Angela M. Seymour, Procurement Officer have reviewed and recommended this purchase. The total cost, including applicable sales tax, is \$58,506.79.

Funds are appropriated in the following account:

2458-151200-5A8443	LE/COPS Methamphetamine Initiative
(14) Laptops and Accessories	\$58,506.79

I concur with the above recommendation and further recommend that this bid be placed on County Council's agenda for their next scheduled meeting on April 8, 2008.

copy: Larry Porth, Director of Finance/Assistant County Administrator
Sheriff James Metts
Chief Bruce Rucker, Assistant Sheriff / Director of Public Safety & Homeland Security
Chief Keith Kirchner, Assistant Sheriff
Colonel Allan Paavel, Sheriff's Department
Sylvia Dillon, Sheriff's Department
Mike Ujcich, Chief Information Officer

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



COUNTY OF LEXINGTON, SOUTH CAROLINA

Community Development

County Administration Building, 4th Floor
212 South Lake Drive, Suite 401, Lexington, SC 29072
(803)785-8121

ZONING MAP AMENDMENT APPLICATION # M08-02

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

225 Feet of Phillip Drive from the intersection of Princeton Road

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

TMS#: n/a Property Owner: n/a

Reason for the request: Applicant is requesting the map amendment to allow access for a towing and impoundment lot activity on Phillip Drive. The use of the driveway on Phillip Drive will prevent future issues with power lines on Princeton Road.

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: 3/21/08 Applicant: Owner [X] Agent []

Phone #(s): cell (803) 465-5656

Signature: Printed Name: Ron McManus

Street/Mailing Address: 3085 Princeton Rd., West Columbia, SC 29170

Table with 2 columns: Date, Action. Rows: 3/21/08 Application Received, Newspaper Advertisement, Notices Mailed.

Table with 2 columns: Date, Action. Rows: 3/21/08 Fee Received, Property Posted, Planning Commission.

Planning Commission Recommendation:

Table with 5 columns: Date, Action, Public Hearing, Second Reading, Third Reading. Row: 4/08/08 First Reading.

Results:

Zoning Map Amendment Application M08-02



ZONING LEGEND

	I - Interstate		RL5 - Residential Local 5		ID - Intensive Development
	A - Arterial Road		RL6 - Residential Local 6		PD - Planned Development
	C - Collector Road		LC - Limited Commercial		R1 - Low Density Residential
	L - Local Road		C1 - Neighborhood Commercial		R2 - Medium Density Residential
	LL - Limited Local Road		C2 - General Commercial		R3 - High Density Residential
	RL4 - Residential Local 4		D - Development		RD - Restrictive Development

Zoning Map Amendment Application M08-02

225 ft. of Phillip Dr



NOTE: Parcel boundary lines are approximate and may appear distorted in an oblique view.

ORDINANCE #08-01

AN ORDINANCE AMENDING THE LEXINGTON COUNTY BUILDING CODE ORDINANCE

Pursuant to the authority granted by the Constitution of the State of South Carolina and General Assembly of the State of South Carolina, be it ordained and enacted by the Lexington County Council as follows:

Amendments to the Building Code Ordinance are to be considered that would update the restrictions contained therein. The revised Ordinance also amends various sections to more closely match the wording of the International Building Code and incorporates references to certain state laws.

This Ordinance shall be effective from the date that it is approved.

Enacted this ____ day of _____, 2008.

William C. Derrick
Chairman, Lexington County Council

ATTEST:

Diana W. Burnett, Clerk

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

LEXINGTON COUNTY, SOUTH CAROLINA

ORDINANCE 08-07

AUTHORIZING THE ISSUANCE, SALE AND DELIVERY OF REFUNDING AND IMPROVEMENT GENERAL OBLIGATION BONDS OF LEXINGTON COUNTY, SOUTH CAROLINA; FIXING THE FORM AND DETAILS OF THE BONDS; AUTHORIZING THE COUNTY ADMINISTRATOR AND FINANCE DIRECTOR TO DETERMINE CERTAIN MATTERS RELATING TO THE BONDS; PROVIDING FOR THE PAYMENT OF THE BONDS AND THE DISPOSITION OF THE PROCEEDS THEREOF, AND OTHER MATTERS RELATING THERETO.

April 4, 2008

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AN ORDINANCE

AUTHORIZING THE ISSUANCE, SALE AND DELIVERY OF REFUNDING AND IMPROVEMENT GENERAL OBLIGATION BONDS OF LEXINGTON COUNTY, SOUTH CAROLINA; FIXING THE FORM AND DETAILS OF THE BONDS; AUTHORIZING THE COUNTY ADMINISTRATOR AND FINANCE DIRECTOR TO DETERMINE CERTAIN MATTERS RELATING TO THE BONDS; PROVIDING FOR THE PAYMENT OF THE BONDS AND THE DISPOSITION OF THE PROCEEDS THEREOF, AND OTHER MATTERS RELATING THERETO (the "*Ordinance*").

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

SECTION 1. Findings. The County Council (the "*County Council*") of Lexington County, South Carolina (the "*County*"), hereby finds and determines:

(a) Article X, Section 14 of the Constitution of the State of South Carolina, 1895, as amended (the "*Constitution*"), provides that counties may incur general obligation bonded indebtedness upon such terms and conditions as the General Assembly may prescribe by general law subject to the following limitations: (i) such debt must be incurred only for a purpose which is a public purpose and a corporate purpose for a county, and (ii) unless excepted therefrom, such debt may be issued in an amount not exceeding eight percent of the assessed value of all taxable property of such county (the "*Bonded Debt Limit*").

(b) Pursuant to Chapter 15, Title 4, Code of Laws of South Carolina, 1976, as amended (the same being and hereinafter referred to as the "*County Bond Act*"), the governing body of any of the counties of the State may issue general obligation bonds to defray the cost of any authorized purpose and for any amount not exceeding such County's applicable constitutional limit.

(c) The County Bond Act provides that as a condition precedent to the issuance of bonds an election be held with results favorable thereto. Chapter 27, Title 11, Code of Laws of South Carolina, 1976, as amended, (the "*Article X Enabling Act*") provides that if an election be prescribed by the provisions of the County Bond Act, but is not required by the provisions of Article X, Section 14 of the Constitution, then in every such instance, no election need be held and the remaining provisions of the County Bond Act shall constitute a full and complete authorization to issue bonds in accordance with such remaining provisions.

(d) In accordance with the provisions of the County Bond Act, as amended by the provisions of the Article X Enabling Act, the County issued its original principal amount

\$7,400,000 General Obligation Bonds, Series 1995 (the “*Series 1995 Bonds*”). In order to effect interest cost savings, the County advance refunded the Series 1995 Bonds by the issuance and delivery of the \$8,070,000 General Obligation Bonds, Series 1998 (the “*Series 1998 Bonds*”) and depositing the proceeds received therefrom in an irrevocable escrow, the maturing receipts of the principal and interest of which paid the principal, interest and redemption premium of the Series 1995 Bonds through and including the first redemption date of the Series 1995 Bonds which was February 1, 2003.

(e) Title 11, Chapter 15, Article 5 of the Code of Laws of South Carolina, 1976, as amended (the “*Refunding Act*”) provides that the governing body of any issuer, including any county, may issue refunding bonds to such extent as such issuer shall be indebted by way of principal, interest and redemption premium upon any outstanding general obligation bonds, maturing or called for redemption, less all sinking funds and other moneys on hand applicable thereto at any time (the “*Required Redemption Amount*”), but not sooner than one year from the date the outstanding bonds fall due or have been called for redemption.

(f) Under present market conditions, the County has determined that it will achieve interest cost savings by the issuance of refunding bonds and using the proceeds therefrom to redeem the outstanding 1998 Bonds, which mature on the first day of February in the years 2009 through 2015 and which have an aggregate outstanding principal amount of \$5,040,000;

(g) The County has further determined to provide, at this time, improvements to the County’s existing library facilities (the “*Improvements*”) in such sum when added to the Required Redemption Amount of the 1998 Bonds will together equal the principal of a borrowing that produces debt service payments that substantially equal those on the Series 1998 Bonds.

(h) The assessed value of the County for 2006, which is the last completed assessment thereof, is a sum not less than \$893,983,244, which produces for the County a Bonded Debt Limit of \$72,518,660. The present outstanding principal amount of general obligation debt of the County, including the Series 1998 Bonds, is the sum of \$46,420,000 and thus the County may issue additional general obligation debt, in the principal sum of \$26,098,660 without a referendum. Under the decision of the South Carolina Supreme Court in *Williams v. Rock Hill*, 177 S.C. 82, 180 S.E. 799 (1935), debt issued by the County for the purpose of refunding general obligation debt, and thus reducing the annual debt service payments of the refunded debt, does not create additional debt subject to the Bonded Debt Limit. However, the sum borrowed by the County in order to defray the costs of the Improvements does count against the Bonded Debt Limit. At the closing of the refunding and improvement bonds issued pursuant to the provisions of this Ordinance, the Finance Director shall certify as to the principal sum used to effect the redemption of the Series 1998 Bonds as well as the principal sum issued to defray the cost of the Improvements.

(i) It is in the best interest of the County for the County Council to authorize and provide for the issuance and sale of refunding and improvement general obligation bonds of the County pursuant to the aforesaid provisions of the Constitution and laws of the State of South Carolina for the purposes of refunding the 1998 Bonds and issuing new money to defray the cost of the Improvements.

SECTION 2. Authorization and Details of Bonds. Pursuant to the aforesaid provisions of the Constitution and laws of the State of South Carolina, there is hereby authorized to be issued general obligation bonds (the “**Bonds**”) of the County in such amount, not exceeding \$5,900,000, to provide (i) the Required Redemption Amount of the 1998 Bonds, (ii) funds to pay the costs associated with building the Improvements, and (iii) funds to pay all costs of issuance. The actual amount of the Bonds to be issued hereunder shall be determined by the “**County Administrator**” and “**Finance Director**” of the County, as to the particular maturities of the 1998 Bonds to be redeemed and after taking into account the amount in the sinking fund with respect to the 1998 Bonds and other amounts available for the payment thereof.

The Bonds will be issued in fully registered form registered in the name of the purchaser thereof or under a book-entry only system, registered in the name of Cede & Co. as the registered owner and nominee of The Depository Trust Company, New York, New York, which in such instance will act as securities depository for the Bonds. The Bonds shall be dated as of the first day of the month in which the Bonds are delivered to the initial purchaser(s) thereof or such other date as shall be selected by the Finance Director and County Administrator; shall be in such denominations as determined by the Finance Director and County Administrator; shall bear interest from date as may be accepted by the Finance Director and County Administrator at the time of the sale thereof; and shall mature in such principal installments as the Finance Director and County Administrator may determine if issued as a single bond or serially in successive annual installments as determined by the Finance Director and County Administrator if issued in the form of serial bonds.

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

SECTION 3. Delegation of Certain Details of the Bonds to the County Administrator and Finance Director. The Council hereby expressly delegates to the County Administrator and the Finance Director the authority, with respect to the Bonds, to determine: (a) the date of sale, the date of issuance, the maturity schedule and interest payment dates of the Bonds; (b) the redemption provisions, if any, for the Bonds; (c) whether to use bond insurance with respect to the Bonds, and if so, make appropriate arrangements therefor; (d) whether to employ a financial advisor, upon the advice of bond counsel, in connection with the issuance of the Bonds; (e) whether to award the Bonds on a net interest cost or true interest cost basis; (f)

whether the Bonds will be designated as “qualified tax-exempt obligations”; (g) whether to utilize the provisions of Section 11-27-40(8) with respect to this Ordinance; and (h) such other matters regarding the Bonds as are necessary or appropriate. In making such determinations, the Finance Director and County Administrator are directed to take into account the amounts available in the County's debt service fund and to minimize increases and changes in the millage rates of taxes levied for the payment of the Bonds. The County Council may, by resolution, authorize the Finance Director and the County Administrator to alter any of the conditions specified above or elsewhere herein.

The County Administrator is hereby authorized and directed to conduct the sale of the Bonds pursuant to the provisions of Section 14 hereof. The County Council hereby expressly delegates to the County Administrator the authority to award the sale of any Bonds in accordance with the notice of sale set forth in Section 14.

SECTION 4. Public Hearing. Prior to third reading of this Ordinance, a public hearing shall be conducted. Notice of such hearing shall be given in accordance with the provisions of Section 4-9-130 or Section 15-29-40 of the Code of Laws of South Carolina, 1976, as amended. The notice shall be in the form approved by the County Administrator and Finance Director.

SECTION 5. Registrar/Paying Agent. Both the principal of and interest on the Bonds shall be payable in any coin or currency of the United States of America which is, at the time of payment, legal tender for public and private debts. If the Bonds are issued in the form of a single bond or held in book-entry only form, the Lexington County, South Carolina Treasurer's Office or the Finance Director shall serve as the Registrar/Paying Agent for the Bonds (the “***Registrar/Paying Agent***”) and shall fulfill all functions of the Registrar/Paying Agent enumerated herein and initially held in a book-entry system and subsequently such system is discontinued.

SECTION 6. Registration and Transfer. The County shall cause books (herein referred to as the “***Registry Books***”) to be kept at the offices of the Registrar/Paying Agent, for the registration and transfer of the Bonds. Upon presentation at its office for such purpose, the Registrar/Paying Agent shall register or transfer, or cause to be registered or transferred, on such Registry Books, the Bonds under such reasonable regulations as the Registrar/Paying Agent may prescribe.

Each Bond shall be transferable only upon the registry books of the County, which shall be kept for such purpose at the principal office of the Registrar/Paying Agent, by the registered owner thereof in person or by his duly authorized attorney upon surrender thereof together with a written instrument of transfer satisfactory to the Registrar/Paying Agent, duly executed by the registered owner or his duly authorized attorney. Upon the transfer of any such Bond, the

Registrar/Paying Agent, on behalf of the County, shall issue, in the name of the transferee a new fully registered Bond or Bonds, of the same aggregate principal amount, interest rate and maturity as is the surrendered Bond. Any Bond surrendered in exchange for a new registered Bond pursuant to this Section shall be canceled by the Registrar/Paying Agent.

The County and the Registrar/Paying Agent may deem or treat the person, in whose name any fully registered Bond shall be registered upon the registry books, as the absolute owner of such Bond, whether such Bond shall be overdue or not, for the purpose of receiving payment of the principal of and interest on such Bond and for all other purposes and all such payments so made to any such registered owner or upon his order shall be valid and effectual to satisfy and discharge the liability upon such Bond to the extent of the sum or sums so paid, and neither the County nor the Registrar/Paying Agent shall be affected by any notice to the contrary. In all cases in which the privilege of transferring Bonds is exercised, the County shall execute and the Registrar/Paying Agent shall authenticate and deliver Bonds in accordance with the provisions of this Ordinance. Neither the County nor the Registrar/Paying Agent shall be obliged to make any such transfer of Bonds during the period beginning on the day after the 15th calendar day of the month next preceding an interest payment date on such Bonds and ending on such interest payment date.

SECTION 7. Record Date. The County hereby establishes a record date for the payment of interest or for the giving of notice of any proposed redemption of Bonds, and such record date shall be the 15th day of the calendar month next preceding an interest payment date on such Bonds or, in the case of any proposed redemption of Bonds, such record date shall not be more than 15 days prior to the mailing of notice of redemption of Bonds.

SECTION 8. Lost, Stolen, Destroyed or Defaced Bonds. In case any Bond shall at any time become mutilated in whole or in part, or be lost, stolen or destroyed, or be so defaced as to impair the value thereof to the owner, the County shall execute and the Registrar/Paying Agent shall authenticate and deliver at the principal office of the Registrar/Paying Agent, or send by registered mail to the owner thereof at his request, risk and expense a new Bond of the same interest rate and maturity and of like tenor and effect in exchange or substitution for and upon the surrender for cancellation of such defaced, mutilated or partly destroyed Bond, or in lieu of or in substitution for such lost, stolen or destroyed Bond. In any such event the applicant for the issuance of a substitute Bond shall furnish the County and the Registrar/Paying Agent evidence or proof satisfactory to the County and the Registrar/Paying Agent of the loss, destruction, mutilation, defacement or theft of the original Bond, and of the ownership thereof, and also such security and indemnity in such amount as may be required by the laws of the State of South Carolina or such greater amount as may be required by the County and the Registrar/Paying Agent. Any duplicate Bond issued under the provisions of this Section in exchange and substitution for any defaced, mutilated or partly destroyed Bond or in substitution for any allegedly lost, stolen or wholly destroyed Bond shall be entitled to the

identical benefits under this Ordinance as was the original Bond in lieu of which such duplicate Bond is issued, and shall be entitled to equal and proportionate benefits with all the other Bonds of the same series issued hereunder.

