

AGENDA
LEXINGTON COUNTY COUNCIL
Committee Meetings
Tuesday, July 22, 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.**

12:30 p.m. - 1:30 p.m. - Economic Development

- (1) **CMC** - Economic Development - Chuck Whipple, Senior Project Manager
 - a) Inducement Resolution for the Approval of Fee in Lieu of Tax and Special Source Tax Credit Agreement with CMC.....**A**
 - b) Ordinance 08-09 - An Ordinance for the Approval of a Fee in Lieu of Tax and Special Source Tax Credit Agreement with CMC - 2nd Reading**B**
- (2) **Home Depot** - Economic Development - Chuck Whipple, Senior Project Manager
 - a) Inducement Resolution for the Approval of a Special Source Tax Credit Incentive Agreement with Home Depot.....**C**
 - b) Ordinance 08-13 - An Ordinance for the Approval of a Special Source Tax Credit Incentive Agreement with Home Depot - 1st Reading**D**
- (3) Batesburg-Leesville Industrial Park Update (Project Fish Bowl aka Project Wind) - Economic Development - Chuck Whipple, Senior Project Manager and Tracy McMillan, Central Alliance Project Manager
- (4) Approval of First Amendment to Incentive Agreement with 321 Lexington Associates, LLC.....**E**
- (5) Approval of Minutes - Meeting of June 12, 2008.....**F**
- (6) Old Business/New Business
- (7) Adjournment

1:30 p.m. - 1:40 p.m. - Planning & Administration

- (1) Zoning Text Amendment T08-06 - To Amend the Lexington County Zoning Ordinance for the Purpose of Defining the Qualifications for Those Who May Request Map or Text Amendments - 2nd Reading **G**
- (2) Zoning Map Amendment M08-04 - East Side of Garden Valley Lane and South of the CSX Railroad - 2nd Reading..... **H**
- (3) Approval of Minutes - Meetings of May 27 and June 12, 2008.....**I**
- (4) Old Business/New Business - Land Use Growth
- (5) Adjournment

1:40 p.m. - 1:45 p.m. - Justice

- (1) Approval of Minutes - Meeting of May 27, 2008.....**J**
- (2) Old Business/New Business - City of Columbia Bond Court Cases
- (3) Adjournment

1:45 p.m. - 2:15 p.m. - Health & Human Services

- (1) FY 09 Hazardous Materials Emergency Planning (HMEP) Grant Application (Goals 1,3) –
Public Safety/Emergency Preparedness - Mike McMasters, Emergency Response
Coordinator **K**
- (2) Private/Public Pet Services Request for Proposals (Goals 1,3)..... **L**
- (3) Approval of Minutes - Meetings of May 27 and June 12, 2008..... **M**
- (4) Old Business/New Business - No Smoking Ban
- (5) Adjournment

2:15 p.m. - 3:15 p.m. - Public Works

- (1) 2009 State Match Program (SMP 09) (Goals 1,2,3) - Public Works - John Fechtel, Director..... **N**
- (2) Taylor Road/City of Cayce Request - Public Works - John Fechtel, Director **O**
- (3) Town of Irmo Request - “C” Funds - Public Works - John Fechtel, Director..... **P**
- (4) Road Maintenance Fee Discussion (Goal 3) - Public Works - John Fechtel, Director **Q**
- (5) Approval of Easement Termination - Public Works - John Fechtel, Director **R**
- (6) Early Action Compact Support Letter (Goal 2) - Public Works - Synithia Williams,
Environmental Coordinator **S**
- (7) Approval of Minutes - Meeting of May 27 and June 12, 2008 **T**
- (8) Old Business/New Business - Policy for Skip Paving, Road Right-of-Way Issues, Traffic
Congestion
- (9) Adjournment

3:15 p.m. - 3:20 p.m. - Airport

- (1) Approval of Minutes - Meeting of June 12, 2008..... **U**
- (2) Old Business/New Business
- (3) Adjournment

3:20 p.m. - 3:25 p.m. - Solid Waste

- (1) Approval of Minutes - Meeting of June 12, 2008 **V**
- (2) Old Business/New Business
- (3) Adjournment

3:25 p.m. - 4:15 p.m. - Committee of the Whole

- (1) Master-In-Equity Staffing Request - Master-In-Equity - The Honorable James Spence **W**
- (2) Franchised Solid Waste Collection/Disposal - Solid Waste Management - Dave Eger,
Director **X**
- (3) Strategic Visioning Update - Katherine Hubbard, County Administrator
- (4) Approval of Minutes - Meeting of June 12, 2008..... **Y**
- (5) Old Business/New Business
- (6) Adjournment

Economic Development

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

Justice

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

Public Works

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

Solid Waste

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

Planning & Administration

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

Health & Human Services

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

Airport

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

Committee of the Whole

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

A G E N D A
LEXINGTON COUNTY COUNCIL
Tuesday, July 22, 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

Presentation of Resolution for Alive@25 - Presented by The Honorable Nikki Haley,
House of Representatives

Chairman's Report

Administrator's Report

Employee Recognition - Katherine Hubbard, County Administrator

Presentation of Resolution

- (1) Lewis A. McCarty - Presented by Councilman Banning
- (2) The Town of Irmo, The Town of Irmo's Arbor Day Committee and Staff - Presented by Councilmen Carrigg and Jeffcoat

Presentation of Certificate

- (1) James E. Murray - Presented by Councilman Banning

Resolution Z

- (1) College Colors Day in Lexington County

Appointments 1

Bids/Purchases/RFPs

- (1) Office Supplies - Term Contract - Central Stores 2
- (2) Three (3) Scanners - Clerk of Court..... 3
- (3) Forty (40) Personal Computers/Monitors and Six (6) Laptops - Library Services..... 4
- (4) Two (2) Microfilm Printer Readers - Library Services..... 5
- (5) Software Development - Public Safety/911 Communications Center 6
- (6) Ten (10) Laptops with Accessories (Replacements) - Solicitor..... 7
- (7) Sixty-two (62) Dell OptiPlex Desktop Computers & Flat Panel Monitors (Replacements &

Additions) - Various Departments/Information Services.....	8
(8) Fleet Vehicle Addition/Replacements - Various Departments	9
(9) Polo, Tee, Golf, and Sweat Shirts - Term Contract - Various Departments	10
(10) Request for Approval to Utilize Competitive Sealed Proposals Process for Annual Contract to Print/Process/Mail County Tax Forms.....	11
(11) Caterpillar Compactor Caron Wheel Tips.....	12
(12) Private/Public Pet Services Request for Proposals - Tab L	
(13) Franchised Solid Waste Collection/Disposal - Solid Waste Management - Tab X	

Approval of Minutes - Meeting of June 12, 2008.....	13
--	----

Zoning Amendments

(1) Zoning Map Amendment M08-07 - White Water Drive, Portion of Rocky Ramp Drive and Launch Court - 1 st Reading by Title.....	14
(2) Zoning Map Amendment M08-08 - Three Oak Lane and Water Oak Trail - 1 st Reading by Title	15

Committee Reports

Economic Development, S. Davis, Chairman

- (1) **CMC**
 - a) Inducement Resolution for the Approval of Fee in Lieu of Tax and Special Source Tax
 Credit Agreement with CMC - **Tab A**
 - b) Ordinance 08-09 - An Ordinance for the Approval of a Fee in Lieu of Tax and Special
 Source Tax Credit Agreement With CMC - 2nd Reading - **Tab B**
- (2) **Home Depot**
 - a) Inducement Resolution for the Approval of a Special Source Tax Credit Incentive
 Agreement with Home Depot - **Tab C**
 - b) Ordinance 08-13 - An Ordinance for the Approval of a Special Source Tax Credit
 Incentive Agreement with Home Depot - 1st Reading - **Tab D**
- (3) Approval of First Amendment to Incentive Agreement with 321 Lexington Associates,
 LLC - **Tab E**

Planning & Administration, J. Jeffcoat, Chairman

- (1) Zoning Text Amendment T08-06 - To Amend the Lexington County Zoning Ordinance for
 the Purpose of Defining the Qualifications for Those Who May Request Map or Text
 Amendments - 2nd Reading - **Tab G**
- (2) Zoning Map Amendment M08-04 - East Side of Garden Valley Lane and South of the CSX
 Railroad - 2nd Reading - **Tab H**

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

- (1) FY 09 Hazardous Materials Emergency Planning (HMEP) Grant Application - **Tab K**

Public Works, D. Summers, Chairman

- (1) 2009 State Match Program (SMP 09) - **Tab N**
- (2) Taylor Road/City of Cayce Request - **Tab O**
- (3) Town of Irmo Request - "C" Funds - **Tab P**
- (4) Approval of Easement Termination - **Tab R**
- (5) Early Action Compact Support Letter - **Tab S**

Committee of the Whole, B. Derrick, Chairman

- (1) Master-In-Equity Staffing Request - **Tab W**

6:00 P.M. - Public Hearing

- (1) Ordinance 08-12 - An Ordinance to Amend Ordinance No. 95-12 as Amended by Subsequent Ordinances Relating to the Joint County Industrial Park of Lexington and Calhoun Counties as to Enlarge the Park to Add Certain Property Owned or Leased by Home Depot16

Ordinance

- (1) Ordinance 08-12 - An Ordinance to Amend Ordinance No. 95-12 as Amended by Subsequent Ordinances Relating to the Joint County Industrial Park of Lexington and Calhoun Counties as to Enlarge the Park to Add Certain Property Owned or Leased by Home Depot - 3rd and Final Reading - **Tab 16**

Budget Amendment Resolutions

OLD BUSINESS/NEW BUSINESS

EXECUTIVE SESSION/LEGAL BRIEFING

MATTERS REQUIRING A VOTE AS A RESULT OF EXECUTIVE SESSION

ADJOURNMENT

<p>GOALS</p> <ol style="list-style-type: none"> 1. Provide for public services to citizens of Lexington County. 2. Manage growth to meet needs of Lexington County. 3. Provide innovative Financial Management.
--

- 1. Provide for public services to citizens of Lexington County.**
- 2. Manage growth to meet needs of Lexington County.**
- 3. Provide innovative Financial Management.**

**LEXINGTON COUNTY
RESOLUTION NO. _____**

A RESOLUTION AUTHORIZING (1) THE EXECUTION AND DELIVERY OF A FEE IN LIEU OF TAX AND INCENTIVE AGREEMENT (THE "INCENTIVE AGREEMENT") BETWEEN LEXINGTON COUNTY, SOUTH CAROLINA ("THE COUNTY") AND OWEN ELECTRIC STEEL COMPANY OF SOUTH CAROLINA D/B/A CMC STEEL SOUTH CAROLINA, ACTING FOR ITSELF OR AN AFFILIATE OR OTHER PROJECT SPONSOR, (COLLECTIVELY, THE "COMPANY"), WHEREBY, UNDER CERTAIN CONDITIONS, THE COUNTY SHALL GRANT INCENTIVES TO THE COMPANY IN CONNECTION WITH THE EXPANSION OF CERTAIN MANUFACTURING FACILITIES IN THE COUNTY (THE "EXPANSION PROJECT"); (2) THE COUNTY TO COVENANT IN SUCH INCENTIVE AGREEMENT TO ACCEPT CERTAIN FEES IN LIEU OF AD VALOREM TAXES WITH RESPECT TO THE EXPANSION PROJECT; (3) SPECIAL SOURCE CREDITS TO REIMBURSE THE COMPANY FOR A PORTION OF THE COSTS OF CERTAIN INFRASTRUCTURE OR REAL PROPERTY COSTS INCURRED IN CONNECTION WITH THE EXPANSION PROJECT; (4) THE BENEFITS OF A MULTI-COUNTY PARK TO BE MADE AVAILABLE TO THE COMPANY; AND (5) OTHER MATTERS RELATING THERETO.

WHEREAS, Lexington County, South Carolina (the "County"), acting by and through its County Council (the "County Council"), is authorized and empowered under and pursuant to the provisions of the Code of Laws of South Carolina, 1976, as amended, through the date hereof (the "Code"), particularly Title 12, Chapter 44 (the "Simplified FILOT Act"); and Title 4, Chapter 1 of the Code (the "Multi-County Park Act" or, as to Section 4-1-175 thereof, the "Special Source Act") (collectively, the "Act") and by Article VIII, Section 13 of the South Carolina Constitution: (i) to enter into agreements with certain investors to construct, operate, maintain, and improve industrial and commercial facilities through which the economic development of the State of South Carolina (the "State") will be promoted by inducing manufacturing and commercial enterprises to locate, remain, and expand in the State and thus utilize and employ the manpower, agricultural products and natural resources of the State; (ii) to covenant with such investors to accept certain fee in lieu of *ad valorem* tax ("FILOT") payments with respect to such facilities; (iii) to permit investors to claim special source credits against their FILOT payments ("Special Source Credits") to reimburse such investors for expenditures in connection with infrastructure serving the County and improved or unimproved real estate used in the operation of a manufacturing or commercial enterprise in order to enhance the economic development of the County (such infrastructure and real property hereinafter referred to as "Special Source Improvements"); and (iv) to create, in conjunction with one or more other counties, a multi-county industrial park in order to afford certain enhanced income tax credits to such investors and facilitate the grant of the Special Source Credits; and

WHEREAS, Owen Electric Steel Company of South Carolina d/b/a CMC Steel South Carolina, a corporation organized and existing under the laws of the State of South Carolina (the “Company”), is considering significant investment in the County through the expansion of its existing steel manufacturing facilities located in the County (the “Expansion Project”), and the Company anticipates that, should its plans proceed as expected, it will invest or cause to be invested at least \$29,500,000 at the Expansion Project and create a substantial number of direct and indirect jobs within the County and surrounding areas; and

WHEREAS, the County, having given due consideration to the economic development impact of the Expansion Project, has determined on the basis of the information supplied to it by the Company that the Expansion Project would subserve the purposes of the Act and, would be directly, indirectly and substantially beneficial to the County, the taxing entities of the County and the citizens and residents of the County due to the investment and job creation by the Company, which contribute to the tax base and the economic welfare of the County, and, accordingly, the County wishes to induce the Company to undertake the Expansion Project by offering the incentives set forth herein, to be documented in a fee in lieu of tax and incentive agreement between the County and the Company (the “Incentive Agreement”); and

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

Section 1. It is hereby found, determined and declared as follows:

(a) The Company is an industry which is engaged in the business of manufacturing steel, and the Expansion Project will be located in the County; and

(b) The Expansion Project will constitute a “project” as such term is referred to and defined in the Act and will subserve the purposes of the Act; and

(c) The issuance of special source credits by the County to defray the cost of certain Special Source Improvements as authorized hereinbelow will subserve the purpose and in all respects conform to the provisions of and requirements of the Act; and

(d) The Expansion Project will directly and indirectly benefit the general public welfare of the State, and the County in particular, by creating substantial investment and jobs and by substantially increasing the tax base for the County, with a resulting alleviation of unemployment and a substantial increase in payrolls and other public benefits incident to the conduct of such businesses not otherwise provided locally; and by providing services, employment, recreation, or other public benefits not otherwise adequately provided locally; and

(e) The purposes to be accomplished by the Expansion Project are proper governmental and public purposes; the inducements to locate or expand the Expansion Project within the State is of paramount importance; and the benefits of the Expansion Project are greater than the cost; and

(f) Neither the Expansion Project, nor any agreements to be entered into in connection with the Expansion Project, the special source credits, nor any documents or

agreements entered into by the County in connection therewith, will constitute or give rise to a pecuniary liability of the County or a charge against its general credit or taxing power, except for the FILOT pledged to secure the Special Source Credits.

Section 2.

(a) The County hereby agrees to enter into an Incentive Agreement with the Company whereby the Company will agree to invest or cause to be invested not less than \$29,500,000 (without regard to depreciation or other diminution in value) on or before August 31, 2013 with respect to the Expansion Project and to maintain at least \$29,500,000 of investment in such assets (without regard to depreciation or other diminution in value) for the balance of the term of the Incentive Agreement, and the County will agree to accept negotiated FILOT payments with respect to the Expansion Project to be calculated as set forth hereinbelow and in the Incentive Agreement.

(b) The negotiated FILOT shall be determined using: (1) an assessment ratio of 6%, (2) the millage rate of 318.9 mills, which is the millage rate currently in effect with respect to the Expansion Project site, which rate shall remain fixed for the term of the Incentive Agreement; (3) the fair market value of the Expansion Project determined in accordance with the Act; and (4) and such other terms and conditions as are specified in the form of Incentive Agreement presented to this meeting. The negotiated FILOT shall extend to all Economic Development Property (as defined in the Incentive Agreement) placed in service during the period commencing on September 1, 2007 and ending on August 31, 2013, unless extended by the County in its sole discretion (the "Expansion Project Investment Period").

(c) The County agrees, as an additional incentive to induce the Company to locate the Expansion Project within the County, and in consideration of, and as reimbursement for, the Company's investment in certain Special Source Improvements as authorized by the Act, and in consideration of the Company's investment of \$5,600,000 during its fiscal year ending August 31, 2007 with respect to the Expansion Project, to provide to the Company annual Special Source Credits in an annual amount equal to \$60,000 for each of the first five (5) annual negotiated FILOT payments with respect to the Expansion Project. To the extent that the Company invests or causes to be invested at least \$50,000,000 (without regard to depreciation or other diminution in value) at the Expansion Project by August 31, 2013, the Company shall be entitled to additional annual Special Source Credits ("Additional Credits") in an amount equal to fifteen percent (15%) of each of the first five (5) annual negotiated FILOT payments with respect to the Expansion Project following the Company's certification to the County that it has reached such level of investment (the "Additional Credit Period"). In the event that the Company's investment at the Expansion Project reaches at least \$60,000,000 (without regard to depreciation or other diminution in value) prior to the end of the Additional Credit Period, the Additional Credits shall be increased to twenty percent (20%) for the balance of the Additional Credit Period. The amount and methodology of the Special Source Credits shall be subject to the terms and conditions set forth in the Incentive Agreement. In accordance with the Special Source Act, the Special Source Credits authorized herein shall not, in the aggregate, exceed the aggregate cost of Special Source Improvements funded from time to time by the Company and any Co-investors (as defined herein), and the Special Source Credits authorized herein shall be subject in all respects to the provisions of the Special Source Act.

(d) Investment in the County by the Company and by any affiliates of the Company and by other persons pursuant to financing arrangements described in Section 12-44-120 of the Code (collectively, "Co-Investors") shall, to the extent permitted by law, count toward all investment requirements set forth herein and in the Act. In addition to the amounts invested by the Company and all Co-Investors with respect to the Expansion Project during the Expansion Project Investment Period, amounts invested by the Company and all Co-Investors with respect to the Expansion Project during the Company's fiscal year ending August 31, 2007 shall count toward all contractual investment requirements set forth herein or in the Incentive Agreement.

Section 3. The County will diligently take all reasonable acts to insure that the Expansion Project will be included, and will remain, within the boundaries of a multi-county industrial or business park pursuant to the provisions of the Multi-County Park Act on terms which provide, for all jobs created at the Expansion Project during the Expansion Project Investment Period, any additional jobs tax credit afforded by the laws of the State for projects located within multi-county industrial or business park and which facilitate the Special Source Credits described in Section 2(c) hereof. To the extent that any portion of the Expansion Project is located within the jurisdictional limits of a municipality, the County's designation of such portion of the Expansion Project as part of the Multi-County Park is subject to approval by such municipality under the Multi-County Park Act.

Section 4. The provisions, terms, and conditions of the Incentive Agreement shall be subject to approval by subsequent Ordinance of the County Council. The Incentive Agreement is to be in substantially the form customarily used by the County for similar transactions with such changes therein as shall be approved by said Ordinance.

Section 5. The Chairman of the Council and the Clerk to Council, for and on behalf of the County, are hereby each authorized, empowered, and directed to do any and all things necessary or proper to effect the performance of all obligations of the County under and pursuant to this Resolution.

Section 6. The execution and delivery of the Incentive Agreement are subject to enactment by the Council of an ordinance authorizing the same and, in conjunction therewith, compliance with the provisions of the Home Rule Act regarding the procedural requirements for enacting ordinances.

Section 7. All orders, resolutions, and parts thereof in conflict herewith are to the extent of such conflict hereby repealed. This Resolution shall take effect and be in full force upon adoption by the Council.

[End of Resolution]

Done in meeting duly assembled July 22, 2008.

LEXINGTON COUNTY, SOUTH CAROLINA

By: _____
William C. Derrick, Chairman, County Council
Lexington County, South Carolina

[SEAL]

Attest:

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

PRELIMINARY
FEE IN LIEU OF TAX AND INCENTIVE AGREEMENT

, pertaining to re-documentation of incentive arrangements set forth in that certain Lease Purchase Agreement dated as of August 1, 1999 between Lexington County, South Carolina and Owen Electric Steel Company of South Carolina d/b/a CMC Steel South Carolina (f/k/a SMI Steel South Carolina) and to incentive arrangements with respect to an expansion project,

between

LEXINGTON COUNTY, SOUTH CAROLINA

and

OWEN ELECTRIC STEEL COMPANY OF SOUTH CAROLINA D/B/A
CMC STEEL SOUTH CAROLINA

Dated as of August 1, 2008

THIS FEE IN LIEU OF TAX AND INCENTIVE AGREEMENT IS EXECUTED BY THE PARTIES PURSUANT TO THAT CERTAIN RESOLUTION OF THE COUNTY COUNCIL OF LEXINGTON COUNTY, SOUTH CAROLINA (THE "COUNTY") ADOPTED [AUGUST __], 2008, AND THAT CERTAIN ORDINANCE OF THE COUNTY COUNCIL OF THE COUNTY ENACTED [____], 2008, AND SHALL BE CONSIDERED PRELIMINARY UNTIL ENACTMENT OF SUCH ORDINANCE. THE OBLIGATIONS OF THE COUNTY HEREUNDER ARE SUBJECT TO THE REQUIREMENTS OF THE ACT (AS DEFINED HEREIN).

ARTICLE I	DEFINITIONS.....	2
	Section 1.01. Definitions.....	2
	Section 1.02. References to Agreement.....	8
ARTICLE II	REPRESENTATIONS AND WARRANTIES.....	9
	Section 2.01. Representations and Warranties by County.....	9
	Section 2.02. Representations and Warranties by Company.....	10
ARTICLE III	RE-DOCUMENTATION OF INCENTIVES PERTAINING TO ORIGINAL PROJECT	10
	Section 3.01. Replacement of Lease and Related Documents.....	10
	Section 3.02. Conveyance by the County to the Company of Original Project and Other Leased Property.....	10
ARTICLE IV	COVENANTS OF COUNTY.....	11
	Section 4.01. Agreement to Accept FILOT Payments	11
	Section 4.02. Special Source Credits.....	11
	Section 4.03. Multi-County Park Designation.....	12
	Section 4.04. Commensurate Benefits.....	12
ARTICLE V	COVENANTS OF COMPANY	13
	Section 5.01. Investment in Project.....	13
	Section 5.02. Title to Project.....	13
	Section 5.03. Modification of Project.....	14
	Section 5.04. Funding for Special Source Improvements.....	14
	Section 5.05. Failure to Comply with Expansion Project Contractual Requirement.....	14
	Section 5.06. Payment of Administration Expenses.....	15
	Section 5.07. Use of Project for Lawful Activities.....	15
	Section 5.08. Maintenance of Existence.....	15
	Section 5.09. Records and Reports	16
ARTICLE VI	FEES IN LIEU OF TAXES.....	17
	Section 6.01. Payment of Fees in Lieu of Ad Valorem Taxes.....	17
	Section 6.02. Statutory Lien.....	22
ARTICLE VII	THIRD PARTY ARRANGEMENTS	22
	Section 7.01. Conveyance of Liens and Interests; Assignment.....	22

Section 7.02.	Sponsors and Sponsor Affiliates	23
ARTICLE VIII	TERM; TERMINATION.....	24
Section 8.01.	Term.....	24
Section 8.02.	Termination.....	24
ARTICLE IX	EVENTS OF DEFAULT AND REMEDIES	24
Section 9.01.	Events of Default by Company.....	24
Section 9.02.	Remedies on Event of Default by Company.....	25
Section 9.03.	Defaulted Payments	25
Section 9.04.	Application of Monies upon Enforcement of Remedies against Company	25
Section 9.05.	Default by County.....	26
ARTICLE X	MISCELLANEOUS	26
Section 10.01.	Rights and Remedies Cumulative.....	26
Section 10.02.	Successors and Assigns.....	26
Section 10.03.	Notices; Demands; Requests.....	26
Section 10.04.	Applicable Law	27
Section 10.05.	Entire Understanding	27
Section 10.06.	Severability	27
Section 10.07.	Headings and Table of Contents; References	28
Section 10.08.	Multiple Counterparts	28
Section 10.09.	Amendments	28
Section 10.10.	Waiver.....	28
Section 10.11.	Further Proceedings	28
EXHIBIT A	LEGAL DESCRIPTION	A-1
EXHIBIT B-1	CERTIFICATION OF OWEN ELECTRIC STEEL COMPANY OF SOUTH CAROLINA REGARDING SPECIAL SOURCE CREDITS (ORIGINAL PROJECT)	B-1
EXHIBIT B-2	CERTIFICATION OF OWEN ELECTRIC STEEL COMPANY OF SOUTH CAROLINA REGARDING SPECIAL SOURCE CREDITS (EXPANSION PROJECT).....	B-2

PRELIMINARY FEE IN LIEU OF TAX AND INCENTIVE AGREEMENT

THIS PRELIMINARY FEE IN LIEU OF TAX AND INCENTIVE AGREEMENT (this "Agreement" dated as of August 1, 2008, between LEXINGTON COUNTY, SOUTH CAROLINA (the "County"), a body politic and corporate and a political subdivision of the State of South Carolina, and OWEN ELECTRIC STEEL COMPANY OF SOUTH CAROLINA D/B/A CMC STEEL SOUTH CAROLINA, a corporation organized and existing under the laws of the State of South Carolina formerly D/B/A SMI STEEL SOUTH CAROLINA, acting for itself, any affiliates or other project sponsors (the "Company");

WITNESSETH:

WHEREAS, Lexington County, South Carolina (the "County"), acting by and through its County Council (the "County Council"), is authorized and empowered under and pursuant to the provisions of the Code of Laws of South Carolina, 1976, as amended through the date hereof (the "Code"), particularly Title 12, Chapter 44 (the "Simplified FILOT Act") and Title 4, Chapter 1 of the Code (the "Multi-County Park Act" or, as to Section 4-1-175 thereof, the "Special Source Act") (collectively, the "Act") and by Article VIII, Section 13 of the South Carolina Constitution: (i) to enter into agreements with certain investors to construct, operate, maintain, and improve industrial and commercial facilities through which the economic development of the State of South Carolina (the "State") will be promoted by inducing manufacturing and commercial enterprises to locate, remain, and expand in the State and thus utilize and employ the manpower, agricultural products and natural resources of the State; (ii) to covenant with such investors to accept certain fee in lieu of *ad valorem* tax ("FILOT") payments with respect to such properties; (iii) to permit investors to claim special source credits against their FILOT payments ("Special Source Credits") to reimburse such investors for expenditures in connection with infrastructure serving the County and improved or unimproved real estate used in the operation of a manufacturing or commercial enterprise in order to enhance the economic development of the County; and (iv) to create, in conjunction with one or more other counties, a multi-county industrial or business park (a "Multi-County Park") in order to afford certain enhanced income tax credits to such investors and facilitate the grant of the Special Source Credits; and

WHEREAS, the Company is considering significant investment in the County through the expansion of its steel manufacturing facilities located in the County (the "Expansion Project"), and the Company anticipates that, should its plans proceed as expected, it will invest or cause to be invested at least \$29,500,000 in connection with the Expansion Project and will create a substantial number of direct and indirect jobs within the County and surrounding areas; and

WHEREAS, the County has determined that the Expansion Project will subserve the purposes of the Act and has made certain findings pertaining thereto in accordance with the Act; and

WHEREAS, in accordance with such findings and determinations and in order to induce

the Company to locate the Expansion Project in the County, the County adopted a Resolution on [July, 22], 2008, pursuant to which authorization the County approved the FILOT benefits, Special Source Credits, Multi-County Park benefits and other incentives set forth herein; and

WHEREAS, the Company previously acquired by construction and purchase certain facilities used to manufacture steel at its then existing facility in the County (the “Original Project”); and

WHEREAS, by Ordinance No. 99-12 duly adopted by the County Council on August 24, 1999, the County, being authorized and empowered under and pursuant to the Code, particularly Title 4, Chapter 29 thereof (the “Original FILOT Act), the Special Source Act, and the Multi-County Park Act agreed to provide certain incentives to the Company in connection with the Original Project pursuant to that certain Lease Purchase Agreement between the County and the Company dated as of August 1, 1999 (the “Lease”); and

WHEREAS, in order to defray the costs of acquiring the Original Project, the County issued its \$175,000,000 maximum principal amount Industrial Revenue Bond, Series 1999 (SMI Steel South Carolina Project) (the “Bond”) to the Company pursuant to the Original FILOT Act and the Lease; and

WHEREAS, pursuant to such arrangements, the County acquired title to the Original Project from the Company and leased the Original Project back to the Company pursuant to the Lease; and

WHEREAS, pursuant to Section 12-44-170(B) of the Simplified FILOT Act, the County and the Company have determined to re-document the FILOT and other incentive arrangements specified in the Lease and, in connection therewith, the County will convey to the Company its right, title and interest in and to the Original Project; the Company will cancel the Bond; and the parties will replace the Lease and related documents in their entirety with this Agreement; and

WHEREAS, the County has determined that it is in the best interest of the County to enter into this Agreement with the Company subject to the terms and conditions set forth herein.

NOW, THEREFORE, in consideration of the premises; the potential jobs and investment to be created by the Company which contribute to the tax base and the economic welfare of the County; the respective representations and agreements hereinafter contained; and the sum of \$10.00 in hand, duly paid by the Company to the County, the receipt and sufficiency of which are hereby acknowledged, the County and the Company agree as follows:

ARTICLE I

DEFINITIONS

Section 1.01. Definitions. In addition to the words and terms elsewhere defined in this Agreement, the following words and terms as used herein and in the preambles hereto shall

have the following meanings unless the context or use indicates another or different meaning or intent.

"Act" shall mean, collectively, the Simplified FILOT Act, the Multi-County Park Act and the Special Source Act.

"Administration Expenses" shall mean the reasonable and necessary expenses incurred by the County in the fulfillment of its obligations under this Agreement and in the implementation of its terms and provisions, including attorneys' fees at the hourly rates which are standard for the applicable legal services to the County, but excluding expenses incurred by the County in defending either challenges to the incentives provided herein by third parties or suits brought by the Company under **Section 9.05** hereof; provided, however, that no such expense shall be considered an Administration Expense unless the County and the Company shall have first agreed, prior to the County incurring such expense, as to the maximum amount thereof or as to the basis for which such expenses will be incurred, and that the County shall have furnished to the Company an itemized statement of all expenses incurred and provided, further, that nothing herein shall be construed as prohibiting the County from engaging the counsel of its choice for matters deemed necessary and prudent by the County.

"Affiliate" shall mean any corporation, limited liability company, partnership or other Person or entity which owns all or part of the Company or which is owned in whole or in part by the Company or by any partner, shareholder or owner of the Company.

"Agreement" shall mean this Preliminary Fee in Lieu of Tax and Incentive Agreement as originally executed and from time to time supplemented or amended as permitted herein as security for the County's obligation under the Bond.

"Assignment" shall mean that certain Assignment Agreement entered into by and between the County and the Company in connection with the Original Project.

"Bond" shall mean the \$175,000,000 maximum principal amount Lexington County, South Carolina Industrial Revenue Bond, Series 1999 (SMI Steel South Carolina Project) issued by the County to the Company in accordance with the provisions of the Lease and the Original FILOT Act.

"Code" shall mean the Code of Laws of South Carolina, 1976, as amended through the date hereof unless the context clearly requires otherwise.

"Co-Investor" shall mean any Sponsor or Sponsor Affiliate within the meaning of Sections 12-44-30(A)(18) and (19) of the Code, any Affiliate of the Company or of any such Sponsor or Sponsor Affiliate, any developer in a build-to-suit arrangement with respect to the Original Project or the Expansion Project, as the case may be, any lessor of equipment or other property comprising a part of the Original Project or the Expansion Project, as the case may be, any financing entity or other third party investing in or providing funds for the Original Project or the Expansion Project, as the case may be. The Company shall notify the County in writing of the identity of any other Co-Investor and shall, to the extent the Company and any such Co-

Investor intend to extend the benefits of the Negotiated FILOT to property owned by or leased to such Co-Investor pursuant to **Section 7.02** hereof, qualify such Co-Investor as a Sponsor or Sponsor Affiliate pursuant to the Simplified FILOT Act. As of the date of original execution and delivery of this Agreement, the only Co-Investors with respect to the Expansion Project are: (1) CMC Steel Fabricators, Inc. d/b/a CMC Joist & Deck; (2) Owen Industrial Products, Inc. d/b/a CMC Metal Recycling; and (3) Owen Electric Steel Company of South Carolina d/b/a Spray Forming International. There are currently no Co-Investors with respect to the Original Project.

"Company" shall mean Owen Electric Steel Company of South Carolina d/b/a CMC Steel South Carolina, a South Carolina corporation formerly d/b/a SMI Steel South Carolina, and any surviving, resulting, or transferee entity in any merger, consolidation or transfer of assets permitted under **Sections 5.08 or 7.01** hereof or any other assignee hereunder which is designated by the Company and approved by the County.

"Council" shall mean the governing body of the County and its successors.

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

"Deficiency Payment" shall have the meaning specified in **Section 6.01(e)** hereof.

"Department of Revenue" shall mean the South Carolina Department of Revenue.

"Economic Development Property" shall mean, with respect to the Original Project, each item of real and tangible personal property comprising the Original Project which was placed in service during the Original Project Investment Period and, with respect to the Expansion Project, each item of real and tangible personal property comprising the Expansion Project which will be placed in service during the Expansion Project Investment Period; provided, however, that, in each case such property must meet the requirements of Sections 12-44-30(6) and 12-44-40(C) of the Code, and in each case Non-Qualifying Property is specifically excluded.

"Event of Default" shall mean an Event of Default, as set forth in **Section 9.01** hereof.

"Existing Property" shall mean property proscribed from becoming Economic Development Property under this Agreement pursuant to Section 12-44-110 of the Code, including without limitation property which has been subject to *ad valorem* taxes in the State prior to commencement of the Original Project Investment Period or after the Original Project Investment Period and prior to the Expansion Project Investment Period, as the case may be, and property included in the Project as part of the repair, alteration, or modification of such previously taxed property; provided, however, that Existing Property shall not include: (a) the Land; (b) property acquired or constructed by or on behalf of the Company during the Original Project Investment Period or the Expansion Project Investment Period, as the case may be, which has not been placed in service in this State prior to the Original Project Investment Period or the Expansion Project Investment Period, as applicable, notwithstanding that *ad valorem* taxes have heretofore been paid with respect to such property; (c) property purchased by or on behalf of the Company during the Original Project Investment Period or the Expansion Project Investment Period, as the case may be, in a transaction other than between any of the entities

specified in Section 267(b) of the Internal Revenue Code, as defined under Chapter 6 of Title 12 of the Code as of the time of the transfer, to the extent that the Company invests, or causes to be invested, at least an additional \$45,000,000 in the Original Project or the Expansion Project, as applicable, exclusive of the property identified in this clause (c); (d) modifications which constitute an expansion of the real property portion of the Existing Property, all as determined pursuant to Section 12-44-110 of the Code; or (e) Replacement Property.

"Expansion Project" shall mean: (i) that portion of the Land described on **Exhibit A** hereto as land added to the Project as part of the Expansion Project; (ii) all buildings, structures, fixtures and other real property improvements constructed on the Land; (iii) all machinery, equipment, furnishings and other personal property acquired by or on behalf of the Company for use on or about the Land; and (iv) any Replacement Property replacing portions of the Expansion Project; provided, however, except as to Replacement Property replacing portions of the Expansion Project, the term Expansion Project shall be deemed to include such real property improvements and personal property, whether now existing or hereafter constructed or acquired, only to the extent placed in service during the Expansion Project Investment Period, and the term Expansion Project shall be deemed to exclude the Original Project, any Existing Property or other Non-Qualifying Property; and, provided further, that, for all purposes other than determining which assets qualify as Economic Development Property qualifying for Negotiated FILOT Payments, the term Expansion Project shall include assets placed in service by the Company during its fiscal year ending August 31, 2007.

"Expansion Project Contractual Requirement" shall mean investment on or before August 31, 2013 of not less than \$29,500,000 (without regard to depreciation or other diminution in value) in the aggregate by the Company and any Co-Investor in assets comprising the Expansion Project and consisting of property which is subject to either *ad valorem* taxes or FILOT Payments and the maintenance of at least \$29,500,000 of investment in such assets (without regard to depreciation or other diminution in value) for the balance of the Term.

"Expansion Project Investment Period" shall mean the period commencing September 1, 2007 and ending August 31, 2013, unless the County in its sole discretion extends the period for completion of the Expansion Project pursuant to Section 12-44-30(13) of the Code, in which event, the Expansion Project Investment Period shall end on the date specified by the County in connection with such extension; provided, however, that there shall be no extension of the August 31, 2013 deadline for meeting the Expansion Project Contractual Requirement or the Statutory Compliance Requirement, all subject to the applicable provisions of Section 12-44-30(13) of the Code.

"Expansion Project Special Source Credits" shall mean the credits described in **Section 4.02(b)** hereof to be taken against the FILOT Payments made with respect to the Expansion Project, including the Base Credits described therein and, if applicable, the Additional Credits described therein.

"FILOT" shall mean fee in lieu of *ad valorem* property taxes.

"*FILOT Payments*" or "*FILOT Revenues*" shall mean the payments to be made with respect to the Project pursuant to **Section 6.01** hereof, including the Negotiated FILOT paid pursuant to **Section 6.01(b)** hereof, and any fee in lieu of tax payments made pursuant to the Multi-County Park Act.

"*Land*" shall mean the land upon which the Project has been or will be constructed, as described in **Exhibit A** attached hereto, as **Exhibit A** may be supplemented from time to time in accordance with the provisions hereof.

"*Lease*" shall mean that certain Lease Purchase Agreement entered by and between the County and the Company in connection with the Original Project.

"*Leased Property*" shall have the meaning ascribed to it in the Lease.

"*Multi-County Park*" shall mean the multi-county industrial or business park extending to the Project pursuant to the Multi-County Park Agreement, and any multi-county industrial or business park which includes the Project and which is designated by the County as such pursuant to any agreement, which supersedes or replaces the initial Multi-County Park Agreement.

"*Multi-County Park Act*" shall mean Title 4, Chapter 1 of the Code, as amended through the date hereof.

"*Multi-County Park Agreement*" shall mean that certain Multi-County Park Agreement between the County, and Calhoun County, South Carolina pertaining to the Project, dated as of December 11, 1995, as amended, supplemented, or replaced from time to time to include all or any portion of the Project.

"*Negotiated FILOT*" or "*Negotiated FILOT Payments*" shall mean the FILOT payments due pursuant to **Section 6.01** hereof with respect to that portion of the Original Project or the Expansion Project, as the case may be, consisting of Economic Development Property which qualifies pursuant to the Simplified FILOT Act for the negotiated assessment ratios and millage rates described in **Section 6.01(b)(ii)** and **Section 6.01(b)(iii)** hereof.