All expenses necessary for the providing of any duplicate Bond shall be borne by the applicant therefor.

SECTION 9. Book-Entry Only System.

(a) Notwithstanding anything to the contrary herein, so long as the Bonds are being held under a book-entry system of a securities depository, transfers of beneficial ownership of the Bonds will be effected pursuant to rules and procedures established by such securities depository. If held under a book-entry system, the initial securities depository for the Bonds will be The Depository Trust Company (“*DTC*”), New York, New York. *DTC* and any-successor securities depositories are hereinafter referred to as the “*Securities Depository*” and “*Securities Depository Nominees*” respectively.

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

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

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

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

physical certificates for the Bonds in exchange for the Bonds registered in the name of the Securities Depository Nominee.

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

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

SECTION 10. Execution of Bonds. The Bonds shall be executed in the name of the County, with the manual or facsimile signature of the Chairman of the County Council attested to by the manual or facsimile signature of the Clerk to County Council under a facsimile of the seal of the County, which shall be impressed, imprinted or reproduced thereon. The Bonds shall not be valid or become obligatory for any purpose unless there shall have been endorsed thereon a certificate of authentication. Each Bond shall bear a certificate of authentication manually executed by the Registrar/Paying Agent in substantially the form set forth herein.

SECTION 11. Form of Bonds. The Bonds shall be in substantially the following form:

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

UNITED STATES OF AMERICA
STATE OF SOUTH CAROLINA
REFUNDING AND IMPROVEMENT
GENERAL OBLIGATION BOND, SERIES 2008
OF LEXINGTON COUNTY

No. R-____ \$_____

<u>Interest Rate</u>	<u>Maturity Date</u>	<u>Original Issue Date</u>	<u>CUSIP</u>
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REGISTERED OWNER: CEDE & CO.

PRINCIPAL AMOUNT:

KNOW ALL MEN BY THESE PRESENTS, that Lexington County, South Carolina (the “**County**”), is justly indebted and, for value received, hereby promises to pay to the registered holder named above, or registered assigns, the principal amount shown above on the maturity date shown above, upon presentation and surrender of this bond at the principal office of The Office of the Lexington County Treasurer in Lexington, South Carolina (the “**Registrar/Paying Agent**”), and to pay interest on such principal sum from the date hereof at the interest rate per annum shown above until the County's obligation with respect to the payment of such principal sum shall be discharged. Interest on this bond is payable semiannually on _____ and _____ of each year commencing _____, until this bond matures, and shall be payable by check or draft mailed to the person in whose name this bond is registered on the registration books of the County maintained by the Registrar/Paying Agent, at the close of business on the 15th day of the calendar month next preceding each semiannual interest payment date. The principal and interest on this bond are payable in any coin or currency of the United States of America which is, at the time of payment, legal tender for public and private debts, provided, however, that interest on this fully registered bond shall be paid by check or draft as set forth above.

This bond is one of an issue of bonds (the “**Bonds**”) of like date of original issue, tenor and effect, except as to number, date of maturity, denomination and rate of interest, issued in an original aggregate principal amount of \$_____, issued pursuant to and in accordance with the Constitution and laws of the State of South Carolina, including Article X, Section 14 of the Constitution of the State of South Carolina, 1895, as amended; Chapter 15, Title 4 Code of Laws of South Carolina, 1976, as amended, Chapter 27, Title 11, Code of Laws of South Carolina, 1976, as amended; Title 11, Chapter 15, Code of Laws of South Carolina, 1976, as amended;

Title 11 Chapter 21, Code of Laws of South Carolina, 1976, as amended; and an Ordinance duly adopted by the Lexington County Council on _____ (the “Ordinance”).

This bond shall not be valid or obligatory for any purpose, until the Certificate of Authentication hereon shall have been duly executed by the Registrar/Paying Agent.

For the payment of the principal and interest on this bond as they respectively mature and for the creation of such sinking fund as may be necessary therefor, the full faith, credit, resources and taxing power of the County are hereby irrevocably pledged, and there shall be levied annually by the County Auditor and collected by the County Treasurer in the same manner as other county taxes are levied and collected, a tax, without limit, on all taxable property in the County sufficient to pay the principal and interest of this bond as they respectively mature and to create such sinking fund as may be necessary therefor.

The Bonds are being issued by means of a book-entry system with no physical distribution of Bond certificates to be made except as provided in the Ordinance. One bond certificate with respect to each date on which the Bonds are stated to mature, registered in the name of the Securities Depository Nominee, is being issued and required to be deposited with the Securities Depository and immobilized in its custody. The book-entry system will evidence positions held in the Bonds by the Securities Depository's Participants, beneficial ownership of the Bonds in the principal amount of \$5,000 or any multiple thereof being evidenced in the records of such Participants. Transfers of ownership shall be effected on the records of the Securities Depository on the records of the Securities Depository and its Participants pursuant to rules and procedures established by the Securities Depository and its Participants. The County, and the Paying Agent will recognize the Securities Depository Nominee, while the registered owner of this bond, as the owner of this bond for all purposes, including payments of principal of and redemption premium, if any, and interest on this bond, notices and voting. Transfer of principal and interest payments to Participants of the Securities Depository will be the responsibility of the Securities Depository, and transfer of principal, redemption premium, if any, and interest payments to beneficial owners of the Bonds by Participants of the Securities Depository will be the responsibility of such Participants and other nominees of such beneficial owners. The County will not be responsible or liable for such transfers of payments or for maintaining, supervision or reviewing the records maintained by the Securities Depository, the Securities Depository Nominee, its Participants or persons acting through such Participants. While the Securities Depository Nominee is the owner of this bond, notwithstanding, the provision hereinabove contained, payments of principal of, redemption premium, if any, and interest on this bond shall be made in accordance with existing arrangements between the Paying Agent or its successors under the Ordinance and the Securities Depository.

[INSERT REDEMPTION PROVISIONS, IF ANY]

This bond is transferable only upon the books of the County kept for that purpose at the principal office of the Registrar/Paying Agent by the registered owner hereof in person or by his duly authorized attorney upon surrender of this bond together with a written instrument of transfer satisfactory to the Registrar duly executed by the registered owner or his duly authorized attorney. Thereupon a new fully registered Bond or Bonds of the same series, aggregate principal amount, interest rate, and maturity shall be issued to the transferee in exchange herefor as provided in the Ordinance. The County and the Registrar/Paying Agent may deem and treat the person in whose name this bond is registered as the absolute owner hereof for the purpose of receiving payment of or on account of the principal hereof and interest due hereon and for all other purposes.

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

It is hereby certified and recited that all acts, conditions and things required by the Constitution and laws of the State of South Carolina to exist, to happen and to be performed precedent to or in the issuance of this bond exist, have happened and have been performed in regular and due time, form and manner as required by law; that the amount of this bond, together with all other general obligation and bonded indebtedness of the County, does not exceed the applicable limitation of indebtedness under the laws of the State of South Carolina; and that provision has been made for the levy and collection of a tax, without limit, on all taxable property in the County sufficient to pay the principal and interest of this bond as they respectively become due and to create such sinking fund as may be necessary therefor.

IN WITNESS WHEREOF, LEXINGTON COUNTY, SOUTH CAROLINA, has caused this bond to be signed with the manual signature of the Chairman of the County Council, attested by the manual signature of the County Administrator and the seal of the County impressed, imprinted or reproduced hereon.

LEXINGTON COUNTY, SOUTH CAROLINA

Chairman, County Council
Lexington County, South Carolina

(SEAL)

ATTEST:

Clerk to County Council
Lexington County, South Carolina

[FORM OF PAYING AGENT/REGISTRAR'S CERTIFICATE OF AUTHENTICATION]

Date of Authentication: _____

This bond is one of the Bonds described in the within mentioned the Ordinance of Lexington County, South Carolina dated _____.

OFFICE OF THE LEXINGTON COUNTY TREASURER
as Registrar/Paying Agent

By: _____
James R. Eckstrom, Treasurer

The following abbreviations, when used in the inscription on the face of this bond, shall be construed as though they were written out in full according to applicable laws or regulations.

TEN COM - as tenants in common

UNIF GIFT MIN ACT -

TEN ENT - as tenants by the
entireties

_____ Custodian _____
(Cust) (Minor)

JT TEN - as joint tenants with right
of survivorship and not as
tenants in common

under Uniform Gifts to Minors
Act _____
(state)

Additional abbreviations may also be used though not in above list.

[FORM OF ASSIGNMENT]

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

(Name and Address of Transferee)

_____ the within bond and does hereby irrevocably constitute and appoint _____ attorney to transfer the within bond on the books kept for registration thereof, with full power of substitution in the premises.

Dated: _____

Signature Guaranteed

(Authorized Officer)

(Signature must be guaranteed by participant in the Securities Transfer Medallions Program (STAMP))

Notice: The signature to the assignment a must correspond with the name of the Agent registered owner as it appears upon the face of the within bond in every particular, without alteration or enlargement or any change whatever.

A copy of the final approving legal opinions to be rendered shall be attached to each bond and preceding the same a certificate shall appear which shall be signed on behalf of the County with a facsimile signature of the Clerk to County Council. Said certificate shall be in substantially the following form:

IT IS HEREBY CERTIFIED that the following is the true and correct copy of the final legal opinion (except for date and letterhead) of Pope Zeigler, LLC. Columbia. South Carolina approving the issue of Bonds of which the within bond is one, the original of which opinion was manually executed, dated and issued as of the date of delivery of and payment for the Bonds, and copies of which are on file with Lexington County, South Carolina.

By: _____
Clerk to County Council
Lexington County, South Carolina

SECTION 12. Security for Bonds. The full faith, credit and taxing power of the County are hereby irrevocably pledged for the payment of the principal and interest on the Bonds as they respectively mature and to create such sinking fund as may be necessary therefor. There shall be levied annually by the Auditor of Lexington County and collected by the Treasurer of Lexington County in the same manner as other county taxes are levied and collected, a tax, without limit, on all taxable property in the County sufficient to pay the principal and interest of the Bonds as they respectively mature and to create such sinking fund as may be necessary therefor.

The Auditor and Treasurer of Lexington County, South Carolina, shall be notified as to the delivery of and payment for the Bonds and are hereby directed to levy and collect, respectively, a tax, without limit, on all taxable property in the County sufficient to pay the principal and interest of the Bonds as they respectively mature and to create such sinking fund as may be necessary therefor.

SECTION 13. Exemption from Taxation. Both the principal of and interest on the Bonds shall be exempt, in accordance with the provisions of Section 12-2-50 of the Code of Laws of South Carolina, 1976, as amended, from all State, county, municipal, school district and all other taxes or assessments, direct or indirect, general or special, whether imposed for the purpose of general revenue or otherwise, except inheritance, estate and transfer taxes, but the interest thereon may be includable in certain franchise fees or taxes.

SECTION 14. Sale of Bonds; Form of Notice of Sale. The Bonds shall be sold at public sale and a summary of the notice of sale shall be published not less than 7 days prior to the date fixed for sale, in a newspaper having general circulation in the State of South Carolina and, if deemed appropriate by the County Administrator, in a financial publication published in the City of New York, State of New York. The official Notice of Sale shall be distributed simultaneously with the distribution of the Preliminary Official Statement, if such Preliminary Official Statement is deemed necessary by the County Administrator, prepared in connection, with the Bonds, and shall be in substantially the following form:

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NOTICE OF SALE
\$_____ * REFUNDING AND IMPROVEMENT
GENERAL OBLIGATION BONDS, SERIES 2008
OF LEXINGTON COUNTY, SOUTH CAROLINA

Time and Place of Sale: NOTICE IS HEREBY GIVEN that proposals will be received by Lexington County, South Carolina (the “**County**”), by and through the County Council of Lexington County, South Carolina (the “**County Council**”), which will hold a public hearing in the Dorothy K. Black chambers, which are located on the 2nd floor of its offices at 212 South Lake Drive, Lexington, South Carolina 29072, until 12:00 noon, South Carolina time, on _____, at which time said proposals will be publicly opened for the purchase of \$_____ Refunding and Improvement General Obligation Bonds, Series 2008 of Lexington County, South Carolina (the “**Bonds**”). Proposals may be delivered by hand or by mail or by facsimile transmission, but no proposal shall be considered which is not actually received by the County at the place, date and time appointed, and the County shall not be responsible for any failure, misdirection or error in the means of transmission selected by any bidder. Proposals delivered by facsimile transmission should be directed to _____.

Bonds: The Bonds will be issued initially as fully registered bonds in DTC Book-Entry Only form; will be in denominations of \$5,000 each or any integral multiple thereof not exceeding the principal amount of Bonds maturing each year; will be dated as of _____; will be numbered from R-1 upward; and will mature serially in successive annual installments on _____ in each of the years and in the principal amounts as follows:

(_____) <u>Year</u>	Principal <u>Amount*</u>	(_____) <u>Year</u>	Principal <u>Amount*</u>
2009		2013	
2010		2014	
2011		2015	
2012			

* Preliminary, subject to adjustment as set forth in “Award of Bonds; Adjustment.”

The Bonds will bear interest from the date thereof payable on each _____ and _____ beginning on _____, until they mature.

Bank Interest Deduction Eligible: The Bonds have been designated as “qualified tax-exempt obligations” under Section 265(b)(3) of the Internal Revenue Code of 1986 as amended (the “**Code**”).

Redemption: The Bonds maturing on or prior to _____ shall not be subject to redemption prior to their stated maturities. The Bonds maturing on or after _____, shall be subject to redemption at the option of the County on or after _____, as a whole or in part at any time, and if in part in such order of maturities selected by the County, at a redemption price

with respect to each Bond, equal to the principal amount of the Bonds to be redeemed together with the interest accrued thereon to the date fixed for redemption.

If less than all the Bonds of any maturity are called for redemption, the Bonds of such maturity to be redeemed shall be selected in accordance with the procedures of DTC or a successor securities depository or, if the Bonds are no longer in book-entry only form, then by lot by the Registrar/Paying Agent. In the event the Bonds or any portion thereof, shall be called for redemption, notice of the redemption hereof, describing the Bonds and specifying the redemption date and the redemption price payable upon such redemption, shall be mailed by the Registrar/Paying Agent by first class mail, postage prepaid, to the registered owners thereof not less than 30 days and not more than 60 days prior to the redemption date at such registered owners' addresses as they appear upon the registration books of the County. If the Bonds or any portion thereof shall have been duly called for redemption and notice of the redemption thereof mailed as aforesaid, and if on or before the date fixed for such redemption, payment therefor shall be duly made or provided for, interest on the Bonds to be redeemed shall cease to accrue from and after the redemption date specified in such notice. The Bonds are subject to redemption prior to their stated maturities.

Registrar/Paying Agent; Book-Entry Only Form: The Bonds will be issued in DTC Book-Entry Only form. So long as the Bonds remain in Book-Entry Only form, the Treasurer of Lexington County, South Carolina, shall serve as Registrar/Paying Agent. All payments of principal and interest with respect to the Bonds shall be made through the facilities of DTC.

Bid Requirements: A bid for less than all the Bonds, or a bid at a price less than par or for more than \$_____ over par, will not be considered. Bidders shall specify the rate or rates of interest per annum which the Bonds are to bear, to be expressed in multiples of 1/20 or 1/8 of 1%. Bidders are not limited as to the number of rates of interest named, but the rate of interest on each separate maturity must be the same single rate for all Bonds of that maturity from their date to such maturity date. In addition to the bid price, the successful bidder must pay accrued interest from the date of the Bonds to the date of full payment of the purchase price.

Award of Bonds; Adjustment: The Bonds will be awarded to the bidder or bidders offering to purchase the Bonds at the lowest interest cost to the County, such interest cost to be determined in accordance with the true interest cost (TIC) method. True interest cost is defined as the rate, compounded semi-annually, necessary to discount the amounts payable on the respective principal and interest payment dates to the purchase price received for the Bonds, excluding accrued interest, on the dated date of the Bonds. In the case of a tie, the winning bid will be awarded by lot. The County reserves the right to adjust the principal amount of any maturity of the Bonds by as much as 5% of each maturity as required to effect the refunding and to properly size the Bonds. ***In order to effect such adjustments all bidders for the Bonds are required to provide reoffering information on the date of sale.*** If adjustments are necessary, the County will make a preliminary award of the bid and notify the bidder of the adjustments not later than 2:00 p.m. on the sale date, and the bidder shall provide the County with final reoffering information not later than 3:30 p.m. on the sale date. The County reserves the right to reject any and all bids or to waive irregularities in any bid. The County will award the sale of the Bonds and notify the successful bidder(s) not later than 4:00 p.m. on the sale date.

Bid Form: Each proposal should be marked “Proposal for \$_____ Refunding and Improvement General Obligation Bonds, Series 2008 of Lexington County, South Carolina” and should be directed to the County Administrator at the address in the first paragraph hereof. It is requested but not required that you submit your bid on the Proposal for Purchase of Bonds supplied with the Official Statement.

Good Faith Check or Surety Bond: Each proposal shall be accompanied by a certified check or cashier's check drawn upon an incorporated bank or trust company in the amount of \$_____ payable unconditionally to the Treasurer of Lexington County. The check of the successful bidder shall be applied as partial payment for the Bonds or to secure the County for any loss due to the failure of such bidder to comply with the terms of his bid. Checks of unsuccessful bidders will be returned promptly. No interest will be allowed on the good faith check. In lieu of providing a good faith check, any bidder may use a Financial Surety Bond payable to the order of the Lexington County Treasurer in the amount of \$_____. If a Financial Surety Bond is used, it must be from an insurance company licensed to issue such a bond in the State of South Carolina and such surety bond must be submitted to the County prior to the opening of the bids. The Financial Surety Bond must identify the bidder whose requirement to supply a good faith check is guaranteed by such Financial Surety Bond and the bond issue for which the Financial Surety Bond is to be used. If the issue is awarded to a bidder utilizing a Financial Surety Bond, then that bidder is required to submit its good faith check to the County in the form of a cashier's check or wire transfer such amount as instructed by the County or its Financial Advisor not later than 3:30 p.m. Eastern Standard Time on the next business day following the award. If such good faith check amount is not received by that time, the Financial Surety Bond will be drawn upon by the County to satisfy the good faith check requirement.

Purpose: The Bonds are issued for the purpose of providing for the refunding of the County's General Obligation Bonds, Series 1998, defraying the costs of certain library improvements in the County and paying the costs of issuance of the Bonds.

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

Official Statement: The preliminary Official Statement dated _____ has been deemed final by the County for purposes of paragraph (b)(1) of Rule 15c2-12 of the Securities and Exchange Commission (the “**Rule**”) but is subject to revision, amendment and completion in a final Official Statement as provided in the Rule. The County will furnish the successful bidder with a sufficient number of copies of the final Official Statement in order to allow the bidder to comply with the Rule, without charge, within seven working days of the acceptance of a bid for the Bonds.

Continuing Disclosure: In order to assist bidders in complying with SEC Rule 15c2-12, the County will undertake, pursuant to the ordinance authorizing the issuance of the Bonds and a Continuing Disclosure Certificate, to provide annual reports and notices of certain events. A description of this undertaking is set forth in the preliminary Official Statement and will also be set forth in the final Official Statement.

Closing: The County Council shall furnish upon delivery of the Bonds the final approving opinion of Pope Zeigler, LLC, Bond Counsel, Columbia, South Carolina, which opinion shall be attached to each Bond, together with the usual closing documents, including a certificate that no litigation is pending affecting the Bonds and the Continuing Disclosure Certificate.

Certificate as to Issue Price: The successful bidder for the Bonds must provide a certificate to the County not later than the business day immediately following the sale date, stating the initial reoffering price of the Bonds to the public (excluding bond houses and brokers) and the price at which a substantial amount of the Bonds were sold to the public, in form satisfactory to Bond Counsel.

Delivery: The Bonds will be delivered to The Depository Trust Company, New York, New York, within 30 days of the date of sale, at the expense of the County. The balance of the purchase price then due (including the amount of accrued interest) must be paid in Federal funds or other immediately available funds. The County expects to effect delivery on or about _____.

CUSIP Numbers: It is anticipated that CUSIP identification numbers will be printed on the Bonds, but neither the failure to print such numbers on any Bond nor any error with respect thereto shall constitute cause for failure or refusal by the purchaser thereof to accept delivery of and pay for the Bonds in accordance with the terms of its proposal. All expenses in relation to obtaining the CUSIP identification numbers and printing them on the Bonds shall be paid for by the County.

Additional Information: Persons seeking information should communicate with Larry M. Porth; Lexington County Finance Director; 212 South Lake Drive; Lexington, South Carolina 29072 (telephone (803) 359-8105); or Margaret C. Pope, Esq.; Pope Zeigler; 1411 Gervais Street, Columbia, South Carolina 29201 (telephone (803) 354-4900).

[End of Form]

In lieu of publishing the foregoing notice in its entirety, the Finance Director and the County Administrator may elect to publish an abbreviated form of notice and provide the full text of the foregoing notice only to those persons who request the same or who are identified as prospective bidders for the Bonds.

SECTION 15. Deposit and Use of Proceeds; Authorization to Redeem Series 1998 Bonds. The proceeds derived from the sale of the Bonds are to be used to provide for certain costs of issuance related thereto, and shall otherwise be applied by the County solely to the purposes for which the Bonds are being issued, except that the premium, if any, shall be placed in a sinking fund and the accrued interest, if any, shall be used to discharge in part the first interest to become due on the Bonds.

The County Administrator is authorized to provide for the notice of redemption, in such manner, form and time as required by the proceedings authorizing the issuance of the Series 1998 Bonds. The County Administrator is further authorized to effect the redemption of the Series 1998 Bonds and together with the Finance Director to invest the proceeds of the Bonds pending the use thereof for the purposes provided herein.

SECTION 16. Preliminary and Final Official Statement. In the event a Preliminary and Final Official Statement is required, the County Council hereby authorizes and directs the County Administrator to prepare, or cause to be prepared, a Preliminary Official Statement to be distributed to prospective purchasers of the Bonds together with the Notice of Sale. The County Council authorizes the County Administrator to designate the Preliminary Official Statement as “near final” for purposes of Rule 15c2-12 of the Securities Exchange Commission. The County Administrator is further authorized to see to the completion of the final form of the Official Statement upon the sale of the Bonds so that it may be provided to the purchaser of the Bonds.

SECTION 17. Defeasance.

(a) If all of the Bonds issued pursuant to this Ordinance shall have been paid and discharged, then the obligations of the Ordinance hereunder, and all other rights granted thereby shall cease and determine. Bonds shall be deemed to have been paid and discharged within the meaning of this section under any of the following circumstances:

(i) If a bank or other financial institution (the “*Escrow Agent*”) shall hold, at the stated maturities of the Bonds, in trust and irrevocably appropriated thereto, moneys for the full payment thereof; or

(ii) If default in the payment of the principal of the Bonds or the interest thereon shall have occurred, and thereafter tender of payment shall have been made, and the Escrow Agent shall hold, in trust and irrevocably appropriated thereto, sufficient moneys for the payment thereof to the date of the tender of payment; or

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

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

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

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

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

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

(f) In the event any Bonds are not to be redeemed within the 60 days next succeeding the date the deposit required by Section 17(a)(iii) or (iv) is made, the County shall give the Escrow Agent irrevocable instructions to mail, as soon as practicable by registered or certified

mail, a notice to the owners of the Bonds at the addresses shown on the registry books that (i) the deposit required by subparagraph (a)(iii) or (a)(iv) of this Section 17 has been made with the Escrow Agent, (ii) the Bonds are deemed to have been paid in accordance with this Section and stating the maturity or redemption dates upon which moneys are to be available for the payment of the principal of, and premium, if any, and interest on, the Bonds, and (iii) stating whether the County has irrevocably waived any rights to redeem the Bonds, or any of them, prior to the maturity or redemption dates set forth in the preceding clause (ii).

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

SECTION 18. Tax and Securities Laws Covenants

(a) The County covenants that no use of the proceeds of the sale of the Bonds shall be made which, if such use had been reasonably expected on the date of issue of such Bonds would have caused the Bonds to be “arbitrage bonds.” as defined in the Internal Revenue Code of 1986 as amended (the “Code”), and to that end the County shall comply with the applicable regulations of the Treasury Department previously promulgated under Section 103 of the Internal Revenue Code of 1954, as amended, and any regulations promulgated under the Code so long as the Bonds are outstanding.

(b) The County further covenants to take all action necessary, including the payment of any rebate amount, to comply with Section 148(f) of the Code and any regulations promulgated thereunder.

(c) The County covenants to file IRS form 8038 at the time and in the place required therefor under the Code.

(d) The County hereby covenants and agrees that it will comply with and carry out all of the provisions of a continuing disclosure certificate, executed by the Chairman of the Council and dated the date of delivery of the Bonds, which will meet the requirements of (i) Rule 15c2-12 promulgated by the Securities and Exchange Commission and (ii) Section 11-1-85, Code of Laws of South Carolina, 1976, as amended, which requires, among other things, that the County file with a nationally recognized municipal securities information repository, a copy of its annual independent audit within 30 days of its receipt and acceptance and event-specific information, within 30 days of an event adversely affecting more than 5% of its revenues or 5% of its tax base.

SECTION 19. Notice Pursuant to Section 11-27-40, paragraph 8 of the Code of Laws of South Carolina, 1976. In order that the Council may proceed as soon as possible to issue and deliver the Bonds authorized hereby, the County Administrator, together with the Finance Director, may determine that the County avail itself of the provisions of paragraph 8 of Section

11-27-40 of the Code. If such determination is made, the notice prescribed thereby shall be substantially as set forth in the form provided below:

[FORM OF NOTICE]

NOTICE OF ADOPTION OF AN ORDINANCE ENTITLED: “AN ORDINANCE AUTHORIZING THE ISSUANCE, SALE AND DELIVERY OF REFUNDING AND IMPROVEMENT GENERAL OBLIGATION BONDS OF LEXINGTON COUNTY, SOUTH CAROLINA; FIXING THE FORM AND DETAILS OF THE BONDS; AUTHORIZING THE COUNTY ADMINISTRATOR AND FINANCE DIRECTOR TO DETERMINE CERTAIN MATTERS RELATING TO THE BONDS; PROVIDING FOR THE PAYMENT OF THE BONDS AND THE DISPOSITION OF THE PROCEEDS THEREOF, AND OTHER MATTERS RELATING THERETO.”

Notice is hereby given that on _____, the Lexington County Council adopted an ordinance entitled: “AN ORDINANCE AUTHORIZING THE ISSUANCE, SALE AND DELIVERY OF REFUNDING AND IMPROVEMENT GENERAL OBLIGATION BONDS OF LEXINGTON COUNTY, SOUTH CAROLINA; FIXING THE FORM AND DETAILS OF THE BONDS; AUTHORIZING THE COUNTY ADMINISTRATOR AND FINANCE DIRECTOR TO DETERMINE CERTAIN MATTERS RELATING TO THE BONDS; PROVIDING FOR THE PAYMENT OF THE BONDS AND THE DISPOSITION OF THE PROCEEDS THEREOF, AND OTHER MATTERS RELATING THERETO.”

Notice is further given that the provisions of Section 4-9-1220, Code of Laws of South Carolina, 1976, permitting the filing of a petition seeking a referendum to effect the repeal of the foregoing Ordinance will not be applicable, unless as provided by paragraph 8 of Section 11-27-40 of the Code of Laws of South Carolina 1976, notice of intention to seek such a referendum signed by not less than five qualified electors be filed with the Clerk of Court for Lexington County, and with the Clerk of the Lexington County Council, within twenty days from the date of publication of this Notice.

By order of the Lexington County Council, this ____th day of _____, 2008.

Chairman, Lexington County Council
Lexington County, South Carolina

SECTION 20. Retention of Financial Advisor and Other Suppliers. The County Council hereby authorizes the County Administrator and Finance Director, if, upon the advice of bond counsel, they deems it necessary to retain a Finance Advisor to advise bond counsel and the County in connection with the issuance of the Bonds.

The County Council hereby further authorizes the County Administrator to enter into such contractual arrangements with printers and the suppliers of other goods and services necessary to the sale, execution and delivery of the Bonds as is necessary and desirable. To the extent feasible, such arrangements shall be made with persons of sound reputation after obtaining two or more bids for such services; however. the County Administrator is authorized to make such arrangements without obtaining bids or quotes where (i) the services to be provided are unique or (ii) it is impractical to obtain bids in order to comply with any time requirements with respect to the issuance and sale of the Bonds or (iii) the County has had previous experience with a supplier who has performed reliably and satisfactorily.

SECTION 21. Authorization to Execute Documents. The County Council hereby authorizes the Chairman, Clerk of County Council, the Finance Director and the County Administrator to execute such documents and instruments as may be necessary to effect the issuance of the Bonds.

SECTION 22. General Repealer. All rules, regulations, resolutions and parts thereof, procedural or otherwise in conflict herewith or the proceedings authorizing the issuance of the Bonds are to the extent of such conflict, hereby repealed and this Ordinance shall take effect and be in full force from and after its adoption.

LEXINGTON COUNTY, SOUTH CAROUNA

Chairman, Lexington County Council
Lexington County, South Carolina

(SEAL):

ATTEST:

Clerk to Lexington County Council
Lexington County, South Carolina

COMMITTEE REPORT

RE: 2009 Pictometry Flight

DATE: March 27, 2008

COMMITTEE: Planning & Administration

MAJORITY REPORT: Yes

The Planning and Administration Committee convened on Tuesday, March 25, 2008 to review the proposed 2009 Pictometry Flight program.

Mr. Charlie Compton, Director of Planning and GIS, presented information on the 2009 Pictometry Flight program. He reported that Lexington County has an opportunity to save money on the next flight if the County signs an agreement before the end of March. Currently, Pictometry is being utilized successfully by many of the County departments to assist with various day-to-day operations from addressing to court trials and has experienced numerous incidents where Pictometry has made a difference. Mr. Compton presented a summary of the first ten months outlining the departments using Pictometry and the many ways it is benefiting those departments.

Mr. Compton highlighted three important points:

1. Lexington County has been chosen as one of the "beta test" sites for Pictometry's new web-based product called, Pictometry Simplicity Online (PSOL), utilizing the internet and eliminating the need to install software on every PC and reducing the need to store large files of images on PC's. The test period will be free to use for three or four months, after that it will be based on the number of users.

Pricing may be paid monthly or all at once:

50 users - \$680 per month

Add \$8 per month for each additional user

100 users = \$1,080 per month X 12 months = \$12,960

2. The company is willing to give discounts to those customers who are willing to share with them what they are considering for the coming years. The County has the opportunity to save approximately \$150,000 on the next flight if the County signs an agreement before the end of March outlining our intentions. Mr. Compton said the offer has now been extended to six years and the agreement will not obligate the County financially in any way, because it will be contingent upon the final budget adoption. Planning and GIS is also pursuing a 25% grant from the United States Geological Service which could mean as much as \$85,000 depending on the coverage option selected.

3. Two maps, Expansion Option #1 and Expansion Option #2, were presented showing a graphic display of neighborhood coverage. Expansion Option #1 map, with costs shown in chart below, expands the neighbor coverage countywide. Based on the enormous success of the program by the County, staff recommends flying the entire County at that neighborhood level for the 2009 Flight.

Number of Community Sectors	Number of Neighborhood Sectors	Cost of the Flight	15% Additional Costs for Mosaics, USGS requirements, etc.	Total Cost	Per Year Cost
840	331	168,771	25,316	\$194,087	\$97,044
405	435	177,765	26,665	\$204,430	\$102,215
0	840	294,000	44,100	\$338,100	\$169,050

Lexington County has approximately 840 total sectors. The top line is the coverage with the current imagery.

Mr. Compton clarified that since it is not an obligation to Council, the County Administrator is allowed to sign the agreement.

The Planning and Administration Committee voted to recommend that full Council approve staff's recommendation to move forward with the proposed 2009 Pictometry Flight program with the County Administrator signing the agreement.

COMMITTEE REPORT

RE: FY 2008-09 Projects – HOME Investments Partnerships (HOME) Program

DATE: March 28, 2008

COMMITTEE: Planning & Administration Committee

MAJORITY REPORT: Yes

The Planning & Administration Committee convened on Tuesday, March 25, 2008 to review the FY 2008-09 Projects – HOME Investments Partnerships (HOME) Program.