"*Non-Qualifying Property*" shall mean that portion of the facilities located on the Land and consisting of: (i) Existing Property; (ii) except as to Replacement Property, property which the Company places in service after the end of the Original Project Investment Period and before the Expansion Project Investment Period or after the end of the Expansion Project Investment Period, as applicable; and (iii) any other property which fails or ceases to qualify for Negotiated FILOT Payments under the Simplified FILOT Act, including without limitation property as to which the Company has terminated the Negotiated FILOT pursuant to **Section 5.01(3)(iii)** hereof. Economic Development Property qualifying as part of the Original Project shall be considered Non-Qualifying Property with respect to the Negotiated FILOT Payments applicable to the Expansion Project, and Economic Development Property qualifying as part of the Expansion Project shall be considered Non-Qualifying Property with respect to the Negotiated FILOT Payments applicable to the Original Project.

"Original Project Act" shall mean Section 4-29-67 of the Code, as amended through the date of execution and delivery of the Lease.

"Original Project" shall mean: (i) that portion of the Land described on **Exhibit A** hereto as land added to the Project as part of the Original Project; (ii) all buildings, structures, fixtures and other real property improvements constructed on the Land; (iii) all machinery, equipment, furnishings and other personal property acquired by or on behalf of the Company for use on or about the Land; and (iv) any Replacement Property replacing portions of the Original Project; provided, however, except as to Replacement Property replacing portions of the Original Project, the term Original Project shall be deemed to include such real property improvements and personal property, whether now existing or hereafter constructed or acquired, only to the extent placed in service during the Original Project Investment Period, and the term Original Project shall be deemed to exclude the Expansion Project, any Existing Property or other NonQualifying Property.

"Original Project Investment Period" shall mean the period for completion of the Original Project, which shall mean the period commencing on May 30, 1997 and ending on the last day of the seven-year period originally specified in the Lease pursuant to Section 4-29-67(C)(2)(a) of the Original FILOT Act, *i.e.*, period ending August 31, 2006.

"Original Project Special Source Credits" shall mean the credits described in **Section 4.02(a)** hereof.

"Person" shall mean and include any individual, association, unincorporated organization, corporation, partnership, limited liability company, joint venture, or government or agency or political subdivision thereof.

"Project" shall mean, collectively, the Expansion Project and the Original Project.

"Property Tax Year" shall mean the annual period which is equal to the fiscal year of the Company, *i. e.*, the period ending on August 31 of each year.

"Released Property" shall include Economic Development Property which is scrapped, sold, disposed of, or released from this Agreement by the Company pursuant to **Section 5.03(c)** hereof and Section 12-44-50(B) of the Code; any portion of the Economic Development Property constituting infrastructure which the Company dedicates to the public use within the meaning of Section 12-6-3420(C) of the Code; and any Economic Development Property damaged, destroyed, or taken by process of eminent domain and not restored or replaced.

"Replacement Property" shall mean all property installed in or at the Project in substitution of, or as replacement for, any Released Property, regardless of whether such property serves the same function as the property it replaces and regardless of whether more than one piece replaces a single piece of the Project, but only to the extent that such property may be included in the calculation of the Negotiated FILOT pertaining to the Original Project or the

Expansion Project, as the case may be, pursuant to **Section 6.01(d)** hereof and Section 12-44- 60 of the Code.

"Simplified FILOT Act" shall mean Title 12, Chapter 44 of the Code, as amended through the date hereof.

"Special Source Act" shall mean Section 4-1-175 of the Code, as amended through the date hereof.

"Special Source Credits" shall mean, collectively, the Expansion Project Special Source Credits and the Original Project Special Source Credits.

"Special Source Improvements" shall mean, to the extent paid for by the Company or any Co-Investor in connection with the Project, any infrastructure serving the economic development of the County and any improved and unimproved real property, buildings, structural components of buildings, fixtures or other real property improvements used in the operation of a manufacturing or commercial enterprise in order to enhance the economic development of the County, all as set forth in the Special Source Act.

"Sponsor" and *"Sponsor Affiliate"* shall mean an entity whose investment with respect to the Original Project or the Expansion Project, as the case may be, will qualify for the Negotiated FILOT pursuant to **Section 7.02** hereof and Sections 12-44-30(A)(18) or (19) and Section 12-44-130 of the Code if the Statutory Investment Requirement is met by August 31, 2013. As of the date of original execution and delivery of this Agreement, the only Sponsors or Sponsor Affiliates with respect to the Expansion Project are: (1) CMC Steel Fabricators, Inc. d/b/a CMC Joist & Deck; (2) Owen Industrial Products, Inc. d/b/a CMC Metal Recycling; and (3) Owen Electric Steel Company of South Carolina d/b/a Spray Forming International.. There are currently no Sponsors or Sponsor Affiliates with respect to the Original Project.

"State" shall mean the State of South Carolina.

"Statutory Investment Requirement" shall mean investment with respect to the Original Project or the Expansion Project as the case may be by any one of the Company, any other Sponsor or any Sponsor Affiliate of not less than \$2,500,000.

"Term" shall mean the term of this Agreement, as set forth in **Section 8.01** hereof.

"Transfer Provisions" shall mean the provisions of Section 12-44-120 of the Code, as amended through the date hereof.

Section 1.02. References to Agreement. The words "hereof", "herein", "hereunder", and other words of similar import refer to this Agreement as a whole.

ARTICLE II

REPRESENTATIONS AND WARRANTIES

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

(a) The County is a body politic and corporate and a political subdivision of the State and is authorized and empowered by the provisions of the Act to enter into the transactions contemplated by this Agreement and to carry out its obligations hereunder. By proper action by the Council, the County has duly authorized the execution and delivery of this Agreement and the Negotiated FILOT Payments and Special Source Credits as set forth herein, the inclusion of the Project in the Multi-County Park, and any and all actions reasonably necessary and appropriate to consummate the transactions contemplated hereby and has obtained all consents and approvals required under the Act to carry out its obligations under this Agreement.

(b) The County has determined the Project will subserve the purposes of the Act and has made all other findings of fact required by the Act in connection with the undertaking of the arrangements set forth herein.

(c) This Agreement has been duly authorized, executed and delivered on behalf of the County. The authorization, execution, and delivery of this Agreement and the performance by the County of its obligations hereunder will not, to the best knowledge of the undersigned representatives of the County, conflict with or constitute a breach of, or a default under, any South Carolina law, court or administrative regulation, decree, order, provision of the Constitution or laws of the State relating to the establishment of the County or its affairs, or any material agreement, mortgage, lease, or other instrument to which the County is subject or by which it is bound, nor, to the best knowledge of the undersigned representatives of the County, any existing law or the provisions of the Constitution of the State.

(d) To the best knowledge of the undersigned representatives of the County, no actions, suits, proceedings, inquiries, or investigations are pending or threatened against or affecting the County in any court or before any governmental authority or arbitration board or tribunal, any of which to the best knowledge of the undersigned representatives of the County could materially adversely affect this Agreement or which could, in any way, adversely affect the validity or enforceability of this Agreement or the transactions contemplated hereby.

(e) The County has not sold, assigned, leased, mortgaged, granted easements or rights of way, encumbered, or otherwise conveyed or transferred any of its right, title or interest in the Lease, the Original Project or other Leased Property except as contemplated by the Lease.

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

(a) The Company is a corporation validly existing and in good standing under the laws of the State of South Carolina and authorized to do business in the State of South Carolina; has all requisite power to enter into this Agreement and to carry out its obligations hereunder; and by proper action has been duly authorized to execute and deliver this Agreement. The Company's fiscal year end is August 31, and the Company will notify the County of any changes in the fiscal year of the Company.

(b) The Company intends to operate the Project primarily as a manufacturing facility.

(c) The agreements with the County with respect to the FILOT, the Special Source Credits and the Multi-County Park were factors in inducing the Company to locate the Project within the County and the State.

(d) No actions, suits, proceedings, inquiries, or investigations known to the undersigned representatives of the Company are pending or threatened against or affecting the Company in any court or before any governmental authority or arbitration board or tribunal, which could materially adversely affect this Agreement or which could, in any way, adversely affect the validity or enforceability of this Agreement, or the transactions contemplated hereby.

(e) The Company is the sole owner of the Bond.

ARTICLE III

RE-DOCUMENTATION OF INCENTIVES PERTAINING TO ORIGINAL PROJECT

Section 3.01. Replacement of Lease and Related Documents. The Company and the County hereby agree and acknowledge that, from and after the execution and delivery of this Agreement: (i) this Agreement shall replace the Lease, the Bond, and the Assignment in their entirety and as to all matters pertaining to the incentives applicable to the Original Project and (ii) the Simplified FILOT Act shall govern the Negotiated FILOT arrangements pertaining to the Original Project. In furtherance of such replacement, the parties agree that the Lease and Assignment are hereby terminated and that the Bond is hereby canceled and the County's obligations under each such instrument or agreement are deemed fully discharged.

Section 3.02. Conveyance by the County to the Company of Original Project and Other Leased Property. Simultaneously with the execution and delivery of this Agreement, the County has by Quitclaim Deed and Bill of Sale, re-conveyed to the Company all assets comprising the Original Project and other Leased Property which are currently titled in the County pursuant to the terms of the Lease. The County covenants and agrees to take such further

steps and to execute and deliver such further instruments, agreements or other documents as shall be reasonably required by the Company to evidence or confirm such conveyance.

ARTICLE IV

COVENANTS OF COUNTY

Section 4.01. Agreement to Accept FILOT Payments. The County hereby agrees to accept Negotiated FILOT Payments in accordance with **Section 6.01** hereof in lieu of *ad valorem* taxes with respect to that portion of the Project consisting of Economic Development Property until this Agreement expires or is sooner terminated.

Section 4.02. Special Source Credits.

(a) As reimbursement for the Company's investment in Special Source Improvements related to the Original Project and subject to the requirements of the Special Source Act, the County agrees that the Company shall be entitled to claim Special Source Credits against the annual FILOT Payments with respect to the Original Project in an amount equal to twenty-seven percent (27%) of each such annual FILOT Payment (the "Original Project Special Source Credits") during the original term applicable to incentives for the Original Project, *i.e.* through the FILOT Payment due with respect to Property Tax Year ending August 31, 2026. In accordance with the Special Source Act, the Original Project Special Source Credits authorized herein shall not, in the aggregate, exceed the aggregate cost of Special Source Improvements funded by the Company and any Co-Investors from time to time.

(b) In consideration of, and as reimbursement for, the Company's investment in the Special Source Improvements and in consideration of the Company's investment of \$5,600,000 during its fiscal year ending August 31, 2007 with respect to the Expansion Project, the County agrees, that the Company shall be entitled to claim Special Source Credits in an annual amount equal to \$60,000 against each of the first five (5) annual FILOT Payments with respect to the Expansion Project (the "Base Credits"). To the extent that the Company and any Co-Investors collectively invest \$50,000,000 or more (without regard to depreciation or other diminution in value) at the Expansion Project by August 31, 2013, the Company shall be entitled to additional annual Special Source Credits (the "Additional Credits" and, together with the Base Credits, the "Expansion Project Special Source Credits") in an amount equal to fifteen percent (15%) of each of the first five (5) annual FILOT Payments with respect to the Expansion Project following the Company's certification to the County that it has reached such level of investment (the "Additional Credit Period"). In the event that the Company and any Co-Investors collectively invest \$60,000,000 or more (without regard to depreciation or other diminution in value) prior to the end of the Additional Credit Period, the annual Additional Credits shall increase to twenty percent (20%) for the remainder of the Additional Credit Period. In accordance with the Special Source Act, the Expansion Project Special Source Credits authorized herein shall not, in the

aggregate, exceed the aggregate cost of Special Source Improvements funded by the Company and any Co-Investors from time to time, and the Special Source Credits authorized herein shall be subject in all respects to the provisions of the Special Source Act. The Special Source Credits authorized in this subsection (b) shall be calculated, to the extent provided in the Act, based upon the extent to which the Expansion Project is located in the Multi-County Park.

(c) The Company shall claim the Special Source Credits by filing with the County Administrator and the County Auditor, at the time it makes its annual FILOT Payments, Special Source certifications showing the amount of aggregate investment in the Original Project or Expansion Project, as applicable, and in the Special Source Improvements, and the calculation of the Special Source Credits, substantially in the form of **Exhibit B-1 or Exhibit B-2** hereto. The Company may deduct an amount equal to the annual Special Source Credits from the corresponding FILOT Payment.

(d) THE SPECIAL SOURCE CREDITS AUTHORIZED HERE SHALL NOT CONSTITUTE A GENERAL OBLIGATION OF THE COUNTY. THE ORIGINAL PROJECT SPECIAL SOURCE CREDITS SHALL BE PAYABLE SOLELY FROM THE FILOT PAYMENTS PERTAINING TO THE ORIGINAL PROJECT, AND THE EXPANSION PROJECT SPECIAL SOURCE CREDITS SHALL BE PAYABLE SOLELY FROM THE FILOT PAYMENTS PERTAINING TO THE EXPANSION PROJECT.

Section 4.03. Multi-County Park Designation. The County has designated or will designate the Project as part of the Multi-County Park pursuant to the Multi-County Park Act and will, to the extent permitted by law, use its best, reasonable efforts to maintain such designation on terms which provide any additional job tax credits afforded by the laws of the State for projects located within multi-county industrial or business parks for all jobs created by the Company during the Expansion Project Investment Period and which facilitate the Special Source Credits arrangements set forth herein. To the extent that any portion of the Project is located within the jurisdictional limits of a municipality, the County's designation of such portion of the Project as part of the Multi-County Park is subject to approval by such municipality under the Multi-County Park Act.

Section 4.04. Commensurate Benefits. The parties acknowledge the intent of this Agreement, in part, is to afford the Company the benefits specified in this **Article IV** in consideration of the Company's decision to locate the Project within the County, and this Agreement has been entered into in reliance upon the enactment of the Act and the County's compliance with the requirements thereof. In the event that a court of competent jurisdiction holds that the Act is unconstitutional or this Agreement or agreements similar in nature to this Agreement are invalid or unenforceable in any material respect, or should the Company determine there is a reasonable doubt as to the validity or enforceability of this Agreement in any material respect, then at the request of the Company, the County agrees to use its best, reasonable efforts to extend to the Company the intended benefits of this Agreement and agrees, if requested, to enter into a lease purchase agreement with the Company pursuant to Section 12-

44-160; Title 4, Chapter 29 or Title 4, Chapter 12 of the Code, as applicable, or to take such other steps as may be appropriate to extend to the Company the intended benefits of this Agreement. The Company acknowledges, if a court of competent jurisdiction holds all or part of the Simplified FILOT Act is unconstitutional or otherwise illegal, the Simplified FILOT Act provides the Company must transfer the Economic Development Property to the County within 180 days following such determination in order for the Negotiated FILOT benefits to continue to apply. In such lease purchase agreement, the County, upon the conveyance of title to the Project to the County at the expense of the Company, agrees to lease the Project to the Company.

ARTICLE V

COVENANTS OF COMPANY

Section 5.01. Investment in Project.

(a) The County hereby agrees and acknowledges that the Company has met all investment and job creation requirements with respect to the Original Project heretofore required by the Lease and/or the Act and that the Company is currently in compliance with all requirements set forth in Lease, the Bond and the Assignment.

(b) The Company hereby agrees to acquire, or cause to be acquired, the Expansion Project, as the same shall be determined from time to time by the Company in its sole discretion, and to comply with, or cause to be complied with, the Expansion Project Contractual Requirement and, prior to the end of the Expansion Project Investment Period, the Statutory Investment Requirement. As required by Section 12-44-30(2) of the Code, at least a portion of the assets comprising the Expansion Project shall be placed in service no later than the end of the Property Tax Year which is three years from the year in which this Agreement is executed and delivered, *i.e.* the Property Tax Year ending on August 31, 2011.

(c) Expenditures by Co-Investors shall, together with expenditures by the Company, count toward all investment requirements related to the Expansion Project Contractual Requirement, and to the full extent permitted by the Simplified FILOT Act, the Statutory Investment Requirement. In addition to the amounts invested by the Company and all Co-Investors with respect to the Expansion Project during the Expansion Project Investment Period, amounts invested by the Company and all Co-Investors with respect to the Expansion Project during the Company's fiscal year ending August 31, 2007 shall count toward all contractual investment requirements set forth herein. Aggregate investment shall generally be determined by reference to the Property Tax Returns of the Company and any Co-Investors pertaining to the Expansion Project without regard to depreciation or other diminution in value.

Section 5.02. Title to Project. The Company and/or its designated Co-Investors shall retain title to its respective portion of the Project throughout the Term of this Agreement, and the Company and any Co-Investor shall have full right to mortgage or encumber the Project in connection with any financing transactions.

Section 5.03. Modification of Project. The Company shall have the right at any time and from time to time during the Term hereof to undertake, or permit a Co-Investor to undertake, any of the following:

(a) The Company or a Co-Investor may, at its own expense, add to the Project all such real and personal property as the Company in its discretion deems useful or desirable, including Economic Development Property qualifying for the Negotiated FILOT under **Section 6.01** hereof without any limit as to the amount thereof.

(b) Subject to the provisions of **Sections 5.05, 6.01(f)(ii) and 9.01** hereof, in any instance when the Company or a Co-Investor in its discretion determines any items included in the Project, including any portion of the Land and any other Economic Development Property, have become inadequate, obsolete, worn out, unsuitable, undesirable, or unnecessary for operations at the Project, the Company or such Co-Investor may remove such items or portions of the Project from the Project and sell, trade in, exchange, or otherwise dispose of them as a whole or in part without the consent of the County.

(c) Subject to **Section 6.01(f)(ii)** hereof, the Company or a Co-Investor may, at any time and in its discretion by written notice to the County, remove any Economic Development Property, real or personal, from the Negotiated FILOT set forth in this Agreement and retain such property for use as part of its operations in the County, and thereafter such property will be subject to a FILOT under the Multi-County Park Agreement which is equivalent to *ad valorem* taxes. Calculation of the Special Source Credits authorized pursuant to **Section 4.02** hereof shall continue to include the FILOT Payments with respect to the property so removed and retained for the periods specified in **Section 4.02**.

(d) If the Company or a Co-Investor sells, leases, or otherwise disposes of any portion of, or adds any real property to, the Land, the Company or such Co-Investor shall deliver to the County, within 30 days thereafter, a new **Exhibit A** to this Agreement.

(e) All Economic Development Property sold, leased or otherwise disposed of under this Section shall be deemed Released Property for purposes of this Agreement.

Section 5.04. Funding for Special Source Improvements. The Company agrees to provide or cause to be provided funding for all Special Source Improvements.

Section 5.05. Failure to Comply with Expansion Project Contractual Requirement. If the Company fails to reach the level of investment specified by the Expansion Project Contractual Requirement on or before August 31, 2013, the Negotiated FILOT, Special Source Credits, Multi-County Park designation and other incentives specified herein with respect to the Expansion Project shall terminate retroactively, unless, at the request of the Company, the County agrees, in its sole discretion, to waive such termination or otherwise adjust such incentives. If the Company reaches the level of investment specified by the Expansion Project

Contractual Requirement, but thereafter fails to maintain the level of investment specified by the Expansion Project Contractual Requirement, the Negotiated FILOT, Special Source Credits, Multi-County Park designation and other incentives specified herein with respect to the Expansion Project shall terminate prospectively, unless, at the request of the Company, the County agrees, in its sole discretion, to waive such termination or otherwise adjust such incentives.

Section 5.06. Payment of Administration Expenses. The Company will reimburse the County from time to time for its Administration Expenses promptly upon written request therefor, but in no event later than sixty (60) days after receiving written notice from the County specifying the nature of such expense and requesting the payment of the same. The County acknowledges it imposes no charges in the nature of impact fees or recurring fees in connection with the incentives authorized by this Agreement, and, aside from the attorneys' fees, the County anticipates no out of pocket expenses in connection with this Agreement and the transactions authorized hereby. The parties understand that counsel to the County has estimated its fees and other expenses for review of this Agreement, the Multi-County Park Agreement and all resolutions, ordinances and other documentation related thereto at [____\$].

Section 5.07. Use of Project for Lawful Activities. During the Term of this Agreement, the Company shall use the Project as it deems fit for any lawful purpose.

Section 5.08. Maintenance of Existence. Unless the County shall consent otherwise, which consent shall not be unreasonably withheld, the Company covenants that it will maintain its separate existence and will not dissolve or consolidate with, merge into or transfer, or otherwise dispose of substantially all of its property to any other entity or permit one or more other entities to consolidate with or merge into it or purchase substantially all of its property unless:

(a) the Company shall be the continuing entity, or the entity formed by such consolidation or into which the Company is merged or the entity which acquires by conveyance or transfer all or substantially all of the Company's assets shall (i) be an entity organized and existing under the laws of the United States of America or any state thereof or the District of Columbia and qualified to do business in the State; (ii) have a net worth equal to or greater than the net worth of the Company immediately preceding the date of such merger, consolidation or transfer; and (iii) expressly and unconditionally assumes, by written agreement supplemental hereto and acceptable to the County as to form and content, the obligations of the Company arising under this Agreement from the effective date of such acquisition, conveyance or transfer. ;

(b) immediately after giving effect to such transaction, no Event of Default, and no event, which, after notice or lapse of time or both, would become an Event of Default, shall have happened and be continuing; and

(c) the Company shall within sixty (60) days following such acquisition, conveyance or transfer deliver to the County (i) a certificate of a duly authorized officer of the Company, accompanied by financial statements of the surviving company (if

other than the Company) showing compliance with the net worth requirements specified in paragraph (a) above and (ii) an opinion of counsel for the Company and/or counsel to the transferee company, each stating that such consolidation, merger, conveyance or transfer and such supplement to this Agreement comply with this Section and that all conditions precedent herein provided for relating to such transaction have been complied with.

Upon any consolidation or merger or any conveyance or transfer of all or substantially all of the Company's assets in accordance with this Section, the successor entity formed by such consolidation or into which the Company is merged or to which such conveyance or transfer is made shall succeed to, and be substituted for, and may exercise every right and power of the Company under this Agreement with the same effect as if such successor entity had been named as the Company herein, and thereafter the Company shall be relieved of all obligations and covenants under this Agreement.

If a consolidation, merger or conveyance or transfer is made as permitted by this Section, the provisions of this Section shall continue in full force and effect and no further consolidation, merger or conveyance or transfer shall be made except in compliance with the provisions of this Section.

The Company acknowledges transfers of this Agreement or Economic Development Property may cause the Economic Development Property to become ineligible for a Negotiated FILOT or result in penalties under the Act absent compliance by the Company with the Transfer Provisions.

Section 5.09. Records and Reports. The Company agrees to maintain such books and records with respect to the Project as will permit the identification of those portions of the Project which it has placed in service during each Property Tax Year in the Original Project Investment Period or the Expansion Project Investment Period, as the case may be, the amount of investment with respect thereto in each such year, compliance with the Expansion Project Contractual Requirement and computations of all Negotiated FILOT Payments and Special Source Credits made hereunder. The Company further agrees to comply with all reporting requirements of the State and the County applicable to Economic Development Property under the Act, including without limitation the reports required by 12-44-90 of the Code (collectively, "Filings"); provided, however, that the parties hereby waive in its entirety the requirement under Section 12-44-55 of the Code for a recapitulation of the terms of this Agreement. Specifically, the Company shall provide the following:

(a) Each year during the Term hereof, the Company shall deliver to the County Auditor and the County Assessor a copy of its most recent annual filings made with the Department of Revenue with respect to the Project at the same time as delivery thereof to the Department of Revenue.

(b) The Company shall cause a copy of this Agreement, as well as a copy of the completed Form PT-443 required by the Department of Revenue, to be filed within thirty (30) days after the date of execution and delivery hereof with the County Auditor

and the County Assessor of the County and of each county which is a party to the Multi-County Park Agreement, and with the Department of Revenue and shall update such Form PT-443 from time to time to the extent that the information therein is no longer accurate.

Notwithstanding any other provision of this Section, the Company may, by clear, written designation, conspicuously marked, designate with respect to any Filings delivered to the County segments thereof that the Company believes contain proprietary, confidential, or trade secret matters. The County shall comply with all reasonable, written requests made by the Company with respect to maintaining the confidentiality of such designated segments. Except to the extent required by law, the County shall not knowingly and voluntarily release information, which has been designated as confidential or proprietary by the Company.

ARTICLE VI

FEES IN LIEU OF TAXES

Section 6.01. Payment of Fees in Lieu of Ad Valorem Taxes

(a) In accordance with the Simplified FILOT Act, the parties hereby agree that there shall be due annually with respect to that portion of the Project constituting Economic Development Property, whether owned by the Company or by a Sponsor or Sponsor Affiliate, a Negotiated FILOT calculated as set forth in this Section, at the places, in the manner and subject to the penalty assessments prescribed by the County or the Department of Revenue for *ad valorem* taxes. The Negotiated FILOT Payments shall be due under current Code requirements on the January 15 following the year in which the County adds the Economic Development Property to its tax rolls. It is anticipated that the initial Negotiated FILOT payable hereunder with respect to the Original Project shall, as a continuation of the Negotiated FILOT payments under the Lease, be due and payable on January 15, 2009 and that the initial Negotiated FILOT payable hereunder with respect to the Expansion Project, will be due on January 15, 2010. If the Company designates any additional Sponsor or Sponsor Affiliates, as the same shall have been consented to by the County pursuant to **Section 7.02** hereof, the Company must notify the County in writing at the time of such designation as to whether such Sponsor or Sponsor Affiliate shall be primarily liable for all or any portion of the FILOT Payments hereunder. Unless and until such notification is received, and the County consents in writing, the Company shall be primarily liable for all FILOT Payments with respect to the Project.

(b) Subject to adjustment pursuant to the provisions of this **Section 6.01**, the Negotiated FILOT shall be calculated each year in accordance with the following provisions:

(i) For each annual increment of investment in Economic Development Property during the Original Project Investment Period and the Expansion Project Investment Period, respectively, the annual Negotiated FILOT

Payment with respect to the Expansion Project shall be payable for a period of 20 years for a total of 27 years for the Original Project and 25 years for the Expansion Project (or up to 30 years if the Expansion Project Investment Period is extended pursuant to Section 12-44-30(13) of the Code).

(ii) The Negotiated FILOT applicable to the Original Project shall be calculated using (1) an assessment ratio of 6%; (2) a millage rate of 278.7 mills, which was the millage rate applicable under the Lease, which rate shall be fixed in accordance with Section 12-44-50(A)(1)(b)(i) of the Code for the entire 27 years specified in clause (i) above; and (3) the fair market value of such Economic Development Property determined as provided hereinbelow. As authorized in Section 4-29-67(D)(2)(b) of the Original FILOT Act and Section 12-44-50-(A)(3) of the Simplified FILOT Act, the County has agreed that the Company may calculate the Negotiated FILOT Payments applicable to the Original Project in accordance with an alternative payment method commonly referred to as the “Flat Fee Calculation”, which Flat Fee Calculation produces approximately equal annual Negotiated FILOT Payments and yields, based upon a discount rate of 7.03%, over the twenty-year payment period for each annual increment of the Original Project, a payment stream which has the same net present value as the payment stream which would be generated using the standard calculation provided under Section 12-44-50(A)(1) (the “Standard Fee Calculation”).

(iii) The Negotiated FILOT applicable to the Expansion Project shall be calculated using (1) an assessment ratio of 6%; (2) a millage rate of 318.9 mills, which is the millage rate applicable from July 1, 2007 through June 30, 2008, which rate shall be fixed in accordance with Section 12-44-50(A)(1)(b)(i) of the Code for the entire term of this Agreement; and (3) the fair market value of such Economic Development Property determined as provided hereinbelow. The Standard Fee Calculation shall apply to the Negotiated FILOT applicable to the Expansion Project.

(iv) For purposes of calculating the Negotiated FILOT provided herein, fair market value shall be determined in accordance with Section 12-44-50(A)(1)(c) of the Code, which, for typical arm’s length construction or acquisition, uses the original income tax basis for any real property without regard to depreciation or reassessment and the original income tax basis for any personal property less allowable depreciation (except depreciation due to extraordinary obsolescence).

(v) All such calculations shall take into account all deductions for depreciation or diminution in value allowed by the Code or by the tax laws generally, as well as tax exemptions which would have been applicable if such property were subject to *ad valorem* taxes, except the five-year exemption from County taxes allowed for certain manufacturing, distribution, corporate headquarters and research and development facilities pursuant to Section 3(g) of

Article X of the Constitution of the State and Sections 12-37-220(B)(32) and (34) of the Code.

(vi) For purposes of calculating the Negotiated FILOT, Economic Development Property shall not include any Released Property, Non-Qualifying Property.

(c) The Negotiated FILOT Payments with respect to the Original Project or the Expansion Project, as applicable, are to be recalculated:

(i) to reduce such payments in the event the Company or any Sponsor or Sponsor Affiliate disposes of any part of the Economic Development Property within the meaning of Section 12-44-50(B) of the Code and as provided in **Section 5.03(b)** hereof, by the amount applicable to the Released Property;

(ii) to reduce such payments in the event that the Economic Development Property or any portion thereof is damaged or destroyed, lost or stolen, or the subject of condemnation proceedings, or otherwise removed from the Project as a result of reasons beyond the control of the Company or any Sponsor or Sponsor Affiliate;

(iii) to increase such payments in the event the Company or any Sponsor or Sponsor Affiliate adds any Economic Development Property (other than Replacement Property) to the Original Project or the Expansion Project, as the case may be; or

(iv) to adjust such payments if the Company or any Sponsor or Sponsor Affiliate elects to convert any portion of the Economic Development Property to *ad valorem* taxes or a FILOT equivalent to such *ad valorem* taxes, as permitted by **Section 5.03(c)**;

If any part of the Economic Development Property constituting a portion of the Original Project is disposed of, released or converted to *ad valorem* taxes or the FILOT equivalent, then the Company or such Sponsor or Sponsor Affiliate shall pay to the County an amount equal to the difference between what it would have paid to the County using the Standard Fee Calculation described in **paragraph (b)(ii)** above and the amount actually paid using the Flat Fee Calculation described in **paragraph (b)(ii)** above (a “Differential Payment”). To the extent provided by law, property removed from the Project in the manner described in **clause (c)(ii)** above shall not be considered disposed of for purposes of making such a Differential Payment until the Company, Sponsor or Sponsor Affiliate has had a reasonable period of time, not to exceed twenty-four (24) months, to replace such Economic Development Property and has failed to effect such replacement. To the extent that Economic Development Property removed from the Project as described in **clause (c)(ii)** above is replaced within such twenty-four (24) month period, the Flat Fee applicable to such Replacement Property shall be recalculated based upon the remainder of the Negotiated FILOT payment period

applicable to the Released Property and, to the extent permitted by law, no Differential Payment shall be due.

(d) Upon installation of any Replacement Property for any Released Property, such Replacement Property shall become subject to Negotiated FILOT Payments applicable to the Original Project or the Expansion Project, as applicable, to the fullest extent allowed by law, subject to the following rules:

(i) Such Replacement Property does not have to serve the same function as the Released Property it is replacing. Replacement Property is deemed to replace the oldest property subject to the Negotiated FILOT pertaining to the Original Project or the Expansion Project, as applicable, whether real or personal, which is disposed of in the same Property Tax Year as the Replacement Property is placed in service. To the extent allowed by law, the Company may elect whether to include the Replacement Property under the Negotiated FILOT applicable to the Original Project or the Expansion Project. Replacement Property qualifies for Negotiated FILOT Payments up to the original income tax basis of the Released Property which it is replacing in the same Property Tax Year. More than one piece of property can replace a single piece of property. To the extent that the income tax basis of the Replacement Property exceeds the original income tax basis of the Released Property which it is replacing, the excess amount is subject to payments equal to the *ad valorem* taxes or FILOT equivalent which would have been paid on such property but for this Agreement. Replacement Property is entitled to the Negotiated FILOT Payments for the remaining portion of the twenty-year payment period applicable to the Released Property.

(ii) The Company shall maintain, or cause to be maintained, records sufficient to identify all Replacement Property, and the Negotiated FILOT Payments with respect thereto shall be calculated using the millage rate, assessment ratio and calculation method applicable to the Released Property it is replacing.

(e) In the event that, for any reason, the Simplified FILOT Act and/or the Negotiated FILOT or any portion thereof is, by a court of competent jurisdiction following allowable appeals, declared invalid or unenforceable in whole or in part, or the portion of the Project consisting of Economic Development Property is deemed not to be eligible for a Negotiated FILOT pursuant to the Act in whole or in part, the Company and the County express their intentions that such payments be reformed so as to afford the Company benefits commensurate with those intended under this Agreement as permitted by law, including without limitation any benefits afforded under Title 4, Chapter 12 and Title 4, Chapter 29 of the Code, as applicable, to the extent allowed by law. Absent the legal authorization to effect such reformation, the Company and the County agree that there shall be due hereunder with respect to the portion of the Economic Development Property affected by such circumstances *ad valorem* taxes or

the FILOT equivalent and that, to the extent permitted by law, the Company and any affected Sponsors or Sponsor Affiliates shall be entitled: (1) to enjoy the five-year exemption from *ad valorem* taxes (or fees in lieu of taxes) provided by Article X, Section 3 of the Constitution of the State, and any other exemption allowed by law; (2) to enjoy all allowable depreciation or other diminution in value; and (3) to receive all other tax credits which would be due if they were obligated to pay *ad valorem* taxes hereunder. To the extent that under such circumstances the Negotiated FILOT Payments hereunder are subject to retroactive adjustment, then there shall be due and payable with respect to the portion of the Economic Development Property in question an amount equal to the difference between the Negotiated FILOT Payments theretofore actually paid and the amount which would have been paid as *ad valorem* taxes, together with interest on such deficiency as provided in Section 12-54-25(D) of the Code (a “Deficiency Payment”).

(f)

(i) As provided in **Section 5.01(a)** hereof, the County acknowledges that the Company has met all statutory requirements regarding investment in the Original Project. With respect to the Expansion Project, if the investment is insufficient to satisfy the Statutory Investment Requirement on or before August 31, 2013, then all Negotiated FILOT Payments with respect thereto shall revert retroactively to *ad valorem* taxes, calculated as set forth in paragraph (e) above, and a Deficiency Payment shall be due and payable with respect to FILOT Payments theretofore made. In the event that the aggregate investment in the Expansion Project does not exceed \$10,000,000 by August 31, 2013 and any Sponsor or Sponsor Affiliate does not satisfy the Statutory Investment Requirement solely through its own direct investment in the Project by August 31, 2013, then the Negotiated FILOT Payments with respect to that portion of the Expansion Project owned by such Sponsor or Sponsor Affiliate shall revert retroactively to *ad valorem* taxes calculated as set forth in paragraph (e) above, and such Sponsor or Sponsor Affiliate shall owe a Deficiency Payment with respect to FILOT Payments theretofore made as to such portion of the Expansion Project. To the extent necessary to collect a Deficiency Payment under this clause (i) due to failure to satisfy the Statutory Investment Requirement by August 31, 2013, Section 12-44-140(D) of the Code provides that any statute of limitations that might apply pursuant to Section 12-54-85 of the Code is suspended.

(ii) In the event that the Company’s investment in the Project based on an income tax basis without regard to depreciation or other diminution in value falls below the Statutory Investment Requirement, the Original Project or the Expansion Project, as applicable, shall thereafter be subject to *ad valorem* taxes or the FILOT equivalent, calculated as set forth in paragraph (e) above.

(iii) As noted in **Section 5.01(a)** above, the County acknowledges that the Company has met all contractual requirements under the Lease regarding

investment and job creation at the Original Project. With respect to the Expansion Project, if the investment does not comply with the Expansion Project Contractual Requirement, then the County shall have the rights specified in **Section 5.05** hereof. As noted in **Section 5.05** hereof, if the Company reaches the level of investment specified by the Expansion Project Contractual Requirement, but thereafter fails to maintain the level of investment specified by the Expansion Project Contractual Requirement, the Negotiated FILOT with respect to the Expansion Project shall terminate prospectively, unless, at the request of the Company, the County agrees, in its sole discretion, to waive such termination or otherwise adjust the Negotiated FILOT.

(iv) In accordance with the provisions of **Sections 5.01(c)** and **7.02** hereof, except for investment made by the Company or any Co-Investors prior to commencement of the Original Project Investment Period, the fair market value of all property utilized by the Company within the County, whether owned by the Company outright or utilized by the Company pursuant to any financing agreement or any lease or other arrangement with any Co-Investor and whether or not subject to this Agreement, shall be counted toward all investment obligations under this Agreement, including, to the extent permitted by law, investment obligations under the Act.

(g) Except as otherwise set forth in this Agreement or as otherwise required by the Act, any amounts due to the County under this **Section 6.01** as a Differential Payment or Deficiency Payment or other retroactive payment shall, at the option of the Company, be paid either as a lump sum within one year of receipt by the Company from the County of a written notice requesting the payment thereof, or in five equal annual installments (which shall include interest at the rates required for past due payments of *ad valorem* taxes) beginning on the date which is one year after receipt of such notice. If the Company elects to pay any such amount over such five-year period, the Company shall furnish to the County such security or other assurances as the County may reasonably request in order to secure the payment of such Deficiency or Differential Payments.

Section 6.02. Statutory Lien. The parties acknowledge the County's right to receive FILOT Revenues hereunder shall have a statutory lien with respect to the Economic Development Property pursuant to Section 12-44-90(E) of the Simplified FILOT Act and Title 12, Chapter 54 of the Code relating to the collection and enforcement of *ad valorem* property taxes.

ARTICLE VII

THIRD PARTY ARRANGEMENTS

Section 7.01. Conveyance of Liens and Interests; Assignment. The Company and any Sponsor or Sponsor Affiliate may at any time (a) transfer all or any of its rights and interests

hereunder or with respect to all or any part of the Economic Development Property to any Person; or (b) enter into any lending, financing, leasing, security, or similar arrangement or succession of such arrangements with any financing entity or other Person with respect to this Agreement or all or any part of the Economic Development Property, including without limitation any sale-leaseback, equipment lease, build-to-suit lease, synthetic lease, nordic lease, defeased tax benefit or transfer lease, assignment, sublease or similar arrangement or succession of such arrangements, regardless of the identity of the income tax owner of such Economic Development Property, as long as the transferee in any such arrangement leases the Economic Development Property in question to the Company or any other Sponsor or Sponsor Affiliates or any Affiliates thereof or operates such assets for the Company or other Sponsor or Sponsor Affiliate or any Affiliates thereof or is leasing such the Economic Development Property in question from the Company or other Sponsor or Sponsor Affiliate or any Affiliates thereof. In order to preserve the benefits of the Negotiated FILOT hereunder with respect to property so transferred: (i) except in connection with any transfer to an Affiliate of the Company or another Sponsor or Sponsor Affiliate or transfers pursuant to clause (b) above (as to which such transfers the County hereby consents), the Company or such other Sponsor or Sponsor Affiliate shall first obtain the written consent of the County; (ii) except when a financing entity which is the income tax owner of all or part of the Economic Development Property is the transferee pursuant to clause (b) above and such financing entity assumes in writing the obligations of the Company hereunder, or when the County consents in writing or when the transfer relates to Released Property pursuant to **Sections 5.03** hereof, no such transfer shall affect or reduce any of the obligations of the Company or such other Sponsor or Sponsor Affiliate hereunder; (iii) to the extent the transferee or financing entity shall become obligated to make Negotiated FILOT payments hereunder, the transferee shall assume the then current basis of the Company or such other Sponsor or Sponsor Affiliate (or prior transferee) in the Economic Development Property transferred; (iv) the Company or such other Sponsor or Sponsor Affiliate, transferee or financing entity shall, within sixty (60) days thereof, furnish or cause to be furnished to the County and the Department of Revenue a true and complete copy of any such transfer agreement; and (v) the Company or such other Sponsor or Sponsor Affiliate and the transferee shall comply with all other requirements of the Transfer Provisions.