Mr. Ronald Scott, Community Development Director, presented the projects identified to be funded through the County's FY 2008-09 HOME Program allocation. As part of the requirements for the HOME Investment Partnerships Program (HOME), the county must identify HOME projects and present them to HUD in its annual Action Plan, along with projects to be funded through the Community Development Block Grant Program (CDBG). The County must also advertise the Action Plan for a 30-day public comment period and conduct a public hearing.

Mr. Scott presented the following which have been identified as the proposed HOME projects:

- Community Housing Development Organizations (CHDO) - \$200,000
- Homeownership Assistance Program - \$150,090
- Housing Rehabilitation Program - \$200,000
- New Construction - \$100,000
- Housing Counseling and Education - \$30,000

Staff requested County Council's approval of the proposed projects in order to proceed with finalizing the annual Action Plan, which is due to HUD by May 15, 2008.

The Planning & Administration Committee voted to recommend that full Council approve staff's recommendation for the proposed Action Plan for the FY 2008-09 Projects – HOME Investments Partnerships (HOME) Program.

COMMITTEE REPORT

RE: Wellness Program

DATE: March 28, 2008

COMMITTEE: Planning & Administration

MAJORITY REPORT: Yes

The Planning & Administration Committee convened on Tuesday, March 25, 2008 to review the proposed Wellness Program submitted by the Human Resources Department.

Ms. Lori Adler, Human Resources Director, presented an update on how the County has participated in the healthcare movement and developed a wellness program. She reported that in the last 18 months, the HR department has launched a number of wellness initiatives beginning with the 12-Days of Health and Fitness, Great Weight Challenge, Walking Challenge, weekly weigh-ins, formed a Wellness Committee, health risk appraisals with annual Health Screenings, and the Heart Walk. She indicated that the HR Department is placing a greater emphasis on educating employees to make positive changes to improve their health in order to reduce healthcare costs.

The staff recommended a proposed pilot fitness program that would be an activity based program as well as an education training program. Mr. Ed Salyer, Risk Manager, reported on health care statistics on why the County should fund a fitness program based on health assessments done on County employees. The statistics also included healthcare and workers' compensation claims. It was indicated that the employee participating in the program will see an estimated savings of approximately \$200-\$400 a year in healthcare costs. Ms. Adler requested that the proposed pilot program "Boot Camp" be funded for the remainder of this fiscal year at a cost of \$4,000. She stated the requested \$4,000 would be used to cover the cost for an instructor and the funds would come from FY2007-08 Workers Compensation Fund (6710-999900-529903).

The Planning and Administration Committee voted to recommend that full Council approve the \$4,000 and staff's recommendation for the proposed Boot Camp fitness program.

COMMITTEE REPORT

RE: Taylor Road Railroad Crossing

DATE: March 28, 2008

COMMITTEE: Public Works

MAJORITY REPORT: Yes

The Public Works Committee met on Tuesday, March 25, 2008, to discuss the proposed Taylor Road railroad crossing.

Ms. Katherine Hubbard, County Administration, reported that the City of Cayce has received CSX Transportation's construction agreement for the proposed Taylor Road railroad crossing. The total estimated cost for the project is \$364,371. The County contribution for this project has been estimated at one-third of the estimated cost (\$121,457). The City of Cayce and the developer would each be responsible for one-third of the cost. It was also noted that this is a contractual matter between CSX and the City of Cayce.

Mr. John Fachtel, Public Works Director, has confirmed that there are sufficient funds in the "C" fund for the one-third contribution and asked for sufficient time to review the cost estimate.

The Public Works Committee voted unanimously to recommend that full Council approve funding one-third of the estimated cost (\$121,457) associated with the Taylor Road railroad crossing project.

COMMITTEE REPORT

RE: Legal Closing of Mallett Circle

DATE: March 28, 2008

COMMITTEE: Public Works

MAJORITY REPORT: Yes

The Public Works Committee met on Tuesday, March 25, 2008, to discuss the legal closure of Mallet Circle.

Mr. John Fechtel, Public Works Director, reported that the Public Works Department received a letter from Mr. Michael Shealy requesting the legal closure of Mallet Circle (approximately 2,181 feet) and to extend Elk Road (approximately 380 feet) to Two Notch Road. Mallet Circle has two dangerous "Y" intersections on Two Notch Road and by extending Elk Road it would result in a safer "T" intersection with Two Notch Road.

Mr. Shealy has agreed to pay all the legal costs associated with the closing and provide the County with a 50 foot right-of-way for the extension of Elk Road. Staff also noted that Mr. Shealy would bring the road closure action. Public Works would provide the necessary resources for the road relocation and include approximately \$1,000 in concrete pipe. Staff recommends approval of Mr. Shealy's request due to the safety issues and a net reduction of about 1,701 linear feet of the County maintained dirt road.

The Public Works Committee voted unanimously to recommend that full Council approve staff's recommendation of the legal closure of Mallet Circle and that Mr. Shealy be responsible for all legal costs associated with the road closure.

COUNTY OF LEXINGTON, SOUTH CAROLINA

ORDINANCE NO. 08-04

**AN ORDINANCE APPROVING THE TRANSFER OF 3.42 ACRES FROM THE
COUNTY OF LEXINGTON TO DO IT BEST CORP.**

WHEREAS, the County of Lexington has a need for certain property owned by Do It Best Corp in order to construct a rail spur as is more fully set out in the contract attached hereto as Exhibit “A”; and

WHEREAS, Do It Best Corp has agreed to swap land with the County; and

WHEREAS, the 3.42 acres to be conveyed to Do It Best Corp is set forth and designated as Tract A in the plat attached hereto and made a part hereof as Exhibit “B” and

WHEREAS, Do It Best Corp has already transferred Tract B as shown in Exhibit “B” to the County;

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

1. The transfer of Tract A consisting of 3.42 acres from the County of Lexington to Do It Best Corp is hereby approved under the terms as described in the Contract attached hereto as Exhibit “A”.
2. The Chairman of the Lexington County Council is hereby authorized and directed to execute and deliver the 3.42 acres as set forth as Tract A in the plat attached hereto as Exhibit “B”. Further, the Chairman or County Administrator shall further execute any and all applicable documents for the closing of the conveyance of such property.

Enacted this _____ day of _____, 2008.

William C. Derrick
Chairman, Lexington County Council

ATTEST:

Diana Burnette, Clerk

First Reading: _____

Second Reading: _____

Public Hearing: _____

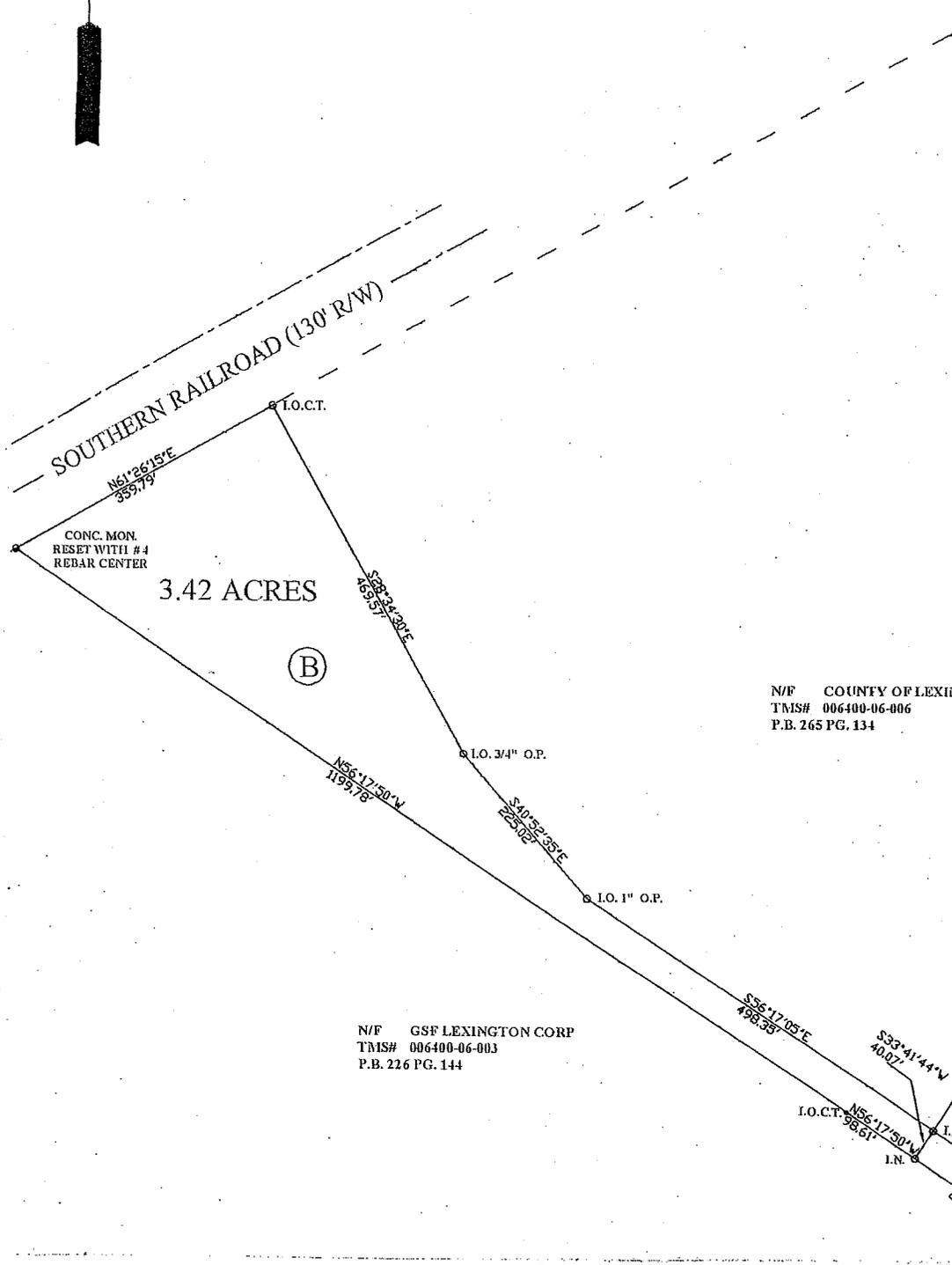
Third & Final Reading: _____

Filed W/Clerk of Court: _____



LOCATION MAP
SCALE 1/4" = 1 MILE

N/F USF PROPCO I, LLC
TMS# 006400-06-010
P.B. 225 PG. 176



SOUTHERN RAILROAD (130' R/W)

CONC. MON.
RESET WITH #4
REBAR CENTER

3.42 ACRES

(B)

N/F COUNTY OF LEXINGTON
TMS# 006400-06-006
P.B. 265 PG. 134

N/F GSF LEXINGTON CORP
TMS# 006400-06-003
P.B. 226 PG. 144

3.42 ACRES

(A)

I.O. 1" O.P.
P.O.B.

N/F HARDWARE WHOLESALE INC
TMS# 006400-06-007
P.B. 204-G PG. 3

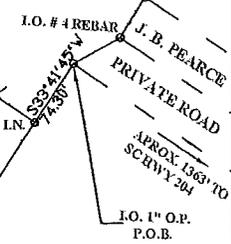


Exhibit B

STATE OF SOUTH CAROLINA

)
)
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ORDINANCE 08-05

COUNTY OF LEXINGTON

ORDINANCE AUTHORIZING THE EXECUTION AND DELIVERY OF A FEE AGREEMENT DATED AS OF _____, 2008 BY AND BETWEEN LEXINGTON COUNTY, SOUTH CAROLINA AND SHAW INDUSTRIES GROUP, INC. PROVIDING FOR A PAYMENT OF A FEE IN LIEU OF TAXES.

WHEREAS, Lexington County, South Carolina (the "County") acting by and through its County Council (the "County Council") is authorized and empowered pursuant to the provisions of Title 12, Chapter 44 of the Code of Laws of South Carolina, 1976, as amended (the "Act"), to enter into fee agreements with any industry, with said agreements identifying certain properties of such industries as economic development property, through which powers the industrial development of the State of South Carolina (the "State") and the County will be promoted and trade developed by inducing manufacturing and commercial enterprises to locate, remain, and expand in the State and the County and thus utilize and employ the manpower, products, and natural resources and benefit the general public welfare of the State and County by providing services, employment, or other public benefits not otherwise adequately provided locally; and

WHEREAS, Shaw Industries Group, Inc., a corporation organized and existing under the laws of the State of Georgia and authorized to do business in the State of South Carolina (referred to hereinafter as the "Company") intends to invest in an expansion of its existing manufacturing facility in the County through the acquisition of land, a building, and/or improvements thereon (the "Land and Building"), the construction of improvements thereon and/or therein, and/or the acquisition of personal property, including, but not limited to, machinery, equipment, and furniture to be installed on and/or in the Land and Building, which would constitute a project within the meaning of the Act and which are eligible for inclusion as economic development property, the cost of which is estimated to be \$60,300,000 over five years (the "Project"), all as more fully set forth in the Fee Agreement attached hereto; and

WHEREAS, pursuant to an Incentive and Inducement Agreement dated as of November 13, 2007, the County authorized the execution of an agreement providing for fee in lieu of tax payments; and

WHEREAS, the Company has caused to be prepared and presented to this meeting the form of the Fee Agreement by and between the County and the Company (the "Fee Agreement"), which provides for fee in lieu of tax payments utilizing a 6% assessment ratio for a period of 20 years for the Project or each component thereof placed in service during the initial investment period and any investment period extension to which the County and the Company agree; and

WHEREAS, it appears that the Fee Agreement, which is now before this meeting, is in appropriate form and is an appropriate instrument to be executed and delivered by the County for the purposes intended.

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

Section 1. In order to promote industry, develop trade, and utilize and employ the manpower, products, and natural resources of the State of South Carolina by assisting the Company to expand or locate an industrial facility in the State of South Carolina, the Fee Agreement is hereby authorized, ratified, and approved.

Section 2. It is hereby found, determined, and declared by the County Council, as follows:

- (a) The Project will constitute a "project" as said term is referred to and defined in the Act, and the County's actions herein will subserve the purposes and in all respects conform to the provisions and requirements of the Act.
- (b) The Project and the payments in lieu of taxes set forth herein are beneficial to the County, and the County has evaluated the Project based upon all criteria prescribed by law, including the anticipated dollar amount and nature of the investment to be made and the anticipated costs and benefits to the County.
- (c) The Project is anticipated to benefit the general public welfare of the County by providing services, employment, recreation, or other public benefits not otherwise adequately provided locally.
- (d) The Project gives rise to no pecuniary liability of the County or any incorporated municipality or a charge against the general credit or taxing power of either.
- (e) The purposes to be accomplished by the Project, i.e., economic development, creation of jobs, and addition to the tax base of the County, are proper governmental and public purposes.
- (f) The inducement of the location or expansion of the Project within the County and State is of paramount importance.
- (g) The benefits of the Project to the public will be greater than the costs to the public.

Section 3. The form, terms, and provisions of the Fee Agreement presented to this meeting are hereby approved, and all of the terms, provisions, and conditions thereof are incorporated herein by reference as if the Fee Agreement were set out in this Ordinance in its entirety. The Chairman of the County Council is authorized, empowered, and directed to execute, acknowledge, and deliver the Fee Agreement in the name of and on behalf of the County, and thereupon to cause the Fee Agreement to be delivered to the Company. The Fee Agreement is to be in substantially the form now before this meeting and hereby approved, with such changes therein as shall not be materially adverse to the County and as shall be approved by the officials of the County executing the same, upon the advice of Counsel to the County, such

officer's execution thereof to constitute conclusive evidence of such officer's approval of any and all changes or revisions therein from the form of the Fee Agreement now before this meeting.

Section 4. The Chairman of the County Council, for and on behalf of the County, is hereby authorized and directed to do any and all things necessary to effect the execution and delivery of the Fee Agreement and the performance of all obligations of the County under and pursuant to the Fee Agreement.

Section 5. 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 6. 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.

(SIGNATURE PAGE TO FOLLOW)

FEE AGREEMENT

Between

LEXINGTON COUNTY, SOUTH CAROLINA

and

SHAW INDUSTRIES GROUP, INC.