Subject to County consent when required herein, and at the expense of the Company or such other Sponsor or Sponsor Affiliate, the County agrees to execute such further agreements, documents, and instruments as may be reasonably required to effectuate the assumption by any such transferee of all or part of the rights of the Company or such other Sponsor or Sponsor Affiliate under this Agreement and/or any release of the Company or such other Sponsor or Sponsor Affiliate pursuant to this **Section 7.01**.

The Company acknowledges such a transfer of an interest under this Agreement or in the Economic Development Property may cause all or part of the Economic Development Property to become ineligible for a Negotiated FILOT or result in penalties under the Act absent compliance by the Company with the Transfer Provisions.

Section 7.02. Sponsors and Sponsor Affiliates. The Company may designate from time to time additional Sponsors or Sponsor Affiliates pursuant to the provisions of Sections 12-

44-30(18) or (19), respectively, and Section 12-44-130 of the Code, which Sponsors or Sponsor Affiliates shall be Persons who join with the Company and make investments with respect to the Project, or who participate in the financing of such investments, who agree to be bound by the terms and provisions of this Agreement and who shall be Affiliates of the Company or other Persons described in **Section 7.01(b)** hereof. All other Sponsors or Sponsor Affiliates who otherwise meet the requirements of Section 12-44-30 (18) or (19) and Section 12-44-130 of the Code must be approved by Resolution of the County Council. To the extent that a Sponsor or Sponsor Affiliate invests an amount equal to the Statutory Investment Requirement at the Expansion Project prior to August 31, 2013, the investment by such Sponsor or Sponsor Affiliate shall qualify for the Negotiated FILOT applicable to the Expansion Project under **Section 6.01(b)(iii)** hereof (subject to the other conditions set forth herein) in accordance with Section 12-44-30(18) of the Code. To the extent that the aggregate investment in the Expansion Project prior to the end of the Expansion Project Investment Period by the Company, all Sponsors and Sponsor Affiliates and, to the extent provided by law, other Co-Investors exceeds \$10,000,000 as provided in Section 12-44-30(18) of the Code, all investment by such Sponsors and Sponsor Affiliates during the Expansion Project Investment Period shall qualify for the Negotiated FILOT applicable to the Expansion Project pursuant to **Section 6.01(b)(iii)** of this Agreement (subject to the other conditions set forth herein) regardless of whether each such entity invested amounts equal to the Statutory Investment Requirement prior to August 31, 2013. The Company shall provide the County and the Department of Revenue with written notice of any Sponsor or Sponsor Affiliate designated pursuant to this **Section 7.02** within ninety (90) days after the end of the calendar year during which any such Sponsor or Sponsor Affiliate has placed in service assets to be used in connection with the Expansion Project, all in accordance with Section 12-44-130(B) of the Code.

ARTICLE VIII

TERM; TERMINATION

Section 8.01. Term. Unless sooner terminated pursuant to the terms and provisions herein contained, this Agreement shall be and remain in full force and effect for a term commencing on the date on which the Company executes this Agreement, and ending at midnight on the day the last Negotiated FILOT Payment is made hereunder.

Section 8.02. Termination. The County and the Company may agree to terminate this Agreement at any time, or the Company, may, at its option, terminate this Agreement at any time, in which event the Project shall be subject to *ad valorem* taxes from the date of termination. As provided in **Sections 5.05 and 6.01(f)** of this Agreement, the County may terminate this Agreement if the Company fails to comply, or cause compliance with, the Expansion Project Contractual Requirement or the Statutory Investment Requirement on or before August 31, 2013.

ARTICLE IX

EVENTS OF DEFAULT AND REMEDIES

Section 9.01. Events of Default by Company. Any one or more of the following events (herein called an “Event of Default”, or collectively “Events of Default”) shall constitute an Event of Default by the Company:

(a) if default shall be made in the due and punctual payment of any Negotiated FILOT Payments, which default shall not have been cured within thirty (30) days following receipt of written notice of such default from the County; or

(b) if default shall be made by the Company in the due performance of or compliance with any of the terms hereof, other than those referred to in the foregoing paragraph (a), and such default shall continue for ninety (90) days after the County shall have given the Company written notice of such default; provided, the County may, in its discretion, grant the Company a longer period of time as necessary to cure such default if the Company proceeds with due diligence to cure such default; provided however, that no Event of Default shall exist under this agreement during any period when there is pending, before any judicial or administrative tribunal having jurisdiction, any proceeding in which the Company has contested the occurrence of such default.

Failure to meet any investment requirements set forth herein shall not be deemed to be an Event of Default under this Agreement, but may allow the County to terminate or adjust certain benefits hereunder or obligate the Company to make certain additional payments to the County, all as set forth in **Sections 5.05, 8.02 and 6.01(f)** hereof.

Section 9.02. Remedies on Event of Default by Company. Upon the occurrence of any Event of Default, the County may exercise any of the following remedies:

(a) terminate this Agreement by delivery of written notice to the Company not less than sixty (60) days prior to the termination date specified therein;

(b) have access to and inspect, examine, and make copies of the books, records, and accounts of the Company pertaining to the construction, acquisition, or maintenance of the Project or calculation of the Negotiated FILOT or Special Source Credits pursuant hereto as provided in **Section 5.09** hereof; or

(c) take whatever action at law or in equity as may appear necessary or desirable to collect the amount then due or enforce the County’s rights hereunder, it being the express intent of the parties that the County, without limitation, shall have the same remedies available by law to collect FILOT Payments as if they were delinquent *ad valorem* tax payments, including execution upon the lien referred to in **Section 6.02** hereof.

Notwithstanding termination of this Agreement, the County shall have the same rights to

receive payment for any *ad valorem* taxes, including any retroactive *ad valorem* taxes, Differential Payments, Deficiency Payments, interest or penalties, and the same enforcement rights, as it would have with respect to *ad valorem* taxes, and the County's rights under **Section 6.01(f)** and this **Section 9.02** with respect to any such payments then due and owing shall survive any such termination.

Section 9.03. Defaulted Payments. In the event the Company should fail to make any of the payments required under this Agreement, the item or installment so in default shall continue as an obligation of the Company until the amount in default shall have been fully paid. If any such default relates to its obligations to make FILOT Payments hereunder, the Company agrees to pay the same with interest thereon at the rate per annum provided by the Code for late payment of *ad valorem* taxes together with any penalties provided by the Code for late payment of *ad valorem* taxes, all as provided in Section 12-44-90 of the Code.

Section 9.04. Application of Monies upon Enforcement of Remedies against Company. Any monies received by the County upon enforcement of its rights hereunder shall be applied as follows: first, to the reasonable costs associated with such enforcement proceedings; second, to pay Administration Expenses; third, to pay the Negotiated FILOT in accordance with **Section 6.01** hereof, and, fourth, to other amounts due and payable hereunder.

Section 9.05. Default by County. Upon the default of the County in the performance of any of its obligations hereunder, the Company may take whatever action at law or in equity as may appear necessary or desirable to enforce its rights under this Agreement, including without limitation a suit for *mandamus* or specific performance.

ARTICLE X

MISCELLANEOUS

Section 10.01. Rights and Remedies Cumulative. Each right, power, and remedy of the County or of the Company provided for in this Agreement shall be cumulative and concurrent and shall be in addition to every other right, power, or remedy provided for in this Agreement or now or hereafter existing at law or in equity, in any jurisdiction where such rights, powers, and remedies are sought to be enforced; and the exercise by the County or by the Company of any one or more of the rights, powers, or remedies provided for in this Agreement or now or hereafter existing at law or in equity or by statute or otherwise shall not preclude the simultaneous or later exercise by the County or by the Company of any or all such other rights, powers, or remedies.

Section 10.02. Successors and Assigns. The terms and provisions of this Agreement shall be binding upon and inure to the benefit of the parties hereto, any Sponsor or Sponsor Affiliates designated pursuant to **Section 7.02** hereof and their respective successors and assigns as permitted hereunder.

Section 10.03. Notices; Demands; Requests. All notices, demands, and requests to be given or made hereunder to or by the County or the Company shall be in writing and shall be

deemed to be properly given or made if sent by United States first class mail, postage prepaid, or via facsimile transmission or reputable courier service, to the following persons and addresses or to such other persons and places as may be designated in writing by such party.

(a) As to the County:

Lexington County
Attn.: County Administrator
212 S. Lake Drive
Lexington, South Carolina 29072
Phone: 803-785-8100
Fax: 803-785-8101
Email: khubbard@lex-co.com

(b) with a copy (which shall not constitute notice) to:

Jeffery M. Anderson, Esquire
Lexington County Attorney
P.O. Box 489
140 E. Main Street
Lexington, South Carolina 29071-0489
Phone: 803-359-2512
Fax: 803-359-7478
Email: jeff@oldcourthouse.com

(c) As to the Company:

Owen Electric Steel Company of South Carolina d/b/a
CMC Steel South
Attn.: Chief Financial Officer
36 New State Road
Cayce, South Carolina 29171
Phone: 803-936-3713
Fax: 803-936-3711
Email: gary.tomlin@cmc.com

(d) with a copy (which shall not constitute notice) to:

April C. Lucas, Esq.
Nexsen Pruet, LLC
1230 Main Street, Suite 700
Columbia, South Carolina 29201
Phone: 803-771-8900
Fax: 803-253-8277
Email: alucas@nexsenpruet.com

Section 10.04. Applicable Law. This Agreement shall be governed by and construed in accordance with the laws of the State. To the extent of any conflict between the provisions of this Agreement and the Act, the Act controls.

Section 10.05. Entire Understanding. This 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 Agreement or in certificates delivered in connection with the execution and delivery hereof.

Section 10.06. Severability. In the event that any clause or provisions of this Agreement shall be held to be invalid by any court of competent jurisdiction, the invalidity of such clause or provision shall not affect any of the remaining provisions hereof.

Section 10.07. Headings and Table of Contents; References. The headings of the Agreement and any Table of Contents annexed hereto are for convenience of reference only and shall not define or limit the provisions hereof or affect the meaning or interpretation hereof. All references in this Agreement to particular articles or Sections or paragraphs of this Agreement are references to the designated articles or Sections or paragraphs of this Agreement.

Section 10.08. Multiple Counterparts. This Agreement may be executed in multiple counterparts, each of which shall be an original but all of which shall constitute but one and the same instrument.

Section 10.09. Amendments. Subject to the limitations set forth in Section 12-44-40(J)(2) of the Simplified FILOT Act, this Agreement may be amended, or the rights and interest of the parties hereunder surrendered, only by a writing signed by both parties.

Section 10.10. Waiver. Either party may waive compliance by the other party with any term or condition of this Agreement only in a writing signed by the waiving party.

Section 10.11. Further Proceedings. This Agreement in final form shall be approved by ordinance of the County Council. The parties intend any action to be taken hereinafter by the County pursuant to the express provisions of the final form of this Agreement may be undertaken by the Chairman of the Council without necessity of further proceedings. To the extent additional proceedings are required by law, however, the County agrees to undertake all such steps as may be reasonably required or appropriate to effectuate the intent of this Agreement.

[Execution Pages to Follow]

IN WITNESS WHEREOF, the parties hereto, each after due authorization, have executed this Preliminary Fee in Lieu of Tax and Incentive Agreement to be effective as of the date first written above.

LEXINGTON COUNTY, SOUTH CAROLINA

By: _____
William C. Derrick, Chairman, County Council
Lexington County, South Carolina

[SEAL]

Attest:

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

OWEN ELECTRIC STEEL COMPANY OF SOUTH
CAROLINA D/B/A CMC STEEL SOUTH CAROLINA

By: _____
Name: _____
Title: _____

**EXHIBIT A
LEGAL DESCRIPTION**

LAND ADDED TO THE PROJECT AS PART OF THE ORIGINAL PROJECT

All those certain pieces, parcels, or tracts of land with improvements thereon, situate, lying, and being located in the City of Cayce in Lexington County, South Carolina, consisting of approximately 99.1 acres, and hereby shown and delineated on a Site Plan as of August 1999 with Proposed Future Layout Changes prepared by SMI Steel South Carolina dated August 18, 1999, attached hereto as Exhibit A-1, said property being bounded on the north by Taylor Street (S.C. Hwy. 266); on the east by New State Road (S.C. Hwy. 66); on the west by Foreman Street (S-32-266); and on the south by Godley Street.

Less and excepting that certain parcel of land with improvements thereon, situate, lying, and being located between Taylor Street (S.C. Hwy. 266) and Ferrell Street (S.C. Hwy. 835), and delineated as TMS No. 05768-02-011.

DERIVATION: A derivation clause is not required for a Quitclaim deed pursuant to S.C. Code Ann. § 30-5-35(a) (Law. Co-op. 1976).

TMS NOS.: 05768-02-001, -002, -004, -005, -006, -008, -009, -010, -012, -014, -016, -017, -018, -019, -020

05768-03-001, -002, -003, -004, -005, -006, -007, -008, -009, -013, -014, -015, -016, -017, -018, -023, -025, -026, -027, -028, -029, -030, -032

05768-04-001, -002, -003, -004, -005, -006

05768-05-001, -002, -003, -004, -005, -006, -007, -008, -009, -010, -011

05768-06-001, -002, -003, -004, -005, -006

05768-07-002, -003

05768-08-001, -002, -003, -004

05797-03-002, -003

LAND ADDED TO THE PROJECT AS PART OF THE EXPANSION PROJECT

<u>TMS NOS:</u>	05800-02-001	603 GODLEY ST
	005797-04-002	S SIDE OF GODLEY ST
	006400-02-002	2308 TWO NOTCH RD
	007300-04-022	SE OF HWY 774
	007300-01-011	SE SIDE I-20
	007400-05-033	CYNTHIAN TERRACE LOT 6 BLK A
	007400-05-015	CYNTHIAN TERRACE LOT 6 BLK B
	007400-05-034	CYNTHIAN TERRACE LOT 7 BLK A
	007400-05-037	CYNTHIAN TERRACE LOT 7 BLK B
	007400-05-039	CYNTHIAN TERRACE PT LOT 9 BLK B
	007400-05-031	CYNTHIAN TERRACE LOTS 4 & 5 BLK A
	007400-05-038	CYNTHIAN TERRACE LOT 8 BLK B
	007400-05-050	159 MICHAEL TAYLOR RD
	007400-05-036	CYNTHIAN TERRACE LOTS 1, 2, 3, & 4 BLK B
	007400-05-023	CYNTHIAN TERRACE TRACT 5 BLK B
	007400-05-027	CYNTHIAN TERRACE TRACT 3 BLK A
	007997-03-020	1825610-000 SOUTHERN POST
	007997-03-016	BOTH SIDES HWY 105
	005797-04-002	S SIDE OF GODLEY ST
	005768-01-001	1411148-002 OWEN JOIST
	005768-01-004	PT LOTS 10 & 11 80X148X80X162

005768-01-005 LOT 1 BLK D 50X150
005768-01-003 PT LOTS 10 & 11 BLK D 100X120
005768-01-006 LOTS 2, 3, 4 & 9 BLK D 150X150X50X50X200X2

EXHIBIT B-1
CERTIFICATION OF OWEN ELECTRIC STEEL COMPANY OF SOUTH CAROLINA
REGARDING SPECIAL SOURCE CREDITS

(ORIGINAL PROJECT)

Reference is made to that certain Fee in Lieu of Tax and Incentive Agreement dated as of August 1, 2008 (the "Agreement") between Owen Electric Steel Company of South Carolina d/b/a CMC Steel South Carolina (the "Company") and Lexington County, South Carolina (the "County"). Each capitalized term not otherwise defined herein shall have the meaning ascribed to such term in the Agreement.

In accordance with **Section 4.02** of the Agreement, the undersigned authorized officer of the Company certifies to the County as follows:

1. The County has agreed and acknowledged, pursuant to **Section 5.01** of the Agreement, that the Company has met all investment and job creation requirements with respect to the Original Project heretofore required by the Lease or by the Act.

2. Pursuant to **Section 4.02(a)** of the Agreement, the Company is entitled to claim Original Project Special Source Credits against each of FILOT Payments with respect to the Original Project in an amount equal to twenty-five percent (27%) of each such annual FILOT Payments.

3. The Company and all Co-Investors have expended to date in the aggregate (without regard to depreciation or other diminution in value) not less than \$_____ upon Special Source Improvements ("Reimbursable Costs"), and the Company and all Co-Investors have heretofore claimed an aggregate of \$_____ in Original Project Special Source Credits ("Prior Credits"), leaving \$_____ in funding for Special Source Improvements not heretofore reimbursed through Original Project Special Source Credits ("Remaining Reimbursable Costs").

4. The property tax notice(s) for tax year _____ provided by the County Auditor with respect to the Original Project specifies that the FILOT Payments due with respect to the Original Project from the Company and all Co-Investors investing in the Original Project on [_____] 15, _____ total \$_____.

5. The Company is entitled to an Original Project Special Source Credit calculated as follows:

Total FILOT Payments Respecting Original Project	\$ _____
X 27% Credit = Potential Credit of	\$ _____
Less	
(Excess, if any, of Potential Credit of \$ _____ over Remaining Reimbursable Costs of \$ _____)	\$ _____
= Allowable Credit of	\$ _____

6. The Original Project Special Source Credits specified in this certificate for Property Tax Year ____, together with all Original Project Special Source Credits heretofore claimed pursuant to the Lease and the Agreement, do not, in the aggregate, exceed the aggregate cost of Special Source Improvements funded by the Company and Co-Investors.

7. The amount due from the County to the Company as an allowable Original Project Special Source Credit, is \$ _____. The Company has deducted such amount from the FILOT Payment with respect to the Original Project for Property Tax Year _____.

IN WITNESS WHEREOF, I have executed this Certificate to be effective as of _____, 20__.

OWEN ELECTRIC STEEL COMPANY OF SOUTH CAROLINA D/B/A CMC STEEL SOUTH CAROLINA

Date: _____, 20__.

By: _____
Name: _____
Title: _____

EXHIBIT B-2

CERTIFICATION OF OWEN ELECTRIC STEEL COMPANY OF SOUTH CAROLINA REGARDING SPECIAL SOURCE CREDITS

(EXPANSION PROJECT)

Reference is made to that certain Fee in Lieu of Tax and Incentive Agreement dated as of August 1, 2008 (the "Agreement") between Owen Electric Steel Company of South Carolina d/b/a CMC Steel South Carolina (the "Company") and Lexington County, South Carolina (the "County"). Except as otherwise specified herein, each capitalized term not otherwise defined herein shall have the meaning ascribed to such term in the Agreement.

In accordance with **Section 4.02** of the Agreement, the undersigned authorized officer of the Company certifies to the County as follows:

1. The Company has agreed, pursuant to **Section 5.01(b)** of the Agreement, that, together with all Co-Investors, it will invest not less than \$29,500,000 (without regard to depreciation or other diminution in value) at the Expansion Project prior to August 31, 2013. To date, the Company and Co-Investors have collectively invested \$_____ in the Expansion Project.

2. Pursuant to **Section 4.02(b)** of the Agreement, the Company is entitled to claim Expansion Project Special Source Credits in an amount equal to \$60,000 against each of the first five (5) annual FILOT Payments with respect to the Expansion Project ("Base Credits").

3. In the event that the Company and all Co-Investors invest in the aggregate at least \$50,000,000 (without regard to depreciation or other diminution in value) at the Expansion Project prior to August 31, 2013, the Company shall be entitled to additional annual Expansion Project Special Source Credits ("Additional Credits") in an amount equal to fifteen percent (15%) of each of the first five (5) annual FILOT Payments with respect to the Expansion Project following the Company's certification to the County that it has reached such level of investment (the "Additional Credit Period").

4. In the event that the Company's investment, and all Co-Investors invest in the aggregate at least \$60,000,000 (without regard to depreciation or other diminution in value) at the Expansion Project prior to the end of the Additional Credit Period, the Additional Credits shall be increased to twenty percent (20%) for the balance of the Additional Credit Period.

5. Based upon the aggregate investment of the Company and all Co-Investors of \$_____, the Company is, subject to the aggregate amounts expended upon Special Source

Improvements, entitled to Base Credits of \$60,000 and Additional Credits equal to ___% of the collective FILOT Payments respecting the Expansion Project.

6. The Company and all Co-Investors have expended to date in the aggregate (without regard to depreciation or other diminution in value) not less than \$_____ upon Special Source Improvements (“Reimbursable Costs”), and the Company and all Co-Investors have heretofore claimed an aggregate of \$_____ in Expansion Project Special Source Credits (“Prior Credits”), leaving \$_____ in funding for Special Source Improvements not heretofore reimbursed through Expansion Project Special Source Credits (“Remaining Reimbursable Costs”).

7. The property tax notice(s) for tax year _____ provided by the County Auditor with respect to the Expansion Project specify that the FILOT Payments due with respect to the Expansion Project from the Company and all Co-Investors on [_____] 15, _____ total \$_____.

8. The Company is entitled to Expansion Project Special Source Credits calculated as follows:

Total FILOT Payments of \$_____	
X _____% = Potential Additional Credit	\$_____
Plus Potential Base Credit of	\$ 60,000
= Total Potential Credit of	\$_____
Less	\$_____
(Excess, if any, of Potential Credit of \$_____ over Remaining Reimbursable Costs of \$_____)	
= Allowable Total Credit of	\$_____

9. The Expansion Project Special Source Credits specified in this certificate for Property Tax Year _____, together with all Expansion Project Special Source Credits heretofore claimed pursuant to the Agreement, do not, in the aggregate, exceed the aggregate cost of Special Source Improvements funded by the Company and all Co-Investors.

10. The amount due from the County to the Company as an allowable Expansion Project Special Source Credit, is \$_____. The Company has deducted such amount from the FILOT Payments with respect to the Expansion Project for Property Tax Year _____.

IN WITNESS WHEREOF, I have executed this Certificate to be effective as of _____, 20__.

OWEN ELECTRIC STEEL COMPANY OF SOUTH CAROLINA D/B/A CMC STEEL SOUTH CAROLINA

Date: _____, 20__.

By: _____
Name: _____
Title: _____

STATE OF SOUTH CAROLINA)
)
COUNTY OF LEXINGTON)

ORDINANCE NO. 08-09

AN ORDINANCE AUTHORIZING (1) THE EXECUTION AND DELIVERY OF A FEE IN LIEU OF TAX AND INCENTIVE AGREEMENT (THE "INCENTIVE AGREEMENT") BETWEEN LEXINGTON COUNTY, SOUTH CAROLINA ("THE COUNTY") AND OWEN ELECTRIC STEEL COMPANY OF SOUTH CAROLINA D/B/A CMC STEEL SOUTH CAROLINA, ACTING FOR ITSELF OR AN AFFILIATE OR OTHER PROJECT SPONSOR, (THE "COMPANY"), WHEREBY, UNDER CERTAIN CONDITIONS, THE COUNTY SHALL GRANT INCENTIVES TO THE COMPANY IN CONNECTION WITH THE EXPANSION OF CERTAIN MANUFACTURING FACILITIES IN THE COUNTY (THE "EXPANSION PROJECT"); (2) THE COUNTY TO COVENANT IN SUCH INCENTIVE AGREEMENT TO ACCEPT CERTAIN FEES IN LIEU OF AD VALOREM TAXES WITH RESPECT TO THE EXPANSION PROJECT; (3) SPECIAL SOURCE CREDITS TO REIMBURSE THE COMPANY FOR A PORTION OF THE COSTS OF CERTAIN INFRASTRUCTURE OR REAL PROPERTY COSTS INCURRED; (4) THE BENEFITS OF A MULTI-COUNTY PARK TO BE MADE AVAILABLE TO THE COMPANY; (5) THE RE-DOCUMENTATION WITHIN SUCH INCENTIVE AGREEMENT OF THAT CERTAIN LEASE PURCHASE AGREEMENT BETWEEN THE COUNTY AND THE COMPANY; AND (6) OTHER MATTERS RELATING THERETO.

WHEREAS, Lexington County, South Carolina (the "County"), acting by and through its County Council (the "County Council"), is authorized and empowered under and pursuant to the provisions of the Code of Laws of South Carolina, 1976, as amended, through the date hereof (the "Code"), particularly Title 12, Chapter 44 (the "Simplified FILOT Act"); and Title 4, Chapter 1 of the Code (the "Multi-County Park Act" or, as to Section 4-1-175 thereof, the "Special Source Act") (collectively, the "Act") and by Article VIII, Section 13 of the South Carolina Constitution: (i) to enter into agreements with certain investors to construct, operate, maintain, and improve industrial and commercial facilities through which the economic development of the State of South Carolina (the "State") will be promoted by inducing manufacturing and commercial enterprises to locate, remain, and expand in the State and thus utilize and employ the manpower, agricultural products and natural resources of the State; (ii) to covenant with such investors to accept certain fee in lieu of *ad valorem* tax ("FILOT") payments with respect to such properties; (iii) to permit investors to claim special source credits against their FILOT payments ("Special Source Credits") to reimburse such investors for expenditures in connection with infrastructure serving the County and improved or unimproved real estate used in the operation of a manufacturing or commercial enterprise in order to enhance the economic development of the County (such infrastructure and real property hereinafter referred to as

“Special Source Improvements”); and (iv) to create, in conjunction with one or more other counties, a multi-county industrial park in order to afford certain enhanced income tax credits to such investors and facilitate the grant of the Special Source Credits; and

WHEREAS, Owen Electric Steel Company of South Carolina d/b/a CMC Steel South Carolina, a corporation organized and existing under the laws of the State of South Carolina formerly d/b/a SMI Steel South Carolina, (the “Company”) is considering significant investment in the County through the expansion of its steel manufacturing facilities located in the County (the “Expansion Project”), and the Company anticipates that, should its plans proceed as expected, it will invest or cause to be invested at least \$29,500,000 at the Expansion Project and create a substantial number of direct and indirect jobs within the County and surrounding areas; and

WHEREAS, on the basis of the information supplied to it by the Company, the County has determined, *inter alia*, that the Expansion Project would subserve the purposes of the Act; and, in consideration of the jobs and investment created by the Company, which contribute to the tax base and the economic welfare of the County, the County wishes to induce the Company to undertake the Expansion Project by offering the incentives set forth herein and in the Fee in Lieu of Tax and Incentive Agreement presented to this meeting (the “Incentive Agreement”)

WHEREAS, the County having given due consideration to the economic development impact of the Expansion Project, has determined on the basis of the information supplied to it by the Company that the Expansion Project would subserve the purposes of the Act and, would be directly, indirectly and substantially beneficial to the County, the taxing entities of the County and the citizens and residents of the County due to the investment created by the Company, which contribute to the tax base and the economic welfare of the County, and, accordingly, the County wishes to induce the Company to undertake the Expansion Project by offering the incentives set forth herein and in the Fee in Lieu of Tax and Incentive Agreement presented to this meeting (the “Incentive Agreement”) to be dated as of August 1, 2008, or such other date as the parties may agree; and

WHEREAS, the terms of the incentive arrangement set forth in the Incentive Agreement were heretofore approved by the Council by Resolution adopted July 22, 2008 (the “Inducement Resolution”); and

WHEREAS, it appears that the Incentive Agreement 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; and

WHEREAS, by Ordinance No. 99-12 duly adopted by the County Council on August 24, 1999, the County, being authorized and empowered under and pursuant to the Code, particularly Title 4, Chapter 29 thereof (the “Original FILOT Act) and the Multi-County Park Act agreed to provide certain incentives to the Company, pursuant to that certain Lease Purchase Agreement between the County and the Company dated as of August 1, 1999 (the “Lease”) in connection with a previous expansion of the Company’s steel manufacturing facilities (the “Original Project”); and

WHEREAS, pursuant to Section 12-44-170(B) of the Simplified FILOT Act, the County and the Company now seek to re-document the FILOT and other incentive arrangements specified in the Lease and, in connection therewith, shall replace the Lease and related documents in their entirety by entering into the Incentive Agreement; and

WHEREAS, simultaneously with the replacement of the Lease and related documents by the Incentive Agreement, the County shall re-convey to the Company all assets currently titled in the County in accordance with the terms of the Lease and, in connection therewith, the Company, as the owner of that certain industrial revenue bond issued by the County to finance the Original Project in accordance with the Lease, shall cancel the bond; and

WHEREAS, all such matters are to be undertaken in accordance with the terms and provisions of the Incentive Agreement now before this meeting;

NOW, THEREFORE, BE IT ORDAINED by the Council as follows:

Section 1. After due investigation and consideration, and as contemplated by Section 12-44-40(H) of the Code, the findings and determinations set forth in the Inducement Resolution, particularly Section 1 subparagraphs (a) through (f), inclusive, are hereby ratified and confirmed.

Section 2.

(a) The County hereby agrees to enter into an Incentive Agreement with the Company whereby the Company will agree to invest or cause to be invested not less than \$29,500,000 (without regard to depreciation or other diminution in value) on or before August 31, 2013 with respect to the Expansion Project and to maintain at least \$29,500,000 of investment in such assets (without regard to depreciation or other diminution in value) for the balance of the term of the Incentive Agreement, and the County will agree to accept negotiated FILOT payments with respect to the Expansion Project to be calculated as set forth hereinbelow and in the Incentive Agreement.

(b) The negotiated FILOT with respect to the Expansion Project shall be determined using: (1) an assessment ratio of 6%, (2) the millage rate of 318.9 mills, which is the millage rate currently in effect with respect to the Expansion Project site, which rate shall remain fixed for the term of the Incentive Agreement; (3) the fair market value of the Expansion Project determined in accordance with the Act; and (4) and such other terms and conditions as are specified in the form of Incentive Agreement presented to this meeting. The negotiated FILOT shall extend to all Economic Development Property (as defined in the Incentive Agreement) placed in service during the Expansion Project Investment Period (as defined in the Incentive Agreement).

(c) The County agrees, as an additional incentive to induce the Company to locate the Expansion Project within the County and in consideration of, and as reimbursement for, the Company's investment in certain Special Source Improvements as authorized by the Act, and in consideration of the Company's investment of \$5,600,000 during its fiscal year ending August 31, 2007 with respect to the Expansion Project, to provide to the Company annual Special Source Credits in an annual amount equal to \$60,000 for each of the first five (5) annual negotiated FILOT payments with respect to

the Expansion Project. To the extent that the Company invests or causes to be invested at least \$50,000,000 (without regard to depreciation or other diminution in value) at the Expansion Project by August 31, 2013, the Company shall be entitled to additional annual Special Source Credits (“Additional Credits”) in an amount equal to fifteen percent (15%) of each of the first five (5) annual negotiated FILOT payments with respect to the Expansion Project following the Company’s certification to the County that it has reached such level of investment (the “Additional Credit Period”). In the event that the Company’s investment at the Expansion Project reaches at least \$60,000,000 (without regard to depreciation or other diminution in value) prior to the end of the Additional Credit Period, the Additional Credits shall be increased to twenty percent (20%) for the balance of the Additional Credit Period. The amount and methodology of the Special Source Credits shall be subject to the terms and conditions set forth in the Incentive Agreement. In accordance with the Special Source Act, the Special Source Credits authorized herein shall not, in the aggregate, exceed the aggregate cost of Special Source Improvements funded from time to time by the Company and any Co-investors (as defined herein), and the Special Source Credits authorized herein shall be subject in all respects to the provisions of the Special Source Act.

(d) Investment in the County by the Company and by any affiliates of the Company and by other persons pursuant to financing arrangements described in Section 12-44-120 of the Code (collectively, “Co-Investors”) shall, to the extent permitted by law, count toward all investment requirements set forth herein and in the Act. In addition to the amounts invested by the Company and all Co-Investors with respect to the Expansion Project during the Expansion Project Investment Period, amounts invested by the Company and all Co-Investors with respect to the Expansion Project during the Company’s fiscal year ending August 31, 2007 shall count toward all contractual investment requirements set forth herein or in the Incentive Agreement.

Section 3. The County will diligently take all reasonable acts to insure that the Expansion Project will be included, and will remain, within the boundaries of a multi-county industrial or business park pursuant to the provisions of the Multi-County Park Act on terms which provide, for all jobs created at the Expansion Project during the Expansion Project Investment Period, any additional jobs tax credit afforded by the laws of the State for projects located within multi-county industrial or business park and which facilitate the Special Source Credits described herein. To the extent that any portion of the Expansion Project is located within the jurisdictional limits of a municipality, the County’s designation of such portion of the Expansion Project as part of the Multi-County Park is subject to approval by such municipality under the Multi-County Park Act.

Section 4. The County agrees to re-document the FILOT and other incentives set forth in the Lease and shall replace the Lease and related documents with provisions containing the same incentive benefits and conditions to be set forth as part of the Incentive Agreement. In connection with such re-documentation and replacement, the County will terminate Lease, and, the Company, as sole owner of the bond currently outstanding pursuant to the Lease, will cancel such bond.

Section 5. The provisions, terms, and conditions of the Incentive Agreement presented to this meeting and filed with the Clerk to Council are hereby approved, and all of the provisions, terms, and conditions thereof are hereby incorporated herein by reference as if the Incentive Agreement were set out in this Resolution in its entirety. The Chairman of the Council is hereby authorized, empowered, and directed to execute the Incentive Agreement in the name and on behalf of the County; the Clerk to Council is hereby authorized and directed to attest the same; and the Chairman of the Council is further authorized, empowered, and directed to deliver the Inducement Agreement to the Company.

Section 6. The Incentive Agreement is to be in substantially the form now before this meeting and hereby approved, or with such changes therein as shall not materially adversely affect the rights of the County thereunder and as may be recommended by counsel for the County and as shall be approved by the official or officials of the County executing the same, their execution thereof to constitute conclusive evidence of their approval of any and all changes or revisions therein from the form of the Incentive Agreement now before this meeting.

Section 7. The Chairman of the Council and the Clerk to Council, for and on behalf of the County, are hereby each authorized, empowered, and directed to do any and all things necessary or proper to effect the performance of all obligations of the County under and pursuant to the Incentive Agreement and to carry out the transactions contemplated thereby and by this Ordinance.

Section 8. 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 9. All orders, resolutions, and parts thereof in conflict herewith are to the extent of such conflict hereby repealed. This Ordinance shall take effect and be in full force upon adoption by the Council.

Done in meeting duly assembled August 26, 2008.

LEXINGTON COUNTY, SOUTH CAROLINA

By: _____
William C. Derrick, Chairman, County Council
Lexington County, South Carolina

[SEAL]

Attest:

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

First Reading: March 25, 2008
Public Hearing: May 13, 2008
Second Reading: July 22, 2008
Third Reading: August 26, 2008

PRELIMINARY
FEE IN LIEU OF TAX AND INCENTIVE AGREEMENT

, pertaining to re-documentation of incentive arrangements set forth in that certain Lease Purchase Agreement dated as of August 1, 1999 between Lexington County, South Carolina and Owen Electric Steel Company of South Carolina d/b/a CMC Steel South Carolina (f/k/a SMI Steel South Carolina) and to incentive arrangements with respect to an expansion project,

between

LEXINGTON COUNTY, SOUTH CAROLINA

and

OWEN ELECTRIC STEEL COMPANY OF SOUTH CAROLINA D/B/A
CMC STEEL SOUTH CAROLINA

Dated as of August 1, 2008

THIS FEE IN LIEU OF TAX AND INCENTIVE AGREEMENT IS EXECUTED BY THE PARTIES PURSUANT TO THAT CERTAIN RESOLUTION OF THE COUNTY COUNCIL OF LEXINGTON COUNTY, SOUTH CAROLINA (THE "COUNTY") ADOPTED [AUGUST __], 2008, AND THAT CERTAIN ORDINANCE OF THE COUNTY COUNCIL OF THE COUNTY ENACTED [____], 2008, AND SHALL BE CONSIDERED PRELIMINARY UNTIL ENACTMENT OF SUCH ORDINANCE. THE OBLIGATIONS OF THE COUNTY HEREUNDER ARE SUBJECT TO THE REQUIREMENTS OF THE ACT (AS DEFINED HEREIN).

ARTICLE I	DEFINITIONS.....	2
	Section 1.01. Definitions.....	2
	Section 1.02. References to Agreement.....	8
ARTICLE II	REPRESENTATIONS AND WARRANTIES.....	9
	Section 2.01. Representations and Warranties by County.....	9
	Section 2.02. Representations and Warranties by Company.....	10
ARTICLE III	RE-DOCUMENTATION OF INCENTIVES PERTAINING TO ORIGINAL PROJECT	10
	Section 3.01. Replacement of Lease and Related Documents.....	10
	Section 3.02. Conveyance by the County to the Company of Original Project and Other Leased Property.....	10
ARTICLE IV	COVENANTS OF COUNTY.....	11
	Section 4.01. Agreement to Accept FILOT Payments	11
	Section 4.02. Special Source Credits.....	11
	Section 4.03. Multi-County Park Designation.....	12
	Section 4.04. Commensurate Benefits.....	12
ARTICLE V	COVENANTS OF COMPANY	13
	Section 5.01. Investment in Project.....	13
	Section 5.02. Title to Project.....	13
	Section 5.03. Modification of Project.....	14
	Section 5.04. Funding for Special Source Improvements.....	14
	Section 5.05. Failure to Comply with Expansion Project Contractual Requirement.....	14
	Section 5.06. Payment of Administration Expenses.....	15
	Section 5.07. Use of Project for Lawful Activities.....	15
	Section 5.08. Maintenance of Existence.....	15
	Section 5.09. Records and Reports	16
ARTICLE VI	FEES IN LIEU OF TAXES.....	17
	Section 6.01. Payment of Fees in Lieu of Ad Valorem Taxes.....	17
	Section 6.02. Statutory Lien.....	22
ARTICLE VII	THIRD PARTY ARRANGEMENTS	22
	Section 7.01. Conveyance of Liens and Interests; Assignment.....	22

Section 7.02.	Sponsors and Sponsor Affiliates	23
ARTICLE VIII	TERM; TERMINATION.....	24
Section 8.01.	Term.....	24
Section 8.02.	Termination.....	24
ARTICLE IX	EVENTS OF DEFAULT AND REMEDIES	24
Section 9.01.	Events of Default by Company.....	24
Section 9.02.	Remedies on Event of Default by Company.....	25
Section 9.03.	Defaulted Payments	25
Section 9.04.	Application of Monies upon Enforcement of Remedies against Company	25
Section 9.05.	Default by County.....	26
ARTICLE X	MISCELLANEOUS	26
Section 10.01.	Rights and Remedies Cumulative.....	26
Section 10.02.	Successors and Assigns.....	26
Section 10.03.	Notices; Demands; Requests.....	26
Section 10.04.	Applicable Law	27
Section 10.05.	Entire Understanding	27
Section 10.06.	Severability	27
Section 10.07.	Headings and Table of Contents; References	28
Section 10.08.	Multiple Counterparts	28
Section 10.09.	Amendments	28
Section 10.10.	Waiver.....	28
Section 10.11.	Further Proceedings	28
EXHIBIT A	LEGAL DESCRIPTION	A-1
EXHIBIT B-1	CERTIFICATION OF OWEN ELECTRIC STEEL COMPANY OF SOUTH CAROLINA REGARDING SPECIAL SOURCE CREDITS (ORIGINAL PROJECT)	B-1
EXHIBIT B-2	CERTIFICATION OF OWEN ELECTRIC STEEL COMPANY OF SOUTH CAROLINA REGARDING SPECIAL SOURCE CREDITS (EXPANSION PROJECT).....	B-2

PRELIMINARY FEE IN LIEU OF TAX AND INCENTIVE AGREEMENT

THIS PRELIMINARY FEE IN LIEU OF TAX AND INCENTIVE AGREEMENT (this "Agreement" dated as of August 1, 2008, between LEXINGTON COUNTY, SOUTH CAROLINA (the "County"), a body politic and corporate and a political subdivision of the State of South Carolina, and OWEN ELECTRIC STEEL COMPANY OF SOUTH CAROLINA D/B/A CMC STEEL SOUTH CAROLINA, a corporation organized and existing under the laws of the State of South Carolina formerly D/B/A SMI STEEL SOUTH CAROLINA, acting for itself, any affiliates or other project sponsors (the "Company");

WITNESSETH:

WHEREAS, Lexington County, South Carolina (the "County"), acting by and through its County Council (the "County Council"), is authorized and empowered under and pursuant to the provisions of the Code of Laws of South Carolina, 1976, as amended through the date hereof (the "Code"), particularly Title 12, Chapter 44 (the "Simplified FILOT Act") and Title 4, Chapter 1 of the Code (the "Multi-County Park Act" or, as to Section 4-1-175 thereof, the "Special Source Act") (collectively, the "Act") and by Article VIII, Section 13 of the South Carolina Constitution: (i) to enter into agreements with certain investors to construct, operate, maintain, and improve industrial and commercial facilities through which the economic development of the State of South Carolina (the "State") will be promoted by inducing manufacturing and commercial enterprises to locate, remain, and expand in the State and thus utilize and employ the manpower, agricultural products and natural resources of the State; (ii) to covenant with such investors to accept certain fee in lieu of *ad valorem* tax ("FILOT") payments with respect to such properties; (iii) to permit investors to claim special source credits against their FILOT payments ("Special Source Credits") to reimburse such investors for expenditures in connection with infrastructure serving the County and improved or unimproved real estate used in the operation of a manufacturing or commercial enterprise in order to enhance the economic development of the County; and (iv) to create, in conjunction with one or more other counties, a multi-county industrial or business park (a "Multi-County Park") in order to afford certain enhanced income tax credits to such investors and facilitate the grant of the Special Source Credits; and

WHEREAS, the Company is considering significant investment in the County through the expansion of its steel manufacturing facilities located in the County (the "Expansion Project"), and the Company anticipates that, should its plans proceed as expected, it will invest or cause to be invested at least \$29,500,000 in connection with the Expansion Project and will create a substantial number of direct and indirect jobs within the County and surrounding areas; and

WHEREAS, the County has determined that the Expansion Project will subserve the purposes of the Act and has made certain findings pertaining thereto in accordance with the Act; and

WHEREAS, in accordance with such findings and determinations and in order to induce

the Company to locate the Expansion Project in the County, the County adopted a Resolution on [July, 22], 2008, pursuant to which authorization the County approved the FILOT benefits, Special Source Credits, Multi-County Park benefits and other incentives set forth herein; and

WHEREAS, the Company previously acquired by construction and purchase certain facilities used to manufacture steel at its then existing facility in the County (the “Original Project”); and

WHEREAS, by Ordinance No. 99-12 duly adopted by the County Council on August 24, 1999, the County, being authorized and empowered under and pursuant to the Code, particularly Title 4, Chapter 29 thereof (the “Original FILOT Act), the Special Source Act, and the Multi-County Park Act agreed to provide certain incentives to the Company in connection with the Original Project pursuant to that certain Lease Purchase Agreement between the County and the Company dated as of August 1, 1999 (the “Lease”); and

WHEREAS, in order to defray the costs of acquiring the Original Project, the County issued its \$175,000,000 maximum principal amount Industrial Revenue Bond, Series 1999 (SMI Steel South Carolina Project) (the “Bond”) to the Company pursuant to the Original FILOT Act and the Lease; and

WHEREAS, pursuant to such arrangements, the County acquired title to the Original Project from the Company and leased the Original Project back to the Company pursuant to the Lease; and

WHEREAS, pursuant to Section 12-44-170(B) of the Simplified FILOT Act, the County and the Company have determined to re-document the FILOT and other incentive arrangements specified in the Lease and, in connection therewith, the County will convey to the Company its right, title and interest in and to the Original Project; the Company will cancel the Bond; and the parties will replace the Lease and related documents in their entirety with this Agreement; and

WHEREAS, the County has determined that it is in the best interest of the County to enter into this Agreement with the Company subject to the terms and conditions set forth herein.

NOW, THEREFORE, in consideration of the premises; the potential jobs and investment to be created by the Company which contribute to the tax base and the economic welfare of the County; the respective representations and agreements hereinafter contained; and the sum of \$10.00 in hand, duly paid by the Company to the County, the receipt and sufficiency of which are hereby acknowledged, the County and the Company agree as follows:

ARTICLE I

DEFINITIONS

Section 1.01. Definitions. In addition to the words and terms elsewhere defined in this Agreement, the following words and terms as used herein and in the preambles hereto shall

have the following meanings unless the context or use indicates another or different meaning or intent.

"Act" shall mean, collectively, the Simplified FILOT Act, the Multi-County Park Act and the Special Source Act.

"Administration Expenses" shall mean the reasonable and necessary expenses incurred by the County in the fulfillment of its obligations under this Agreement and in the implementation of its terms and provisions, including attorneys' fees at the hourly rates which are standard for the applicable legal services to the County, but excluding expenses incurred by the County in defending either challenges to the incentives provided herein by third parties or suits brought by the Company under **Section 9.05** hereof; provided, however, that no such expense shall be considered an Administration Expense unless the County and the Company shall have first agreed, prior to the County incurring such expense, as to the maximum amount thereof or as to the basis for which such expenses will be incurred, and that the County shall have furnished to the Company an itemized statement of all expenses incurred and provided, further, that nothing herein shall be construed as prohibiting the County from engaging the counsel of its choice for matters deemed necessary and prudent by the County.

"Affiliate" shall mean any corporation, limited liability company, partnership or other Person or entity which owns all or part of the Company or which is owned in whole or in part by the Company or by any partner, shareholder or owner of the Company.

"Agreement" shall mean this Preliminary Fee in Lieu of Tax and Incentive Agreement as originally executed and from time to time supplemented or amended as permitted herein as security for the County's obligation under the Bond.

"Assignment" shall mean that certain Assignment Agreement entered into by and between the County and the Company in connection with the Original Project.

"Bond" shall mean the \$175,000,000 maximum principal amount Lexington County, South Carolina Industrial Revenue Bond, Series 1999 (SMI Steel South Carolina Project) issued by the County to the Company in accordance with the provisions of the Lease and the Original FILOT Act.

"Code" shall mean the Code of Laws of South Carolina, 1976, as amended through the date hereof unless the context clearly requires otherwise.

"Co-Investor" shall mean any Sponsor or Sponsor Affiliate within the meaning of Sections 12-44-30(A)(18) and (19) of the Code, any Affiliate of the Company or of any such Sponsor or Sponsor Affiliate, any developer in a build-to-suit arrangement with respect to the Original Project or the Expansion Project, as the case may be, any lessor of equipment or other property comprising a part of the Original Project or the Expansion Project, as the case may be, any financing entity or other third party investing in or providing funds for the Original Project or the Expansion Project, as the case may be. The Company shall notify the County in writing of the identity of any other Co-Investor and shall, to the extent the Company and any such Co-

Investor intend to extend the benefits of the Negotiated FILOT to property owned by or leased to such Co-Investor pursuant to **Section 7.02** hereof, qualify such Co-Investor as a Sponsor or Sponsor Affiliate pursuant to the Simplified FILOT Act. As of the date of original execution and delivery of this Agreement, the only Co-Investors with respect to the Expansion Project are: (1) CMC Steel Fabricators, Inc. d/b/a CMC Joist & Deck; (2) Owen Industrial Products, Inc. d/b/a CMC Metal Recycling; and (3) Owen Electric Steel Company of South Carolina d/b/a Spray Forming International. There are currently no Co-Investors with respect to the Original Project.

"Company" shall mean Owen Electric Steel Company of South Carolina d/b/a CMC Steel South Carolina, a South Carolina corporation formerly d/b/a SMI Steel South Carolina, and any surviving, resulting, or transferee entity in any merger, consolidation or transfer of assets permitted under **Sections 5.08 or 7.01** hereof or any other assignee hereunder which is designated by the Company and approved by the County.

"Council" shall mean the governing body of the County and its successors.

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

"Deficiency Payment" shall have the meaning specified in **Section 6.01(e)** hereof.

"Department of Revenue" shall mean the South Carolina Department of Revenue.

"Economic Development Property" shall mean, with respect to the Original Project, each item of real and tangible personal property comprising the Original Project which was placed in service during the Original Project Investment Period and, with respect to the Expansion Project, each item of real and tangible personal property comprising the Expansion Project which will be placed in service during the Expansion Project Investment Period; provided, however, that, in each case such property must meet the requirements of Sections 12-44-30(6) and 12-44-40(C) of the Code, and in each case Non-Qualifying Property is specifically excluded.

"Event of Default" shall mean an Event of Default, as set forth in **Section 9.01** hereof.

"Existing Property" shall mean property proscribed from becoming Economic Development Property under this Agreement pursuant to Section 12-44-110 of the Code, including without limitation property which has been subject to *ad valorem* taxes in the State prior to commencement of the Original Project Investment Period or after the Original Project Investment Period and prior to the Expansion Project Investment Period, as the case may be, and property included in the Project as part of the repair, alteration, or modification of such previously taxed property; provided, however, that Existing Property shall not include: (a) the Land; (b) property acquired or constructed by or on behalf of the Company during the Original Project Investment Period or the Expansion Project Investment Period, as the case may be, which has not been placed in service in this State prior to the Original Project Investment Period or the Expansion Project Investment Period, as applicable, notwithstanding that *ad valorem* taxes have heretofore been paid with respect to such property; (c) property purchased by or on behalf of the Company during the Original Project Investment Period or the Expansion Project Investment Period, as the case may be, in a transaction other than between any of the entities

specified in Section 267(b) of the Internal Revenue Code, as defined under Chapter 6 of Title 12 of the Code as of the time of the transfer, to the extent that the Company invests, or causes to be invested, at least an additional \$45,000,000 in the Original Project or the Expansion Project, as applicable, exclusive of the property identified in this clause (c); (d) modifications which constitute an expansion of the real property portion of the Existing Property, all as determined pursuant to Section 12-44-110 of the Code; or (e) Replacement Property.

"Expansion Project" shall mean: (i) that portion of the Land described on **Exhibit A** hereto as land added to the Project as part of the Expansion Project; (ii) all buildings, structures, fixtures and other real property improvements constructed on the Land; (iii) all machinery, equipment, furnishings and other personal property acquired by or on behalf of the Company for use on or about the Land; and (iv) any Replacement Property replacing portions of the Expansion Project; provided, however, except as to Replacement Property replacing portions of the Expansion Project, the term Expansion Project shall be deemed to include such real property improvements and personal property, whether now existing or hereafter constructed or acquired, only to the extent placed in service during the Expansion Project Investment Period, and the term Expansion Project shall be deemed to exclude the Original Project, any Existing Property or other Non-Qualifying Property; and, provided further, that, for all purposes other than determining which assets qualify as Economic Development Property qualifying for Negotiated FILOT Payments, the term Expansion Project shall include assets placed in service by the Company during its fiscal year ending August 31, 2007.

"Expansion Project Contractual Requirement" shall mean investment on or before August 31, 2013 of not less than \$29,500,000 (without regard to depreciation or other diminution in value) in the aggregate by the Company and any Co-Investor in assets comprising the Expansion Project and consisting of property which is subject to either *ad valorem* taxes or FILOT Payments and the maintenance of at least \$29,500,000 of investment in such assets (without regard to depreciation or other diminution in value) for the balance of the Term.

"Expansion Project Investment Period" shall mean the period commencing September 1, 2007 and ending August 31, 2013, unless the County in its sole discretion extends the period for completion of the Expansion Project pursuant to Section 12-44-30(13) of the Code, in which event, the Expansion Project Investment Period shall end on the date specified by the County in connection with such extension; provided, however, that there shall be no extension of the August 31, 2013 deadline for meeting the Expansion Project Contractual Requirement or the Statutory Compliance Requirement, all subject to the applicable provisions of Section 12-44-30(13) of the Code.

"Expansion Project Special Source Credits" shall mean the credits described in **Section 4.02(b)** hereof to be taken against the FILOT Payments made with respect to the Expansion Project, including the Base Credits described therein and, if applicable, the Additional Credits described therein.

"FILOT" shall mean fee in lieu of *ad valorem* property taxes.

"*FILOT Payments*" or "*FILOT Revenues*" shall mean the payments to be made with respect to the Project pursuant to **Section 6.01** hereof, including the Negotiated FILOT paid pursuant to **Section 6.01(b)** hereof, and any fee in lieu of tax payments made pursuant to the Multi-County Park Act.

"*Land*" shall mean the land upon which the Project has been or will be constructed, as described in **Exhibit A** attached hereto, as **Exhibit A** may be supplemented from time to time in accordance with the provisions hereof.

"*Lease*" shall mean that certain Lease Purchase Agreement entered by and between the County and the Company in connection with the Original Project.

"*Leased Property*" shall have the meaning ascribed to it in the Lease.

"*Multi-County Park*" shall mean the multi-county industrial or business park extending to the Project pursuant to the Multi-County Park Agreement, and any multi-county industrial or business park which includes the Project and which is designated by the County as such pursuant to any agreement, which supersedes or replaces the initial Multi-County Park Agreement.

"*Multi-County Park Act*" shall mean Title 4, Chapter 1 of the Code, as amended through the date hereof.

"*Multi-County Park Agreement*" shall mean that certain Multi-County Park Agreement between the County, and Calhoun County, South Carolina pertaining to the Project, dated as of December 11, 1995, as amended, supplemented, or replaced from time to time to include all or any portion of the Project.

"*Negotiated FILOT*" or "*Negotiated FILOT Payments*" shall mean the FILOT payments due pursuant to **Section 6.01** hereof with respect to that portion of the Original Project or the Expansion Project, as the case may be, consisting of Economic Development Property which qualifies pursuant to the Simplified FILOT Act for the negotiated assessment ratios and millage rates described in **Section 6.01(b)(ii)** and **Section 6.01(b)(iii)** hereof.

"*Non-Qualifying Property*" shall mean that portion of the facilities located on the Land and consisting of: (i) Existing Property; (ii) except as to Replacement Property, property which the Company places in service after the end of the Original Project Investment Period and before the Expansion Project Investment Period or after the end of the Expansion Project Investment Period, as applicable; and (iii) any other property which fails or ceases to qualify for Negotiated FILOT Payments under the Simplified FILOT Act, including without limitation property as to which the Company has terminated the Negotiated FILOT pursuant to **Section 5.01(3)(iii)** hereof. Economic Development Property qualifying as part of the Original Project shall be considered Non-Qualifying Property with respect to the Negotiated FILOT Payments applicable to the Expansion Project, and Economic Development Property qualifying as part of the Expansion Project shall be considered Non-Qualifying Property with respect to the Negotiated FILOT Payments applicable to the Original Project.

"Original Project Act" shall mean Section 4-29-67 of the Code, as amended through the date of execution and delivery of the Lease.

"Original Project" shall mean: (i) that portion of the Land described on **Exhibit A** hereto as land added to the Project as part of the Original Project; (ii) all buildings, structures, fixtures and other real property improvements constructed on the Land; (iii) all machinery, equipment, furnishings and other personal property acquired by or on behalf of the Company for use on or about the Land; and (iv) any Replacement Property replacing portions of the Original Project; provided, however, except as to Replacement Property replacing portions of the Original Project, the term Original Project shall be deemed to include such real property improvements and personal property, whether now existing or hereafter constructed or acquired, only to the extent placed in service during the Original Project Investment Period, and the term Original Project shall be deemed to exclude the Expansion Project, any Existing Property or other NonQualifying Property.

"Original Project Investment Period" shall mean the period for completion of the Original Project, which shall mean the period commencing on May 30, 1997 and ending on the last day of the seven-year period originally specified in the Lease pursuant to Section 4-29-67(C)(2)(a) of the Original FILOT Act, *i.e.*, period ending August 31, 2006.

"Original Project Special Source Credits" shall mean the credits described in **Section 4.02(a)** hereof.

"Person" shall mean and include any individual, association, unincorporated organization, corporation, partnership, limited liability company, joint venture, or government or agency or political subdivision thereof.

"Project" shall mean, collectively, the Expansion Project and the Original Project.

"Property Tax Year" shall mean the annual period which is equal to the fiscal year of the Company, *i. e.*, the period ending on August 31 of each year.

"Released Property" shall include Economic Development Property which is scrapped, sold, disposed of, or released from this Agreement by the Company pursuant to **Section 5.03(c)** hereof and Section 12-44-50(B) of the Code; any portion of the Economic Development Property constituting infrastructure which the Company dedicates to the public use within the meaning of Section 12-6-3420(C) of the Code; and any Economic Development Property damaged, destroyed, or taken by process of eminent domain and not restored or replaced.

"Replacement Property" shall mean all property installed in or at the Project in substitution of, or as replacement for, any Released Property, regardless of whether such property serves the same function as the property it replaces and regardless of whether more than one piece replaces a single piece of the Project, but only to the extent that such property may be included in the calculation of the Negotiated FILOT pertaining to the Original Project or the

Expansion Project, as the case may be, pursuant to **Section 6.01(d)** hereof and Section 12-44- 60 of the Code.

"Simplified FILOT Act" shall mean Title 12, Chapter 44 of the Code, as amended through the date hereof.

"Special Source Act" shall mean Section 4-1-175 of the Code, as amended through the date hereof.

"Special Source Credits" shall mean, collectively, the Expansion Project Special Source Credits and the Original Project Special Source Credits.

"Special Source Improvements" shall mean, to the extent paid for by the Company or any Co-Investor in connection with the Project, any infrastructure serving the economic development of the County and any improved and unimproved real property, buildings, structural components of buildings, fixtures or other real property improvements used in the operation of a manufacturing or commercial enterprise in order to enhance the economic development of the County, all as set forth in the Special Source Act.

"Sponsor" and *"Sponsor Affiliate"* shall mean an entity whose investment with respect to the Original Project or the Expansion Project, as the case may be, will qualify for the Negotiated FILOT pursuant to **Section 7.02** hereof and Sections 12-44-30(A)(18) or (19) and Section 12-44-130 of the Code if the Statutory Investment Requirement is met by August 31, 2013. As of the date of original execution and delivery of this Agreement, the only Sponsors or Sponsor Affiliates with respect to the Expansion Project are: (1) CMC Steel Fabricators, Inc. d/b/a CMC Joist & Deck; (2) Owen Industrial Products, Inc. d/b/a CMC Metal Recycling; and (3) Owen Electric Steel Company of South Carolina d/b/a Spray Forming International.. There are currently no Sponsors or Sponsor Affiliates with respect to the Original Project.

"State" shall mean the State of South Carolina.

"Statutory Investment Requirement" shall mean investment with respect to the Original Project or the Expansion Project as the case may be by any one of the Company, any other Sponsor or any Sponsor Affiliate of not less than \$2,500,000.

"Term" shall mean the term of this Agreement, as set forth in **Section 8.01** hereof.

"Transfer Provisions" shall mean the provisions of Section 12-44-120 of the Code, as amended through the date hereof.

Section 1.02. References to Agreement. The words "hereof", "herein", "hereunder", and other words of similar import refer to this Agreement as a whole.

ARTICLE II

REPRESENTATIONS AND WARRANTIES

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

(a) The County is a body politic and corporate and a political subdivision of the State and is authorized and empowered by the provisions of the Act to enter into the transactions contemplated by this Agreement and to carry out its obligations hereunder. By proper action by the Council, the County has duly authorized the execution and delivery of this Agreement and the Negotiated FILOT Payments and Special Source Credits as set forth herein, the inclusion of the Project in the Multi-County Park, and any and all actions reasonably necessary and appropriate to consummate the transactions contemplated hereby and has obtained all consents and approvals required under the Act to carry out its obligations under this Agreement.

(b) The County has determined the Project will subserve the purposes of the Act and has made all other findings of fact required by the Act in connection with the undertaking of the arrangements set forth herein.

(c) This Agreement has been duly authorized, executed and delivered on behalf of the County. The authorization, execution, and delivery of this Agreement and the performance by the County of its obligations hereunder will not, to the best knowledge of the undersigned representatives of the County, conflict with or constitute a breach of, or a default under, any South Carolina law, court or administrative regulation, decree, order, provision of the Constitution or laws of the State relating to the establishment of the County or its affairs, or any material agreement, mortgage, lease, or other instrument to which the County is subject or by which it is bound, nor, to the best knowledge of the undersigned representatives of the County, any existing law or the provisions of the Constitution of the State.

(d) To the best knowledge of the undersigned representatives of the County, no actions, suits, proceedings, inquiries, or investigations are pending or threatened against or affecting the County in any court or before any governmental authority or arbitration board or tribunal, any of which to the best knowledge of the undersigned representatives of the County could materially adversely affect this Agreement or which could, in any way, adversely affect the validity or enforceability of this Agreement or the transactions contemplated hereby.

(e) The County has not sold, assigned, leased, mortgaged, granted easements or rights of way, encumbered, or otherwise conveyed or transferred any of its right, title or interest in the Lease, the Original Project or other Leased Property except as contemplated by the Lease.

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

(a) The Company is a corporation validly existing and in good standing under the laws of the State of South Carolina and authorized to do business in the State of South Carolina; has all requisite power to enter into this Agreement and to carry out its obligations hereunder; and by proper action has been duly authorized to execute and deliver this Agreement. The Company's fiscal year end is August 31, and the Company will notify the County of any changes in the fiscal year of the Company.

(b) The Company intends to operate the Project primarily as a manufacturing facility.

(c) The agreements with the County with respect to the FILOT, the Special Source Credits and the Multi-County Park were factors in inducing the Company to locate the Project within the County and the State.

(d) No actions, suits, proceedings, inquiries, or investigations known to the undersigned representatives of the Company are pending or threatened against or affecting the Company in any court or before any governmental authority or arbitration board or tribunal, which could materially adversely affect this Agreement or which could, in any way, adversely affect the validity or enforceability of this Agreement, or the transactions contemplated hereby.

(e) The Company is the sole owner of the Bond.

ARTICLE III

RE-DOCUMENTATION OF INCENTIVES PERTAINING TO ORIGINAL PROJECT

Section 3.01. Replacement of Lease and Related Documents. The Company and the County hereby agree and acknowledge that, from and after the execution and delivery of this Agreement: (i) this Agreement shall replace the Lease, the Bond, and the Assignment in their entirety and as to all matters pertaining to the incentives applicable to the Original Project and (ii) the Simplified FILOT Act shall govern the Negotiated FILOT arrangements pertaining to the Original Project. In furtherance of such replacement, the parties agree that the Lease and Assignment are hereby terminated and that the Bond is hereby canceled and the County's obligations under each such instrument or agreement are deemed fully discharged.

Section 3.02. Conveyance by the County to the Company of Original Project and Other Leased Property. Simultaneously with the execution and delivery of this Agreement, the County has by Quitclaim Deed and Bill of Sale, re-conveyed to the Company all assets comprising the Original Project and other Leased Property which are currently titled in the County pursuant to the terms of the Lease. The County covenants and agrees to take such further

steps and to execute and deliver such further instruments, agreements or other documents as shall be reasonably required by the Company to evidence or confirm such conveyance.

ARTICLE IV

COVENANTS OF COUNTY

Section 4.01. Agreement to Accept FILOT Payments. The County hereby agrees to accept Negotiated FILOT Payments in accordance with **Section 6.01** hereof in lieu of *ad valorem* taxes with respect to that portion of the Project consisting of Economic Development Property until this Agreement expires or is sooner terminated.

Section 4.02. Special Source Credits.

(a) As reimbursement for the Company's investment in Special Source Improvements related to the Original Project and subject to the requirements of the Special Source Act, the County agrees that the Company shall be entitled to claim Special Source Credits against the annual FILOT Payments with respect to the Original Project in an amount equal to twenty-seven percent (27%) of each such annual FILOT Payment (the "Original Project Special Source Credits") during the original term applicable to incentives for the Original Project, *i.e.* through the FILOT Payment due with respect to Property Tax Year ending August 31, 2026. In accordance with the Special Source Act, the Original Project Special Source Credits authorized herein shall not, in the aggregate, exceed the aggregate cost of Special Source Improvements funded by the Company and any Co-Investors from time to time.

(b) In consideration of, and as reimbursement for, the Company's investment in the Special Source Improvements and in consideration of the Company's investment of \$5,600,000 during its fiscal year ending August 31, 2007 with respect to the Expansion Project, the County agrees, that the Company shall be entitled to claim Special Source Credits in an annual amount equal to \$60,000 against each of the first five (5) annual FILOT Payments with respect to the Expansion Project (the "Base Credits"). To the extent that the Company and any Co-Investors collectively invest \$50,000,000 or more (without regard to depreciation or other diminution in value) at the Expansion Project by August 31, 2013, the Company shall be entitled to additional annual Special Source Credits (the "Additional Credits" and, together with the Base Credits, the "Expansion Project Special Source Credits") in an amount equal to fifteen percent (15%) of each of the first five (5) annual FILOT Payments with respect to the Expansion Project following the Company's certification to the County that it has reached such level of investment (the "Additional Credit Period"). In the event that the Company and any Co-Investors collectively invest \$60,000,000 or more (without regard to depreciation or other diminution in value) prior to the end of the Additional Credit Period, the annual Additional Credits shall increase to twenty percent (20%) for the remainder of the Additional Credit Period. In accordance with the Special Source Act, the Expansion Project Special Source Credits authorized herein shall not, in the

aggregate, exceed the aggregate cost of Special Source Improvements funded by the Company and any Co-Investors from time to time, and the Special Source Credits authorized herein shall be subject in all respects to the provisions of the Special Source Act. The Special Source Credits authorized in this subsection (b) shall be calculated, to the extent provided in the Act, based upon the extent to which the Expansion Project is located in the Multi-County Park.

(c) The Company shall claim the Special Source Credits by filing with the County Administrator and the County Auditor, at the time it makes its annual FILOT Payments, Special Source certifications showing the amount of aggregate investment in the Original Project or Expansion Project, as applicable, and in the Special Source Improvements, and the calculation of the Special Source Credits, substantially in the form of **Exhibit B-1 or Exhibit B-2** hereto. The Company may deduct an amount equal to the annual Special Source Credits from the corresponding FILOT Payment.

(d) THE SPECIAL SOURCE CREDITS AUTHORIZED HERE SHALL NOT CONSTITUTE A GENERAL OBLIGATION OF THE COUNTY. THE ORIGINAL PROJECT SPECIAL SOURCE CREDITS SHALL BE PAYABLE SOLELY FROM THE FILOT PAYMENTS PERTAINING TO THE ORIGINAL PROJECT, AND THE EXPANSION PROJECT SPECIAL SOURCE CREDITS SHALL BE PAYABLE SOLELY FROM THE FILOT PAYMENTS PERTAINING TO THE EXPANSION PROJECT.

Section 4.03. Multi-County Park Designation. The County has designated or will designate the Project as part of the Multi-County Park pursuant to the Multi-County Park Act and will, to the extent permitted by law, use its best, reasonable efforts to maintain such designation on terms which provide any additional job tax credits afforded by the laws of the State for projects located within multi-county industrial or business parks for all jobs created by the Company during the Expansion Project Investment Period and which facilitate the Special Source Credits arrangements set forth herein. To the extent that any portion of the Project is located within the jurisdictional limits of a municipality, the County's designation of such portion of the Project as part of the Multi-County Park is subject to approval by such municipality under the Multi-County Park Act.

Section 4.04. Commensurate Benefits. The parties acknowledge the intent of this Agreement, in part, is to afford the Company the benefits specified in this **Article IV** in consideration of the Company's decision to locate the Project within the County, and this Agreement has been entered into in reliance upon the enactment of the Act and the County's compliance with the requirements thereof. In the event that a court of competent jurisdiction holds that the Act is unconstitutional or this Agreement or agreements similar in nature to this Agreement are invalid or unenforceable in any material respect, or should the Company determine there is a reasonable doubt as to the validity or enforceability of this Agreement in any material respect, then at the request of the Company, the County agrees to use its best, reasonable efforts to extend to the Company the intended benefits of this Agreement and agrees, if requested, to enter into a lease purchase agreement with the Company pursuant to Section 12-

44-160; Title 4, Chapter 29 or Title 4, Chapter 12 of the Code, as applicable, or to take such other steps as may be appropriate to extend to the Company the intended benefits of this Agreement. The Company acknowledges, if a court of competent jurisdiction holds all or part of the Simplified FILOT Act is unconstitutional or otherwise illegal, the Simplified FILOT Act provides the Company must transfer the Economic Development Property to the County within 180 days following such determination in order for the Negotiated FILOT benefits to continue to apply. In such lease purchase agreement, the County, upon the conveyance of title to the Project to the County at the expense of the Company, agrees to lease the Project to the Company.

ARTICLE V

COVENANTS OF COMPANY

Section 5.01. Investment in Project.

(a) The County hereby agrees and acknowledges that the Company has met all investment and job creation requirements with respect to the Original Project heretofore required by the Lease and/or the Act and that the Company is currently in compliance with all requirements set forth in Lease, the Bond and the Assignment.

(b) The Company hereby agrees to acquire, or cause to be acquired, the Expansion Project, as the same shall be determined from time to time by the Company in its sole discretion, and to comply with, or cause to be complied with, the Expansion Project Contractual Requirement and, prior to the end of the Expansion Project Investment Period, the Statutory Investment Requirement. As required by Section 12-44-30(2) of the Code, at least a portion of the assets comprising the Expansion Project shall be placed in service no later than the end of the Property Tax Year which is three years from the year in which this Agreement is executed and delivered, *i.e.* the Property Tax Year ending on August 31, 2011.

(c) Expenditures by Co-Investors shall, together with expenditures by the Company, count toward all investment requirements related to the Expansion Project Contractual Requirement, and to the full extent permitted by the Simplified FILOT Act, the Statutory Investment Requirement. In addition to the amounts invested by the Company and all Co-Investors with respect to the Expansion Project during the Expansion Project Investment Period, amounts invested by the Company and all Co-Investors with respect to the Expansion Project during the Company's fiscal year ending August 31, 2007 shall count toward all contractual investment requirements set forth herein. Aggregate investment shall generally be determined by reference to the Property Tax Returns of the Company and any Co-Investors pertaining to the Expansion Project without regard to depreciation or other diminution in value.

Section 5.02. Title to Project. The Company and/or its designated Co-Investors shall retain title to its respective portion of the Project throughout the Term of this Agreement, and the Company and any Co-Investor shall have full right to mortgage or encumber the Project in connection with any financing transactions.

Section 5.03. Modification of Project. The Company shall have the right at any time and from time to time during the Term hereof to undertake, or permit a Co-Investor to undertake, any of the following:

(a) The Company or a Co-Investor may, at its own expense, add to the Project all such real and personal property as the Company in its discretion deems useful or desirable, including Economic Development Property qualifying for the Negotiated FILOT under **Section 6.01** hereof without any limit as to the amount thereof.

(b) Subject to the provisions of **Sections 5.05, 6.01(f)(ii) and 9.01** hereof, in any instance when the Company or a Co-Investor in its discretion determines any items included in the Project, including any portion of the Land and any other Economic Development Property, have become inadequate, obsolete, worn out, unsuitable, undesirable, or unnecessary for operations at the Project, the Company or such Co-Investor may remove such items or portions of the Project from the Project and sell, trade in, exchange, or otherwise dispose of them as a whole or in part without the consent of the County.

(c) Subject to **Section 6.01(f)(ii)** hereof, the Company or a Co-Investor may, at any time and in its discretion by written notice to the County, remove any Economic Development Property, real or personal, from the Negotiated FILOT set forth in this Agreement and retain such property for use as part of its operations in the County, and thereafter such property will be subject to a FILOT under the Multi-County Park Agreement which is equivalent to *ad valorem* taxes. Calculation of the Special Source Credits authorized pursuant to **Section 4.02** hereof shall continue to include the FILOT Payments with respect to the property so removed and retained for the periods specified in **Section 4.02**.

(d) If the Company or a Co-Investor sells, leases, or otherwise disposes of any portion of, or adds any real property to, the Land, the Company or such Co-Investor shall deliver to the County, within 30 days thereafter, a new **Exhibit A** to this Agreement.

(e) All Economic Development Property sold, leased or otherwise disposed of under this Section shall be deemed Released Property for purposes of this Agreement.

Section 5.04. Funding for Special Source Improvements. The Company agrees to provide or cause to be provided funding for all Special Source Improvements.

Section 5.05. Failure to Comply with Expansion Project Contractual Requirement. If the Company fails to reach the level of investment specified by the Expansion Project Contractual Requirement on or before August 31, 2013, the Negotiated FILOT, Special Source Credits, Multi-County Park designation and other incentives specified herein with respect to the Expansion Project shall terminate retroactively, unless, at the request of the Company, the County agrees, in its sole discretion, to waive such termination or otherwise adjust such incentives. If the Company reaches the level of investment specified by the Expansion Project

Contractual Requirement, but thereafter fails to maintain the level of investment specified by the Expansion Project Contractual Requirement, the Negotiated FILOT, Special Source Credits, Multi-County Park designation and other incentives specified herein with respect to the Expansion Project shall terminate prospectively, unless, at the request of the Company, the County agrees, in its sole discretion, to waive such termination or otherwise adjust such incentives.

Section 5.06. Payment of Administration Expenses. The Company will reimburse the County from time to time for its Administration Expenses promptly upon written request therefor, but in no event later than sixty (60) days after receiving written notice from the County specifying the nature of such expense and requesting the payment of the same. The County acknowledges it imposes no charges in the nature of impact fees or recurring fees in connection with the incentives authorized by this Agreement, and, aside from the attorneys' fees, the County anticipates no out of pocket expenses in connection with this Agreement and the transactions authorized hereby. The parties understand that counsel to the County has estimated its fees and other expenses for review of this Agreement, the Multi-County Park Agreement and all resolutions, ordinances and other documentation related thereto at [\$_____].

Section 5.07. Use of Project for Lawful Activities. During the Term of this Agreement, the Company shall use the Project as it deems fit for any lawful purpose.

Section 5.08. Maintenance of Existence. Unless the County shall consent otherwise, which consent shall not be unreasonably withheld, the Company covenants that it will maintain its separate existence and will not dissolve or consolidate with, merge into or transfer, or otherwise dispose of substantially all of its property to any other entity or permit one or more other entities to consolidate with or merge into it or purchase substantially all of its property unless:

(a) the Company shall be the continuing entity, or the entity formed by such consolidation or into which the Company is merged or the entity which acquires by conveyance or transfer all or substantially all of the Company's assets shall (i) be an entity organized and existing under the laws of the United States of America or any state thereof or the District of Columbia and qualified to do business in the State; (ii) have a net worth equal to or greater than the net worth of the Company immediately preceding the date of such merger, consolidation or transfer; and (iii) expressly and unconditionally assumes, by written agreement supplemental hereto and acceptable to the County as to form and content, the obligations of the Company arising under this Agreement from the effective date of such acquisition, conveyance or transfer. ;

(b) immediately after giving effect to such transaction, no Event of Default, and no event, which, after notice or lapse of time or both, would become an Event of Default, shall have happened and be continuing; and

(c) the Company shall within sixty (60) days following such acquisition, conveyance or transfer deliver to the County (i) a certificate of a duly authorized officer of the Company, accompanied by financial statements of the surviving company (if

other than the Company) showing compliance with the net worth requirements specified in paragraph (a) above and (ii) an opinion of counsel for the Company and/or counsel to the transferee company, each stating that such consolidation, merger, conveyance or transfer and such supplement to this Agreement comply with this Section and that all conditions precedent herein provided for relating to such transaction have been complied with.

Upon any consolidation or merger or any conveyance or transfer of all or substantially all of the Company's assets in accordance with this Section, the successor entity formed by such consolidation or into which the Company is merged or to which such conveyance or transfer is made shall succeed to, and be substituted for, and may exercise every right and power of the Company under this Agreement with the same effect as if such successor entity had been named as the Company herein, and thereafter the Company shall be relieved of all obligations and covenants under this Agreement.

If a consolidation, merger or conveyance or transfer is made as permitted by this Section, the provisions of this Section shall continue in full force and effect and no further consolidation, merger or conveyance or transfer shall be made except in compliance with the provisions of this Section.

The Company acknowledges transfers of this Agreement or Economic Development Property may cause the Economic Development Property to become ineligible for a Negotiated FILOT or result in penalties under the Act absent compliance by the Company with the Transfer Provisions.

Section 5.09. Records and Reports. The Company agrees to maintain such books and records with respect to the Project as will permit the identification of those portions of the Project which it has placed in service during each Property Tax Year in the Original Project Investment Period or the Expansion Project Investment Period, as the case may be, the amount of investment with respect thereto in each such year, compliance with the Expansion Project Contractual Requirement and computations of all Negotiated FILOT Payments and Special Source Credits made hereunder. The Company further agrees to comply with all reporting requirements of the State and the County applicable to Economic Development Property under the Act, including without limitation the reports required by 12-44-90 of the Code (collectively, "Filings"); provided, however, that the parties hereby waive in its entirety the requirement under Section 12-44-55 of the Code for a recapitulation of the terms of this Agreement. Specifically, the Company shall provide the following:

(a) Each year during the Term hereof, the Company shall deliver to the County Auditor and the County Assessor a copy of its most recent annual filings made with the Department of Revenue with respect to the Project at the same time as delivery thereof to the Department of Revenue.

(b) The Company shall cause a copy of this Agreement, as well as a copy of the completed Form PT-443 required by the Department of Revenue, to be filed within thirty (30) days after the date of execution and delivery hereof with the County Auditor

and the County Assessor of the County and of each county which is a party to the Multi-County Park Agreement, and with the Department of Revenue and shall update such Form PT-443 from time to time to the extent that the information therein is no longer accurate.

Notwithstanding any other provision of this Section, the Company may, by clear, written designation, conspicuously marked, designate with respect to any Filings delivered to the County segments thereof that the Company believes contain proprietary, confidential, or trade secret matters. The County shall comply with all reasonable, written requests made by the Company with respect to maintaining the confidentiality of such designated segments. Except to the extent required by law, the County shall not knowingly and voluntarily release information, which has been designated as confidential or proprietary by the Company.