Dated as of _____, 2008

RECAPITULATION OF CONTENTS OF
FEE AGREEMENT PURSUANT TO S.C. CODE §12-44-55(A)

The parties have agreed to waive this requirement pursuant to S.C. Code Ann. § 12-44-55(B)

FEE AGREEMENT

THIS FEE AGREEMENT (the "Fee Agreement") is made and entered into as of _____, 2008 by and between LEXINGTON COUNTY, SOUTH CAROLINA (the "County"), a body politic and corporate and a political subdivision of the State of South Carolina (the "State"), acting by and through the Lexington County Council (the "County Council") as the governing body of the County, and SHAW INDUSTRIES GROUP, INC., a corporation organized and existing under the laws of the State of Georgia (the "Company").

RECITALS

1. Title 12, Chapter 44, Code of Laws of South Carolina, 1976, as amended (the "Act") authorizes the County (i) to induce industries to locate in the State; (ii) to encourage industries now located in the State to expand their investments and thus make use of and employ manpower, products, and other resources of the State; and (iii) to enter into a fee agreement with entities meeting the requirements of such Act, which identifies certain property of such entities as economic development property.

2. Pursuant to Section 12-44-40(H)(1) of the Act, the County finds that: (a) the Project (as defined herein) is anticipated to benefit the general public welfare of the County by providing services, employment, recreation, or other public benefits not otherwise adequately provided locally; (b) the Project gives rise to no pecuniary liability of the County or any incorporated municipality and to no 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 are greater than the costs.

3. The County Council has evaluated the Project based on all relevant criteria that include, but are not limited to, the purposes the Project is to accomplish, the anticipated dollar amount and nature of the investment, and the anticipated costs and benefits to the County.

4. An Ordinance that the County Council adopted on _____, 2008 (the "Fee Ordinance") authorizes the County and the Company to enter into a Fee Agreement that classifies the Project as Economic Development Property under the Act and provides for the payment of fees in lieu of taxes, all as further described herein.

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

ARTICLE I

DEFINITIONS

Section 1.1 The terms that this Article defines shall for all purposes of this Fee Agreement have the meanings herein specified, unless the context clearly requires otherwise:

"Act" shall mean Title 12, Chapter 44, Code of Laws of South Carolina, 1976, as amended, and all future acts successor or supplemental thereto or amendatory thereof.

“Act Minimum Investment Requirement” shall mean an investment of at least \$2,500,000 by the Company of property eligible as economic development property under the Act, however, that in the event of a reduction of the minimum investment level in Section 12-44-30(14) or any successor section by legislative action, then the Act Minimum Investment Requirement shall equal such reduced amount.

“Commencement Date” shall mean the last day of the property tax year during which the Project or the first Phase thereof is placed in service, which 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 enter into this Fee Agreement.

“Company” shall mean Shaw Industries Group, Inc. and any surviving, resulting, or transferee entity in any merger, consolidation, or transfer of assets; or any other person or entity which may succeed to the rights and duties of the Company.

“County” shall mean Lexington County, South Carolina, a body politic and corporate and a political subdivision of the State of South Carolina, its successors and assigns, acting by and through the County Council as the governing body of the County.

“County Council” shall mean the Lexington County Council, the governing body of the County.

“Department” shall mean the South Carolina Department of Revenue.

“Diminution in Value” in respect of the Project or any Phase of the Project shall mean any reduction in the value using the original fair market value (without regard to depreciation) as determined in Step 1 of Section 4.1(a) of this Fee Agreement, of the items which constitute a part of the Project or such Phase and which are subject to FILOT payments which may be caused by (i) the Company’s removal and/or disposal of equipment pursuant to Section 4.6 of this Fee Agreement; (ii) a casualty to the Project, such Phase of the Project, or any part thereof, described in Section 4.7 of this Fee Agreement; or (iii) a condemnation of the Project, such Phase of the Project, or any part thereof, described in Section 4.8 of this Fee Agreement.

“Economic Development Property” shall mean those items of real and tangible personal property of the Project which are eligible for inclusion as economic development property under the Act, selected and identified by the Company in its annual filing of a SCDOR PT-300S or comparable form with the Department (as such filing may be amended from time to time) for each year within the Investment Period; provided, however, that any buildings that were previously subject to *ad valorem* tax shall be Economic Development Property only to the extent that they undergo renovations. Given that the Company’s anticipated investment exceeds \$45,000,000, property that has been previously placed in service and subject to *ad valorem* taxes may be included as Economic Development Property subject to this Agreement. The Company and the County agree that those buildings or portions thereof that were previously subject to *ad valorem* taxes and that undergo renovations will be Economic Development Property subject to this Agreement. The buildings currently contemplated for renovation are marked on Exhibit B attached hereto. The plans reflect the Company’s current intentions, but the Company reserves the right to alter these plans. Once all renovations are complete, the Company will provide the County with a revised Exhibit B reflecting all buildings that the Company has renovated. The valuation of such property shall be as set forth in Section 4.1 below.

“Equipment” shall mean all of the machinery, equipment, furniture, office equipment, and fixtures, together with any and all additions, accessions, replacements, and substitutions thereto or therefor used or to be used in the County by the Company for the purposes described in Section 2.2(b) hereof, provided, however, that repairs, alterations, or modifications to personal property which is not economic development property or property subject to a fee in lieu of taxes prior to this Fee Agreement, are not eligible to become Economic Development Property, except for modifications which constitute an expansion of existing real property improvements.

“Event of Default” shall mean any event of default specified in Section 5.1 of this Fee Agreement.

“Exemption Period” shall mean the period beginning on the first day of the property tax year after the property tax year in which an applicable piece of Economic Development Property is placed in service and ending on the Termination Date. In case there are Phases of the Project, the Exemption Period applies to each year’s investment made during the Investment Period.

“Fee,” “Fee in Lieu of Taxes,” “FILOT,” or “Payments in Lieu of Taxes” shall mean the amount paid or to be paid in lieu of *ad valorem* property taxes as provided herein.

“Fee Agreement” shall mean this Fee Agreement.

“Fee Term” shall mean the period from the date of this Fee Agreement until the Termination Date.

“Improvements” shall mean all improvements to the Real Property, including buildings, building additions, roads, sewer lines, and infrastructure, together with any and all additions, fixtures, accessions, replacements, and substitutions thereto or therefor used or to be used in the County for the purposes described in Section 2.2(b) hereof; provided, however, that repairs, alterations, or modifications to real property which is not economic development property or property subject to a fee in lieu of taxes prior to this Fee Agreement, are not eligible to become Economic Development Property, except for modifications which constitute an expansion of existing real property improvements.

“Industrial Development Park” shall mean the industrial or business park developed by two or more counties as defined in Section 4-1-170 of the Code of Laws of South Carolina, 1976, as amended.

“Investment Period” shall mean the period beginning with the first day of any purchase or acquisition of Economic Development Property and ending five years after the Commencement Date, provided that the Company and the County may agree to a later date pursuant to Section 12-44-30(13) of the Act.

“MCIP Act” shall mean Title 4, Chapter 1, Sections 170 et seq. of the Code of Laws of South Carolina, 1976, as amended.

“Minimum Investment Requirement” shall mean an investment of at least \$45,000,000 in property subject to *ad valorem* taxation (in the absence of this Agreement) by the Company and any Sponsors.

“Phase” or “Phases” in respect of the Project shall mean that the Equipment, Improvements, and/or Real Property of the Project are placed in service during more than one year in the Investment Period, and the word “Phase” shall therefore refer to the applicable portion of the Project placed in service in a given year in the Investment Period.

“Project” shall mean all the Equipment, Improvements, and/or Real Property located on the Real Property in the County and that the Company determines to be necessary, suitable, or useful for the purposes that Section 2.2(b) describes, and first placed in service in calendar year 2008 or thereafter.

“Real Property” shall mean real property that the Company uses or will use in the County for the purposes that Section 2.2(b) describes, and generally located on the land identified on Exhibit A hereto, together with all and singular the rights, members, hereditaments, and appurtenances belonging or in any way incident or appertaining thereto.

“Removed Components” shall mean the following types of components or Phases of the Project or portions thereof which are subject to FILOT payments, all of which the Company shall be entitled to remove from the Project with the result that the same shall no longer be subject to the terms of the Fee Agreement: (a) components or Phases of the Project or portions thereof which the Company, in its sole discretion, determines to be inadequate, obsolete, worn-out, uneconomic, damaged, unsuitable, undesirable, or unnecessary pursuant to Section 4.6 hereof or otherwise; or (b) components or Phases of the Project or portions thereof which the Company in its sole discretion, elects to be treated as removed pursuant to Section 4.7(c) or Section 4.8(b)(iii) of this Fee Agreement.

“Replacement Property” shall mean any property which is placed in service as a replacement for any item of Equipment, any Improvement, or any Real Property previously subject to this Fee Agreement regardless of whether such property serves the same functions as the property it is replacing and regardless of whether more than one piece of property replaces any item of Equipment, any Improvement, or any Real Property, to the fullest extent that the Act permits.

“Sponsors” shall mean an entity that joins with or is an affiliate of, the Company and that participates in the investment in, or financing of, the Project and which meets the requirements under the Act to be entitled to the benefits of this Agreement with respect to its participation in the Project.

“Termination Date” shall mean in case the entire Project is placed in service in one year, the end of the last day of the property tax year which is the 19th year following the first property tax year in which the entire Project is placed in service, or in case there are Phases of the Project, the Termination Date shall mean with respect to each Phase of the Project the end of the last day of the property tax year which is the 19th year following the first property tax year in which such Phase of the Project is placed in service, provided, that the intention of the parties is that the Company will make at least 20 annual FILOT payments under Article IV hereof with respect to each Phase of the Project and provided further, that if this Fee Agreement is terminated earlier in accordance with the terms hereof, the Termination Date is the date of such termination.

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

Section 1.2 The term “investment” or “invest” as used herein shall include not only investments made by the Company, but also to the fullest extent permitted by law, those investments made by or for the benefit of the Company in connection with the Project through federal, state, or local grants, to the extent such investments are subject to *ad valorem* taxes or FILOT payments by the Company.

ARTICLE II

REPRESENTATIONS, WARRANTIES, AND AGREEMENTS

Section 2.1 Representations, Warranties, and Agreements of the County. The County hereby represents, warrants, and agrees as follows:

(a) The County is a body politic and corporate and a political subdivision of the State and acts through the County Council as its governing body. The Act authorizes and empowers the County to enter into the transactions that this Fee Agreement contemplates and to carry out its obligations hereunder. The County has duly authorized the execution and delivery of this Fee Agreement and any and all other agreements described herein or therein and has obtained all consents from third parties and taken all actions necessary or that the law requires to fulfill its obligations hereunder.

(b) Based upon representations by the Company, the Project constitutes a “project” within the meaning of the Act, and the County is a County that the Act authorizes to enter into fee in lieu of tax agreements with companies that satisfy the Act Minimum Investment Requirement within the County.

(c) The County has agreed that each item of real and tangible personal property comprising the Project which is eligible to be economic development property under the Act and that the Company selects shall be considered Economic Development Property and is thereby exempt from *ad valorem* taxation in South Carolina.

(d) The millage rate in Section 4.1 hereof is 350 mills.

(e) The County will not be in default in any of its obligations (contractual or otherwise), including any violation of its statutory debt limit, as a result of entering into and performing under this Fee Agreement and/or as a result of creating an Industrial Development Park encompassing the Project.

(f) The County will take all reasonable action to include the Project in an Industrial Development Park and to ensure that the Project remains in an Industrial Development Park for the greater of 20 years or the Fee Term.

Section 2.2 Representations, Warranties, and Agreements of the Company. The Company hereby represents, warrants, and agrees as follows:

(a) The Company is in good standing under the laws of the State of South Carolina, is duly authorized to transact business in the State of South Carolina, has power to enter into this Fee Agreement, and has duly authorized the execution and delivery of this Fee Agreement.

(b) The Company intends to operate the Project as a “project” within the meaning of the Act as in effect on the date hereof. The Company intends to expand its existing manufacturing facility.

(c) The Company will use commercially reasonable efforts to ensure that its investment in Economic Development Property of the Project will exceed the Act Minimum Investment Requirement. The Company anticipates that the Project will result in an investment of approximately \$60,300,000.

ARTICLE III

COMMENCEMENT AND COMPLETION OF THE PROJECT

Section 3.1 The Project. The Company intends to invest in Equipment, Improvements, and/or Real Property, which together comprise the Project and which are anticipated to create at least the Act Minimum Investment Requirement in eligible Economic Development Property investment subject to Payments in Lieu of Taxes in the County.

The parties hereto agree that, to the extent that applicable law allows or is revised or construed to allow the benefits of the Act, in the form of Payments-in-Lieu-of-Taxes to be made under Article IV hereof, to be applicable to leased assets including, but not limited to a building and/or personal property to be installed in the buildings and leased to but not purchased by the Company from one or more Sponsors under any form of lease, then such property shall, at the election of the Company, be subject to Payments-in-Lieu-of-Taxes to the same extent as the Company’s assets covered by this Fee Agreement, subject, at all times, to the requirement of such applicable law. The parties hereto further agree that this Fee Agreement may be interpreted or modified as may be necessary or appropriate in order to give proper application of this Fee Agreement to such tangible property without such construction or modification constituting an amendment to this Fee Agreement, and thus not requiring any additional action by the County Council. The County Administrator, after consulting with the County Attorney, shall be and hereby is authorized to make such modifications, if any, as may be necessary or appropriate in connection therewith. Such leased property shall constitute a part of the Project for all purposes of this Agreement, including the calculation of the Minimum Investment Requirements, removal, replacement, and termination, and such Sponsor shall be deemed to be a party to this Agreement provided, however, that no Sponsor shall be liable for any payments pursuant to Section 4.2(b) hereof, which shall remain the Company’s liability.

Pursuant to the Act and subject to Section 4.2 hereof, the Company and the County hereby agree that the Company shall identify annually those assets which are eligible for FILOT payments under the Act and which the Company selects for such treatment by listing such assets in its annual PT-300S form (or comparable form) to be filed with the Department (as such may be amended from time to time) and that by listing such assets, such assets shall automatically become Economic Development Property and therefore be exempt from all *ad valorem* taxation during the Exemption Period. Anything contained in this Fee Agreement to the contrary notwithstanding, the Company shall not be obligated to complete the acquisition of the Project.

However, if the Company does not meet the Act Minimum Investment Requirement, this Fee Agreement shall be terminated as provided in Section 4.2 hereof.

Section 3.2 Diligent Completion. The Company agrees to use its reasonable efforts to cause the completion of the Project as soon as practicable, but in any event on or prior to the end of the Investment Period.

Section 3.3 Filings and Reports.

(a) Each year during the term of the Fee Agreement, the Company shall deliver to the County, the County Auditor, the County Assessor, and the County Treasurer, a copy of its most recent annual filings with the Department with respect to the Project, not later than 30 days following delivery thereof to the Department.

(b) The Company shall cause the filing of a copy of this Fee Agreement, as well as a copy of the completed Form PT-443 of the Department, to be filed with the County Auditor and the County Assessor of the County and any partner county, when the Project is placed in a joint county industrial and business park, and the Department within 30 days after the date of execution and delivery hereof by all parties hereto.

ARTICLE IV

PAYMENTS IN LIEU OF TAXES

Section 4.1 Negotiated Payments.

(a) Pursuant to Section 12-44-50 of the Act, the Company is required to make payments in lieu of *ad valorem* taxes to the County with respect to the Economic Development Property. Inasmuch as the Company anticipates an initial investment of sums sufficient for the Project to qualify for a fee in lieu of tax arrangement under Section 12-44-50(A)(1) of the Act, the County and the Company have negotiated the amount of the Payments in Lieu of Taxes in accordance therewith. The Company shall make payments in lieu of *ad valorem* taxes on all Economic Development Property which comprises the Project and is placed in service, as follows: the Company shall make payments in lieu of *ad valorem* taxes during the Exemption Period with respect to the Economic Development Property or, if there are Phases of the Economic Development Property, with respect to each Phase of the Economic Development Property, said payments to be made annually and to be due and payable and subject to penalty assessments on the same dates and in the same manner as prescribed by the County for *ad valorem* taxes. The determination of the amount of such annual Payments in Lieu of Taxes shall be in accordance with the following procedure (subject, in any event, to the procedures that the Act requires):

- Step 1: Determine the fair market value of the Economic Development Property (or Phase of the Economic Development Property) placed in service during the Exemption Period using original income tax basis for State income tax purposes for any Real Property and Improvements without regard to depreciation (provided, the fair market value of real property, as the Act defines such term, that the Company obtains by construction or purchase in an arms length transaction is equal to the

original income tax basis, and otherwise, the determination of the fair market value is by appraisal) and original income tax basis for State income tax purposes for any personal property less depreciation for each year allowable for property tax purposes, except that no extraordinary obsolescence shall be allowable. The fair market value of the Real Property for the first year of the Fee Term remains the fair market value of the Real Property for the life of the Fee Term. The determination of these values shall take into account all applicable property tax exemptions that State law would allow to the Company if the property were taxable, except those exemptions that Section 12-44-50(A)(2) of the Act specifically disallows.