ARTICLE VI

FEES IN LIEU OF TAXES

Section 6.01. Payment of Fees in Lieu of Ad Valorem Taxes

(a) In accordance with the Simplified FILOT Act, the parties hereby agree that there shall be due annually with respect to that portion of the Project constituting Economic Development Property, whether owned by the Company or by a Sponsor or Sponsor Affiliate, a Negotiated FILOT calculated as set forth in this Section, at the places, in the manner and subject to the penalty assessments prescribed by the County or the Department of Revenue for *ad valorem* taxes. The Negotiated FILOT Payments shall be due under current Code requirements on the January 15 following the year in which the County adds the Economic Development Property to its tax rolls. It is anticipated that the initial Negotiated FILOT payable hereunder with respect to the Original Project shall, as a continuation of the Negotiated FILOT payments under the Lease, be due and payable on January 15, 2009 and that the initial Negotiated FILOT payable hereunder with respect to the Expansion Project, will be due on January 15, 2010. If the Company designates any additional Sponsor or Sponsor Affiliates, as the same shall have been consented to by the County pursuant to **Section 7.02** hereof, the Company must notify the County in writing at the time of such designation as to whether such Sponsor or Sponsor Affiliate shall be primarily liable for all or any portion of the FILOT Payments hereunder. Unless and until such notification is received, and the County consents in writing, the Company shall be primarily liable for all FILOT Payments with respect to the Project.

(b) Subject to adjustment pursuant to the provisions of this **Section 6.01**, the Negotiated FILOT shall be calculated each year in accordance with the following provisions:

(i) For each annual increment of investment in Economic Development Property during the Original Project Investment Period and the Expansion Project Investment Period, respectively, the annual Negotiated FILOT

Payment with respect to the Expansion Project shall be payable for a period of 20 years for a total of 27 years for the Original Project and 25 years for the Expansion Project (or up to 30 years if the Expansion Project Investment Period is extended pursuant to Section 12-44-30(13) of the Code).

(ii) The Negotiated FILOT applicable to the Original Project shall be calculated using (1) an assessment ratio of 6%; (2) a millage rate of 278.7 mills, which was the millage rate applicable under the Lease, which rate shall be fixed in accordance with Section 12-44-50(A)(1)(b)(i) of the Code for the entire 27 years specified in clause (i) above; and (3) the fair market value of such Economic Development Property determined as provided hereinbelow. As authorized in Section 4-29-67(D)(2)(b) of the Original FILOT Act and Section 12-44-50-(A)(3) of the Simplified FILOT Act, the County has agreed that the Company may calculate the Negotiated FILOT Payments applicable to the Original Project in accordance with an alternative payment method commonly referred to as the “Flat Fee Calculation”, which Flat Fee Calculation produces approximately equal annual Negotiated FILOT Payments and yields, based upon a discount rate of 7.03%, over the twenty-year payment period for each annual increment of the Original Project, a payment stream which has the same net present value as the payment stream which would be generated using the standard calculation provided under Section 12-44-50(A)(1) (the “Standard Fee Calculation”).

(iii) The Negotiated FILOT applicable to the Expansion Project shall be calculated using (1) an assessment ratio of 6%; (2) a millage rate of 318.9 mills, which is the millage rate applicable from July 1, 2007 through June 30, 2008, which rate shall be fixed in accordance with Section 12-44-50(A)(1)(b)(i) of the Code for the entire term of this Agreement; and (3) the fair market value of such Economic Development Property determined as provided hereinbelow. The Standard Fee Calculation shall apply to the Negotiated FILOT applicable to the Expansion Project.

(iv) For purposes of calculating the Negotiated FILOT provided herein, fair market value shall be determined in accordance with Section 12-44-50(A)(1)(c) of the Code, which, for typical arm’s length construction or acquisition, uses the original income tax basis for any real property without regard to depreciation or reassessment and the original income tax basis for any personal property less allowable depreciation (except depreciation due to extraordinary obsolescence).

(v) All such calculations shall take into account all deductions for depreciation or diminution in value allowed by the Code or by the tax laws generally, as well as tax exemptions which would have been applicable if such property were subject to *ad valorem* taxes, except the five-year exemption from County taxes allowed for certain manufacturing, distribution, corporate headquarters and research and development facilities pursuant to Section 3(g) of

Article X of the Constitution of the State and Sections 12-37-220(B)(32) and (34) of the Code.

(vi) For purposes of calculating the Negotiated FILOT, Economic Development Property shall not include any Released Property, Non-Qualifying Property.

(c) The Negotiated FILOT Payments with respect to the Original Project or the Expansion Project, as applicable, are to be recalculated:

(i) to reduce such payments in the event the Company or any Sponsor or Sponsor Affiliate disposes of any part of the Economic Development Property within the meaning of Section 12-44-50(B) of the Code and as provided in **Section 5.03(b)** hereof, by the amount applicable to the Released Property;

(ii) to reduce such payments in the event that the Economic Development Property or any portion thereof is damaged or destroyed, lost or stolen, or the subject of condemnation proceedings, or otherwise removed from the Project as a result of reasons beyond the control of the Company or any Sponsor or Sponsor Affiliate;

(iii) to increase such payments in the event the Company or any Sponsor or Sponsor Affiliate adds any Economic Development Property (other than Replacement Property) to the Original Project or the Expansion Project, as the case may be; or

(iv) to adjust such payments if the Company or any Sponsor or Sponsor Affiliate elects to convert any portion of the Economic Development Property to *ad valorem* taxes or a FILOT equivalent to such *ad valorem* taxes, as permitted by **Section 5.03(c)**;

If any part of the Economic Development Property constituting a portion of the Original Project is disposed of, released or converted to *ad valorem* taxes or the FILOT equivalent, then the Company or such Sponsor or Sponsor Affiliate shall pay to the County an amount equal to the difference between what it would have paid to the County using the Standard Fee Calculation described in **paragraph (b)(ii)** above and the amount actually paid using the Flat Fee Calculation described in **paragraph (b)(ii)** above (a “Differential Payment”). To the extent provided by law, property removed from the Project in the manner described in **clause (c)(ii)** above shall not be considered disposed of for purposes of making such a Differential Payment until the Company, Sponsor or Sponsor Affiliate has had a reasonable period of time, not to exceed twenty-four (24) months, to replace such Economic Development Property and has failed to effect such replacement. To the extent that Economic Development Property removed from the Project as described in **clause (c)(ii)** above is replaced within such twenty-four (24) month period, the Flat Fee applicable to such Replacement Property shall be recalculated based upon the remainder of the Negotiated FILOT payment period

applicable to the Released Property and, to the extent permitted by law, no Differential Payment shall be due.

(d) Upon installation of any Replacement Property for any Released Property, such Replacement Property shall become subject to Negotiated FILOT Payments applicable to the Original Project or the Expansion Project, as applicable, to the fullest extent allowed by law, subject to the following rules:

(i) Such Replacement Property does not have to serve the same function as the Released Property it is replacing. Replacement Property is deemed to replace the oldest property subject to the Negotiated FILOT pertaining to the Original Project or the Expansion Project, as applicable, whether real or personal, which is disposed of in the same Property Tax Year as the Replacement Property is placed in service. To the extent allowed by law, the Company may elect whether to include the Replacement Property under the Negotiated FILOT applicable to the Original Project or the Expansion Project. Replacement Property qualifies for Negotiated FILOT Payments up to the original income tax basis of the Released Property which it is replacing in the same Property Tax Year. More than one piece of property can replace a single piece of property. To the extent that the income tax basis of the Replacement Property exceeds the original income tax basis of the Released Property which it is replacing, the excess amount is subject to payments equal to the *ad valorem* taxes or FILOT equivalent which would have been paid on such property but for this Agreement. Replacement Property is entitled to the Negotiated FILOT Payments for the remaining portion of the twenty-year payment period applicable to the Released Property.

(ii) The Company shall maintain, or cause to be maintained, records sufficient to identify all Replacement Property, and the Negotiated FILOT Payments with respect thereto shall be calculated using the millage rate, assessment ratio and calculation method applicable to the Released Property it is replacing.

(e) In the event that, for any reason, the Simplified FILOT Act and/or the Negotiated FILOT or any portion thereof is, by a court of competent jurisdiction following allowable appeals, declared invalid or unenforceable in whole or in part, or the portion of the Project consisting of Economic Development Property is deemed not to be eligible for a Negotiated FILOT pursuant to the Act in whole or in part, the Company and the County express their intentions that such payments be reformed so as to afford the Company benefits commensurate with those intended under this Agreement as permitted by law, including without limitation any benefits afforded under Title 4, Chapter 12 and Title 4, Chapter 29 of the Code, as applicable, to the extent allowed by law. Absent the legal authorization to effect such reformation, the Company and the County agree that there shall be due hereunder with respect to the portion of the Economic Development Property affected by such circumstances *ad valorem* taxes or

the FILOT equivalent and that, to the extent permitted by law, the Company and any affected Sponsors or Sponsor Affiliates shall be entitled: (1) to enjoy the five-year exemption from *ad valorem* taxes (or fees in lieu of taxes) provided by Article X, Section 3 of the Constitution of the State, and any other exemption allowed by law; (2) to enjoy all allowable depreciation or other diminution in value; and (3) to receive all other tax credits which would be due if they were obligated to pay *ad valorem* taxes hereunder. To the extent that under such circumstances the Negotiated FILOT Payments hereunder are subject to retroactive adjustment, then there shall be due and payable with respect to the portion of the Economic Development Property in question an amount equal to the difference between the Negotiated FILOT Payments theretofore actually paid and the amount which would have been paid as *ad valorem* taxes, together with interest on such deficiency as provided in Section 12-54-25(D) of the Code (a “Deficiency Payment”).

(f)

(i) As provided in **Section 5.01(a)** hereof, the County acknowledges that the Company has met all statutory requirements regarding investment in the Original Project. With respect to the Expansion Project, if the investment is insufficient to satisfy the Statutory Investment Requirement on or before August 31, 2013, then all Negotiated FILOT Payments with respect thereto shall revert retroactively to *ad valorem* taxes, calculated as set forth in paragraph (e) above, and a Deficiency Payment shall be due and payable with respect to FILOT Payments theretofore made. In the event that the aggregate investment in the Expansion Project does not exceed \$10,000,000 by August 31, 2013 and any Sponsor or Sponsor Affiliate does not satisfy the Statutory Investment Requirement solely through its own direct investment in the Project by August 31, 2013, then the Negotiated FILOT Payments with respect to that portion of the Expansion Project owned by such Sponsor or Sponsor Affiliate shall revert retroactively to *ad valorem* taxes calculated as set forth in paragraph (e) above, and such Sponsor or Sponsor Affiliate shall owe a Deficiency Payment with respect to FILOT Payments theretofore made as to such portion of the Expansion Project. To the extent necessary to collect a Deficiency Payment under this clause (i) due to failure to satisfy the Statutory Investment Requirement by August 31, 2013, Section 12-44-140(D) of the Code provides that any statute of limitations that might apply pursuant to Section 12-54-85 of the Code is suspended.

(ii) In the event that the Company’s investment in the Project based on an income tax basis without regard to depreciation or other diminution in value falls below the Statutory Investment Requirement, the Original Project or the Expansion Project, as applicable, shall thereafter be subject to *ad valorem* taxes or the FILOT equivalent, calculated as set forth in paragraph (e) above.

(iii) As noted in **Section 5.01(a)** above, the County acknowledges that the Company has met all contractual requirements under the Lease regarding

investment and job creation at the Original Project. With respect to the Expansion Project, if the investment does not comply with the Expansion Project Contractual Requirement, then the County shall have the rights specified in **Section 5.05** hereof. As noted in **Section 5.05** hereof, if the Company reaches the level of investment specified by the Expansion Project Contractual Requirement, but thereafter fails to maintain the level of investment specified by the Expansion Project Contractual Requirement, the Negotiated FILOT with respect to the Expansion Project shall terminate prospectively, unless, at the request of the Company, the County agrees, in its sole discretion, to waive such termination or otherwise adjust the Negotiated FILOT.

(iv) In accordance with the provisions of **Sections 5.01(c)** and **7.02** hereof, except for investment made by the Company or any Co-Investors prior to commencement of the Original Project Investment Period, the fair market value of all property utilized by the Company within the County, whether owned by the Company outright or utilized by the Company pursuant to any financing agreement or any lease or other arrangement with any Co-Investor and whether or not subject to this Agreement, shall be counted toward all investment obligations under this Agreement, including, to the extent permitted by law, investment obligations under the Act.

(g) Except as otherwise set forth in this Agreement or as otherwise required by the Act, any amounts due to the County under this **Section 6.01** as a Differential Payment or Deficiency Payment or other retroactive payment shall, at the option of the Company, be paid either as a lump sum within one year of receipt by the Company from the County of a written notice requesting the payment thereof, or in five equal annual installments (which shall include interest at the rates required for past due payments of *ad valorem* taxes) beginning on the date which is one year after receipt of such notice. If the Company elects to pay any such amount over such five-year period, the Company shall furnish to the County such security or other assurances as the County may reasonably request in order to secure the payment of such Deficiency or Differential Payments.

Section 6.02. Statutory Lien. The parties acknowledge the County's right to receive FILOT Revenues hereunder shall have a statutory lien with respect to the Economic Development Property pursuant to Section 12-44-90(E) of the Simplified FILOT Act and Title 12, Chapter 54 of the Code relating to the collection and enforcement of *ad valorem* property taxes.

ARTICLE VII

THIRD PARTY ARRANGEMENTS

Section 7.01. Conveyance of Liens and Interests; Assignment. The Company and any Sponsor or Sponsor Affiliate may at any time (a) transfer all or any of its rights and interests

hereunder or with respect to all or any part of the Economic Development Property to any Person; or (b) enter into any lending, financing, leasing, security, or similar arrangement or succession of such arrangements with any financing entity or other Person with respect to this Agreement or all or any part of the Economic Development Property, including without limitation any sale-leaseback, equipment lease, build-to-suit lease, synthetic lease, nordic lease, defeased tax benefit or transfer lease, assignment, sublease or similar arrangement or succession of such arrangements, regardless of the identity of the income tax owner of such Economic Development Property, as long as the transferee in any such arrangement leases the Economic Development Property in question to the Company or any other Sponsor or Sponsor Affiliates or any Affiliates thereof or operates such assets for the Company or other Sponsor or Sponsor Affiliate or any Affiliates thereof or is leasing such the Economic Development Property in question from the Company or other Sponsor or Sponsor Affiliate or any Affiliates thereof. In order to preserve the benefits of the Negotiated FILOT hereunder with respect to property so transferred: (i) except in connection with any transfer to an Affiliate of the Company or another Sponsor or Sponsor Affiliate or transfers pursuant to clause (b) above (as to which such transfers the County hereby consents), the Company or such other Sponsor or Sponsor Affiliate shall first obtain the written consent of the County; (ii) except when a financing entity which is the income tax owner of all or part of the Economic Development Property is the transferee pursuant to clause (b) above and such financing entity assumes in writing the obligations of the Company hereunder, or when the County consents in writing or when the transfer relates to Released Property pursuant to **Sections 5.03** hereof, no such transfer shall affect or reduce any of the obligations of the Company or such other Sponsor or Sponsor Affiliate hereunder; (iii) to the extent the transferee or financing entity shall become obligated to make Negotiated FILOT payments hereunder, the transferee shall assume the then current basis of the Company or such other Sponsor or Sponsor Affiliate (or prior transferee) in the Economic Development Property transferred; (iv) the Company or such other Sponsor or Sponsor Affiliate, transferee or financing entity shall, within sixty (60) days thereof, furnish or cause to be furnished to the County and the Department of Revenue a true and complete copy of any such transfer agreement; and (v) the Company or such other Sponsor or Sponsor Affiliate and the transferee shall comply with all other requirements of the Transfer Provisions.

Subject to County consent when required herein, and at the expense of the Company or such other Sponsor or Sponsor Affiliate, the County agrees to execute such further agreements, documents, and instruments as may be reasonably required to effectuate the assumption by any such transferee of all or part of the rights of the Company or such other Sponsor or Sponsor Affiliate under this Agreement and/or any release of the Company or such other Sponsor or Sponsor Affiliate pursuant to this **Section 7.01**.

The Company acknowledges such a transfer of an interest under this Agreement or in the Economic Development Property may cause all or part of the Economic Development Property to become ineligible for a Negotiated FILOT or result in penalties under the Act absent compliance by the Company with the Transfer Provisions.

Section 7.02. Sponsors and Sponsor Affiliates. The Company may designate from time to time additional Sponsors or Sponsor Affiliates pursuant to the provisions of Sections 12-

44-30(18) or (19), respectively, and Section 12-44-130 of the Code, which Sponsors or Sponsor Affiliates shall be Persons who join with the Company and make investments with respect to the Project, or who participate in the financing of such investments, who agree to be bound by the terms and provisions of this Agreement and who shall be Affiliates of the Company or other Persons described in **Section 7.01(b)** hereof. All other Sponsors or Sponsor Affiliates who otherwise meet the requirements of Section 12-44-30 (18) or (19) and Section 12-44-130 of the Code must be approved by Resolution of the County Council. To the extent that a Sponsor or Sponsor Affiliate invests an amount equal to the Statutory Investment Requirement at the Expansion Project prior to August 31, 2013, the investment by such Sponsor or Sponsor Affiliate shall qualify for the Negotiated FILOT applicable to the Expansion Project under **Section 6.01(b)(iii)** hereof (subject to the other conditions set forth herein) in accordance with Section 12-44-30(18) of the Code. To the extent that the aggregate investment in the Expansion Project prior to the end of the Expansion Project Investment Period by the Company, all Sponsors and Sponsor Affiliates and, to the extent provided by law, other Co-Investors exceeds \$10,000,000 as provided in Section 12-44-30(18) of the Code, all investment by such Sponsors and Sponsor Affiliates during the Expansion Project Investment Period shall qualify for the Negotiated FILOT applicable to the Expansion Project pursuant to **Section 6.01(b)(iii)** of this Agreement (subject to the other conditions set forth herein) regardless of whether each such entity invested amounts equal to the Statutory Investment Requirement prior to August 31, 2013. The Company shall provide the County and the Department of Revenue with written notice of any Sponsor or Sponsor Affiliate designated pursuant to this **Section 7.02** within ninety (90) days after the end of the calendar year during which any such Sponsor or Sponsor Affiliate has placed in service assets to be used in connection with the Expansion Project, all in accordance with Section 12-44-130(B) of the Code.

ARTICLE VIII

TERM; TERMINATION

Section 8.01. Term. Unless sooner terminated pursuant to the terms and provisions herein contained, this Agreement shall be and remain in full force and effect for a term commencing on the date on which the Company executes this Agreement, and ending at midnight on the day the last Negotiated FILOT Payment is made hereunder.

Section 8.02. Termination. The County and the Company may agree to terminate this Agreement at any time, or the Company, may, at its option, terminate this Agreement at any time, in which event the Project shall be subject to *ad valorem* taxes from the date of termination. As provided in **Sections 5.05 and 6.01(f)** of this Agreement, the County may terminate this Agreement if the Company fails to comply, or cause compliance with, the Expansion Project Contractual Requirement or the Statutory Investment Requirement on or before August 31, 2013.

ARTICLE IX

EVENTS OF DEFAULT AND REMEDIES

Section 9.01. Events of Default by Company. Any one or more of the following events (herein called an “Event of Default”, or collectively “Events of Default”) shall constitute an Event of Default by the Company:

(a) if default shall be made in the due and punctual payment of any Negotiated FILOT Payments, which default shall not have been cured within thirty (30) days following receipt of written notice of such default from the County; or

(b) if default shall be made by the Company in the due performance of or compliance with any of the terms hereof, other than those referred to in the foregoing paragraph (a), and such default shall continue for ninety (90) days after the County shall have given the Company written notice of such default; provided, the County may, in its discretion, grant the Company a longer period of time as necessary to cure such default if the Company proceeds with due diligence to cure such default; provided however, that no Event of Default shall exist under this agreement during any period when there is pending, before any judicial or administrative tribunal having jurisdiction, any proceeding in which the Company has contested the occurrence of such default.

Failure to meet any investment requirements set forth herein shall not be deemed to be an Event of Default under this Agreement, but may allow the County to terminate or adjust certain benefits hereunder or obligate the Company to make certain additional payments to the County, all as set forth in **Sections 5.05, 8.02 and 6.01(f)** hereof.

Section 9.02. Remedies on Event of Default by Company. Upon the occurrence of any Event of Default, the County may exercise any of the following remedies:

(a) terminate this Agreement by delivery of written notice to the Company not less than sixty (60) days prior to the termination date specified therein;

(b) have access to and inspect, examine, and make copies of the books, records, and accounts of the Company pertaining to the construction, acquisition, or maintenance of the Project or calculation of the Negotiated FILOT or Special Source Credits pursuant hereto as provided in **Section 5.09** hereof; or

(c) take whatever action at law or in equity as may appear necessary or desirable to collect the amount then due or enforce the County’s rights hereunder, it being the express intent of the parties that the County, without limitation, shall have the same remedies available by law to collect FILOT Payments as if they were delinquent *ad valorem* tax payments, including execution upon the lien referred to in **Section 6.02** hereof.

Notwithstanding termination of this Agreement, the County shall have the same rights to

receive payment for any *ad valorem* taxes, including any retroactive *ad valorem* taxes, Differential Payments, Deficiency Payments, interest or penalties, and the same enforcement rights, as it would have with respect to *ad valorem* taxes, and the County's rights under **Section 6.01(f)** and this **Section 9.02** with respect to any such payments then due and owing shall survive any such termination.

Section 9.03. Defaulted Payments. In the event the Company should fail to make any of the payments required under this Agreement, the item or installment so in default shall continue as an obligation of the Company until the amount in default shall have been fully paid. If any such default relates to its obligations to make FILOT Payments hereunder, the Company agrees to pay the same with interest thereon at the rate per annum provided by the Code for late payment of *ad valorem* taxes together with any penalties provided by the Code for late payment of *ad valorem* taxes, all as provided in Section 12-44-90 of the Code.

Section 9.04. Application of Monies upon Enforcement of Remedies against Company. Any monies received by the County upon enforcement of its rights hereunder shall be applied as follows: first, to the reasonable costs associated with such enforcement proceedings; second, to pay Administration Expenses; third, to pay the Negotiated FILOT in accordance with **Section 6.01** hereof, and, fourth, to other amounts due and payable hereunder.

Section 9.05. Default by County. Upon the default of the County in the performance of any of its obligations hereunder, the Company may take whatever action at law or in equity as may appear necessary or desirable to enforce its rights under this Agreement, including without limitation a suit for *mandamus* or specific performance.

ARTICLE X

MISCELLANEOUS

Section 10.01. Rights and Remedies Cumulative. Each right, power, and remedy of the County or of the Company provided for in this Agreement shall be cumulative and concurrent and shall be in addition to every other right, power, or remedy provided for in this Agreement or now or hereafter existing at law or in equity, in any jurisdiction where such rights, powers, and remedies are sought to be enforced; and the exercise by the County or by the Company of any one or more of the rights, powers, or remedies provided for in this Agreement or now or hereafter existing at law or in equity or by statute or otherwise shall not preclude the simultaneous or later exercise by the County or by the Company of any or all such other rights, powers, or remedies.

Section 10.02. Successors and Assigns. The terms and provisions of this Agreement shall be binding upon and inure to the benefit of the parties hereto, any Sponsor or Sponsor Affiliates designated pursuant to **Section 7.02** hereof and their respective successors and assigns as permitted hereunder.

Section 10.03. Notices; Demands; Requests. All notices, demands, and requests to be given or made hereunder to or by the County or the Company shall be in writing and shall be

deemed to be properly given or made if sent by United States first class mail, postage prepaid, or via facsimile transmission or reputable courier service, to the following persons and addresses or to such other persons and places as may be designated in writing by such party.

(a) As to the County:

Lexington County
Attn.: County Administrator
212 S. Lake Drive
Lexington, South Carolina 29072
Phone: 803-785-8100
Fax: 803-785-8101
Email: khubbard@lex-co.com

(b) with a copy (which shall not constitute notice) to:

Jeffery M. Anderson, Esquire
Lexington County Attorney
P.O. Box 489
140 E. Main Street
Lexington, South Carolina 29071-0489
Phone: 803-359-2512
Fax: 803-359-7478
Email: jeff@oldcourthouse.com

(c) As to the Company:

Owen Electric Steel Company of South Carolina d/b/a
CMC Steel South
Attn.: Chief Financial Officer
36 New State Road
Cayce, South Carolina 29171
Phone: 803-936-3713
Fax: 803-936-3711
Email: gary.tomlin@cmc.com

(d) with a copy (which shall not constitute notice) to:

April C. Lucas, Esq.
Nexsen Pruet, LLC
1230 Main Street, Suite 700
Columbia, South Carolina 29201
Phone: 803-771-8900
Fax: 803-253-8277
Email: alucas@nexsenpruet.com

Section 10.04. Applicable Law. This Agreement shall be governed by and construed in accordance with the laws of the State. To the extent of any conflict between the provisions of this Agreement and the Act, the Act controls.

Section 10.05. Entire Understanding. This 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 Agreement or in certificates delivered in connection with the execution and delivery hereof.

Section 10.06. Severability. In the event that any clause or provisions of this Agreement shall be held to be invalid by any court of competent jurisdiction, the invalidity of such clause or provision shall not affect any of the remaining provisions hereof.

Section 10.07. Headings and Table of Contents; References. The headings of the Agreement and any Table of Contents annexed hereto are for convenience of reference only and shall not define or limit the provisions hereof or affect the meaning or interpretation hereof. All references in this Agreement to particular articles or Sections or paragraphs of this Agreement are references to the designated articles or Sections or paragraphs of this Agreement.

Section 10.08. Multiple Counterparts. This Agreement may be executed in multiple counterparts, each of which shall be an original but all of which shall constitute but one and the same instrument.

Section 10.09. Amendments. Subject to the limitations set forth in Section 12-44-40(J)(2) of the Simplified FILOT Act, this Agreement may be amended, or the rights and interest of the parties hereunder surrendered, only by a writing signed by both parties.

Section 10.10. Waiver. Either party may waive compliance by the other party with any term or condition of this Agreement only in a writing signed by the waiving party.

Section 10.11. Further Proceedings. This Agreement in final form shall be approved by ordinance of the County Council. The parties intend any action to be taken hereinafter by the County pursuant to the express provisions of the final form of this Agreement may be undertaken by the Chairman of the Council without necessity of further proceedings. To the extent additional proceedings are required by law, however, the County agrees to undertake all such steps as may be reasonably required or appropriate to effectuate the intent of this Agreement.

[Execution Pages to Follow]

IN WITNESS WHEREOF, the parties hereto, each after due authorization, have executed this Preliminary Fee in Lieu of Tax and Incentive Agreement to be effective as of the date first written above.

LEXINGTON COUNTY, SOUTH CAROLINA

By: _____
William C. Derrick, Chairman, County Council
Lexington County, South Carolina

[SEAL]

Attest:

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

OWEN ELECTRIC STEEL COMPANY OF SOUTH
CAROLINA D/B/A CMC STEEL SOUTH CAROLINA

By: _____
Name: _____
Title: _____

**EXHIBIT A
LEGAL DESCRIPTION**

LAND ADDED TO THE PROJECT AS PART OF THE ORIGINAL PROJECT

All those certain pieces, parcels, or tracts of land with improvements thereon, situate, lying, and being located in the City of Cayce in Lexington County, South Carolina, consisting of approximately 99.1 acres, and hereby shown and delineated on a Site Plan as of August 1999 with Proposed Future Layout Changes prepared by SMI Steel South Carolina dated August 18, 1999, attached hereto as Exhibit A-1, said property being bounded on the north by Taylor Street (S.C. Hwy. 266); on the east by New State Road (S.C. Hwy. 66); on the west by Foreman Street (S-32-266); and on the south by Godley Street.

Less and excepting that certain parcel of land with improvements thereon, situate, lying, and being located between Taylor Street (S.C. Hwy. 266) and Ferrell Street (S.C. Hwy. 835), and delineated as TMS No. 05768-02-011.

DERIVATION: A derivation clause is not required for a Quitclaim deed pursuant to S.C. Code Ann. § 30-5-35(a) (Law. Co-op. 1976).

TMS NOS.: 05768-02-001, -002, -004, -005, -006, -008, -009, -010, -012, -014, -016, -017, -018, -019, -020

05768-03-001, -002, -003, -004, -005, -006, -007, -008, -009, -013, -014, -015, -016, -017, -018, -023, -025, -026, -027, -028, -029, -030, -032

05768-04-001, -002, -003, -004, -005, -006

05768-05-001, -002, -003, -004, -005, -006, -007, -008, -009, -010, -011

05768-06-001, -002, -003, -004, -005, -006

05768-07-002, -003

05768-08-001, -002, -003, -004

05797-03-002, -003

LAND ADDED TO THE PROJECT AS PART OF THE EXPANSION PROJECT

<u>TMS NOS:</u>	05800-02-001	603 GODLEY ST
	005797-04-002	S SIDE OF GODLEY ST
	006400-02-002	2308 TWO NOTCH RD
	007300-04-022	SE OF HWY 774
	007300-01-011	SE SIDE I-20
	007400-05-033	CYNTHIAN TERRACE LOT 6 BLK A
	007400-05-015	CYNTHIAN TERRACE LOT 6 BLK B
	007400-05-034	CYNTHIAN TERRACE LOT 7 BLK A
	007400-05-037	CYNTHIAN TERRACE LOT 7 BLK B
	007400-05-039	CYNTHIAN TERRACE PT LOT 9 BLK B
	007400-05-031	CYNTHIAN TERRACE LOTS 4 & 5 BLK A
	007400-05-038	CYNTHIAN TERRACE LOT 8 BLK B
	007400-05-050	159 MICHAEL TAYLOR RD
	007400-05-036	CYNTHIAN TERRACE LOTS 1, 2, 3, & 4 BLK B
	007400-05-023	CYNTHIAN TERRACE TRACT 5 BLK B
	007400-05-027	CYNTHIAN TERRACE TRACT 3 BLK A
	007997-03-020	1825610-000 SOUTHERN POST
	007997-03-016	BOTH SIDES HWY 105
	005797-04-002	S SIDE OF GODLEY ST
	005768-01-001	1411148-002 OWEN JOIST
	005768-01-004	PT LOTS 10 & 11 80X148X80X162

005768-01-005 LOT 1 BLK D 50X150
005768-01-003 PT LOTS 10 & 11 BLK D 100X120
005768-01-006 LOTS 2, 3, 4 & 9 BLK D 150X150X50X50X200X2

EXHIBIT B-1
CERTIFICATION OF OWEN ELECTRIC STEEL COMPANY OF SOUTH CAROLINA
REGARDING SPECIAL SOURCE CREDITS

(ORIGINAL PROJECT)

Reference is made to that certain Fee in Lieu of Tax and Incentive Agreement dated as of August 1, 2008 (the "Agreement") between Owen Electric Steel Company of South Carolina d/b/a CMC Steel South Carolina (the "Company") and Lexington County, South Carolina (the "County"). Each capitalized term not otherwise defined herein shall have the meaning ascribed to such term in the Agreement.

In accordance with **Section 4.02** of the Agreement, the undersigned authorized officer of the Company certifies to the County as follows:

1. The County has agreed and acknowledged, pursuant to **Section 5.01** of the Agreement, that the Company has met all investment and job creation requirements with respect to the Original Project heretofore required by the Lease or by the Act.

2. Pursuant to **Section 4.02(a)** of the Agreement, the Company is entitled to claim Original Project Special Source Credits against each of FILOT Payments with respect to the Original Project in an amount equal to twenty-five percent (27%) of each such annual FILOT Payments.

3. The Company and all Co-Investors have expended to date in the aggregate (without regard to depreciation or other diminution in value) not less than \$_____ upon Special Source Improvements ("Reimbursable Costs"), and the Company and all Co-Investors have heretofore claimed an aggregate of \$_____ in Original Project Special Source Credits ("Prior Credits"), leaving \$_____ in funding for Special Source Improvements not heretofore reimbursed through Original Project Special Source Credits ("Remaining Reimbursable Costs").

4. The property tax notice(s) for tax year _____ provided by the County Auditor with respect to the Original Project specifies that the FILOT Payments due with respect to the Original Project from the Company and all Co-Investors investing in the Original Project on [_____] 15, _____ total \$_____.

5. The Company is entitled to an Original Project Special Source Credit calculated as follows:

Total FILOT Payments Respecting Original Project	\$ _____
X 27% Credit = Potential Credit of	\$ _____
Less	
(Excess, if any, of Potential Credit of \$ _____ over Remaining Reimbursable Costs of \$ _____)	\$ _____
= Allowable Credit of	\$ _____

6. The Original Project Special Source Credits specified in this certificate for Property Tax Year ____, together with all Original Project Special Source Credits heretofore claimed pursuant to the Lease and the Agreement, do not, in the aggregate, exceed the aggregate cost of Special Source Improvements funded by the Company and Co-Investors.

7. The amount due from the County to the Company as an allowable Original Project Special Source Credit, is \$ _____. The Company has deducted such amount from the FILOT Payment with respect to the Original Project for Property Tax Year _____.

IN WITNESS WHEREOF, I have executed this Certificate to be effective as of _____, 20__.

OWEN ELECTRIC STEEL COMPANY OF SOUTH CAROLINA D/B/A CMC STEEL SOUTH CAROLINA

Date: _____, 20__.

By: _____
Name: _____
Title: _____

EXHIBIT B-2

CERTIFICATION OF OWEN ELECTRIC STEEL COMPANY OF SOUTH CAROLINA REGARDING SPECIAL SOURCE CREDITS

(EXPANSION PROJECT)

Reference is made to that certain Fee in Lieu of Tax and Incentive Agreement dated as of August 1, 2008 (the "Agreement") between Owen Electric Steel Company of South Carolina d/b/a CMC Steel South Carolina (the "Company") and Lexington County, South Carolina (the "County"). Except as otherwise specified herein, each capitalized term not otherwise defined herein shall have the meaning ascribed to such term in the Agreement.

In accordance with **Section 4.02** of the Agreement, the undersigned authorized officer of the Company certifies to the County as follows:

1. The Company has agreed, pursuant to **Section 5.01(b)** of the Agreement, that, together with all Co-Investors, it will invest not less than \$29,500,000 (without regard to depreciation or other diminution in value) at the Expansion Project prior to August 31, 2013. To date, the Company and Co-Investors have collectively invested \$_____ in the Expansion Project.

2. Pursuant to **Section 4.02(b)** of the Agreement, the Company is entitled to claim Expansion Project Special Source Credits in an amount equal to \$60,000 against each of the first five (5) annual FILOT Payments with respect to the Expansion Project ("Base Credits").

3. In the event that the Company and all Co-Investors invest in the aggregate at least \$50,000,000 (without regard to depreciation or other diminution in value) at the Expansion Project prior to August 31, 2013, the Company shall be entitled to additional annual Expansion Project Special Source Credits ("Additional Credits") in an amount equal to fifteen percent (15%) of each of the first five (5) annual FILOT Payments with respect to the Expansion Project following the Company's certification to the County that it has reached such level of investment (the "Additional Credit Period").

4. In the event that the Company's investment, and all Co-Investors invest in the aggregate at least \$60,000,000 (without regard to depreciation or other diminution in value) at the Expansion Project prior to the end of the Additional Credit Period, the Additional Credits shall be increased to twenty percent (20%) for the balance of the Additional Credit Period.

5. Based upon the aggregate investment of the Company and all Co-Investors of \$_____, the Company is, subject to the aggregate amounts expended upon Special Source

Improvements, entitled to Base Credits of \$60,000 and Additional Credits equal to ___% of the collective FILOT Payments respecting the Expansion Project.

6. The Company and all Co-Investors have expended to date in the aggregate (without regard to depreciation or other diminution in value) not less than \$_____ upon Special Source Improvements (“Reimbursable Costs”), and the Company and all Co-Investors have heretofore claimed an aggregate of \$_____ in Expansion Project Special Source Credits (“Prior Credits”), leaving \$_____ in funding for Special Source Improvements not heretofore reimbursed through Expansion Project Special Source Credits (“Remaining Reimbursable Costs”).

7. The property tax notice(s) for tax year _____ provided by the County Auditor with respect to the Expansion Project specify that the FILOT Payments due with respect to the Expansion Project from the Company and all Co-Investors on [_____] 15, _____ total \$_____.

8. The Company is entitled to Expansion Project Special Source Credits calculated as follows:

Total FILOT Payments of \$_____	
X _____% = Potential Additional Credit	\$_____
Plus Potential Base Credit of	\$ 60,000
= Total Potential Credit of	\$_____
Less	\$_____
(Excess, if any, of Potential Credit of \$_____ over Remaining Reimbursable Costs of \$_____)	
= Allowable Total Credit of	\$_____

9. The Expansion Project Special Source Credits specified in this certificate for Property Tax Year _____, together with all Expansion Project Special Source Credits heretofore claimed pursuant to the Agreement, do not, in the aggregate, exceed the aggregate cost of Special Source Improvements funded by the Company and all Co-Investors.

10. The amount due from the County to the Company as an allowable Expansion Project Special Source Credit, is \$_____. The Company has deducted such amount from the FILOT Payments with respect to the Expansion Project for Property Tax Year _____.

IN WITNESS WHEREOF, I have executed this Certificate to be effective as of _____, 20__.

OWEN ELECTRIC STEEL COMPANY OF SOUTH CAROLINA D/B/A CMC STEEL SOUTH CAROLINA

Date: _____, 20__.

By: _____
Name: _____
Title: _____

This page has intentionally been left blank.

This page has intentionally been left blank.

STATE OF SOUTH CAROLINA)
)
)
COUNTY OF LEXINGTON)

FIRST AMENDMENT
TO INCENTIVE AGREEMENT

THIS FIRST AMENDMENT TO INCENTIVE AGREEMENT, dated to be effective as of June 30, 2008, (the "Amendment") by and between Lexington County, South Carolina, a body politic and corporate and a political subdivision of the State of South Carolina (the "County") and 321 Lexington Associates, LLC, a limited liability company organized and existing under the laws of the State of South Carolina, acting for itself, any affiliates or other project sponsors (the "Company"), amends that certain Incentive Agreement dated as of December 15, 2007 (the "Original Agreement and, together with this Amendment, the "Amended Agreement") between the County and the Company.

RECITALS

WHEREAS, the County and the Company desire to amend certain dates in the Original Agreement; and

WHEREAS, the County and the Company have reviewed and approved this Amendment.

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

1. **Amendment to the Agreement.** The Original Agreement is hereby amended as follows:

(i) The date "June 30, 2008" in Section 2.01 is deleted and the date "July 31, 2008" is substituted in lieu thereof;

(ii) The date "June 30, 2008" in Section 2.02 (a) is deleted and the date "October 31, 2008" is substituted in lieu thereof;

(iii) The date "February 15, 2008" in Section 2.03(a) is deleted and the date "June 30, 2008" is substituted in lieu thereof. Additionally, the date "June 30, 2008" in Section 2.03 (a) is deleted and the date "October 31, 2008" is substituted in lieu thereof;

(iv) The date "June 30, 2008" in Section 2.04 is deleted and the date "April 30, 2009" is substituted in lieu thereof;

(v) The date "December 31, 2010" in Section 2.04 is deleted and the date "August 31, 2011" is substituted in lieu thereof;

(vi) The date "June 30, 2008" in Section 4.02, page 11 is deleted and the date "October 31, 2008" is substituted in lieu thereof; and

(vii) All references to “Escrow Account”, “Escrow Agent” and “Escrow Agreement” are hereby deleted wherever they appear.

2. **Continuation of Original Agreement.** Except as expressly amended by this Amendment, the Original Agreement shall remain in full force and effect in accordance with the terms thereof.

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

4. **Multiple Counterparts.** This Amendment may be executed in multiple counterparts, each of which shall be an original but all of which shall constitute but one and the same instrument.

WITNESS our hands and seals of this ___ day of July, 2008.

LEXINGTON COUNTY, SOUTH CAROLINA

By: _____
William C. Derrick, Chairman, County Council
Lexington County, South Carolina

[ATTEST]

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

WITNESS our hands and seals as of this ____ day of July, 2008.

321 LEXINGTON ASSOCIATES, LLC

By: _____
Its: Member

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



COUNTY OF LEXINGTON, SOUTH CAROLINA

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

ZONING TEXT AMENDMENT APPLICATION # **T08-06**

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

Article 12 - Administration, Chapter 3 - Amendments, Section 123.10 - Procedures

Reason for the request: To amend the Lexington County Zoning Ordinance for the purpose of defining the qualifications for those who may request map or text amendments.

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: 5/27/2008

Phone #(s): work 785-8121 _____

Signature: Signature on File Printed Name: Charles M. Compton - Planning Director - on behalf of County Council

Street/Mailing Address: County of Lexington - 212 S Lake Dr, Lexington, SC 29072

5/27/08	Application Received
6/5/08	Newspaper Advertisement

N/A	Fee Received
7/17/08	Planning Commission

Planning Commission Recommendation: 5 to 0 vote to recommend approval

05/27/08	First Reading	06/24/08	Public Hearing	Second Reading	Third Reading
----------	---------------	----------	----------------	----------------	---------------

Results: _____

ZONING TEXT AMENDMENT APPLICATION T08-06

Article 12 – Administration

Chapter 3 – Amendments

Section 123.10 – Procedures

To amend the Lexington County Zoning Ordinance for the purpose of defining the qualifications for those who may request map or text amendments.

123.10 Procedures

Map or text amendments may be proposed by the Lexington County Council, or the Lexington County Planning Commission, ~~or by an interested party~~. Property owners may request map amendments, but only for a change in the district classification of their property or for a change in the classification of the street that directly accesses their property. If another person or entity is representing the property owner(s) in the amendment request, a letter of agency must be submitted with the application.



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 # **M08-04**

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

East side of Garden Valley Lane and South of the CSX Railroad

Zoning Classifications: (Current) Low Density Residential (R1) (Proposed) Restrictive Development (RD)

TMS#: 003696-05-011 P/O Property Owner: South Carolina Electric and Gas Company

Reason for the request: See Attachment.

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: 4/15/08 Applicant: Owner Agent Other

Phone #(s): work (803) 929-1070 _____

Signature: Signature on File Printed Name: Pennington Law Firm c/o Cody Smith

Street/Mailing Address: PO Box 2844, Columbia, SC 29202-2844

4/15/08	Application Received	4/15/08	Fee Received
6/5/08	Newspaper Advertisement	6/5/08	Property Posted
6/11/08	Notices Mailed	7/17/08	Planning Commission

Planning Commission Recommendation: 5 to 0 vote to recommend approval

5/13/08	First Reading	6/24/08	Public Hearing	Second Reading	Third Reading
---------	---------------	---------	----------------	----------------	---------------

Results: _____

**REZONING APPLICATION OF SCANA COMMUNICATIONS, INC. AND
SOUTH CAROLINA ELECTRIC & GAS CO. FOR APPROVAL OF THE
REZONING OF CERTAIN PROPERTY LOCATED IN LEXINGTON COUNTY,
SOUTH CAROLINA**

(LEXINGTON TOWER SITE – GARDEN VALLEY LANE)

I. REASON FOR REZONING APPLICATION

A. **OVERVIEW.** THIS IS AN APPLICATION BY SCANA COMMUNICATIONS, INC. ("SCI") AND SOUTH CAROLINA ELECTRIC & GAS CO. ("SCE&G") SEEKING REZONING OF A PORTION OF CERTAIN PROPERTY LOCATED IN LEXINGTON COUNTY, SOUTH CAROLINA ALONG GARDEN VALLEY LANE, BEING IDENTIFIED AS TAX MAP NUMBER 003696-05-011 (HEREINAFTER THE "PROPERTY").

B. **PURPOSE.** THIS PROPOSED REZONING IS FOR THE PURPOSE OF PERMITTING A COMMUNICATIONS TOWER AND RELATED ACCESS ROAD TO BE LOCATED ON THE PROPERTY. THE PROPERTY IS CURRENTLY ZONED LOW DENSITY RESIDENTIAL (R-1), WHICH DOES NOT PERMIT THE CONSTRUCTION OF COMMUNICATIONS TOWERS. SCI AND SCE&G ARE REQUESTING THAT THE PROPERTY BE REZONED TO RESTRICTIVE DEVELOPMENT (RD) TO ALLOW FOR THE CONSTRUCTION OF THE PROPOSED COMMUNICATIONS TOWER.

THE COMMUNICATIONS TOWER WILL CONSIST OF A AN APPROXIMATE ONE HUNDRED NINETY-FIVE (195') FOOT COMMUNICATIONS TOWER AND RELATED ANCILLARY STRUCTURES.

C. **OWNERSHIP/OPERATION.** THE PROPOSED COMMUNICATIONS TOWER WILL BE CONSTRUCTED, OWNED AND MANAGED BY SCI. THE ANCHOR TENANT OF THE COMMUNICATIONS TOWER WILL BE T-MOBILE. T-MOBILE IS A LICENSED WIRELESS COMMUNICATIONS PROVIDER.

II. STATEMENT OF NEED

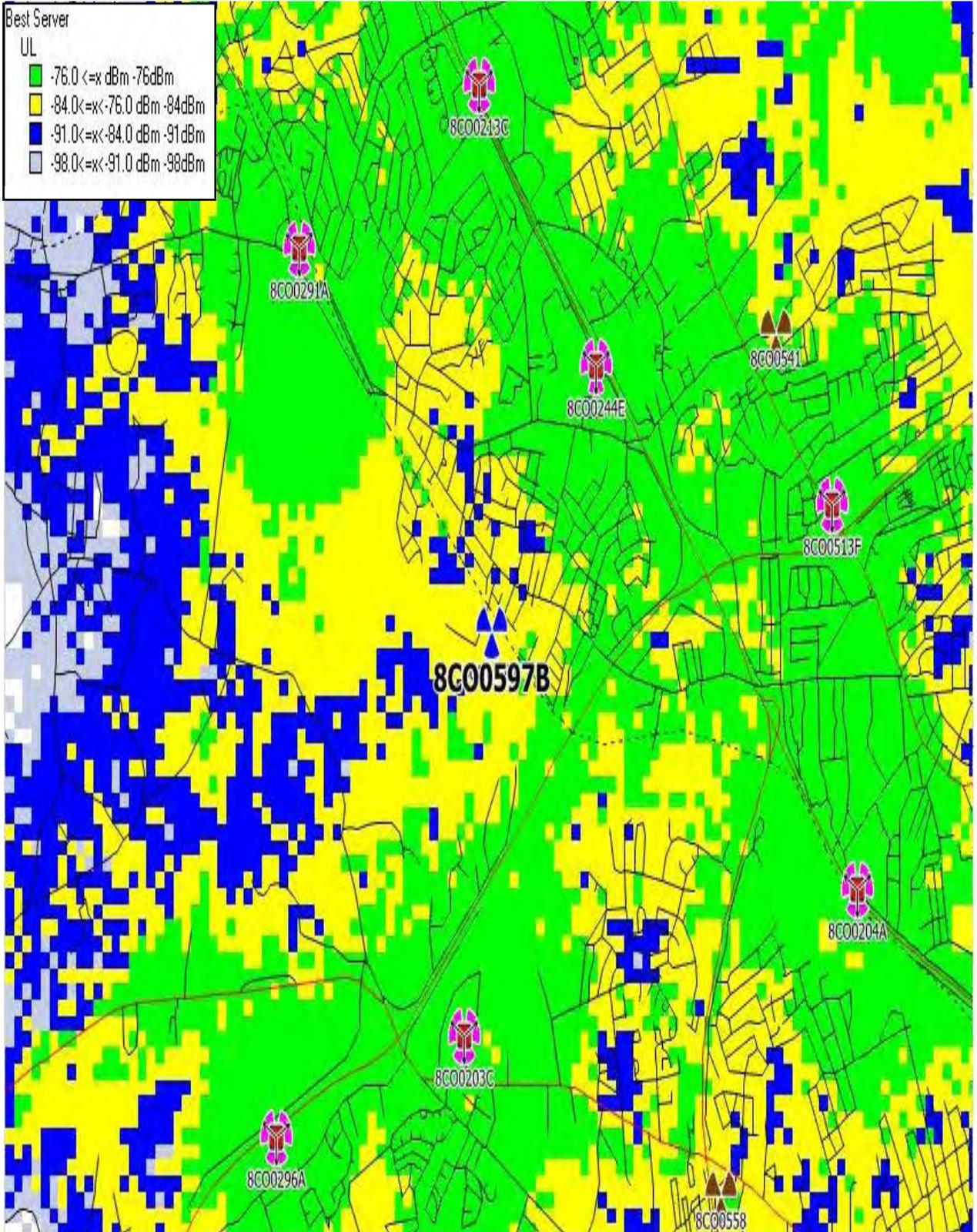
A. CURRENTLY, THE AREA AROUND THE LOCATION OF THE PROPOSED COMMUNICATIONS TOWER HAS INADEQUATE COVERAGE, AS A GAP IN QUALITY COVERAGE EXISTS IN THE AREA SURROUNDING THE INTERSECTION OF GARDEN VALLEY LAND AND BUSH RIVER ROAD.

1. T-MOBILE IS IN NEED OF THE TOWER IN ORDER TO DEAL EFFECTIVELY WITH OVER CAPACITY AND SERVICE ISSUES THAT IT IS FACING IN THE AREA. SPECIFICALLY, THE PROPOSED COMMUNICATIONS TOWER WILL IMPROVE COVERAGE PRIMARILY ON BUSH RIVER ROAD, SAINT ANDREWS ROAD AND THE WOODLAND HILLS AREA. THE PROPOSED COMMUNICATIONS TOWER WILL ALSO INCREASE THE NETWORK CAPACITY IN THE AREA. PLEASE SEE THE PROPAGATION MAPS ATTACHED HERETO AS EXHIBIT A DEPICTING THE COVERAGE AREA PRIOR TO AND AFTER THE CONSTRUCTION OF THE PROPOSED COMMUNICATIONS TOWER.

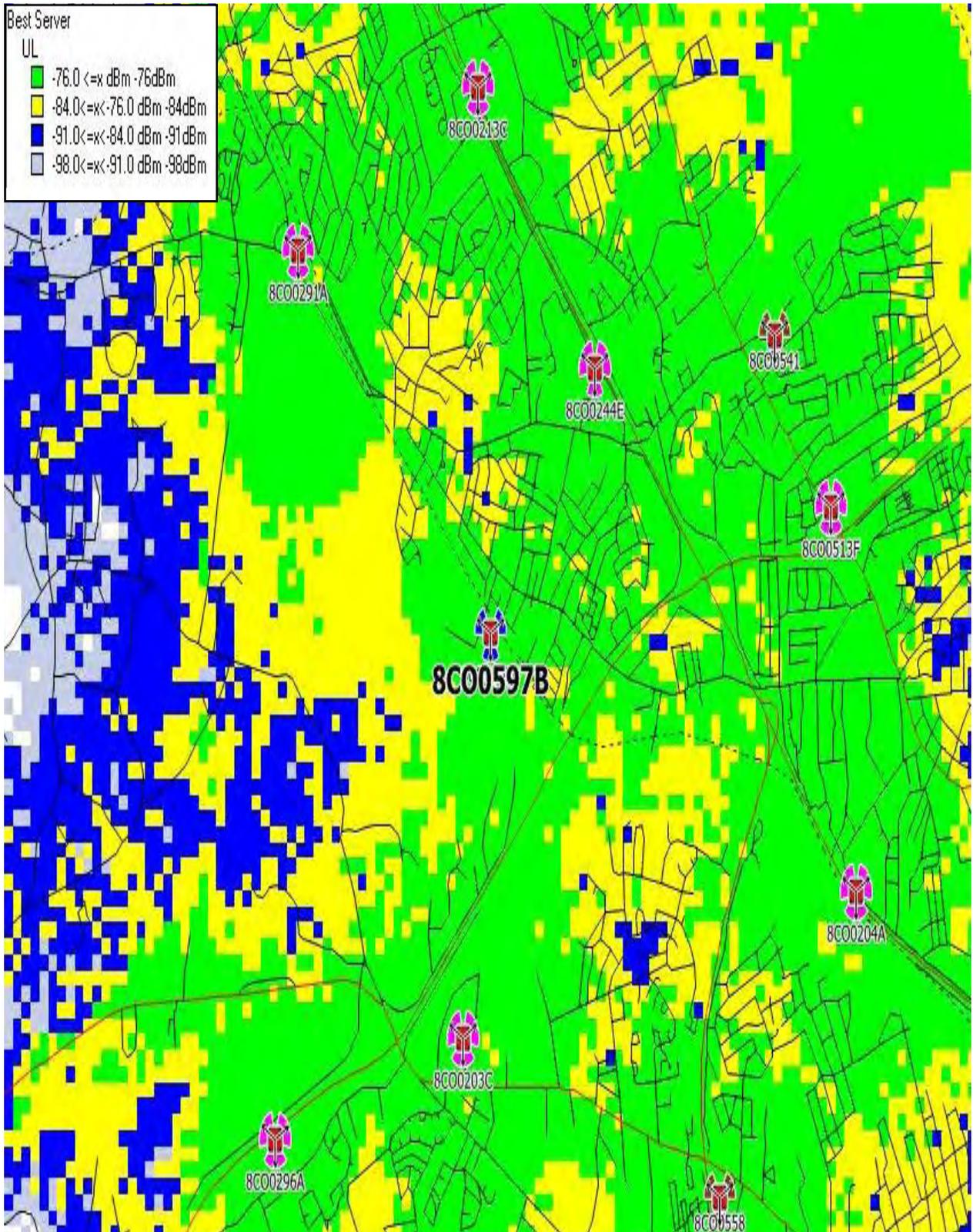
2. THERE ARE NO SUITABLE EXISTING STRUCTURES FOR T-MOBILE TO COLOCATE ON WHICH WILL EFFECTIVELY ADDRESS THE SAME CAPACITY AND SERVICE ISSUES TARGETED BY THE PROPOSED TOWER LOCATION. FURTHERMORE, THERE ARE NO EXISTING COMMUNICATIONS TOWERS IN CLOSE PROXIMITY TO THIS PROPERTY THAT CAN ACCOMMODATE ADDITIONAL WIRELESS COMMUNICATIONS EQUIPMENT THAT COULD PROVIDE THAT SERVICE.

3. SCI, AN AFFILIATE OF SCE&G, IS SEEKING PERMISSION TO CONSTRUCT, OPERATE, AND MAINTAIN A NEW COMMUNICATIONS TOWER AND RELATED EQUIPMENT TO MEET THE NEEDS DESCRIBED HEREIN. THE HEIGHT OF THE PROPOSED TOWER IS ONE HUNDRED NINETY FIVE (195') FEET.

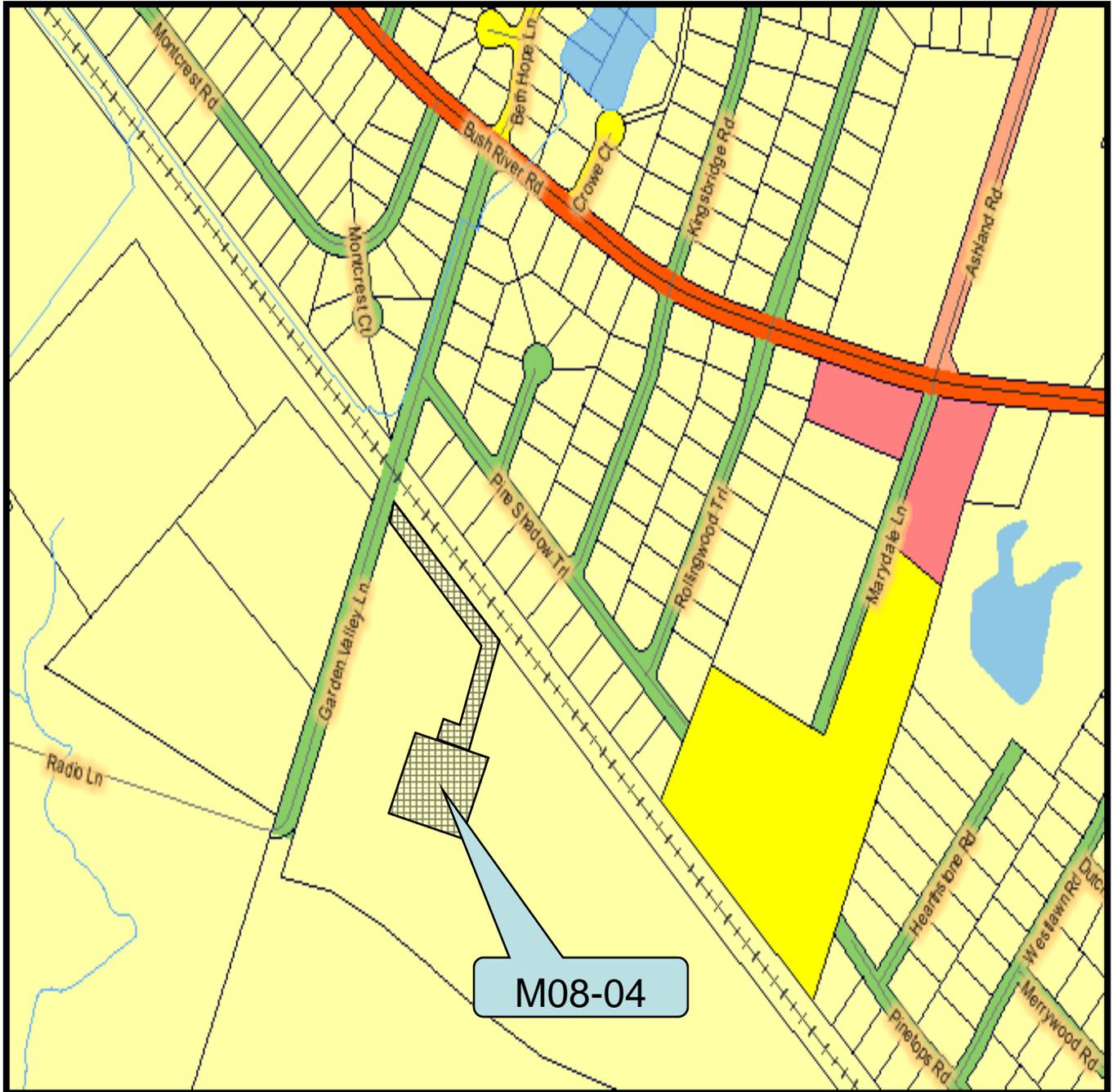
Coverage Without Tower



Coverage With Tower



Zoning Map Amendment Application M08-04



M08-04

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 M08-04

East side of Garden Valley Ln - South of CSX Railroad



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

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.

LEXINGTON COUNTY

LCEM

EMERGENCY MANAGEMENT

Department of Public Safety
212 South Lake Drive Suite B03, Lexington, SC 29072
Phone: 803-785-8343 * Fax: 803-785-8628

TO: DIANA BURNETT
CLERK TO COUNTY COUNCIL

FROM:  MICHAEL MCMASTERS
EMERGENCY MANAGER

DATE: JULY 10, 2008

REF: HAZARDOUS MATERIALS EMERGENCY PLANNING (HMEP)
GRANT APPLICATION

We have been made aware of the potential for funds of up to \$8,000.00 through the Hazardous Materials Emergency Planning Grant. Our deadline to submit the application to South Carolina Emergency Management Division is August 15, 2008.

We respectfully request to put the approval of this application to Council and have it brought out at the July 22, 2008 meeting. This grant is split 80/20, the 20 percent match can be In-kind. The match will come from the County's General fund which is being used to pay the personnel and operating cost for Emergency Management.

Thank you for your attention to this matter.

cc: Chief Bruce Rucker

COUNTY OF LEXINGTON

Grant Request Summary Form

Title of Grant: FY 2009 HAZARDOUS MATERIALS EMERGENCY PLANNING (HMEP) GRANT

Fund: 1000 General Fund **Department:** 131101 PS/Emergency Preparedness
No. Title No. Title

Type of Summary: **Grant Application** X **Grant Award** _____

Grant Overview:

The South Carolina Emergency Management Division has notified Lexington County Emergency Preparedness of a funding opportunity that has come available through the FY 09 Hazardous Materials Emergency Planning (HMEP) Grant. Emergency Preparedness will use these funds to establish a dedicated Emergency Preparedness website to aid the citizens of Lexington County in preparing for disasters.

This grant is split 80/20, which the 20 percent match can be in-kind. The match will come from County's General Fund which is being used to pay the personnel and operating cost for Emergency Preparedness.

Grant Period: October 1, 2008 to September 30, 2009

Responsible Departmental Grant Personnel: Mike McMasters, Emergency Response Coordinator

Date Grant Information Released: June 20, 2008 **Date Grant Application Due:** August 15, 2008

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

Personnel	
Operating	\$ 8,000.00
Capital	
Total	<u>\$ 8,000.00</u>

Local Match Required: Yes No

If Yes, What is the Percentage / Amount:	<u>80</u>	<u>\$8,000.00</u>	
	<u>20</u>	<u>\$2,000.00</u>	* In-kind
	%	\$ Amount	

Requirements at the End of this Grant (please explain in detail):

All HMEP funds must be obligated by July 31, 2009.

The amount the County plans to spend on this grant must be matched 20%. Emergency Preparedness is planning on spending \$8,000 on this website, which is the amount that needs to be matched.

Dept. Preparer:	<u>NM</u>	<u>7/10/2008</u>
Dept. Approval:	<u>MM</u>	<u>7/10/2008</u>
Finance Approval:	<u>AD</u>	<u>7/14/2008</u>
	<i>Initials</i>	<i>Date</i>

**COUNTY OF LEXINGTON
GENERAL FUND
Annual Budget
Fiscal Year - 2008-09**

Object Code	Revenue Account Title	Actual 2006-07	11 Months Received Thru May 2007-08	Amended Budget Thru May 2007-08	Projected Revenues Thru Jun 2007-08	Requested 2008-09	Approved 2008-09
*HMEP Funds:							
Revenues:							
458000	State Grant Income	0	0	0	0	8,000	0
	In-kind Match	0	0	0	0	2,000	0
	** Total Revenue	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>10,000</u>	<u>0</u>
	***Total Appropriation				0	8,000	0
	FUND BALANCE						
	Beginning of Year				<u>0</u>	<u>0</u>	<u>0</u>
	FUND BALANCE - Projected						
	End of Year				<u><u>0</u></u>	<u><u>2,000</u></u>	<u><u>0</u></u>

Fund 1000
Division: Public Safety
Organization: 131101 - PS / Emergency Preparedness

				BUDGET			
Object Code	Expenditure Classification	2006-07 Expend	2007-08 Expend (May)	2007-08 Budgeted (May)	2008-09 Requested	2008-09 Recommend	2008-09 Approved
Personnel							
	* Total Personnel	0	0	0	0	0	0
Operating Expenses							
520200	Contracted Services	0	0	0	8,000	8,000	0
	* Total Operating	0	0	0	8,000	8,000	0
	** Total Personnel & Operating	0	0	0	8,000	8,000	0
Capital							
	** Total Capital	0	0	0	0	0	0
	*** Total Budget Appropriation	0	0	0	8,000	8,000	0

SECTION III – PROGRAM OVERVIEW

EXPLANATION OF GRANT

The South Carolina Emergency Management Division has notified Lexington County Emergency Preparedness of a funding opportunity that has come available through the FY 09 Hazardous Materials Emergency Planning (HMEP) Grant. Emergency Preparedness is planning to use these funds to develop a dedicated Emergency Preparedness website to aid the citizens of Lexington County in the preparation for disasters.

This grant is split 80/20, which the 20 percent match can be in-kind. This match will come from the County's General Fund which is being used to pay the personnel and operating costs for Emergency Preparedness.

SECTION IV. – SUMMARY OF REVENUES

458000 – State Grant Income **\$8,000**

\$8,000 in state grant funds is being requested. These funds will be matched with \$2,000 (20%) in-kind funds from the expenditures of personnel and operating costs of Emergency Preparedness through the County's General Fund.

SECTION V. B. – OPERATING LINE ITEM NARRATIVES

520200– CONTRACTED SERVICES **\$8,000**

To develop a dedicated Emergency Preparedness website that will aid the citizens of Lexington County in preparing for disasters.

THE HMEP GRANT APPLICATION PACKAGE

ATTACHMENT P-3: SPECIAL PROJECT GRANT APPLICATION

TO: HAZMAT Program Manager, South Carolina Emergency Management Division,
2779 Fish Hatchery Road, West Columbia, SC 29172

FROM: LEXINGTON COUNTY LEPC

Describe the Special Project by answering the following questions:

1. Briefly describe the reason a Special Project Grant is needed. What specific problem(s) will the grant funds help to solve? How many jurisdictions and organizations will be helped by the grant?

This Special Project Grant is needed to allow for the development of an Emergency Management/Hazardous Materials/LEPC website in Lexington County, to fill a vital communication gap between the Lexington County LEPC/Emergency Management Division and the citizens of Lexington County.

2. What are the work tasks to be included in the project?

Work tasks include securing a web address, contracting a website development and maintenance agency, and ensuring the upkeep of website information.

3. When will the work tasks be started and completed?

Work tasks will be initiated immediately following the receipt of the grant award. Completion of work tasks/project would be expected within 3-6 months following receipt of award.

4. Who will do the work tasks and why were they selected for the tasks?

Work tasks will be completed by the selected website development and maintenance agency, as well as County LEPC members and the Lexington County Emergency Management Division.

5. What new work products (reports, plans, maps, etc.) will the special project produce?

The new website would provide citizens and industry leaders with a multitude of information – ranging from current LEPC program and contact information to Hazardous Materials Safety – to general emergency management information.

THE HMEP GRANT APPLICATION PACKAGE

Describe the budget for the special project by answering the following questions:

6. How many work hours will be spent on each major work task? (List by major task)

200 hours (one time) – website development

200 hours/year – website maintenance/upkeep

7. What is the total cost for the special project?

\$8,000

8. Give the costs for each of the following (if applicable):

Total Personnel Costs: *N/A*

Any other costs: *\$8000*

Describe cost: *Contracted Services*

9. If equipment and supplies will be purchased, list below the cost for each item:

N/A

10. Describe why equipment and supplies need to be purchased for the special project (What impact will denial of the purchase have on the project?):

N/A

11. If a contractor will be used in completing the special project, answer the following:

- a. Why is a contractor needed:

Website development is a very specialized profession. We want to ensure proper laws and procedures are followed, and that the website will be immune from hackers and other computer viruses/trojans, etc.

- b. Who is the contractor and why was he/she selected:

A contractor will be selected upon receipt of grant award.

c. **What work tasks will the contractor complete:**

Work tasks expected to be completed by the contractor include securing a web address, website development, and maintenance.

d. **Who will supervise the contractor's work and be responsible for its completion:**

The Lexington County Emergency Management Division will manage this project and will be responsible to ensure its completion.

THE HMEP GRANT APPLICATION PACKAGE

Provide the following information to help the S.C. Emergency Management Division determine the priority for this special grant application:

12. Will other LEPCs or other organizations from outside the county participate in the project: and if so, describe their participation:

Lexington County Department of Public Safety, the Lexington County VOAD, and the Lexington County CERT Team may participate in this project.

13. Will the special project grant funds be combined with other sources of funding, and if so, describe the amount and sources of other funding:

No, the special project funds will not be combined with other sources of funding.

14. Describe how 20% In-Kind match will be met:

County staff will dedicate 200 hours toward the upload, maintenance and upkeep of the website.

If the funding requested had to be reduced:

15. What work tasks or purchases would be the first to be eliminated, reduced or modified:

The website would have to be developed in a less robust fashion, or the project could have to be eliminated all together depending on the significance of the cut.

16. How much would the project cost be decreased by the above modifications:

\$2000 less to develop a less robust/functional website; any further cuts would eliminate the feasibility of the project.

17. How much could the project be decreased before it is no longer a valid, worthwhile project:

The project could be decreased by \$2000 before the feasibility of the project becomes compromised.

This page has intentionally been left blank.

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.



South Carolina
Department of Transportation

*cc:
Billy
John Fechtel*

June 26, 2008

Mr. William C. "Billy" Derrick
Chairman- Lexington County
Transportation Committee
212 South Lake Drive
Lexington, South Carolina 29072



Re: 2009 State Match Program (SMP 09)

Dear Chairman Derrick:

The C Program is a long-established partnership between the South Carolina Department of Transportation (SCDOT) and the 46 counties to fund the improvements of state roads, county roads, city streets and other local transportation projects. It is successful because local leaders and citizens alike are willing to participate to meet the needs of their communities. In keeping with this partnership, it is my pleasure to inform you that SCDOT is making available the use of \$10 million for a resurfacing match program with the County Transportation Committees (CTCs) for the 2009 state fiscal year. SMP 09 is a program that promotes a cooperative effort between CTCs and SCDOT to fund resurfacing on the state highway system to preserve and improve the condition of state secondary roads, which are not eligible for federal funding sources.

Act 114 of the General Assembly passed in June of 2007 stipulated that the Department utilize objective and quantifiable factors in basing its selection for improvements on all state roadways. Therefore, factors such as pavement condition, average daily traffic rates, average daily truck traffic rates, pavement maintenance costs for the road, and the road's location and significance to the community and local businesses must be considered when selecting potential projects using transportation funding. The Department has recently evaluated the secondary roads in the state utilizing these criteria in determining a list of qualified candidates to be compliant with state law. When SCDOT monies are involved in a resurfacing project, the project selections must come from the list of qualified candidates.

The allocation of SCDOT match funds available to your committee for SMP 09 is \$424,000. The Department will match CTC funds on a dollar per dollar basis up to this amount. This funding will be available beginning July 1, 2008. Attached is the prioritization schedule for your county for your review along with preliminary estimates for the work. The Department anticipates accomplishing the work on the highlighted roads on the list in the near future and these roads were included for your information. The list also describes for your information the treatment type as either rehabilitation or reconstruction. The term rehabilitation is used to mean resurfacing while reconstruction is used to describe resurfacing in addition to improvements to the base structure of the roadway.



STATE MATCH PROGRAM 2009 (SMP 09) PARTICIPATION FORM

Please fill-in the appropriate blanks indicating your desire to participate in the program and the amount of matching funds you wish to accept. If you desire to allocate additional monies above your match amount, please indicate this amount as well.

County _____

Our CTC will participate in the SMP 09 Program _____ Yes _____ No

Our CTC elects for SCDOT to administer the program as outlined in #3 & #8 of the attached guidelines _____ Yes _____ No

Amount of SCDOT Matching Funds Claimed \$ _____

Additional CTC funds allocated for resurfacing to be used on the state system beyond the CTC's match portion \$ _____

Note: These additional funds will count towards the CTCs 25% obligation to be expended on the State Highway System; however, the roads to be resurfaced will be required to be selected from the attached list.

Please select one of the following two options:

Option 1: Our CTC authorizes SCDOT to select the roads to be resurfaced from the attached list as the allocated match funds will allow _____ Yes _____ No

Option 2: Our CTC elects to choose the roads to be resurfaced from the attached list as the allocated funds will allow _____ Yes _____ No

The order in which we desire the roadwork to be performed is as follows:

1. _____
2. _____
3. _____
4. _____
5. _____

Authorized Signature

Date

Please return Form by August 29, 2008 to:

Herbert J. Cooper, P.E.
C Program Administrator
Room 424
Post Office Box 191
Columbia, SC 29201

STATE MATCH PROGRAM 2009 (SMP 09)

June 26, 2008

PROGRAM GOAL

The goal of the State Match Program 2009 (SMP 09) is to preserve and improve the condition of the state's non-federal aid eligible secondary roads through "resurfacing", which will enhance the safety of motorists, bicyclists, and pedestrians. Act 114 passed in June of 2007 stipulated that the Department utilize objective and quantifiable factors in basing its selection for improvements to our roadways. Therefore, factors such as pavement condition, average daily traffic rates, average daily truck traffic rates, pavement maintenance costs for the road, and the road's location and significance to the community and local businesses must be taken into account. The Department has recently evaluated secondary roads in the state utilizing these criteria as approved by the SCDOT Commission in determining a list of qualified candidates to be compliant with state law. The schedule is a dynamic one in that it may change as future roadway conditions change due to various factors. When SCDOT monies are involved in a resurfacing project, the project selections must come from the list of qualified candidates. SMP 09 is a matching funds program that promotes a cooperative effort between County Transportation Committees (CTCs) and SCDOT to fund secondary road resurfacing projects using the objective and quantifiable factors for prioritizing projects approved by the SCDOT Commission.

GUIDELINES

1. SCDOT has allocated a maximum of \$10 million in state funds to the SMP 09 program for fiscal year 2008/2009 to match C Fund contributions.
2. Attached is a list of the roads from the prioritization schedule to be improved, which has been developed for the respective county using the objective and quantifiable factors approved by the SCDOT Commission for the match program. The cost to resurface all the roads on the list is significantly greater than the match monies allow; however, the list will provide the CTC the ability to choose which roads are to be resurfaced while still being in compliance with Act 114. Each CTC will have the option of either selecting the order of the roads to be resurfaced from the list or allowing SCDOT to select the roads from the list as the match funds allow. Either option will insure both the CTC and the SCDOT will be compliant with state law. The allocation to each CTC is based on the lane miles and vehicle miles traveled in each county. If a CTC chooses not to participate or is ineligible to participate, those designated matching funds will be redirected to the overall statewide SCDOT Secondary Pavement Improvement and Preservation Program.

3. SCDOT will bear all the expenses for the design, bidding, contract award, and construction field management if SCDOT administers the project. This expense will be above and beyond the Department's portion of the match funds.
4. CTCs must demonstrate that they are in compliance with state law by having expended at least 25% of their county's apportionment of C funds based on a biennial averaging for work on the state highway system to be eligible to participate in the SMP 09 program. SCDOT will only match C Funds committed to SMP 09, which are in excess of the 25% minimum required by law to be spent on the state system. The CTCs matching portion will not count towards their 25% minimum; however, those monies which the CTCs elect to spend above and beyond the offered match amount will count. CTCs must be financially capable of participating, i.e., not over programmed and also be in compliance with all other provisions of the C Fund law as well as the Set-Aside law.
5. A minimum of one dollar in C Funds must be committed to SMP 09 for each dollar contributed by SCDOT. The state match portion will be a maximum amount and all expenditures greater than the total match amount will be the responsibility of the participating CTC.
6. Projects in SMP 09 must be roads on the state highway system that are not eligible for federal aid and must be developed to state standards. Minimum design criteria include a 2' paved shoulder on each side and a minimum 2' earth shoulder where possible unless specifically excepted by a professionally licensed SCDOT engineer. Where a sufficient shoulder does not exist to accommodate the 2' paved shoulder, the maximum paved shoulder attainable shall be provided. However, on the inside of curves, work to provide the full 2' paved shoulder shall be required. Subdivision streets and roads constructed with curb and gutters or valley gutters are not required to be widened.
7. All roads, except subdivision streets, included in SMP 09 will be marked with thermoplastic pavement markings and centerline raised pavement markers as part of the pavement improvement contract. Edgelines will be placed so as to delineate the maximum paved shoulder possible.
8. SCDOT will administer and manage all SMP 09 projects including design, bidding, contract award, construction field management, approval of change orders to the contract for additional work that is incidental to and necessary for the satisfactory completion of the work, final inspection and acceptance of completed projects. Exceptions may be made upon request, provided the participant demonstrates the ability to accomplish the work and upon approval of an executed participation agreement to include a completion date no later than November 30, 2009 between CTCs and SCDOT.
9. Acceptance or rejection of bids will be determined by SCDOT in accordance with its standard practices.