For purposes of determining the current value of the buildings to be renovated, the Company has determined the square footage of all buildings situated on the Property, as reflected on Exhibit B. The value of the buildings to be renovated and incorporated into this Agreement will be determined based on the proportion of the renovated building square footage to the square footage of all buildings on the Property as reflected in Exhibit B. For example, and by way of example only, if the square footage of all of the buildings at the Project is 1,000,000 square feet, and if 500,000 square feet will undergo renovations, then half of the value of the buildings will be subject to this Agreement and set for the Fee Term, while half of the value of the buildings will not be subject to this Agreement. The County and the Company shall agree as to the value of the land and buildings utilizing the amount paid by the Company for the facility.

Step 2: Apply an assessment ratio of six percent (6%) to the fair market value in Step 1 to establish the taxable value of the Economic Development Property (or each Phase of the Economic Development Property) in the year it is placed in service and in each of the 19 years thereafter or such longer period of years in which the Act permits the Company to make annual fee payments.

Step 3: Use a fixed millage rate equal to 350 mills, in accordance with Section 12-44-50(A)(1)(d) of the Act, during the Exemption Period against the taxable value to determine the amount of the Payments in Lieu of Taxes due during the Exemption Period on the payment dates that the County prescribes for such payments or such longer period of years in which the Act permits the Company to make annual fee payments.

(b) In the event that a final order of a court of competent jurisdiction or an agreement of the parties determines that the calculation of the minimum Payment in Lieu of Taxes applicable to this transaction is to be other than by the procedure herein, the payment shall be reset at the minimum permitted level so determined.

(c) In the event that a final order of a court of competent jurisdiction from which no further appeal is allowable declares the Act and/or the herein-described Payments in Lieu of Taxes invalid or unenforceable, in whole or in part, for any reason, the parties express their

intentions to reform such payments so as to effectuate most closely the intent thereof and so as to afford the Company with the benefits to be derived herefrom, the intention of the County being to offer the Company a strong inducement to locate the Project in the County. If the Economic Development Property is deemed to be subject to *ad valorem* taxation, this Fee Agreement shall terminate, and the Company shall pay the County regular *ad valorem* taxes from the date of termination, but with appropriate reductions equivalent to all tax exemptions which are afforded to the Company. Any amount determined to be due and owing to the County from the Company, with respect to a year or years for which the Company previously remitted Payments in Lieu of Taxes to the County hereunder, shall (i) take into account all applicable tax exemptions to which the Company would be entitled if the Economic Development Property was not and had not been Economic Development Property under the Act; and (ii) be reduced by the total amount of Payments in Lieu of Taxes the Company had made with respect to the Project pursuant to the terms hereof. Notwithstanding anything contained herein to the contrary, neither the Company nor any successor in title or interest shall be required to pay FILOT payments and *ad valorem* taxes for the same property over the same period in question.

Section 4.2 Failure to Achieve Act Minimum Investment Requirement or Minimum Investment Requirement.

(a) In the event that the cost of the Economic Development Property (without regard to depreciation) that the Company acquires does not reach the Minimum Investment Requirement by the end of the Investment Period, this Fee Agreement shall terminate as to such entity failing to meet the minimum investment level. In such event, the Company shall pay the County an amount (the "Additional Payment") pursuant to the Act which is equal to the excess, if any, of (i) the total amount of *ad valorem* taxes as would result from taxes levied on the Project by the County, municipality or municipalities, school district or school districts, and other political units as if the items of property comprising the Economic Development Property were not Economic Development Property, but with appropriate reductions equivalent to all tax exemptions and abatements to which the Company would be entitled in such a case, through and including the end of the Investment Period, over (ii) the total amount of FILOT payments the Company has made with respect to the Economic Development Property through and including the end of the Investment Period. Any amounts determined to be owing pursuant to the foregoing sentence shall be subject to the minimum amount of interest that the Act may require.

(b) In the event the Company fails to maintain the Minimum Investment Requirement (disregarding depreciation and obsolescence) for a period of 10 years from the date the initial components of the Project are placed in service, this Agreement shall be terminated. This remedy shall be prospective only and shall apply beginning in the year after the Company's investment bid drops below the Minimum Investment Requirement.

(c) The remedies stated herein shall be the County's sole remedies for the Company's failure to meet any required investment or job creation level.

Section 4.3 Payments in Lieu of Taxes on Replacement Property. If the Company elects to replace any Removed Components and to substitute such Removed Components with Replacement Property as a part of the Economic Development Property, or the Company otherwise utilizes Replacement Property, then, pursuant and subject to Section 12-44-60 of the Act, the Company shall make statutory payments in lieu of *ad valorem* taxes with regard to such Replacement Property in accordance with the following:

(i) Replacement Property does not have to serve the same function as the Economic Development Property it is replacing. Replacement Property is deemed to replace the oldest Economic Development Property subject to the Fee, whether real or personal, which is disposed of in the same property tax year in which the Replacement Property is placed in service. Replacement Property qualifies as Economic Development Property only to the extent of the original income tax basis of Economic Development Property which is being disposed of in the same property tax year. More than one piece of property can replace a single piece of Economic Development Property. To the extent that the income tax basis of the Replacement Property exceeds the original income tax basis of the Economic Development Property which it is replacing, the excess amount is subject to annual payments calculated as if the exemption for Economic Development Property were not allowable. Replacement Property is entitled to treatment under the Fee Agreement for the period of time remaining during the Exemption Period for the Economic Development Property which it is replacing; and

(ii) The new Replacement Property which qualifies for the Fee shall be recorded using its income tax basis, and the calculation of the Fee shall utilize the millage rate and assessment ratio in effect with regard to the original property subject to the Fee.

Section 4.4 Reductions in Payments of Taxes Upon Removal, Condemnation, or Casualty. In the event of a Diminution in Value of the Economic Development Property or any Phase of the Economic Development Property, the Payment in Lieu of Taxes with regard to the Economic Development Property or that Phase of the Economic Development Property shall be reduced in the same proportion as the amount of such Diminution in Value bears to the original fair market value of the Economic Development Property or that Phase of the Economic Development Property as determined pursuant to Step 1 of Section 4.1(a) hereof; *provided, however,* that if at any time subsequent to the end of the Investment Period, the total value of the Project based on the original income tax basis of the Equipment, Real Property, and Improvements contained therein, without deduction for depreciation, is less than the Act Minimum Investment Requirement, beginning with the first payment thereafter due hereunder and continuing until the end of the Fee Term, the Company shall no longer be entitled to the incentive provided in Section 4.1, and the Company shall therefore commence to pay regular *ad valorem* taxes on the Economic Development Property part of the Project.

Section 4.5 Place and Allocation of Payments in Lieu of Taxes. The Company shall make the above-described Payments in Lieu of Taxes directly to the County in accordance with applicable law.

Section 4.6 Removal of Equipment. Subject, always, to the other terms and provisions hereof, the Company shall be entitled to remove and dispose of components or Phases of the Project from the Project in its sole discretion with the result that said components or Phases shall no longer be considered a part of the Project and, to the extent such constitute Economic Development Property, shall no longer be subject to the terms of this Fee Agreement to the fullest extent allowed by the Act, as amended. Economic Development Property is disposed of only when it is scrapped or sold or it is removed from the Project. If it is removed from the

Project, it is subject to *ad valorem* property taxes to the extent the Property remains in the State and is otherwise subject to *ad valorem* property taxes.

Section 4.7 Damage or Destruction of Economic Development Property.

(a) Election to Terminate. In the event the Economic Development Property is damaged by fire, explosion, or any other casualty, the Company shall be entitled to terminate this Fee Agreement. The Company shall only be required to make FILOT payments as to all or any part of the tax year in which the damage or casualty occurs to the extent property subject to *ad valorem* taxes would otherwise have been subject to such taxes under the same circumstances for the period in question.

(b) Election to Rebuild. In the event the Economic Development Property is damaged by fire, explosion, or any other casualty, and if the Company does not elect to terminate this Fee Agreement, the Company may commence to restore the Economic Development Property with such reductions or enlargements in the scope of the Economic Development Property, changes, alterations, and modifications (including the substitution and addition of other property) as may be desired by the Company. All such restorations and replacements shall be considered, to the fullest extent permitted by law and this Fee Agreement, substitutions of the destroyed portions of the Economic Development Property and shall be considered part of the Economic Development Property for all purposes hereof, including, but not limited to, any amounts due by the Company to the County under Section 4.1 hereof.

(c) Election to Remove. In the event the Company elects not to terminate this Fee Agreement pursuant to subsection (a) and elects not to rebuild pursuant to subsection (b), the damaged portions of the Economic Development Property shall be treated as Removed Components.

Section 4.8 Condemnation.

(a) Complete Taking. If at any time during the Fee Term title to or temporary use of the Economic Development Property should become vested in a public or quasi-public authority by virtue of the exercise of a taking by condemnation, inverse condemnation, or the right of eminent domain; by voluntary transfer under threat of such taking; or by a taking of title to a portion of the Economic Development Property which renders continued use or occupancy of the Economic Development Property commercially unfeasible in the judgment of the Company, the Company shall have the option to terminate this Fee Agreement by sending written notice to the County within a reasonable period of time following such vesting. The Company shall only be required to make FILOT payments as to all or any part of the tax year in which the damage or casualty occurs to the extent property subject to *ad valorem* taxes would otherwise have been subject to such taxes under the same circumstances for the period in question.

(b) Partial Taking. In the event of a partial taking of the Economic Development Property or a transfer in lieu thereof, the Company may elect: (i) to terminate this Fee Agreement; (ii) subject to the Act and the terms and provisions of this Fee Agreement, to repair and restore the Economic Development Property, with such reductions or enlargements in the scope of the Economic Development Property, changes, alterations, and modifications (including the substitution and addition of other property) as the Company may desire, and all such changes, alterations, and modifications shall be considered as substitutions of the taken parts of

the Economic Development Property; or (iii) to treat the portions of the Economic Development Property so taken as Removed Components.

(c) The Company shall only be required to make FILOT payments as to all or any part of the tax year in which the damage or casualty occurs to the extent property subject to *ad valorem* taxes would otherwise have been subject to such taxes under the same circumstances for the period in question.

Section 4.9 Confidentiality/Limitation on Access to Project. The County acknowledges and understands that the Company utilizes confidential and proprietary processes and materials, services, equipment, trade secrets, and techniques (herein “Confidential Information”) and that any disclosure of Confidential Information concerning the Company’s operations may result in substantial harm to the Company and could thereby have a significant detrimental impact on the Company’s employees and also upon the County. The Company acknowledges that the County is subject to the Freedom of Information Act, and, as a result, must disclose certain documents and information on request absent an exemption. For these reasons, the Company shall clearly label all Confidential Information it delivers to the County “Confidential Information.” Therefore, the County agrees that, except as required by law, neither the County nor any employee, agent, or contractor of the County shall (i) request or be entitled to receive any such Confidential Information, or (ii) disclose or otherwise divulge any such Confidential Information to any other person, firm, governmental body or agency, or any other entity unless specifically required to do so by law; provided, however, that the County shall have no less rights concerning information relating to the Project and the Company than concerning any other property or property taxpayer in the County, and, provided further, that the confidentiality of such confidential or proprietary information is clearly disclosed to the County in writing as previously described. Prior to disclosing any Confidential Information, subject to the requirements of law, the Company may require the execution 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. In the event that the County is required to disclose any Confidential Information obtained from the Company to any third party, the County agrees to provide the Company with as much advance notice as possible of such requirement before making such disclosure, and to cooperate reasonably with any attempts by the Company to obtain judicial or other relief from such disclosure requirement.

Section 4.10 Assignment. With the prior written consent of the County or a subsequent written ratification by the County, which consent or ratification the County will not unreasonably withheld unless Section 12-44-120 of the Act or any successor provision expressly does not require consent, and in accordance with the Act, the Company may assign this Fee Agreement in whole or in part. The Company agrees to notify the County and the Department of the identity of such transferee within 60 days of the transfer. In case of a transfer, the transferee assumes the transferor’s basis in the Project for purposes of calculating the Fee. No approval is required for transfers to sponsor affiliates or other financing related transfers, as defined in the Act.

Section 4.11 No Double Payment.

(a) Notwithstanding anything contained herein to the contrary, and except as expressly required by law, neither the Company nor any Sponsor shall ever be required to make a Payment in Lieu of Taxes in addition to a regular property tax payment in the same year over

the same piece of property, nor shall the Company or any Sponsor be required to make a Payment in Lieu of Taxes on property in cases where, absent this Fee Agreement, property taxes would otherwise not be due on such property.

Section 4.12 Administration Expenses.

(a) The Company agrees to pay the reasonable and necessary expenses that the County incurs with respect to the execution and administration of this Fee Agreement, including without limitation reasonable and actual attorney's fees (the "Administration Expenses"); provided, however, that no such expense shall be an Administration Expense until the County has furnished to the Company a statement in writing indicating the amount of such expense and the reason for its incurrence.

ARTICLE V

DEFAULT

Section 5.1 Events of Default. The following shall be "Events of Default" under this Fee Agreement, and the term "Events of Default" shall mean, whenever used with reference to this Fee Agreement, any one or more of the following occurrences:

(a) Failure by the Company to make the Payments in Lieu of Taxes described in Section 4.1 hereof, which failure shall not have been cured within 30 days following receipt of written notice thereof from the County; *provided, however*, that the Company shall be entitled to all redemption rights granted by applicable statutes; or

(b) A representation or warranty made by the Company which is deemed materially incorrect when deemed made; or

(c) Failure by the Company to perform any of the terms, conditions, obligations, or covenants hereunder (other than those under (a) above), which failure shall continue for a period of 30 days after written notice from the County to the Company specifying such failure and requesting that it be remedied, unless the Company shall have instituted corrective action within such time period and is diligently pursuing such action until the default is corrected, in which case the 30-day period shall be extended to cover such additional period during which the Company is diligently pursuing corrective action; or

(d) A representation or warranty made by the County which is deemed materially incorrect when deemed made; or

(e) Failure by the County to perform any of the terms, conditions, obligations, or covenants hereunder, which failure shall continue for a period of 30 days after written notice from the Company to the County specifying such failure and requesting that it be remedied, unless the County shall have instituted corrective action within such time period and is diligently pursuing such action until the default is corrected, in which case the 30-day period shall be extended to cover such additional period during which the County is diligently pursuing corrective action.

Section 5.2 Remedies on Default.

(a) Whenever any Event of Default by the Company shall have occurred and shall be continuing, the County may take any one or more of the following remedial actions:

- (1) terminate the Fee Agreement; or
- (2) take whatever action at law or in equity may appear necessary or desirable to collect the amounts due hereunder, including the imposition of any penalties or resort to any remedies authorized by Section 12-44-90 of the Act. In no event shall the Company be liable to the County or otherwise for monetary damages resulting from the Company's failure to meet the Act Minimum Investment Requirement, other than as expressly set forth herein.

(b) Whenever any Event of Default by the County shall have occurred or shall be continuing, the Company may take one or more of the following actions:

- (1) bring an action for specific enforcement;
- (2) terminate the Fee Agreement;
- (3) withhold so much of the payment as is in dispute with the County until such dispute is fully and finally resolved; or
- (4) in case of a materially incorrect representation or warranty, take such action as is appropriate, including legal action, to recover its damages, to the extent allowed by law.

Section 5.3 Delays, No Waiver. No delay or omission to exercise any right or power accruing upon any continuing default hereunder shall impair any such right or power or shall be construed to be a waiver thereof, but any such right and power may be exercised from time to time and as often as may be deemed expedient.

Section 5.4 Reimbursement of Legal Fees and Expenses and Other Expenses. Upon the occurrence of an Event of Default hereunder, should a party be required to employ attorneys or incur other reasonable expenses for the collection of payments due hereunder or for the enforcement of performance or observance of any obligation or agreement, the successful party shall be entitled, within 30 days of demand therefor, to reimbursement of the reasonable fees of such attorneys and such other reasonable expenses so incurred. The Company further agrees to pay reasonable legal fees and expenses and other expenses of the County.