Lexington County

6/19/2008

Dis	Cty	Rt Type	Rt Num	Aux	Dir	From	To	Length	Pave Type	IRI	ADT	2008		Treat Year	Treat Type	func	width	Estimated	
												Predicted PQI	% Total Patching					Cost	Score
1	32	S-	17		N	0.00	0.71	0.71	BIT	309	2859	2.22	0.0		Rehabilitation	UL	22	\$195,188	1.588
1	32	S-	19		N	1.80	1.94	0.14	BIT	400	313	0.49	0.0		Reconstruction	RLo	21	\$43,473	1.146
1	32	S-	19		N	1.56	1.80	0.24	BIT	289	420	2.39	0.0		Rehabilitation	RLo	20	\$59,981	2.056
1	32	S-	19		N	0.00	1.56	1.56	BIT	342	704	2.83	0.0		Rehabilitation	RLo	18	\$350,888	2.082
1	32	S-	28		E	0.00	2.33	2.33	BIT	307	2001	2.29	5.0	2009	Rehabilitation	UL	20	\$582,314	1.666
1	32	S-	32		E	0.75	0.91	0.16	BIT	374	900	2.39	0.0		Rehabilitation	UL	43	\$85,773	1.956
1	32	S-	36		E	5.79	5.97	0.18	BIT	169	12000	2.56	0.0		Rehabilitation	UL	26	\$57,806	1.874
1	32	S-	39		N	0.12	0.48	0.36	BIT	304	750	2.30	0.3		Rehabilitation	UL	58	\$260,916	1.920
1	32	S-	39		N	0.00	0.12	0.12	BIT	376	1350	2.46	0.0		Rehabilitation	UL	90	\$134,957	1.984
1	32	S-	40		E	0.00	0.98	0.98	BIT	314	1946	1.98	0.9		Reconstruction	UL	32	\$470,433	1.642
1	32	S-	42		E	0.85	1.06	0.21	BIT	285	1200	1.36	2.0		Reconstruction	UL	23	\$72,455	1.694
1	32	S-	42		E	0.48	0.85	0.37	BIT	382	1200	1.83	1.1		Reconstruction	UL	20	\$111,008	1.732
1	32	S-	42		E	0.21	0.48	0.27	BIT	185	6400	2.40	0.0		Rehabilitation	UL	22	\$74,226	1.960
1	32	S-	43		N	0.36	0.60	0.24	BIT	236	1950	2.14	41.6		Reconstruction	UL	26	\$93,607	1.606
1	32	S-	43		N	0.60	1.45	0.85	BIT	297	2600	2.28	2.5		Rehabilitation	UL	20	\$212,432	1.762
1	32	S-	46		E	0.26	5.87	5.61	BIT	278	612	2.39	3.4		Rehabilitation	RLo	20	\$1,402,051	1.956
1	32	S-	49		N	0.00	0.20	0.20	BIT	400	1380	2.06	6.8		Reconstruction	RLo	18	\$54,004	1.674
1	32	S-	49		N	0.20	0.35	0.15	BIT	400	1316	2.33	0.3		Rehabilitation	RLo	42	\$77,975	1.882
1	32	S-	50		E	0.00	0.30	0.30	BIT	400	275	1.25	1.7		Reconstruction	UL	18	\$81,006	1.500
1	32	S-	50		E	0.30	0.81	0.51	BIT	377	559	2.01	2.5		Reconstruction	UL	20	\$153,011	1.804
1	32	S-	53		N	0.00	0.83	0.83	UnP	345	120	2.45	0.0		Rehabilitation	RLo	18	\$186,690	1.930
1	32	S-	54		E	0.00	1.65	1.65	BIT	341	126	2.35	0.9		Rehabilitation	RLo	20	\$412,368	1.890
1	32	S-	57		N	0.00	1.05	1.05	BIT	271	1732	1.82	0.1		Reconstruction	UL	34	\$535,538	1.728
1	32	S-	61		N	0.00	0.98	0.98	BIT	302	4072	2.46	0.4		Rehabilitation	UL	21	\$253,494	1.684
1	32	S-	67		N	1.13	1.90	0.77	BIT	302	682	2.11	0.8		Reconstruction	UL	38	\$442,396	1.844
1	32	S-	67		N	1.01	1.13	0.12	BIT	247	1450	1.56	0.0		Reconstruction	UL	45	\$81,006	1.924
1	32	S-	67		N	0.00	0.10	0.10	BIT	362	2380	2.72	0.0		Rehabilitation	UL	28	\$35,489	1.938
1	32	S-	69		N	0.00	0.70	0.70	BIT	335	5020	2.15	2.1		Reconstruction	UL	27	\$283,520	1.410
1	32	S-	71		N	0.49	0.60	0.11	BIT	367	4400	2.16	0.0		Reconstruction	UL	32	\$52,804	1.564
1	32	S-	71		N	0.20	0.49	0.29	BIT	359	4400	2.17	0.0		Reconstruction	UL	20	\$87,006	1.568
1	32	S-	71		N	0.00	0.20	0.20	BIT	313	4400	2.34	0.2		Rehabilitation	UL	22	\$54,982	1.636
1	32	S-	79		N	0.00	1.83	1.83	BIT	332	248	2.56	0.2		Rehabilitation	RLo	20	\$457,354	1.974
1	32	S-	84		E	0.00	0.11	0.11	BIT	400	1000	2.19	0.2		Reconstruction	UL	24	\$39,603	1.876
1	32	S-	85		N	0.00	1.98	1.98	BIT	265	420	1.86	0.0		Reconstruction	RLo	18	\$534,638	1.844
1	32	S-	88		E	1.82	2.01	0.19	BIT	292	300	2.39	1.0		Rehabilitation	RLo	24	\$57,219	2.056
1	32	S-	90		E	0.98	1.29	0.31	BIT	353	200	2.19	1.1		Reconstruction	UL	28	\$130,209	1.876
1	32	S-	90		E	0.00	0.98	0.98	BIT	316	650	2.27	2.5		Rehabilitation	UL	20	\$244,922	1.908
1	32	S-	91		N	0.20	0.75	0.55	BIT	290	5160	1.73	0.4		Reconstruction	UL	24	\$198,014	1.392

Lexington County

6/19/2008

Dis	Cty	Rt Type	Rt Num	Aux	Dir	From	To	Length	Pave		2008		Treat Year	Treat Type	func	width	Estimated	
									IRI	ADT	PQI	% Total Patching					Cost	Score
1	32	S-	91		N	1.39	1.53	0.14	BIT	400	4800	2.03	0.8	Reconstruction	UL	30	\$63,004	1.512
1	32	S-	91		N	0.00	0.20	0.20	BIT	340	5800	2.48	0.1	Rehabilitation	UL	22	\$54,982	1.542
1	32	S-	91		N	0.75	1.39	0.64	BIT	266	2038	2.52	0.1	Rehabilitation	UL	20	\$159,949	2.008
1	32	S-	93		N	0.00	0.22	0.22	BIT	400	358	1.67	0.0	Reconstruction	RLo	24	\$77,556	1.618
1	32	S-	95		N	0.00	0.21	0.21	BIT	400	440	2.07	4.3	Reconstruction	RLo	30	\$94,507	1.678
1	32	S-	95		N	0.21	0.47	0.26	BIT	400	984	2.21	6.0	Rehabilitation	RLo	38	\$123,460	1.734
1	32	S-	96		E	0.00	0.24	0.24	BIT	400	583	1.52	2.3	Reconstruction	UL	25	\$88,566	1.608
1	32	S-	99		N	0.96	1.06	0.10	BIT	369	126	2.25	0.2	Rehabilitation	RLo	20	\$24,992	1.850
1	32	S-	100		E	13.03	13.14	0.11	BIT	291	880	2.36	0.0	Rehabilitation	RLo	27	\$37,113	2.044
1	32	S-	101		N	0.00	2.40	2.40	BIT	327	236	2.60	2.5	Rehabilitation	RLo	18	\$539,827	1.990
1	32	S-	108		E	0.00	0.39	0.39	BIT	366	550	2.15	20.0	Reconstruction	UL	20	\$117,008	1.460
1	32	S-	108		E	0.39	0.89	0.50	BIT	266	600	2.39	8.7	Rehabilitation	UL	22	\$137,456	1.906
1	32	S-	109		N	0.80	1.18	0.38	BIT	300	1815	1.37	1.1	2009 Reconstruction	UL	18	\$102,607	1.398
1	32	S-	109		N	0.00	0.80	0.80	BIT	208	1815	1.77	0.1	2009 Reconstruction	UL	18	\$216,015	1.858
1	32	S-	109		N	1.21	2.40	1.19	BIT	205	1852	1.90	1.0	Reconstruction	UL	20	\$357,025	1.910
1	32	S-	110		E	0.00	0.74	0.74	BIT	312	138	2.11	0.0	Reconstruction	UL	18	\$199,814	1.844
1	32	S-	112		E	0.00	3.17	3.17	BIT	330	766	2.29	1.4	Rehabilitation	UL	20	\$792,246	1.916
1	32	S-	114		E	0.14	1.30	1.16	BIT	387	275	2.41	0.3	Rehabilitation	RLo	20	\$289,907	1.914
1	32	S-	114		E	1.51	3.27	1.76	BIT	306	360	2.61	0.3	Rehabilitation	RLo	20	\$439,859	1.994
1	32	S-	115	CON	N	0.00	0.28	0.28	BIT	366	126	2.26	0.1	Rehabilitation	RLo	20	\$69,978	1.854
1	32	S-	118		E	0.00	0.38	0.38	BIT	346	880	2.72	0.0	Rehabilitation	RLo	20	\$94,970	2.038
1	32	S-	119		N	0.13	0.34	0.21	BIT	251	300	2.44	0.9	Rehabilitation	RLo	20	\$52,483	2.076
1	32	S-	119		N	0.00	0.13	0.13	BIT	280	120	2.50	2.0	Rehabilitation	RLo	31	\$50,521	2.100
1	32	S-	120		E	0.00	0.20	0.20	BIT	400	83	1.81	0.1	Reconstruction	RLo	19	\$58,204	1.674
1	32	S-	123		N	0.00	0.20	0.20	BIT	324	303	2.39	0.8	Rehabilitation	UL	20	\$49,984	1.956
1	32	S-	124		E	0.47	0.70	0.23	BIT	391	335	2.11	1.1	Reconstruction	UL	18	\$62,104	1.844
1	32	S-	124		E	0.10	0.47	0.37	BIT	389	220	2.15	1.1	Reconstruction	UL	20	\$112,673	1.860
1	32	S-	124		E	0.00	0.10	0.10	BIT	400	375	2.43	2.6	Rehabilitation	UL	24	\$29,990	1.972
1	32	S-	124		E	0.70	0.96	0.26	BIT	317	138	2.54	0.0	Rehabilitation	UL	20	\$64,979	2.016
1	32	S-	124		E	0.96	1.89	0.93	BIT	320	132	2.74	0.0	Rehabilitation	RLo	20	\$232,426	2.046
1	32	S-	125		N	0.00	0.19	0.19	BIT	368	1045	2.52	0.0	Rehabilitation	UL	33	\$78,350	2.008
1	32	S-	127		N	0.00	0.58	0.58	BIT	357	6800	2.25	1.7	Rehabilitation	UL	23	\$165,972	1.450
1	32	S-	127		N	0.58	0.83	0.25	BIT	335	5128	2.54	0.1	Rehabilitation	UL	25	\$78,725	1.566
1	32	S-	127		N	0.83	1.30	0.47	BIT	244	4600	2.34	0.0	Rehabilitation	UL	22	\$129,209	1.936
1	32	S-	128		E	0.00	0.36	0.36	BIT	391	1069	2.17	3.8	Reconstruction	UL	26	\$140,410	1.768
1	32	S-	128		E	0.47	0.65	0.18	BIT	400	833	1.94	1.8	Reconstruction	UL	22	\$59,404	1.776
1	32	S-	128		E	0.36	0.47	0.11	BIT	400	1250	2.33	1.3	Rehabilitation	UL	20	\$27,491	1.932
1	32	S-	129		N	0.00	0.11	0.11	BIT	381	4070	2.38	0.1	2009 Rehabilitation	UL	32	\$43,986	1.652

Lexington County

6/19/2008

Dis	Cty	Rt Type	Rt Num	Aux	Dir	From	To	Length	Pave Type	IRI	ADT	2008		Treat Year	Treat Type	func	width	Estimated	
												Predicted PQI	% Total Patching					Cost	Score
1	32	S-	129		N	0.11	1.28	1.17	BIT	175	4070	1.84	0.0	2009	Reconstruction	UL	24	\$421,230	1.886
1	32	S-	131		N	0.00	0.61	0.61	BIT	309	2402	2.55	0.0		Rehabilitation	UL	22	\$168,459	1.870
1	32	S-	132		E	0.08	0.82	0.74	BIT	282	1200	2.54	36.0		Rehabilitation	UL	20	\$184,941	1.766
1	32	S-	134		E	0.00	0.10	0.10	BIT	400	163	1.93	0.0		Reconstruction	UL	20	\$30,002	1.772
1	32	S-	137		N	0.00	0.08	0.08	BIT	400	605	2.25	5.3		Rehabilitation	UL	50	\$49,984	1.800
1	32	S-	138		E	0.00	0.10	0.10	BIT	400	385	2.06	20.4		Reconstruction	UL	20	\$30,002	1.374
1	32	S-	138		E	0.10	0.35	0.25	BIT	400	385	2.13	17.8		Reconstruction	UL	36	\$135,010	1.502
1	32	S-	139		N	0.30	0.52	0.22	BIT	378	5000	0.90	0.1		Reconstruction	UL	32	\$105,608	1.060
1	32	S-	139		N	0.00	0.20	0.20	BIT	400	6000	2.58	0.0		Rehabilitation	UL	32	\$79,974	1.582
1	32	S-	139		N	0.20	0.30	0.10	BIT	351	5200	2.61	0.0		Rehabilitation	UL	32	\$39,987	1.594
1	32	S-	140		E	0.30	0.42	0.12	BIT	400	2250	1.86	1.4		Reconstruction	UL	20	\$36,003	1.594
1	32	S-	140		E	0.00	0.30	0.30	BIT	319	2250	2.37	0.8		Rehabilitation	UL	18	\$67,478	1.798
1	32	S-	141		N	0.00	0.22	0.22	BIT	400	750	1.75	0.0		Reconstruction	UL	20	\$66,005	1.700
1	32	S-	142		E	0.00	0.20	0.20	BIT	308	126	2.70	0.5		Rehabilitation	RLo	20	\$49,984	2.030
1	32	S-	145		N	0.00	0.79	0.79	BIT	296	3200	2.27	4.6		Rehabilitation	UL	20	\$197,437	1.658
1	32	S-	146		E	0.00	0.28	0.28	BIT	400	3500	2.41	1.6		Rehabilitation	UL	26	\$90,971	1.664
1	32	S-	146		E	0.28	0.64	0.36	BIT	360	3140	2.47	0.6		Rehabilitation	UL	26	\$115,163	1.688
1	32	S-	147		N	0.00	0.29	0.29	BIT	312	750	2.53	0.0		Rehabilitation	UL	24	\$86,972	2.012
1	32	S-	149		N	0.00	0.88	0.88	BIT	320	353	2.18	0.7		Reconstruction	UL	20	\$264,019	1.872
1	32	S-	150		E	0.00	0.10	0.10	BIT	274	406	2.30	0.0		Rehabilitation	UL	20	\$24,992	2.070
1	32	S-	151		N	0.00	0.15	0.15	BIT	374	425	2.01	0.0		Reconstruction	UL	24	\$54,004	1.804
1	32	S-	151		N	0.15	0.28	0.13	BIT	350	417	2.24	0.0		Rehabilitation	UL	21	\$33,789	1.896
1	32	S-	152		E	0.00	0.33	0.33	BIT	334	110	1.87	0.2		Reconstruction	UL	18	\$89,106	1.748
1	32	S-	153		N	0.61	0.85	0.24	BIT	400	3000	2.12	1.7		Reconstruction	UL	20	\$72,005	1.548
1	32	S-	153		N	0.33	0.61	0.28	BIT	290	1994	2.30	0.3		Rehabilitation	UL	32	\$111,964	1.920
1	32	S-	153		N	0.18	0.33	0.15	BIT	320	375	2.69	0.0		Rehabilitation	UL	24	\$44,986	2.076
1	32	S-	154		E	0.00	0.21	0.21	BIT	400	688	1.46	4.5		Reconstruction	UL	22	\$69,305	1.484
1	32	S-	155		N	0.00	0.27	0.27	BIT	388	355	1.90	4.8		Reconstruction	UL	20	\$82,221	1.660
1	32	S-	156		E	0.15	0.68	0.53	BIT	357	880	2.03	1.9		Reconstruction	UL	26	\$206,715	1.812
1	32	S-	156		E	0.00	0.15	0.15	BIT	352	1188	2.27	1.7		Rehabilitation	UL	28	\$52,483	1.908
1	32	S-	157		N	0.00	0.87	0.87	BIT	305	1430	2.00	4.2		Reconstruction	RLo	20	\$261,019	1.600
1	32	S-	158		E	0.60	1.83	1.23	BIT	336	156	2.55	0.1		Rehabilitation	RLo	20	\$308,939	1.970
1	32	S-	158		E	1.83	5.59	3.76	BIT	333	749	2.56	2.4		Rehabilitation	RLo	20	\$939,699	1.974
1	32	S-	158		E	8.04	8.64	0.60	BIT	304	1000	2.63	0.9		Rehabilitation	UL	20	\$149,952	2.052
1	32	S-	169		N	0.00	0.61	0.61	BIT	376	300	2.08	3.7		Reconstruction	RLo	20	\$184,843	1.632
1	32	S-	171		N	0.64	1.63	0.99	BIT	267	1020	2.32	5.8		Rehabilitation	RLo	20	\$247,421	1.928
1	32	S-	171		N	0.00	0.64	0.64	BIT	288	1063	2.25	1.9		Rehabilitation	UL	20	\$159,949	2.050
1	32	S-	172		E	0.65	1.25	0.60	BIT	268	1813	2.14	0.7		Reconstruction	UL	18	\$162,012	1.856

Lexington County

6/19/2008

Dis	Cty	Rt Type	Rt Num	Aux	Dir	From	To	Length	Pave		2008 Predicted		% Total Patching	Treat Year	Treat Type	func	width	Estimated	
									IRI	ADT	PQI	Cost						Score	
1	32	S-	172		E	4.23	5.36	1.13	BIT	304	1813	2.70	0.0		Rehabilitation	UL	20	\$282,410	1.930
1	32	S-	172		E	1.25	3.53	2.28	BIT	257	2464	2.57	0.9		Rehabilitation	UL	20	\$569,818	2.028
1	32	S-	176		E	0.00	0.10	0.10	BIT	338	6400	2.47	0.0		Rehabilitation	UL	30	\$37,488	1.538
1	32	S-	176		E	0.10	1.19	1.09	BIT	296	5822	2.17	0.2	2009	Reconstruction	UL	20	\$328,658	1.568
1	32	S-	177		N	0.13	0.39	0.26	BIT	347	400	2.61	2.0		Rehabilitation	UL	18	\$58,481	2.044
1	32	S-	178		E	0.00	0.25	0.25	BIT	375	774	2.63	1.4		Rehabilitation	UL	23	\$70,602	2.052
1	32	S-	178		E	0.25	0.39	0.14	BIT	378	900	2.68	0.0		Rehabilitation	UL	20	\$34,989	2.072
1	32	S-	179		N	0.00	0.14	0.14	BIT	400	165	1.96	1.7		Reconstruction	RLo	22	\$46,203	1.734
1	32	S-	179		N	0.14	0.35	0.21	BIT	400	165	2.06	2.8		Reconstruction	RLo	20	\$63,004	1.774
1	32	S-	180		E	2.74	2.95	0.21	BIT	381	2750	1.26	3.7		Reconstruction	UL	24	\$75,605	1.104
1	32	S-	180		E	2.95	3.30	0.35	BIT	384	2750	1.09	2.0		Reconstruction	UL	19	\$97,132	1.136
1	32	S-	180		E	2.37	2.74	0.37	BIT	350	2500	1.50	2.7		Reconstruction	UL	22	\$122,109	1.450
1	32	S-	180		E	0.00	0.47	0.47	BIT	318	1850	2.28	0.8		Rehabilitation	UL	26	\$152,701	1.762
1	32	S-	180		E	0.47	0.99	0.52	BIT	283	1850	2.22	0.0		Rehabilitation	UL	20	\$129,958	1.888
1	32	S-	182		E	0.00	0.12	0.12	BIT	400	1265	2.70	0.0		Rehabilitation	UL	22	\$32,989	2.080
1	32	S-	184		E	0.00	0.39	0.39	BIT	359	500	2.53	0.1		Rehabilitation	UL	26	\$126,709	2.012
1	32	S-	185		N	0.59	0.91	0.32	BIT	343	836	1.90	1.8		Reconstruction	UL	26	\$124,809	1.760
1	32	S-	185		N	0.12	0.59	0.47	BIT	351	750	2.08	0.8		Reconstruction	UL	28	\$197,414	1.832
1	32	S-	185		N	0.00	0.12	0.12	BIT	400	250	2.09	2.4		Reconstruction	UL	20	\$36,003	1.836
1	32	S-	186		E	0.00	0.36	0.36	BIT	400	688	1.50	0.6		Reconstruction	UL	20	\$108,008	1.600
1	32	S-	186		E	0.36	1.29	0.93	BIT	349	714	1.58	1.1		Reconstruction	UL	32	\$446,432	1.632
1	32	S-	187		N	0.00	0.74	0.74	BIT	327	497	2.10	1.0		Reconstruction	UL	26	\$288,621	1.840
1	32	S-	187		N	0.74	0.94	0.20	BIT	380	438	2.27	0.0		Rehabilitation	UL	22	\$54,982	1.908
1	32	S-	188		E	0.00	0.33	0.33	BIT	400	625	2.46	1.4		Rehabilitation	UL	20	\$82,474	1.984
1	32	S-	189		N	0.00	0.47	0.47	BIT	362	193	2.16	0.0		Reconstruction	UL	20	\$141,010	1.864
1	32	S-	191		N	0.00	0.07	0.07	BIT	345	468	2.60	0.0		Rehabilitation	UL	22	\$19,244	2.040
1	32	S-	192		E	0.23	0.42	0.19	BIT	344	449	2.46	0.0		Rehabilitation	UL	18	\$42,736	1.984
1	32	S-	192		E	0.00	0.23	0.23	BIT	316	550	2.58	0.5		Rehabilitation	UL	28	\$80,474	2.032
1	32	S-	193		N	0.00	0.23	0.23	BIT	327	385	2.13	0.1		Reconstruction	UL	36	\$124,209	1.852
1	32	S-	194		E	0.00	0.13	0.13	BIT	400	138	2.51	1.0		Rehabilitation	UL	18	\$29,241	2.004
1	32	S-	195		N	0.00	0.28	0.28	BIT	384	55	2.33	0.6		Rehabilitation	UL	18	\$62,980	1.932
1	32	S-	196		E	0.00	0.15	0.15	BIT	400	83	2.37	0.1		Rehabilitation	UL	18	\$33,739	1.948
1	32	S-	197		N	0.00	0.23	0.23	BIT	387	123	2.12	0.1		Reconstruction	UL	22	\$75,905	1.848
1	32	S-	198		E	0.00	0.12	0.12	BIT	400	55	2.45	2.7		Rehabilitation	UL	18	\$26,991	1.980
1	32	S-	199		N	0.00	0.28	0.28	BIT	400	226	1.92	3.6		Reconstruction	UL	26	\$109,208	1.668
1	32	S-	204		E	0.00	1.06	1.06	BIT	200	6300	2.61	0.2		Rehabilitation	RLo	20	\$264,915	1.844
1	32	S-	205		N	0.00	0.14	0.14	BIT	400	188	2.63	1.1		Rehabilitation	UL	28	\$48,984	2.052
1	32	S-	206		E	0.30	0.52	0.22	BIT	400	469	2.41	0.0		Rehabilitation	UL	18	\$49,484	1.964

Lexington County

6/19/2008

																	2008		Estimated	
Dis	Cty	Rt	Rt	Aux	Dir	From	To	Length	Pave	IRI	ADT	Predicted	% Total	Treat	Treat Type	func	width	Cost	Score	
		Type	Num						Type			PQI	Patching	Year						
1	32	S-	206		E	0.10	0.30	0.20	BIT	379	469	2.69	0.0		Rehabilitation	UL	26	\$64,979	2.076	
1	32	S-	210		E	0.00	0.20	0.20	BIT	400	180	2.45	0.0		Rehabilitation	RLo	21	\$51,234	1.930	
1	32	S-	211		N	0.00	0.19	0.19	BIT	400	131	1.99	1.3		Reconstruction	UL	20	\$57,004	1.796	
1	32	S-	212		E	0.00	0.11	0.11	BIT	321	500	2.68	0.0		Rehabilitation	UL	26	\$35,739	2.072	
1	32	S-	213		N	0.00	0.27	0.27	BIT	400	330	2.34	0.8		Rehabilitation	RLo	20	\$67,478	1.886	
1	32	S-	213		N	0.27	0.37	0.10	BIT	400	330	2.47	1.5		Rehabilitation	RLo	18	\$22,493	1.938	
1	32	S-	214		E	0.00	0.37	0.37	BIT	395	899	2.50	0.0		Rehabilitation	UL	26	\$120,212	2.000	
1	32	S-	216		E	0.00	0.23	0.23	BIT	344	188	2.02	4.7		Reconstruction	UL	24	\$82,806	1.708	
1	32	S-	217		N	0.00	0.20	0.20	BIT	400	188	2.17	1.3		Reconstruction	UL	22	\$66,005	1.868	
1	32	S-	218		E	0.00	0.24	0.24	BIT	399	125	1.91	0.4		Reconstruction	UL	22	\$79,206	1.764	
1	32	S-	220		E	0.00	0.22	0.22	BIT	400	125	1.90	0.8		Reconstruction	UL	29	\$95,377	1.760	
1	32	S-	221		N	0.00	0.51	0.51	BIT	341	715	2.48	0.1		Rehabilitation	UL	20	\$127,459	1.992	
1	32	S-	223		N	0.00	0.19	0.19	BIT	400	1320	2.11	0.0		Reconstruction	RLo	21	\$59,569	1.794	
1	32	S-	224		E	0.00	0.05	0.05	BIT	400	138	2.26	0.0		Rehabilitation	RLo	18	\$11,246	1.854	
1	32	S-	225		N	0.00	0.25	0.25	BIT	358	175	2.33	0.1		Rehabilitation	UL	20	\$62,480	1.932	
1	32	S-	225		N	0.25	0.55	0.30	BIT	400	718	2.53	0.0		Rehabilitation	UL	21	\$80,224	2.012	
1	32	S-	229		N	0.00	0.30	0.30	BIT	400	211	2.52	0.9		Rehabilitation	UL	26	\$98,968	2.008	
1	32	S-	230		E	0.00	1.08	1.08	BIT	239	3250	2.56	0.1		Rehabilitation	UL	20	\$269,914	2.024	
1	32	S-	232		E	0.00	2.87	2.87	BIT	369	390	2.51	0.0		Rehabilitation	RLo	20	\$717,270	1.954	
1	32	S-	233		N	2.87	3.54	0.67	BIT	394	4840	2.11	38.3		Reconstruction	RLo	20	\$201,014	1.094	
1	32	S-	233		N	3.54	3.85	0.31	BIT	395	4840	2.11	48.7		Reconstruction	RLo	26	\$120,909	1.094	
1	32	S-	234		E	0.00	2.42	2.42	BIT	332	236	2.50	0.1		Rehabilitation	RLo	20	\$604,806	1.950	
1	32	S-	235		N	0.00	0.81	0.81	BIT	304	204	2.70	0.0		Rehabilitation	RLo	20	\$202,435	2.030	
1	32	S-	236		E	0.00	0.21	0.21	BIT	369	165	2.62	0.0		Rehabilitation	RLo	20	\$52,483	1.998	
1	32	S-	236		E	0.56	0.73	0.17	BIT	333	165	2.67	0.0		Rehabilitation	RLo	20	\$42,486	2.018	
1	32	S-	236		E	0.36	0.56	0.20	BIT	354	165	2.69	0.0		Rehabilitation	RLo	22	\$54,982	2.026	
1	32	S-	239		N	0.18	1.73	1.55	BIT	275	1000	2.10	0.0		Reconstruction	UL	20	\$465,033	1.990	
1	32	S-	239		N	0.00	0.18	0.18	BIT	352	1000	2.55	0.0		Rehabilitation	UL	21	\$47,010	2.020	
1	32	S-	244		E	2.66	4.06	1.40	BIT	259	6500	2.42	6.5		Rehabilitation	UL	24	\$419,866	1.568	
1	32	S-	244		E	0.00	0.67	0.67	BIT	317	1875	2.11	2.1	2009	Reconstruction	UL	26	\$261,319	1.694	
1	32	S-	244		E	0.67	2.54	1.87	BIT	206	6500	2.73	0.3	2009	Rehabilitation	UL	24	\$560,820	1.942	
1	32	S-	244		E	4.06	4.33	0.27	BIT	294	1313	2.77	8.5		Rehabilitation	UL	24	\$81,649	2.058	
1	32	S-	245		N	0.00	4.15	4.15	BIT	272	935	2.48	0.2		Rehabilitation	RLo	20	\$1,037,168	2.092	
1	32	S-	251		N	0.00	0.22	0.22	BIT	380	625	2.63	0.0		Rehabilitation	UL	22	\$60,481	2.052	
1	32	S-	253		N	0.00	1.40	1.40	BIT	347	220	2.20	0.2		Reconstruction	UL	20	\$420,030	1.880	
1	32	S-	254		E	0.00	0.27	0.27	BIT	310	738	2.63	0.0		Rehabilitation	UL	22	\$74,226	2.052	
1	32	S-	255		N	0.00	0.28	0.28	BIT	400	133	2.12	6.0		Reconstruction	UL	20	\$82,326	1.748	
1	32	S-	256		E	0.00	0.40	0.40	BIT	312	1300	2.46	0.0		Rehabilitation	UL	20	\$99,968	1.984	

Lexington County

6/19/2008

Dis	Cty	Rt Type	Rt Num	Aux	Dir	From	To	Pave Length	Type	IRI	ADT	2008		Treat Year	Treat Type	func	width	Estimated	
												Predicted PQI	% Total Patching					Cost	Score
1	32	S-	257		N	0.00	0.22	0.22	BIT	375	297	2.57	3.1		Rehabilitation	UL	24	\$65,979	1.928
1	32	S-	263		N	0.00	0.22	0.22	BIT	311	165	2.60	0.1		Rehabilitation	RLo	26	\$71,477	1.990
1	32	S-	265		N	0.49	0.95	0.46	BIT	319	1337	1.92	2.3		Reconstruction	UL	32	\$220,816	1.768
1	32	S-	265		N	0.00	0.36	0.36	BIT	331	1500	2.00	0.0		Reconstruction	UL	32	\$172,812	1.800
1	32	S-	265		N	0.36	0.49	0.13	BIT	323	1500	2.13	0.0		Reconstruction	UL	40	\$78,006	1.852
1	32	S-	266		E	1.24	1.83	0.59	BIT	339	715	1.40	3.2		Reconstruction	UL	20	\$177,013	1.460
1	32	S-	266		E	1.13	1.24	0.11	BIT	364	750	1.18	0.6		Reconstruction	UL	28	\$46,203	1.472
1	32	S-	266		E	0.42	0.72	0.30	BIT	336	750	1.57	3.3		Reconstruction	UL	23	\$103,957	1.528
1	32	S-	266		E	0.72	1.13	0.41	BIT	355	750	2.16	6.9		Reconstruction	UL	20	\$123,009	1.764
1	32	S-	267		N	0.00	0.10	0.10	BIT	400	358	1.36	48.8		Reconstruction	UL	36	\$54,004	1.144
1	32	S-	267		N	0.10	0.46	0.36	BIT	352	358	1.63	6.3		Reconstruction	UL	20	\$108,008	1.552
1	32	S-	267		N	0.46	0.70	0.24	BIT	348	358	1.94	1.9		Reconstruction	UL	26	\$93,607	1.776
1	32	S-	268		E	0.00	3.64	3.64	BIT	293	1595	2.64	0.1		Rehabilitation	RLo	20	\$909,709	2.006
1	32	S-	271		N	0.46	0.63	0.19	BIT	332	3080	2.20	0.1		Reconstruction	UL	16	\$54,574	1.530
1	32	S-	271		N	0.00	0.46	0.46	BIT	310	3080	2.70	0.0		Rehabilitation	UL	20	\$114,963	1.730
1	32	S-	280		E	0.00	0.48	0.48	BIT	389	5500	2.22	0.0		Rehabilitation	UL	26	\$155,950	1.438
1	32	S-	282		E	0.27	0.48	0.21	BIT	367	960	1.77	3.1		Reconstruction	UL	26	\$81,906	1.608
1	32	S-	284		E	0.00	0.41	0.41	BIT	391	670	2.43	3.8		Rehabilitation	UL	22	\$112,714	1.872
1	32	S-	287		N	0.00	0.21	0.21	BIT	332	165	2.43	1.5		Rehabilitation	RLo	34	\$89,221	1.922
1	32	S-	288		E	0.57	1.10	0.53	BIT	370	275	2.03	1.4		Reconstruction	RLo	19	\$151,856	1.762
1	32	S-	288		E	0.00	0.22	0.22	BIT	360	330	2.13	0.0		Reconstruction	RLo	34	\$112,208	1.802
1	32	S-	288		E	0.43	0.57	0.14	BIT	390	330	2.15	0.8		Reconstruction	RLo	34	\$71,405	1.810
1	32	S-	288		E	0.22	0.43	0.21	BIT	376	330	2.39	0.0		Rehabilitation	RLo	32	\$83,973	1.906
1	32	S-	289		N	0.00	0.28	0.28	BIT	400	201	2.13	0.9		Reconstruction	RLo	26	\$109,208	1.802
1	32	S-	290		E	0.14	0.34	0.20	BIT	399	110	1.63	2.1		Reconstruction	RLo	18	\$54,004	1.602
1	32	S-	290		E	0.69	0.79	0.10	BIT	396	55	1.67	0.8		Reconstruction	RLo	32	\$48,003	1.618
1	32	S-	290		E	0.34	0.69	0.35	BIT	395	147	1.82	1.8		Reconstruction	RLo	36	\$190,064	1.678
1	32	S-	290		E	0.00	0.14	0.14	BIT	389	110	1.90	1.8		Reconstruction	RLo	20	\$42,003	1.710
1	32	S-	290	SPR	E	0.00	0.03	0.03	BIT	332	130	2.86	0.0		Rehabilitation	RLo	26	\$9,747	2.094
1	32	S-	291		N	0.00	0.52	0.52	BIT	366	358	2.16	1.4		Reconstruction	RLo	20	\$156,011	1.814
1	32	S-	291		N	0.52	0.80	0.28	BIT	343	520	2.43	0.1		Rehabilitation	UL	20	\$69,978	1.972
1	32	S-	293		N	0.00	0.54	0.54	BIT	347	990	1.99	0.9		Reconstruction	UL	20	\$159,581	1.796
1	32	S-	296		E	0.12	0.33	0.21	BIT	400	292	1.97	0.1		Reconstruction	RLo	26	\$81,906	1.738
1	32	S-	296		E	0.00	0.12	0.12	BIT	400	324	2.15	0.0		Reconstruction	RLo	20	\$36,003	1.810
1	32	S-	297		N	0.00	0.10	0.10	BIT	400	324	2.30	0.2		Rehabilitation	RLo	24	\$29,990	1.870
1	32	S-	297		N	0.10	0.25	0.15	BIT	400	369	2.31	0.1		Rehabilitation	RLo	32	\$59,981	1.874
1	32	S-	300		E	0.00	0.66	0.66	BIT	318	2585	2.51	0.1		Rehabilitation	UL	26	\$212,782	1.704
1	32	S-	301		N	0.00	0.13	0.13	BIT	363	276	2.47	0.4		Rehabilitation	RLo	18	\$29,241	1.938

Lexington County

6/19/2008

Dis	Cty	Rt Type	Rt Num	Aux	Dir	From	To	Pave Length	Pave Type	IRI	ADT	2008		Treat Year	Treat Type	func	width	Estimated	
												Predicted PQI	% Total Patching					Cost	Score
1	32	S-	301		N	0.31	2.86	2.55	BIT	331	436	2.58	0.2		Rehabilitation	RLo	18	\$579,939	1.982
1	32	S-	301		N	0.13	0.31	0.18	BIT	335	276	2.63	0.2		Rehabilitation	RLo	22	\$49,484	2.002
1	32	S-	303		N	0.00	0.21	0.21	BIT	392	55	2.49	2.7		Rehabilitation	RLo	36	\$94,470	1.946
1	32	S-	304		E	0.00	0.16	0.16	BIT	400	110	1.49	7.5		Reconstruction	UL	28	\$67,205	1.396
1	32	S-	305		N	0.59	0.69	0.10	BIT	400	375	0.87	0.1	2009	Reconstruction	UL	23	\$34,502	1.298
1	32	S-	305		N	0.69	0.87	0.18	BIT	400	1210	1.23	0.0	2009	Reconstruction	UL	24	\$64,805	1.442
1	32	S-	305		N	0.00	0.59	0.59	BIT	342	316	1.71	1.1	2009	Reconstruction	UL	20	\$177,013	1.634
1	32	S-	306		E	0.16	0.26	0.10	BIT	400	400	2.31	0.0		Rehabilitation	UL	28	\$34,989	1.924
1	32	S-	306		E	0.00	0.16	0.16	BIT	357	400	2.39	0.0		Rehabilitation	UL	26	\$51,983	1.956
1	32	S-	307		N	0.00	0.32	0.32	BIT	396	459	2.16	3.3		Reconstruction	UL	22	\$103,207	1.764
1	32	S-	309		N	0.00	0.10	0.10	BIT	400	188	2.07	7.2		Reconstruction	UL	32	\$48,003	1.628
1	32	S-	311		N	0.00	1.23	1.23	BIT	324	1650	2.15	11.2	2009	Reconstruction	UL	18	\$332,124	1.410
1	32	S-	311		N	1.23	1.93	0.70	BIT	270	1650	2.13	14.1	2009	Reconstruction	UL	29	\$304,522	1.552
1	32	S-	312		E	1.30	1.66	0.36	BIT	272	3042	2.53	0.0		Rehabilitation	UL	30	\$136,756	1.862
1	32	S-	312		E	0.00	0.24	0.24	BIT	349	338	2.36	0.2		Rehabilitation	UL	22	\$65,979	1.944
1	32	S-	313		N	0.00	0.24	0.24	BIT	400	2600	2.12	10.0		Reconstruction	UL	30	\$108,008	1.248
1	32	S-	313		N	0.62	0.73	0.11	BIT	336	1250	1.89	0.2		Reconstruction	UL	20	\$33,002	1.756
1	32	S-	313		N	0.49	0.62	0.13	BIT	389	1250	1.90	0.1		Reconstruction	UL	34	\$66,305	1.760
1	32	S-	313		N	0.73	1.00	0.27	BIT	264	250	2.03	0.2		Reconstruction	UL	26	\$105,307	1.962
1	32	S-	314		E	0.00	0.24	0.24	BIT	331	1618	2.25	4.2		Rehabilitation	UL	30	\$89,971	1.650
1	32	S-	317		N	0.00	0.25	0.25	BIT	394	3400	1.76	4.0		Reconstruction	UL	32	\$120,009	1.304
1	32	S-	317		N	0.25	0.47	0.22	BIT	323	3400	1.85	2.2		Reconstruction	UL	26	\$85,806	1.440
1	32	S-	320		E	0.00	0.38	0.38	BIT	372	313	1.72	0.0		Reconstruction	UL	28	\$157,331	1.688
1	32	S-	324		E	0.00	0.12	0.12	BIT	333	1600	2.40	0.1		Rehabilitation	UL	18	\$26,991	1.810
1	32	S-	324		E	0.12	0.85	0.73	BIT	267	1740	2.35	0.1		Rehabilitation	UL	21	\$191,564	1.940
1	32	S-	325		N	0.00	0.52	0.52	BIT	341	375	1.90	0.0		Reconstruction	UL	20	\$153,671	1.760
1	32	S-	326		E	0.12	0.23	0.11	BIT	304	1150	2.45	0.1		Rehabilitation	UL	50	\$68,728	1.980
1	32	S-	326		E	0.00	0.12	0.12	BIT	382	1150	2.60	0.1		Rehabilitation	UL	26	\$38,988	2.040
1	32	S-	326		E	0.37	0.49	0.12	BIT	340	1150	2.69	0.0		Rehabilitation	UL	24	\$35,988	2.076
1	32	S-	327		N	0.00	0.20	0.20	BIT	388	375	2.11	0.1		Reconstruction	UL	20	\$60,004	1.844
1	32	S-	328		E	0.00	0.14	0.14	BIT	380	3500	1.68	0.0		Reconstruction	UL	20	\$42,003	1.372
1	32	S-	328		E	0.14	0.55	0.41	BIT	314	1300	2.23	0.0		Rehabilitation	UL	22	\$112,714	1.892
1	32	S-	330		E	0.00	0.10	0.10	BIT	383	750	2.50	1.0		Rehabilitation	RLo	20	\$24,992	1.950
1	32	S-	331		N	0.00	0.27	0.27	BIT	379	1875	2.30	1.4		Rehabilitation	UL	24	\$80,974	1.770
1	32	S-	331		N	0.27	0.58	0.31	BIT	340	1698	2.46	1.0		Rehabilitation	UL	26	\$100,718	1.834
1	32	S-	333		N	0.00	0.31	0.31	BIT	400	385	1.81	1.9		Reconstruction	UL	20	\$93,007	1.724
1	32	S-	334		E	0.00	0.20	0.20	BIT	373	563	2.15	2.9		Reconstruction	UL	32	\$96,007	1.860
1	32	S-	334		E	0.20	0.35	0.15	BIT	400	563	2.32	0.3		Rehabilitation	UL	29	\$54,358	1.928