Section 5.5 No Waiver. No failure or delay on the part of any party hereto in exercising any right, power, or remedy hereunder shall operate as a waiver thereof, nor shall any single or partial exercise of any such right, power, or remedy preclude any other or further exercise thereof or the exercise of any other right, power, or remedy hereunder. No waiver of any provision hereof shall be effective unless the same shall be in writing and signed by the waiving party hereto.

ARTICLE VI

MISCELLANEOUS

Section 6.1 Notices. Any notice, election, demand, request, or other communication to be provided under this Fee Agreement shall be effective when delivered to the party named

below or when deposited with the United States Postal Service, certified mail, return receipt requested, postage prepaid, addressed as follows (or addressed to such other address as any party shall have previously furnished in writing to the other party), except where the terms hereof require receipt rather than sending of any notice, in which case such provision shall control:

IF TO THE COMPANY:

Shaw Industries Group, Inc.
Attn: Chief Counsel
616 E. Walnut Avenue
Dalton, GA 30722

WITH A COPY TO:

Shaw Industries Group, Inc.
Attn: Director of Real Estate
616 E. Walnut Avenue
Dalton, GA 30722

WITH A COPY TO:

Haynsworth Sinkler Boyd, P.A.
Attn: Gary W. Morris, Esq.
P.O. Box 11889
Columbia, SC 29211

IF TO THE COUNTY:

Lexington County, South Carolina
Attn: County Administrator
212 S. Lake Drive
Lexington, SC 29072

Section 6.2 Binding Effect. This Fee Agreement and each document contemplated hereby or related hereto shall be binding upon and inure to the benefit of the Company, the County, and their respective successors and assigns. In the event of the dissolution of the County or the consolidation of any part of the County with any other political subdivision or the transfer of any rights of the County to any other such political subdivision, all of the covenants, stipulations, promises, and agreements of this Fee Agreement shall bind and inure to the benefit of the successors of the County from time to time and any entity, officer, board, commission, agency, or instrumentality to whom or to which any power or duty of the County has been transferred.

Section 6.3 Counterparts. This Fee Agreement may be executed in any number of counterparts, and all of the counterparts taken together shall be deemed to constitute one and the same instrument.

Section 6.4 Governing Law. This Fee Agreement and all documents executed in connection herewith shall be construed in accordance with and governed by the laws of the State of South Carolina.

Section 6.5 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 6.6 Amendments. The provisions of this Fee Agreement may only be modified or amended in writing by any agreement or agreements entered into between the parties.

Section 6.7 Further Assurance. From time to time, and at the expense of the Company, to the extent any expense is incurred, the County agrees to execute and deliver to the Company such additional instruments as the Company may reasonably request and as are authorized by law and reasonably within the purposes and scope of the Act and Fee Agreement to effectuate the purposes of this Fee Agreement.

Section 6.8 Invalidity; Change in Laws. In the event that the inclusion of property as Economic Development Property or any other issue is unclear under this Fee Agreement, the County hereby expresses its intention that the interpretation of this Fee Agreement shall be in a manner that provides for the broadest inclusion of property under the terms of this Fee Agreement and the maximum incentive permissible under the Act, to the extent not inconsistent with any of the explicit terms hereof. If any provision of this Fee Agreement is declared illegal, invalid, or unenforceable for any reason, the remaining provisions hereof shall be unimpaired, and such illegal, invalid, or unenforceable provision shall be reformed to effectuate most closely the legal, valid, and enforceable intent thereof and so as to afford the Company with the maximum benefits to be derived herefrom, it being the intention of the County to offer the Company the strongest inducement possible, within the provisions of the Act, to locate the Project in the County. In case a change in the Act or South Carolina laws eliminates or reduces any of the restrictions or limitations applicable to the Company and the Fee incentive, the parties agree that the County will give expedient and full consideration to reformation of this Fee Agreement, with a view toward providing the Company with the benefits of such change in the Act or South Carolina laws.

The County agrees that in case the FILOT incentive described herein is found to be invalid or otherwise does not provide the Company with the economic benefit it is intended to receive from the County as an inducement to locate in the County, the savings lost as a result of such invalidity will be considered a special source revenue credit or infrastructure improvement credit to the Company to the maximum extent permitted by law, and the County will provide a special source revenue credit or infrastructure improvement credit against all FILOT payments or fee payments made or to be made by the Company equal to the amount that the Company would have saved if the FILOT had been valid, to the maximum extent permitted by law.

Section 6.9 Force Majeure. The Company shall not be responsible for any delays or non-performance caused in whole or in part, directly or indirectly, by strikes, accidents, freight embargoes, fires, floods, inability to obtain materials, conditions arising from governmental orders or regulations, war or national emergency, acts of God, and any other cause, similar or dissimilar, beyond the Company's reasonable control.

Section 6.10 Termination by Company. The Company is authorized to terminate this Fee Agreement at any time with respect to all or part of the Project upon providing the County with 30 days' notice; *provided, however*, that (i) any monetary obligations existing hereunder and due and owing at the time of termination to a party hereto; and (ii) any provisions which are intended to survive termination shall survive such termination. In the year following such termination, all property shall be subject to ad valorem taxation or such other taxation or fee in lieu of taxation that would apply absent this agreement. The Company's obligation to make fee in lieu of tax payments under this Fee Agreement shall terminate in the year following the year of such termination pursuant to this section.

Section 6.11 Entire Understanding. This Fee Agreement expresses the entire understanding and all agreements of the parties hereto with each other, and neither party hereto has made or shall be bound by any agreement or any representation to the other party which is not expressly set forth in this Fee Agreement or in certificates delivered in connection with the execution and delivery hereof; *provided, however*, that the Inducement Agreement between the County and the Company dated as of November 13, 2007 shall be incorporated herein by reference to the extent that its terms are not inconsistent with this Fee Agreement. To the extent of any inconsistency, this Fee Agreement shall be controlling.

Section 6.12 Waiver. Either party may waive compliance by the other party with any term or condition of this Fee Agreement only in a writing signed by the waiving party.

Section 6.13 Business Day. In the event that any action, payment, or notice is, by the terms of this Fee Agreement, required to be taken, made, or given on any day which is a Saturday, Sunday, or legal holiday in the jurisdiction in which the person obligated to act is domiciled, such action, payment, or notice may be taken, made, or given on the following business day with the same effect as if given as required hereby, and no interest shall accrue in the interim.

Section 6.14 Limitation of Liability. Anything herein to the contrary notwithstanding, any financial obligation the County may incur hereunder, including for the payment of money shall not be deemed to constitute a pecuniary liability or a debt or general obligation of the County; *provided, however*, that nothing herein shall prevent the Company from enforcing its rights hereunder by suite for *mandamus* or specific performance.

REMAINDER OF PAGE INTENTIONALLY LEFT BLANK

IN WITNESS WHEREOF, the County, acting by and through the County Council, has caused this Fee Agreement to be executed in its name and behalf by the _____ and to be attested by the Clerk of the County Council; and the Company has caused this Fee Agreement to be executed by its duly authorized officer, all as of the day and year first above written.

**LEXINGTON COUNTY,
SOUTH CAROLINA**

By: _____
Its: _____

ATTEST:

Clerk to County Council
Lexington County, South Carolina

SHAW INDUSTRIES GROUP, INC.

By: _____
Its: _____

EXHIBIT A
LEGAL DESCRIPTION

EXHIBIT B

BUILDINGS CONTEMPLATED FOR RENOVATION

3. This Ordinance shall be effective after third and final reading thereof.

DONE in meeting duly assembled this ____ day of _____, 2008.

LEXINGTON COUNTY,
SOUTH CAROLINA

By: _____
Name: William C. Derrick
Its: Chairman of County Council

ATTEST:

By: _____
Name: Diana W. Burnett
Its: Clerk to County Council

EXHIBIT A
Legal Description
“The Shaw Tract”

STATE OF SOUTH CAROLINA)
)
COUNTY OF LEXINGTON)

**AMENDMENT TO AGREEMENT FOR THE
DEVELOPMENT OF A JOINT INDUSTRIAL
AND BUSINESS PARK DATED TO BE
EFFECTIVE ON OR ABOUT DECEMBER 11,
1995 (Lexington and Calhoun Counties)**

**THIS AMENDMENT ENTERED INTO AS OF THE _____ DAY OF _____, 2008
BETWEEN LEXINGTON COUNTY, SOUTH CAROLINA AND CALHOUN COUNTY,
SOUTH CAROLINA.**

By authority of Ordinance No. _____ enacted by the County Council of Lexington County on _____, 2008 and ordinance no. _____ enacted by the County Council of Calhoun County on _____, 2008 for value received, Lexington County and Calhoun County hereby agree that: (i) the property described as the Shaw Tract in the exhibit attached is hereby added to and shall be deemed to be a part of Exhibit A to the Agreement for the Development of a Joint Industrial and Business Park between Lexington County and Calhoun County dated to be effective on or about December 11, 1995.

All other terms and provisions of said Agreement shall remain in full force and effect.

WITNESS our hands and seals as of the day first above written.

**LEXINGTON COUNTY,
SOUTH CAROLINA**

By: _____
Name: William C. Derrick
Its: Chairman of County Council

(SEAL)

ATTEST:

By: _____
Name: Diana W. Burnett
Its: Clerk to County Council

**CALHOUN COUNTY,
SOUTH CAROLINA**

By: _____
Name: David Summers
Its: Chairman of County Council

(SEAL)

ATTEST:

By: _____
Name: Donna R. Allread
Its: Clerk to Council

EXHIBIT A
Legal Description
“The Shaw Tract”

Exhibit "A"

All that certain piece, parcel or tract of land, with improvements thereon, lying and being in the County of Lexington, State of South Carolina, containing 450.27 acres referenced as Parcel 1, also 2.20 acres referenced as Parcel 2, also 1.35 acres referenced as Parcel 3 and also .40 acres referenced as Parcel 4, as shown on plat by J. Donald Rawls, Jr., SCPLS No. 13517 of Cox and Dinkins, Inc. prepared for Honeywell International, Inc. and containing a total of 10 sheets, dated December 16, 2003, and recorded in the Office of the Register of Deeds for Lexington County in Plat Book 8945, at page(s) 43, 44, 45, 46, 47, 48, 49, 50, 51 and 52 on January 5, 2004, also shown on plat by Cox and Dinkins, Inc. prepared for Honeywell Nylon LLC and containing a total of 10 sheets, dated September 9, 2005 and last revised September 23, 2005 and being more particularly described by reference to said plat as follows:

LAND DESCRIPTION - PARCEL 1

Beginning at intersection of the Southern Right-of-Way of St. Andrews Road (S-32-38) and the Western Right-of-Way of C.N. AND L. Railroad at a 1/2" Rebar (o), this being the POINT OF BEGINNING 1 (P.O.B. 1); thence turning and running S 45°04'33" E along the Western Right-of-Way of C.N. AND L. Railroad for a distance of 1107.45 feet to a 5/8" Rebar w/ cap (o); thence turning and running along Property of Now or Formerly South Carolina Electric & Gas Co. for the following bearings and distances: S 20°20'18" W for a distance of 52.08 feet to a 1/2" Rebar (o); thence turning and running S 28°41'48" W for a distance of 147.52 feet to a 5/8" Rebar (o); thence turning and running S02°31'57" W for a distance of 152.89 feet to a 2" Pipe (o); thence turning and running S 35°17'49" E for a distance of 124.83 feet to a 2" Pipe (o); thence turning and running S 00°41'20" E for a distance of 129.37 feet to a 2" Pipe (o); thence turning and running S 27°52'02" W for a distance of 107.44 feet to a 2" Pipe (o); thence turning and running S 08°00'11" E for a distance of 118.31 feet to a 2" Pipe (o); thence turning and running S 44°31'50" E for a distance of 117.22 feet to a 2" Pipe (o); thence turning and running S 16°50'26" E for a distance of 139.85 feet to a 2" Pipe (o); thence turning and running S 09°09'23" W for a distance of 160.24 feet to a 2" Pipe (o); thence turning and running S 04°25'47" E for a distance of 128.23 feet to a 2" Pipe (o); thence turning and running S 08°14'21" W for a distance of 137.66 feet to a 2-1/2" Pipe (o); thence turning and running S 05°34'18" W for a distance of 129.73 feet to a 5/8" Rebar w/ cap (o); thence turning and running S 06°26'11" E for a distance of 97.62 feet to a 5/8" Rebar w/ cap (o); thence turning and running S 22°09'17" E for a distance of 97.23 feet to a 5/8" Rebar w/ cap (o); thence turning and running S 14°02'10" E for a distance of 165.70 feet to a 1-1/2" Pinch top (o); thence turning and running S 00°51'25" W for a distance of 198.81 feet to a 1-1/2" Pinch top (o); thence turning and running along Property of Now or Formerly Pineglen Subdivision for the following bearings and distances: S 32°44'13" E for a distance of 103.15 feet to a 2-1/2" Pipe (o); thence turning and running S 36°44'49" E for a distance of 146.26 feet to a 2" Pipe (o); thence turning and running S 28°02'05" E for a distance of 198.12 feet to a 1-1/4" Pipe (o); thence turning and running S 45°31'21" E for a distance of 160.83 feet to a 1-1/4" Pinch top (o); thence turning and running S21°52'53"E for a distance of 179.03 feet to a 5/8" Rebar with cap (o); thence turning and running S 18°52'02" E for a distance of 189.55 feet to a 3" Pipe (o); thence turning and running along Property of Now or Formerly Pineglen Subdivision and Property of Now or Formerly Immo-Chapin Recreation Commission for the following bearings and distances: S 03°06'40" W for a distance of 173.17 feet to a 2-1/2" Pipe (o); thence turning and running along the Property of Now or Formerly of Immo-Chapin Recreation Commission, S 50°48'06" E for a distance of 346.45 feet to a 2-1/2" Pipe (o); thence turning and running along the Property of Now or Formerly Immo-Chapin Recreation Commission, S 60°31'06" E for a distance of 242.55 feet to a 2-1/2" Pipe (o); thence turning and running along the Property of Now or Formerly Immo-Chapin

Recreation Commission and the Property of Now or Formerly South Carolina Electric & Gas Co., S 14°43'01" E for a distance of 1216.38 feet to a 5/8" Rebar w/ cap (o); thence turning and running along the Property of Now or Formerly South Carolina Electric & Gas Co. S 14°00'35" E for a distance of 288.03 feet to a 2" Pipe (o); thence turning and running along the Property of Now or Formerly South Carolina Electric & Gas Co., S 14°00'35" E for a distance of 18.00 feet to a 1/2" Rebar (o); thence turning and running along the High Water Mark of the Saluda River (A Navigable Waterway) for the following bearings and distances: N 77°24'44" W for a distance of 56.38 feet to a 1/2" Rebar (o); thence turning and running N74°11'49" W for a distance of 321.42 feet to a 1/2" Rebar (o); thence turning and running N 72°34'00" W for a distance of 98.05 feet to a 1/2" Rebar (o); thence turning and running N 69°59'00" W for a distance of 237.43 feet to a 1/2" Rebar (o); thence turning and running N34°02'42" W for a distance of 24.58 feet to a 1/2" Rebar (o); thence turning and running N 75°28'18" W for a distance of 71.73 feet to a 1/2" Rebar (o); thence turning and running N 68°15'52" W for a distance of 216.69 feet to a 1/2" Rebar (o) thence turning and running N 66°44'01" W for a distance of 187.18 feet to a 1/2" Rebar (o); thence turning and running N 71°10'07" W for a distance of 241.37 feet to a 1/2" Rebar (o); thence turning and running N 71°32'20" W for a distance of 285.71 feet to a 1/2" Rebar (o); thence turning and running N 72°48'55" W for a distance of 120.29 feet to a 1/2" Rebar (o); thence turning and running N 67°14'18" W for a distance of 79.78 feet to a 1/2" Rebar (o); thence turning and running N 71°22'01" W for a distance of 162.45 feet to a 1/2" Rebar (o); thence turning and running N 65°40'10" W for a distance of 194.23 feet to a 1/2" Rebar (o); thence turning and running N 67°02'30" W for a distance of 183.48 feet to a 1/2" Rebar (o); thence turning and running N 60°47'54" W for a distance of 358.58 feet to a 1/2" Rebar (o); thence turning and running N56°28'04" W for a distance of 221.83 feet to a 1/2" Rebar (o); thence turning and running N 55°32'11" W for a distance of 137.22 feet to a 1/2" Rebar (o); thence turning and running N 53°06'42" W for a distance of 313.62 feet to a 1/2" Rebar (o); thence turning and running N56°45'50" W for a distance of 40.45 feet to a 1/2" Rebar (o); thence turning and running N 55°57'29" W for a distance of 62.69 feet to a 1/2" Rebar (o); thence turning and running N 55°39'30" W for a distance of 168.97 feet to a 1/2" Rebar (o); thence turning and running N 51°53'12" W for a distance of 167.35 feet to a 1/2" Rebar (o); thence turning and running N 45°32'43" W for a distance of 210.49 feet to a 1/2" Rebar (o); thence turning and running N 38°33'45" W for a distance of 280.72 feet to a 1/2" Rebar (o); thence turning and running N 39°04'54" W for a distance of 220.95 feet to a 1/2" Rebar (o); thence turning and running N 38°02'36" W for a distance of 149.37 feet to a 1/2" Rebar (o); thence turning and running N 40°35'35" W for a distance of 132.44 feet to a 1/2" Rebar (o); thence turning and running N 37°09'39" W for a distance of 157.35 feet to a 1/2" Rebar (o); thence turning and running N 37°13'03" W for a distance of 235.64 feet to a 1/2" Rebar (o); thence turning and running N 39°52'45" W for a distance of 107.34 feet to a 1/2" Rebar (o); thence turning and running N 37°52'55" W for a distance of 134.75 feet to a 1/2" Rebar (o); thence turning and running N 34°06'20" W for a distance of 198.23 feet to a 1/2" Rebar (o); thence turning and running N 35°18'28" W for a distance of 227.01 feet to a 1/2" Rebar (o); thence turning and running N 40°01'45" W for a distance of 181.01 feet to a 1/2" Rebar (o); thence turning and running N 42°46'50" W for a distance of 137.81 feet to a 1/2" Rebar (o); thence turning and running N 36°38'41" W for a distance of 181.86 feet to a 1/2" Rebar (o); thence turning and running N 29°33'03" W for a distance of 121.18 feet to a 1/2" Rebar (o); thence turning and running N 43°09'11" W for a distance of 211.39 feet to a 1/2" Rebar (o); thence turning and running N 57°54'28" W for a distance of 50.71 feet to a 1/2" Rebar (o); thence turning and running along the Property of Now or Formerly Immo Chapin Recreation Commission. for the following bearings and distances: N 19°57'03" E for a distance of 937.87 feet to a Conc. mon. (o); thence turning and running N 22°05'58" E for a distance of 332.10 feet to a Conc. mon (o); thence turning and running N 73°15'47" W for a distance of 571.84 feet to a Conc. mon. (o); thence turning and running N 14°22'37" E for a distance of 708.49 feet to a Conc. mon. (o); thence turning and running along the property now or formerly BC Components, Inc. N 13°24'26" E for a distance of

636.33 feet to a ½" Rebar (o); thence turning and running along the Property of Now or Formerly Irmo Fire District, S 76°29'13" E for a distance of 47.54 feet to a ½" Rebar (o); thence turning and running along the Property of Now or Formerly Irmo Fire District, N 37°14'28" E for a distance of 643.48 feet to a ½" Rebar (o); thence turning and running along the Property of Now or Formerly Irmo Fire District and the Property of Now or Formerly HR Developers, LLC, in a curved line of length 271.85' feet (curve of radius 693.30 feet, chord bearing of N 44°46'08" E, chord distance of 269.28 feet) to a ½" Rebar (o); thence turning and running along the Property of Now or Formerly HR Developers, LLC in a curved line of length 208.86' feet (curve of radius 1519.40 feet, chord bearing of N 65°32'59" E, chord distance of 208.70 feet) to a ½" Rebar (o); thence turning and running along the Property Now or Formerly HR Developers, LLC, in a curved line of length 167.98' feet (curve of radius 347.20 feet, chord bearing of N 59°17'07" E, chord distance of 166.35 feet) to a ½" Rebar (o); thence turning and running along the Property of Now or Formerly HR Developers, LLC, N 47°22'43" E for a distance of 60.31 feet to an "X" on conc. (o); thence turning and running along the Southern Right-of-Way of St. Andrews Road (S-32-36), S 42°37'35" E for a distance of 50.02 feet to a "X" on conc. (o); thence turning and running along the Southern Right-of-Way of St. Andrews Road (S-32-36) S 42°41'28" E for a distance of 2066.67 feet to a 5/8" Rebar w/ cap (o) thence turning and running along the Southern Right of Way of St. Andrews Road (S-32-36) in a curved line of length 298.73' feet (curve of radius 612.96 feet, chord bearing of S 56°32'33" E, chord distance of 293.84 feet) to a 5/8" Rebar w/ cap (o); thence turning and running along the Southern Right-of-Way of St. Andrews Road (S-32-36) in a curved line of length 184.94' feet (curve of radius 605.98 feet, chord bearing of S 76°21'20" E, chord distance of 184.22 feet) to a ½" Rebar (o); thence turning and running along the Southern Right-of-Way of St. Andrews Road (S-32-36), S 85°08'00" E for a distance of 19.08 feet to a ½" Rebar (o), the POINT OF BEGINNING 1 (P.O.B.1).

LAND DESCRIPTION – PARCEL 2

Beginning at intersection of the Southern Right-of-Way of St. Andrews Road (S-32-36) and the Eastern Right-of-Way of C.N. AND L. Railroad at a ½" Rebar (o), this being the POINT OF BEGINNING 2 (P.O.B. 2); thence turning and running along the Southern Right-of-Way of St. Andrews Road (S-32-36) in a curved line of length 200.59 feet (curve of radius 1876.86 feet, chord bearing of S 79°45'39" E, chord distance of 200.50 feet) to a 5/8" Rebar w/ cap (o); thence turning and running along the Southern Right-of-Way of St. Andrews Road (S-32-36) in a curved line of length 229.28 feet (curve of radius 1869.88 feet, chord bearing of S 71°43'25" E, chord distance of 229.14 feet) to a 5/8" Rebar w/ cap (o); thence turning and running along the Southern Right-of-Way of St. Andrews Road (S-32-36), S 88°10'49" E for a distance of 154.90 feet to a ½" Rebar (o); thence turning and running along the Property of Now or Formerly Michael J. Mungo & M. J. Mungo Co. Inc., S 21°49'56" W for a distance of 301.80 feet to a 3" Pipe (o); thence turning and running along the Eastern Right-of-Way of C.N. AND L. Railroad, N 45°04'43" W for a distance of 630.51 feet to a ½" Rebar (o), the POINT OF BEGINNING 2 (P.O.B. 2).

LAND DESCRIPTION – PARCEL 3

Beginning at intersection of the Northern Right-of-Way of St. Andrews Road (S-32-36) and the Western Right-of-Way of C.N. AND L. Railroad at a 5/8" Rebar w/ cap (o), this being the POINT OF BEGINNING 3 (P.O.B. 3); thence turning and running along the Northern Right-of-Way of St. Andrews Road (S-32-36) in a curved line of length 330.74 feet (curve of radius 832.98 feet, chord bearing of N 60°27'51" W, chord distance of 325.46 feet) to a 5/8" Rebar w/ cap (o); thence turning and running along the Northern Right-of-Way of St. Andrews Road (S-32-36), N 42°41'38" W for a distance of 516.82 feet to a 5/8" Rebar w/ cap (o); thence turning and running along the Property of Now or Formerly R.J.M. Co., Inc. of Columbia, N 25°43'35" E for a

distance of 69.46 feet to a 5/8" Rebar w/ cap (o); thence turning and running along the Western Right-of-Way of C.N. AND L. Railroad S 44°45'13" E for a distance of 115.63 feet to a 5/8" Rebar w/ cap (o); thence turning and running along the Western Right-of-Way of C.N. AND L. Railroad, S 45°04'17" E for a distance of 737.37 feet to a 5/8" Rebar w/ cap (o), the POINT OF BEGINNING 3 (P.O.B. 3).

LAND DESCRIPTION – PARCEL 4

Beginning at Intersection of the Northern Right-of-Way of St. Andrews Road (S-32-36) and the Western Right-of-Way of C.N. AND L. Railroad at a 5/8" Rebar w/ cap (o); thence turning and running along the Northern Right-of-Way of St. Andrews Road (S-32-36) in a curved line of length 330.74 feet (curve of radius 532.98 feet, chord bearing of N 60°27'51" W, chord distance of 325.46 feet) to a 5/8" Rebar w/ cap (o); thence turning and running along the Northern Right-of-Way of St. Andrews Road (S-32-36), N 42°41'38" W for a distance of 516.82 feet to a 5/8" Rebar w/cap (o); thence turning and running along the Northern Right-of-Way of St. Andrews Road (S-32-36), N 42°40'07" W for a distance of 255.85 feet to a 5/8" Rebar w/ cap (o), this being the POINT OF BEGINNING 4 (P.O.B. 4); thence turning and running along the Northern Right-of-Way of St. Andrews Road (S-32-36), N 42°41'30" W for a distance of 647.12 feet to a 5/8" Rebar w/ cap (o); thence turning and running along the Property of Now or Formerly Kenneth M. Shuler, S 49°57'24" E for a distance of 33.18 feet to a 2" Pipe (o); thence turning and running along the Property of Now or Formerly Kenneth M. Shuler, S 49°55'00" E for a distance of 398.11 feet to a 3" Pipe (o); thence turning and running along the Property of Now or Formerly R.J.M. Co., Inc. of Columbia, S 28°58'29" E for a distance of 227.77 feet to a 5/8" Rebar w/ cap (o), the POINT OF BEGINNING 4 (P.O.B. 4).

LESS AND EXCEPT All improvements thereon, situate, lying and being in the State of South Carolina, County of Lexington, being shown and designated as ZIP IV C & D Building on a plat prepared for AlliedSignal Corporation-Fibers Division by Survey & Mapping Services, Inc., dated June 12, 1997, and recorded in the Office of Lexington County ROD in Record Book 4255, Page 261.

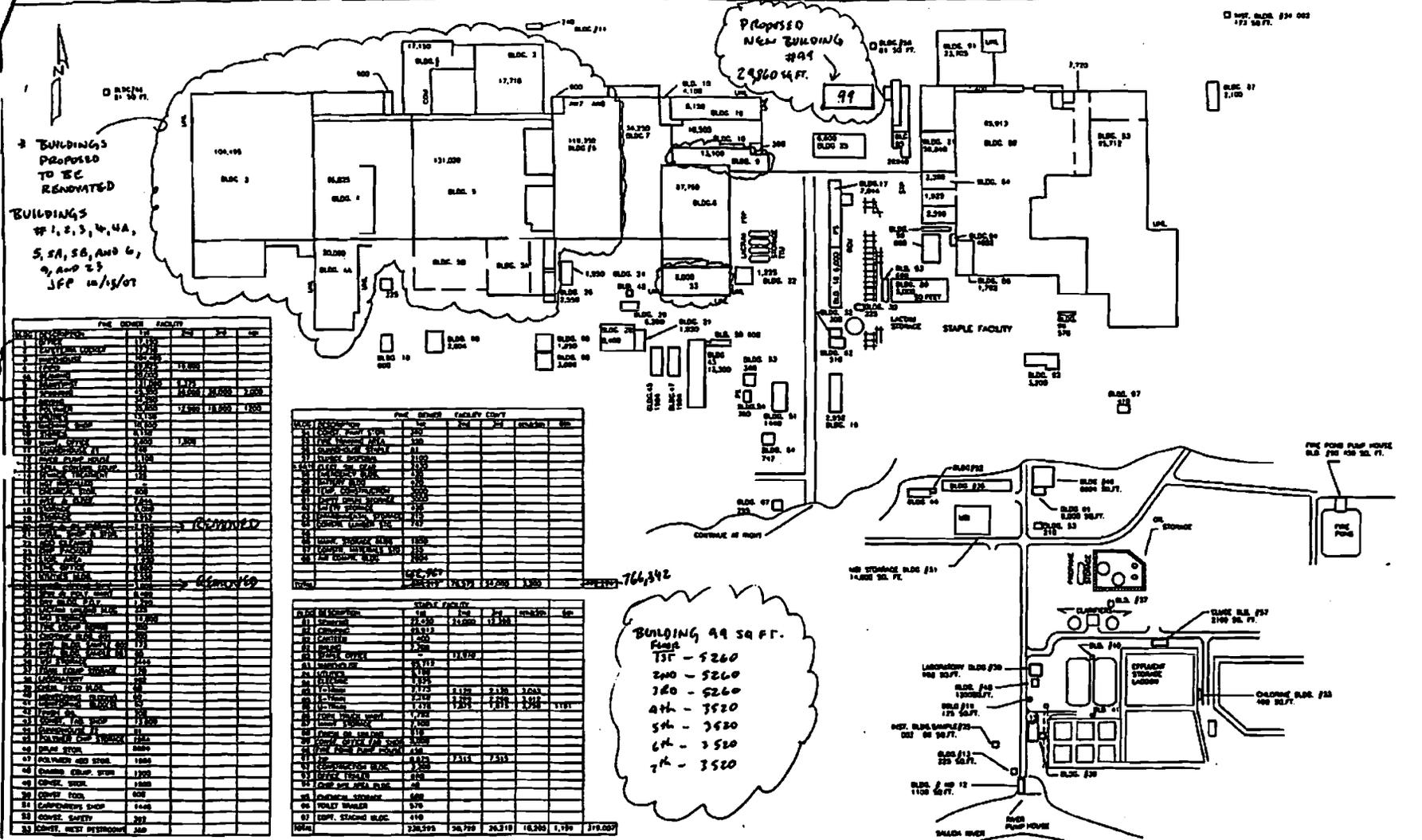
Also being shown and designated as ZIP IV C & D Building on a plat prepared for Honeywell Nylon LLC by Cox and Dinkins, Inc., dated September 9, 2005, last revised September 23, 2005 and being more particularly described by reference to said plat as follows: Beginning at the northwestern part of the property where a certain 50 foot SCE&G Gasoline Right of Way delineated as a gasoline right of way crosses St. Andrews Road.; then proceeding approximately 275 feet South of St. Andrews Road where the ZIP IV C & D Building is designated. The western portion of the building is located within the 50 foot SCE & G Right of Way and the eastern side of the building is bordered by the Party Wall Easements, all as more specifically designated in the above referenced survey.

Together with a leasehold estate in the building and improvements shown as the "New Zip IV C&D Building" on a plat dated June 12, 1997 by Survey & Mapping Services of South Carolina, Inc. recorded in book 4255 at Page 261 and being more particularly shown on Sheet 9 of a plat by J. Donald Rawls, Jr. SCPLS No. 13517 of Cox and Dinkins, Inc. prepared for Honeywell Nylon LLC by Cox and Dinkins, Inc., dated September 9, 2005, last revised September 23, 2005.

Said building and improvements having been leased by Lexington County, south Carolina, to Allied signal, Inc. by Lease Agreement, a memorandum of Lease Agreement dated July 22, 1997 recorded in Book 4255 at Page 263, thereby assigned by that certain Assignment of Certain Interests of Honeywell International Inc. in Fiat Lease Agreement, Inducement Agreement and Millage Rate Agreement and Memorandum of Lease Agreement to Honeywell

Nylon Inc. dated January 1, 2004 and recorded on January 5, 2004 in Book 8945 at Page 60 and thereby amended by that certain Amendment to Memorandum of Lease Agreement dated January 1, 2004 and recorded on January 5, 2004 in Book 8945 at page 69 in the Office of the Lexington County Register of Deeds and thereby amended by that certain Second Amendment to Memorandum of Lease Agreement and consent, dated June 30, 2004 in Book 9542, Page 247 in the Office of the Lexington County Register of Deeds and thereby amended by that Amendment to, and Assignment of certain interests of Honeywell Nylon LLC in, the FILOT Lease Agreement, Inducement Agreement and Millage Rate Agreement, and Memorandum of Lease Agreement, dated October 29, 2005 and recorded October 31, 2005 in Book 10585, Page 207 in the Office of Lexington County Register of Deeds.

EXHIBIT B



BUILDINGS PROPOSED TO BE RENOVATED
 BUILDINGS #1, 2, 3, 4, 4A, 5, 5A, 5B, AND 6, 9, AND 23
 JFC 10/15/07

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NO.	DESCRIPTION	10	20	30	40	REMARKS	NO.
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