Lexington County

6/19/2008

Dis	Cty	Rt Type	Rt Num	Aux	Dir	From	To	Length	Pave Type	IRI	ADT	2008		Treat Year	Treat Type	func	width	Estimated	
												Predicted PQI	% Total Patching					Cost	Score
1	32	S-	335		N	0.00	0.29	0.29	BIT	385	325	2.16	1.0		Reconstruction	UL	23	\$100,057	1.864
1	32	S-	336		E	0.00	0.18	0.18	BIT	296	188	2.34	1.4		Rehabilitation	UL	22	\$49,484	2.086
1	32	S-	337		N	0.53	0.69	0.16	BIT	400	1900	1.99	2.2		Reconstruction	UL	22	\$52,804	1.646
1	32	S-	337		N	0.00	0.30	0.30	BIT	385	1900	2.12	2.4		Reconstruction	UL	20	\$90,006	1.698
1	32	S-	338		E	0.00	0.11	0.11	BIT	397	1125	2.37	0.0		Rehabilitation	UL	20	\$27,491	1.948
1	32	S-	343		N	0.00	0.22	0.22	BIT	400	138	1.81	3.1		Reconstruction	UL	18	\$59,404	1.624
1	32	S-	344		E	0.20	0.58	0.38	BIT	390	451	2.22	1.2		Rehabilitation	UL	28	\$132,957	1.888
1	32	S-	344		E	0.00	0.09	0.09	BIT	400	138	2.37	0.4		Rehabilitation	UL	19	\$21,031	1.948
1	32	S-	346		E	0.00	0.42	0.42	BIT	400	375	2.02	9.1		Reconstruction	UL	22	\$138,610	1.608
1	32	S-	347		N	0.07	0.58	0.51	BIT	327	138	2.63	0.1		Rehabilitation	UL	20	\$127,459	2.052
1	32	S-	348		E	0.00	0.23	0.23	BIT	339	248	2.70	0.0		Rehabilitation	UL	24	\$68,978	2.080
1	32	S-	350		E	0.00	0.26	0.26	BIT	400	165	1.75	0.6		Reconstruction	UL	25	\$95,947	1.650
1	32	S-	352		E	0.00	0.43	0.43	BIT	400	1225	2.04	6.8		Reconstruction	UL	28	\$180,613	1.716
1	32	S-	352		E	0.43	0.95	0.52	BIT	362	742	2.21	0.2		Rehabilitation	UL	26	\$168,946	1.884
1	32	S-	354		E	0.00	0.46	0.46	BIT	313	1500	2.71	0.7		Rehabilitation	UL	26	\$149,452	2.084
1	32	S-	355		N	0.58	0.77	0.19	BIT	400	500	2.08	5.4		Reconstruction	UL	26	\$74,105	1.732
1	32	S-	355		N	0.30	0.58	0.28	BIT	362	1089	2.52	3.5		Rehabilitation	UL	29	\$102,867	1.908
1	32	S-	355		N	0.11	0.30	0.19	BIT	395	583	2.31	0.0		Rehabilitation	UL	24	\$56,982	1.924
1	32	S-	355		N	0.00	0.11	0.11	BIT	400	275	2.35	0.1		Rehabilitation	UL	22	\$30,240	1.940
1	32	S-	358		E	0.60	0.96	0.36	BIT	391	110	1.84	5.7		Reconstruction	UL	19	\$103,147	1.586
1	32	S-	358		E	0.96	1.16	0.20	BIT	400	110	1.85	6.6		Reconstruction	UL	26	\$78,006	1.590
1	32	S-	358		E	0.50	0.60	0.10	BIT	347	1469	2.25	0.0		Rehabilitation	UL	30	\$37,488	1.900
1	32	S-	359		N	0.00	0.13	0.13	BIT	400	938	2.02	0.1		Reconstruction	UL	18	\$35,102	1.808
1	32	S-	359		N	0.13	0.38	0.25	BIT	400	938	2.04	0.6		Reconstruction	UL	20	\$75,005	1.816
1	32	S-	359		N	0.38	0.51	0.13	BIT	400	938	2.15	0.6		Reconstruction	UL	24	\$46,803	1.860
1	32	S-	360		E	0.00	0.15	0.15	BIT	400	55	1.45	44.5		Reconstruction	UL	28	\$63,004	1.180
1	32	S-	360		E	0.15	0.41	0.26	BIT	400	55	1.56	40.0		Reconstruction	UL	22	\$87,366	1.224
1	32	S-	361		N	0.00	0.15	0.15	BIT	400	55	2.23	3.7		Rehabilitation	UL	20	\$37,488	1.792
1	32	S-	362		E	0.13	0.38	0.25	BIT	355	165	2.06	0.3		Reconstruction	UL	24	\$90,006	1.824
1	32	S-	362		E	0.00	0.08	0.08	BIT	371	113	2.67	0.4		Rehabilitation	UL	24	\$23,992	2.068
1	32	S-	364		E	0.56	0.76	0.20	BIT	390	126	2.68	0.0		Rehabilitation	RLo	18	\$44,986	2.022
1	32	S-	367		N	0.10	0.38	0.28	BIT	380	248	2.01	24.3		Reconstruction	UL	26	\$107,528	1.404
1	32	S-	367		N	0.00	0.10	0.10	BIT	400	1063	1.85	7.4		Reconstruction	UL	32	\$48,003	1.540
1	32	S-	368		E	0.00	0.33	0.33	BIT	400	275	2.49	0.1		Rehabilitation	UL	21	\$86,185	1.996
1	32	S-	369		N	0.25	0.52	0.27	BIT	309	2250	2.58	0.0		Rehabilitation	UL	20	\$67,478	1.882
1	32	S-	369		N	0.00	0.25	0.25	BIT	303	665	2.72	0.0		Rehabilitation	UL	27	\$85,598	2.088
1	32	S-	371		N	0.00	0.38	0.38	BIT	338	1201	2.47	1.0		Rehabilitation	UL	27	\$125,835	1.988
1	32	S-	373		N	0.00	0.19	0.19	BIT	400	188	2.17	0.4		Reconstruction	UL	18	\$51,304	1.868

Lexington County

6/19/2008

Dis	Cty	Rt Type	Rt Num	Aux	Dir	From	To	Length	Pave Type	IRI	ADT	2008		Treat Year	Treat Type	func	width	Estimated	
												Predicted PQI	% Total Patching					Cost	Score
1	32	S-	374		E	0.00	0.13	0.13	BIT	400	125	2.40	0.1		Rehabilitation	UL	18	\$29,241	1.960
1	32	S-	375		N	0.00	0.05	0.05	BIT	400	138	2.68	2.4		Rehabilitation	UL	20	\$12,496	2.072
1	32	S-	376		E	0.00	0.25	0.25	BIT	400	313	2.34	0.1		Rehabilitation	UL	23	\$72,164	1.936
1	32	S-	380		E	0.00	0.10	0.10	BIT	400	83	1.97	0.0		Reconstruction	UL	22	\$33,002	1.738
1	32	S-	381		N	0.00	0.12	0.12	BIT	397	213	2.37	0.3		Rehabilitation	UL	18	\$26,991	1.948
1	32	S-	381		N	0.12	0.36	0.24	BIT	385	213	2.51	1.4		Rehabilitation	UL	26	\$77,975	2.004
1	32	S-	382		E	0.00	0.18	0.18	BIT	338	156	2.57	0.0		Rehabilitation	RLo	20	\$44,986	1.978
1	32	S-	383		N	0.15	0.57	0.42	BIT	358	750	1.90	0.7		Reconstruction	UL	20	\$126,009	1.760
1	32	S-	383		N	0.57	1.17	0.60	BIT	313	750	2.32	0.2		Rehabilitation	UL	26	\$194,938	1.928
1	32	S-	383		N	0.00	0.15	0.15	BIT	388	750	2.45	0.0		Rehabilitation	UL	26	\$47,985	1.980
1	32	S-	383		N	1.17	1.95	0.78	BIT	256	1490	2.22	0.4		Rehabilitation	UL	22	\$214,431	2.038
1	32	S-	385		N	0.00	0.11	0.11	BIT	389	313	2.73	0.0		Rehabilitation	UL	32	\$43,986	2.092
1	32	S-	388		E	0.00	0.98	0.98	BIT	377	132	1.85	0.0		Reconstruction	RLo	18	\$264,619	1.690
1	32	S-	390		E	0.00	0.10	0.10	BIT	384	200	2.05	0.0		Reconstruction	UL	20	\$30,002	1.820
1	32	S-	392		E	0.00	0.79	0.79	BIT	334	1850	2.25	2.7		Rehabilitation	UL	21	\$209,283	1.750
1	32	S-	396		E	0.00	0.33	0.33	BIT	391	2000	2.02	1.8		Reconstruction	UL	26	\$128,709	1.658
1	32	S-	398		E	1.03	1.14	0.11	BIT	400	1875	1.82	0.8		Reconstruction	UL	47	\$77,556	1.578
1	32	S-	398		E	0.52	0.65	0.13	BIT	400	864	2.12	7.3		Reconstruction	UL	40	\$78,006	1.648
1	32	S-	398		E	0.65	1.03	0.38	BIT	360	1500	1.92	4.5		Reconstruction	UL	32	\$182,413	1.668
1	32	S-	398		E	1.14	1.58	0.44	BIT	347	1250	2.10	1.2		Reconstruction	UL	30	\$194,714	1.840
1	32	S-	398		E	0.00	0.52	0.52	BIT	297	413	2.49	3.6		Rehabilitation	UL	32	\$207,933	2.046
1	32	S-	399		N	0.00	0.42	0.42	BIT	346	978	2.37	1.5		Rehabilitation	UL	28	\$146,953	1.948
1	32	S-	400		E	0.80	0.90	0.10	BIT	334	2250	1.72	0.0		Reconstruction	UL	36	\$54,004	1.538
1	32	S-	400		E	0.25	0.80	0.55	BIT	306	2250	2.35	2.7		Rehabilitation	UL	36	\$247,421	1.790
1	32	S-	401		N	0.18	0.46	0.28	BIT	400	813	1.30	1.2		Reconstruction	UL	26	\$107,108	1.520
1	32	S-	401		N	0.00	0.18	0.18	BIT	400	113	2.06	0.0		Reconstruction	UL	31	\$82,896	1.824
1	32	S-	402		E	0.00	0.44	0.44	BIT	379	1217	2.38	0.2		Rehabilitation	UL	24	\$131,958	1.952
1	32	S-	403		N	0.00	0.02	0.02	BIT	400	1063	2.56	0.0		Rehabilitation	UL	22	\$5,498	2.024
1	32	S-	404		E	0.00	0.62	0.62	BIT	347	813	2.27	2.5		Rehabilitation	UL	26	\$198,337	1.908
1	32	S-	405		N	0.00	0.27	0.27	BIT	362	654	2.27	4.0		Rehabilitation	UL	36	\$121,461	1.808
1	32	S-	406		E	0.60	0.83	0.23	BIT	398	750	2.32	1.3		Rehabilitation	UL	26	\$74,726	1.928
1	32	S-	409		N	0.00	1.62	1.62	BIT	308	228	1.98	0.0		Reconstruction	RLo	20	\$486,035	1.742
1	32	S-	412		E	0.00	0.25	0.25	BIT	377	2250	2.07	1.9		Reconstruction	UL	26	\$97,507	1.678
1	32	S-	412		E	0.25	0.37	0.12	BIT	348	375	2.21	0.0		Rehabilitation	UL	30	\$44,986	1.884
1	32	S-	413		N	0.96	1.95	0.99	BIT	375	126	2.00	1.3		Reconstruction	RLo	18	\$267,319	1.750
1	32	S-	413		N	0.00	0.96	0.96	BIT	339	126	2.43	0.1		Rehabilitation	RLo	20	\$239,923	1.922
1	32	S-	415		N	2.66	3.07	0.41	BIT	280	3080	2.59	0.4		Rehabilitation	UL	24	\$122,961	1.886
1	32	S-	416		E	0.00	0.22	0.22	BIT	339	138	2.24	0.0		Rehabilitation	UL	20	\$54,982	1.896

Lexington County

6/19/2008

Dis	Cty	Rt Type	Rt Num	Aux	Dir	From	To	Length	Pave Type	IRI	ADT	2008		Treat Year	Treat Type	func	width	Estimated	
												Predicted PQI	% Total Patching					Cost	Score
1	32	S-	417		N	0.87	0.97	0.10	BIT	388	126	2.12	0.6		Reconstruction	RLo	20	\$30,002	1.798
1	32	S-	418		E	0.00	0.44	0.44	BIT	329	990	1.86	1.1		Reconstruction	UL	26	\$171,612	1.744
1	32	S-	419		N	0.00	0.31	0.31	BIT	372	138	2.36	0.3		Rehabilitation	UL	26	\$100,718	1.944
1	32	S-	421		N	0.00	0.49	0.49	BIT	400	258	2.29	1.6		Rehabilitation	UL	24	\$146,953	1.916
1	32	S-	423		N	0.00	0.22	0.22	BIT	379	113	2.35	7.7		Rehabilitation	UL	20	\$54,982	1.740
1	32	S-	424		E	0.15	0.29	0.14	BIT	345	138	2.53	4.4		Rehabilitation	UL	20	\$34,989	1.912
1	32	S-	427		N	0.00	0.29	0.29	BIT	391	125	1.96	0.0		Reconstruction	UL	24	\$104,407	1.784
1	32	S-	430		E	0.00	0.14	0.14	BIT	400	1232	2.26	4.6		Rehabilitation	UL	24	\$41,987	1.804
1	32	S-	431		N	0.20	0.62	0.42	BIT	361	495	2.47	0.0		Rehabilitation	RLo	20	\$104,966	1.938
1	32	S-	431		N	0.00	0.20	0.20	BIT	301	495	2.57	0.0		Rehabilitation	RLo	24	\$59,981	1.978
1	32	S-	432		E	0.00	0.12	0.12	BIT	400	125	2.41	0.0		Rehabilitation	UL	24	\$35,988	1.964
1	32	S-	433		N	0.00	0.55	0.55	BIT	363	138	2.64	0.8		Rehabilitation	UL	24	\$164,947	2.056
1	32	S-	433		N	0.55	0.65	0.10	BIT	400	313	2.70	0.8		Rehabilitation	UL	28	\$34,989	2.080
1	32	S-	434		E	0.00	0.13	0.13	BIT	400	138	2.26	1.2		Rehabilitation	UL	24	\$38,988	1.904
1	32	S-	435		N	0.08	0.88	0.80	BIT	400	1500	2.04	5.0		Reconstruction	UL	24	\$288,020	1.716
1	32	S-	436		E	0.89	2.10	1.21	BIT	304	358	1.91	6.0		Reconstruction	RLo	20	\$363,026	1.614
1	32	S-	436		E	0.00	0.89	0.89	BIT	385	358	2.11	0.3		Reconstruction	RLo	18	\$240,317	1.794
1	32	S-	436		E	2.10	3.73	1.63	BIT	308	358	2.58	0.0		Rehabilitation	RLo	20	\$407,370	1.982
1	32	S-	437		N	0.00	0.20	0.20	BIT	388	225	2.50	2.0		Rehabilitation	UL	20	\$49,984	2.000
1	32	S-	438		E	0.00	0.04	0.04	BIT	400	125	2.12	5.7		Reconstruction	UL	26	\$15,601	1.748
1	32	S-	439		N	0.00	0.12	0.12	BIT	400	55	1.95	0.0		Reconstruction	UL	26	\$46,803	1.780
1	32	S-	441		N	1.88	2.07	0.19	BIT	342	2750	2.68	0.0		Rehabilitation	RLo	20	\$47,485	1.722
1	32	S-	442		E	0.00	0.74	0.74	BIT	375	636	2.33	0.1		Rehabilitation	RLo	18	\$166,447	1.882
1	32	S-	442		E	0.85	1.28	0.43	BIT	272	120	2.45	0.1		Rehabilitation	RLo	18	\$96,719	2.080
1	32	S-	442		E	0.74	0.85	0.11	BIT	298	120	2.49	0.1		Rehabilitation	RLo	26	\$35,739	2.096
1	32	S-	443		N	0.63	1.14	0.51	BIT	370	325	2.48	0.0		Rehabilitation	RLo	20	\$127,459	1.942
1	32	S-	444		E	1.81	2.07	0.26	BIT	365	204	2.54	0.0		Rehabilitation	RLo	18	\$59,131	1.966
1	32	S-	445		N	2.20	2.52	0.32	BIT	309	204	2.56	0.1		Rehabilitation	RLo	18	\$71,977	1.974
1	32	S-	446		E	0.00	0.26	0.26	BIT	399	138	2.19	0.6		Reconstruction	UL	20	\$78,006	1.876
1	32	S-	449		N	0.00	0.10	0.10	BIT	400	438	1.85	4.4		Reconstruction	UL	20	\$30,002	1.640
1	32	S-	450		E	0.00	0.14	0.14	BIT	400	275	2.42	1.3		Rehabilitation	RLo	24	\$41,987	1.918
1	32	S-	451		N	0.00	0.20	0.20	BIT	400	55	2.22	0.0		Rehabilitation	RLo	28	\$70,228	1.838
1	32	S-	455		N	0.00	0.13	0.13	BIT	400	138	2.53	0.0		Rehabilitation	UL	22	\$36,226	2.012
1	32	S-	457		N	0.00	0.26	0.26	BIT	400	138	2.17	5.7		Reconstruction	UL	24	\$93,217	1.768
1	32	S-	460		E	0.00	0.43	0.43	BIT	390	165	2.12	2.4		Reconstruction	UL	26	\$167,712	1.848
1	32	S-	462		E	0.14	0.38	0.24	BIT	400	55	1.63	4.5		Reconstruction	UL	26	\$93,607	1.552
1	32	S-	462		E	0.00	0.14	0.14	BIT	400	55	1.99	1.7		Reconstruction	UL	24	\$50,404	1.796
1	32	S-	465		N	0.00	0.21	0.21	BIT	304	138	2.72	0.0		Rehabilitation	UL	18	\$47,235	2.088

Lexington County

6/19/2008

Dis	Cty	Rt Type	Rt Num	Aux	Dir	From	To	Length	Pave Type	IRI	ADT	2008		Treat Year	Treat Type	func	width	Estimated	
												Predicted PQL	% Total Patching					Cost	Score
1	32	S-	466		E	0.00	0.07	0.07	BIT	400	55	2.48	1.3		Rehabilitation	UL	18	\$15,745	1.992
1	32	S-	467		N	0.00	0.11	0.11	BIT	359	55	2.49	2.8		Rehabilitation	UL	20	\$27,491	1.996
1	32	S-	468		E	0.00	0.16	0.16	BIT	400	83	2.33	25.9		Rehabilitation	UL	18	\$35,988	1.532
1	32	S-	469		N	0.36	0.95	0.59	BIT	381	550	1.88	14.5		Reconstruction	UL	32	\$279,680	1.452
1	32	S-	470		E	0.00	0.15	0.15	BIT	400	440	2.09	0.0		Reconstruction	UL	26	\$58,504	1.836
1	32	S-	474		E	0.00	0.10	0.10	BIT	307	55	2.66	0.0		Rehabilitation	UL	20	\$24,992	2.064
1	32	S-	476		E	0.00	0.23	0.23	BIT	388	146	2.54	2.2		Rehabilitation	UL	25	\$70,990	2.016
1	32	S-	479		N	0.00	0.09	0.09	BIT	400	225	2.17	0.0		Reconstruction	UL	24	\$32,402	1.868
1	32	S-	480		E	0.00	0.22	0.22	BIT	324	275	2.62	2.8		Rehabilitation	UL	24	\$65,979	2.048
1	32	S-	482		E	0.00	0.20	0.20	BIT	388	248	2.09	8.4		Reconstruction	UL	22	\$66,005	1.636
1	32	S-	482		E	0.20	0.43	0.23	BIT	391	248	1.94	2.8		Reconstruction	UL	20	\$69,005	1.776
1	32	S-	484		E	0.00	0.38	0.38	BIT	388	830	2.50	0.3		Rehabilitation	UL	24	\$113,964	2.000
1	32	S-	485		N	1.91	3.59	1.68	BIT	305	600	2.19	0.1		Reconstruction	UL	20	\$504,036	1.876
1	32	S-	487		N	0.00	0.94	0.94	BIT	338	825	2.40	0.0		Rehabilitation	RLo	18	\$211,432	1.910
1	32	S-	487		N	0.94	1.27	0.33	BIT	375	825	2.30	0.0		Rehabilitation	UL	18	\$74,226	1.920
1	32	S-	488		E	0.00	0.48	0.48	BIT	301	438	2.50	0.6		Rehabilitation	UL	26	\$155,950	2.000
1	32	S-	489		N	0.28	0.68	0.40	BIT	368	250	2.05	2.0		Reconstruction	UL	29	\$174,612	1.820
1	32	S-	489		N	0.17	0.28	0.11	BIT	324	250	2.17	0.6		Reconstruction	UL	24	\$39,603	1.868
1	32	S-	490		E	0.27	0.54	0.27	BIT	378	188	2.31	1.1		Rehabilitation	UL	30	\$101,218	1.924
1	32	S-	490		E	0.10	0.27	0.17	BIT	400	138	2.43	0.5		Rehabilitation	UL	22	\$46,735	1.972
1	32	S-	491		N	0.00	0.16	0.16	BIT	375	138	2.75	0.0		Rehabilitation	UL	26	\$51,983	2.100
1	32	S-	493		N	0.00	0.59	0.59	BIT	383	138	2.28	0.6		Rehabilitation	UL	26	\$191,689	1.912
1	32	S-	494		E	0.00	0.40	0.40	BIT	373	113	2.13	5.9		Reconstruction	UL	26	\$156,011	1.752
1	32	S-	495		N	0.19	0.63	0.44	BIT	355	888	2.40	0.9		Rehabilitation	UL	26	\$142,954	1.960
1	32	S-	495		N	0.00	0.19	0.19	BIT	362	888	2.42	0.1		Rehabilitation	UL	23	\$54,133	1.968
1	32	S-	498		E	0.00	0.10	0.10	BIT	317	90	2.64	0.0		Rehabilitation	UL	26	\$32,490	2.056
1	32	S-	504		E	0.00	0.13	0.13	BIT	400	250	2.65	1.0		Rehabilitation	UL	26	\$42,236	2.060
1	32	S-	507		N	0.00	0.23	0.23	BIT	400	188	2.12	8.9		Reconstruction	UL	24	\$82,806	1.648
1	32	S-	507		N	0.23	0.51	0.28	BIT	353	1045	2.35	4.7		Rehabilitation	UL	25	\$86,072	1.840
1	32	S-	508		E	0.00	0.31	0.31	BIT	324	138	2.49	2.2		Rehabilitation	UL	26	\$100,718	1.996
1	32	S-	509		N	0.00	0.20	0.20	BIT	343	538	2.52	6.5		Rehabilitation	UL	24	\$59,981	1.908
1	32	S-	513		N	0.00	0.60	0.60	BIT	353	1200	2.14	2.6		Reconstruction	UL	26	\$234,017	1.806
1	32	S-	517		N	0.00	0.30	0.30	BIT	400	188	2.26	0.0		Rehabilitation	UL	26	\$97,469	1.904
1	32	S-	518		E	0.44	0.75	0.31	BIT	400	138	2.17	1.8		Reconstruction	UL	26	\$120,909	1.868
1	32	S-	518		E	0.28	0.44	0.16	BIT	400	138	2.23	0.0		Rehabilitation	UL	24	\$47,985	1.892
1	32	S-	519		N	0.00	0.57	0.57	BIT	400	313	2.07	0.2		Reconstruction	UL	24	\$205,215	1.828
1	32	S-	519		N	0.57	0.75	0.18	BIT	358	313	2.36	0.0		Rehabilitation	UL	26	\$58,481	1.944
1	32	S-	520		E	0.16	0.66	0.50	BIT	400	138	2.29	0.4		Rehabilitation	UL	26	\$162,448	1.916

Lexington County

6/19/2008

Dis	Cty	Rt Type	Rt Num	Aux	Dir	From	To	Length	Pave Type	IRI	ADT	2008		Treat Year	Treat Type	func	width	Estimated	
												Predicted PQI	% Total Patching					Cost	Score
1	32	S-	521		N	0.00	0.25	0.25	BIT	400	138	2.56	0.0		Rehabilitation	UL	20	\$62,480	2.024
1	32	S-	522		E	0.00	0.69	0.69	BIT	305	1989	2.70	0.3		Rehabilitation	UL	24	\$206,934	1.930
1	32	S-	523		N	0.00	0.65	0.65	BIT	391	145	1.97	4.2		Reconstruction	UL	26	\$253,518	1.688
1	32	S-	524		E	0.16	0.44	0.28	BIT	400	138	2.22	0.4		Rehabilitation	UL	20	\$69,978	1.888
1	32	S-	524		E	0.00	0.16	0.16	BIT	400	138	2.33	0.1		Rehabilitation	UL	26	\$51,983	1.932
1	32	S-	527		N	0.00	0.10	0.10	BIT	400	157	2.68	0.1		Rehabilitation	UL	16	\$19,994	2.072
1	32	S-	531		N	0.00	0.48	0.48	BIT	361	715	2.35	0.8		Rehabilitation	UL	26	\$155,950	1.940
1	32	S-	532		E	0.00	0.21	0.21	BIT	396	83	2.21	0.0		Rehabilitation	UL	26	\$68,228	1.884
1	32	S-	532		E	0.21	0.74	0.53	BIT	352	83	2.47	5.0		Rehabilitation	UL	24	\$158,949	1.888
1	32	S-	533		N	0.00	0.41	0.41	BIT	377	153	2.12	9.3		Reconstruction	UL	26	\$159,911	1.648
1	32	S-	536		E	0.00	0.26	0.26	BIT	370	138	2.50	1.6		Rehabilitation	UL	26	\$84,473	2.000
1	32	S-	538		E	0.00	0.24	0.24	BIT	398	138	2.33	1.2		Rehabilitation	UL	26	\$77,675	1.932
1	32	S-	540		E	0.00	0.22	0.22	BIT	400	138	2.55	0.1		Rehabilitation	UL	26	\$71,477	2.020
1	32	S-	541		N	0.00	0.31	0.31	BIT	395	161	2.04	1.7		Reconstruction	UL	27	\$125,094	1.816
1	32	S-	544		E	0.00	0.28	0.28	BIT	390	435	1.96	5.1		Reconstruction	UL	26	\$109,208	1.684
1	32	S-	545		N	0.00	0.10	0.10	BIT	400	138	1.95	0.0		Reconstruction	UL	26	\$39,003	1.780
1	32	S-	546		E	0.00	0.24	0.24	BIT	377	150	2.01	0.1		Reconstruction	UL	26	\$93,607	1.804
1	32	S-	550		E	0.00	0.14	0.14	BIT	400	138	2.47	0.1		Rehabilitation	UL	27	\$47,060	1.988
1	32	S-	551		N	0.00	0.49	0.49	BIT	361	138	2.75	0.2		Rehabilitation	UL	26	\$159,199	2.100
1	32	S-	552		E	0.00	0.07	0.07	BIT	400	175	2.70	1.0		Rehabilitation	UL	26	\$22,743	2.080
1	32	S-	555		N	0.54	0.86	0.32	BIT	354	138	2.64	1.3		Rehabilitation	UL	22	\$87,972	2.056
1	32	S-	556		E	0.00	0.39	0.39	BIT	353	138	2.59	6.3		Rehabilitation	UL	24	\$116,963	1.936
1	32	S-	557		N	0.00	0.27	0.27	BIT	385	368	2.29	1.3		Rehabilitation	UL	22	\$74,226	1.916
1	32	S-	559		N	0.17	0.40	0.23	BIT	392	138	2.36	1.0		Rehabilitation	UL	23	\$66,966	1.944
1	32	S-	559		N	0.00	0.17	0.17	BIT	313	138	2.57	0.0		Rehabilitation	UL	26	\$55,232	2.028
1	32	S-	560		E	0.00	0.17	0.17	BIT	382	625	2.66	0.0		Rehabilitation	UL	26	\$54,383	2.064
1	32	S-	562		E	0.00	0.36	0.36	BIT	327	1875	2.73	0.1		Rehabilitation	UL	26	\$116,963	1.942
1	32	S-	563		N	0.00	0.25	0.25	BIT	398	250	2.50	0.7		Rehabilitation	UL	26	\$81,224	2.000
1	32	S-	563		N	0.25	0.48	0.23	BIT	400	250	2.53	0.1		Rehabilitation	UL	22	\$63,230	2.012
1	32	S-	564		E	0.00	0.63	0.63	BIT	319	125	2.69	1.2		Rehabilitation	UL	26	\$204,684	2.076
1	32	S-	565		N	0.16	0.29	0.13	BIT	382	138	2.34	2.1		Rehabilitation	UL	20	\$32,490	1.936
1	32	S-	567		N	0.00	0.26	0.26	BIT	399	138	2.61	1.5		Rehabilitation	UL	26	\$84,473	2.044
1	32	S-	570		E	0.00	0.15	0.15	BIT	367	55	2.61	0.1		Rehabilitation	UL	20	\$37,488	2.044
1	32	S-	572		E	0.29	0.39	0.10	BIT	392	175	2.31	0.0		Rehabilitation	UL	28	\$35,489	1.924
1	32	S-	575		N	0.00	0.11	0.11	BIT	375	55	2.39	0.5		Rehabilitation	UL	26	\$35,739	1.956
1	32	S-	577		N	0.00	0.13	0.13	BIT	371	330	2.48	4.3		Rehabilitation	UL	26	\$42,236	1.892
1	32	S-	579		N	0.00	0.07	0.07	BIT	400	1188	2.40	0.0		Rehabilitation	RLo	26	\$22,743	1.910
1	32	S-	580		E	0.14	0.41	0.27	BIT	399	303	1.26	5.5		Reconstruction	RLo	30	\$121,509	1.354

Lexington County

6/19/2008

Dis	Cty	Rt Type	Rt Num	Aux	Dir	From	To	Length	Pave Type	IRI	ADT	2008		Treat Year	Treat Type	func	width	Estimated	
												Predicted PQL	% Total Patching					Cost	Score
1	32	S-	580		E	0.00	0.14	0.14	BIT	400	303	1.81	3.6		Reconstruction	RLo	24	\$50,404	1.574
1	32	S-	580		E	0.41	0.55	0.14	BIT	394	303	2.09	2.0		Reconstruction	RLo	24	\$50,404	1.786
1	32	S-	582		E	0.00	0.14	0.14	BIT	400	108	1.87	4.1		Reconstruction	RLo	23	\$48,303	1.598
1	32	S-	582		E	0.14	0.28	0.14	BIT	400	83	2.10	3.8		Reconstruction	RLo	24	\$50,404	1.690
1	32	S-	588		E	0.00	0.21	0.21	BIT	400	120	1.71	0.8		Reconstruction	RLo	24	\$75,605	1.634
1	32	S-	589		N	0.00	0.08	0.08	BIT	400	303	1.87	1.6		Reconstruction	RLo	38	\$45,003	1.698
1	32	S-	592		E	0.00	0.26	0.26	BIT	398	138	2.44	0.0		Rehabilitation	UL	22	\$71,477	1.976
1	32	S-	593		N	0.00	0.20	0.20	BIT	400	138	2.53	1.0		Rehabilitation	UL	26	\$64,979	2.012
1	32	S-	598		E	0.00	0.96	0.96	BIT	343	132	2.62	0.2		Rehabilitation	RLo	20	\$239,923	1.998
1	32	S-	604		E	0.00	1.06	1.06	BIT	280	384	2.55	0.2		Rehabilitation	RLo	20	\$264,915	2.070
1	32	S-	607		N	0.00	0.30	0.30	BIT	382	55	2.43	0.0		Rehabilitation	UL	24	\$89,971	1.972
1	32	S-	611		N	0.25	0.47	0.22	BIT	400	136	2.44	0.3		Rehabilitation	UL	35	\$94,845	1.976
1	32	S-	611		N	0.00	0.25	0.25	BIT	383	138	2.54	0.0		Rehabilitation	UL	24	\$74,976	2.016
1	32	S-	618		E	0.00	0.21	0.21	BIT	344	218	2.75	0.0		Rehabilitation	UL	28	\$73,476	2.100
1	32	S-	619		N	0.00	0.31	0.31	BIT	347	230	2.44	1.9		Rehabilitation	UL	26	\$100,718	1.976
1	32	S-	626		E	2.04	2.51	0.47	BIT	333	3750	2.27	0.1		Rehabilitation	UL	30	\$176,194	1.608
1	32	S-	627		N	5.15	6.38	1.23	BIT	208	126	1.98	0.0		Reconstruction	RLo	30	\$553,539	2.042
1	32	S-	631		N	0.18	0.38	0.20	BIT	356	125	2.69	1.2		Rehabilitation	UL	26	\$63,980	2.076
1	32	S-	637		N	0.00	0.25	0.25	BIT	351	131	2.25	3.0		Rehabilitation	UL	26	\$81,224	1.800
1	32	S-	638		E	0.27	0.55	0.28	BIT	400	2300	1.97	0.0		Reconstruction	UL	26	\$109,208	1.638
1	32	S-	638		E	0.00	0.27	0.27	BIT	330	2400	2.37	0.1		Rehabilitation	UL	20	\$67,478	1.798
1	32	S-	638		E	0.55	0.95	0.40	BIT	263	2300	2.64	0.1		Rehabilitation	UL	20	\$99,968	2.056
1	32	S-	639		N	0.00	0.14	0.14	BIT	400	131	2.69	2.1		Rehabilitation	UL	26	\$45,485	2.076
1	32	S-	641		N	0.00	0.08	0.08	BIT	400	131	2.70	0.0		Rehabilitation	UL	20	\$19,994	2.080
1	32	S-	642		E	0.00	0.96	0.96	BIT	388	135	2.14	2.5		Reconstruction	UL	26	\$374,427	1.856
1	32	S-	643		N	0.00	0.35	0.35	BIT	365	134	2.50	0.6		Rehabilitation	UL	26	\$113,714	2.000
1	32	S-	648		E	0.03	0.20	0.17	BIT	309	605	1.77	0.2		Reconstruction	UL	24	\$61,204	1.708
1	32	S-	648		E	0.20	0.49	0.29	BIT	253	605	2.01	1.5		Reconstruction	UL	27	\$116,588	1.954
1	32	S-	651		N	0.00	0.33	0.33	BIT	370	138	1.66	0.2		Reconstruction	UL	24	\$118,808	1.664
1	32	S-	654		E	0.00	0.16	0.16	BIT	395	138	2.31	2.0		Rehabilitation	UL	30	\$59,981	1.924
1	32	S-	656		E	0.00	0.17	0.17	BIT	306	120	2.55	1.0		Rehabilitation	UL	24	\$50,984	2.020
1	32	S-	657		N	0.00	0.22	0.22	BIT	400	138	2.44	2.9		Rehabilitation	UL	24	\$65,979	1.976
1	32	S-	661		N	0.00	0.13	0.13	BIT	400	55	2.19	0.1		Reconstruction	UL	18	\$35,102	1.876
1	32	S-	664		E	0.00	0.10	0.10	BIT	309	1485	2.37	0.0		Rehabilitation	RLo	30	\$37,488	1.898
1	32	S-	664		E	0.10	2.66	2.56	BIT	267	1485	2.47	0.3		Rehabilitation	RLo	20	\$639,795	2.088
1	32	S-	669		N	0.00	0.57	0.57	BIT	376	138	2.00	1.6		Reconstruction	UL	26	\$222,316	1.800
1	32	S-	670		E	0.00	0.15	0.15	BIT	400	138	2.24	3.2		Rehabilitation	UL	26	\$48,734	1.796
1	32	S-	672		E	0.00	0.34	0.34	BIT	400	390	2.06	0.0		Reconstruction	RLo	22	\$112,208	1.774

Lexington County

6/19/2008

Dis	Cty	Rt Type	Rt Num	Aux	Dir	From	To	Pave Length	Pave Type	IRI	ADT	2008		Treat Year	Treat Type	func	width	Estimated	
												Predicted PQI	% Total Patching					Cost	Score
1	32	S-	677		N	0.00	0.07	0.07	BIT	396	55	2.20	0.0		Reconstruction	UL	20	\$21,001	1.880
1	32	S-	677	SPR	N	0.00	0.08	0.08	BIT	303	130	2.35	0.0		Rehabilitation	UL	20	\$19,994	1.940
1	32	S-	681		N	0.00	0.32	0.32	BIT	339	165	2.74	0.0		Rehabilitation	UL	20	\$79,974	2.096
1	32	S-	682		E	0.00	0.10	0.10	BIT	400	138	2.10	9.8		Reconstruction	UL	22	\$33,002	1.640
1	32	S-	682		E	0.10	0.26	0.16	BIT	338	138	2.76	0.0		Rehabilitation	UL	26	\$51,983	2.104
1	32	S-	683		N	0.00	0.16	0.16	BIT	400	1120	2.25	2.5		Rehabilitation	UL	28	\$54,982	1.900
1	32	S-	684		E	0.00	0.04	0.04	BIT	400	138	2.55	0.0		Rehabilitation	UL	24	\$11,996	2.020
1	32	S-	685		N	1.71	2.56	0.85	BIT	250	1550	2.75	0.0		Rehabilitation	UL	22	\$233,675	2.100
1	32	S-	689		N	0.00	1.04	1.04	BIT	332	390	2.58	0.0		Rehabilitation	RLo	20	\$259,917	1.982
1	32	S-	690		E	1.42	1.63	0.21	BIT	356	935	2.70	0.0		Rehabilitation	UL	24	\$62,980	2.080
1	32	S-	692		E	0.00	0.20	0.20	BIT	341	138	2.48	0.1		Rehabilitation	UL	26	\$64,979	1.992
1	32	S-	693		N	0.00	0.13	0.13	BIT	400	138	2.24	1.5		Rehabilitation	UL	26	\$42,236	1.896
1	32	S-	693		N	0.13	0.26	0.13	BIT	400	138	2.35	1.9		Rehabilitation	UL	27	\$43,699	1.940
1	32	S-	696		E	0.00	0.11	0.11	BIT	400	138	2.49	2.9		Rehabilitation	UL	26	\$35,739	1.996
1	32	S-	697		N	0.00	0.09	0.09	BIT	400	338	2.44	0.0		Rehabilitation	UL	23	\$26,204	1.976
1	32	S-	699		N	0.00	0.16	0.16	BIT	400	138	2.44	0.0		Rehabilitation	UL	28	\$55,982	1.976
1	32	S-	700		E	0.00	1.67	1.67	BIT	308	600	2.24	4.6		Rehabilitation	RLo	22	\$461,190	1.746
1	32	S-	706		E	0.00	0.15	0.15	BIT	376	83	2.70	0.0		Rehabilitation	UL	26	\$48,734	2.080
1	32	S-	710		E	0.00	0.16	0.16	BIT	400	138	2.04	0.4		Reconstruction	UL	24	\$57,604	1.816
1	32	S-	714	CON	E	0.00	0.18	0.18	BIT	341	126	1.76	2.5		Reconstruction	RLo	18	\$48,603	1.654
1	32	S-	714		E	0.00	1.41	1.41	BIT	324	126	2.53	0.0		Rehabilitation	RLo	18	\$317,148	1.962
1	32	S-	715		N	1.90	2.30	0.40	BIT	375	270	1.97	50.5		Reconstruction	RLo	20	\$120,009	1.288
1	32	S-	715		N	1.34	1.90	0.56	BIT	390	270	2.21	21.3		Rehabilitation	RLo	20	\$139,955	1.384
1	32	S-	716		E	0.00	1.44	1.44	BIT	381	495	2.59	0.0		Rehabilitation	RLo	20	\$359,885	1.986
1	32	S-	722		E	0.00	0.27	0.27	BIT	400	131	2.44	0.8		Rehabilitation	UL	28	\$94,470	1.976
1	32	S-	722		E	0.27	0.38	0.11	BIT	333	131	2.60	0.0		Rehabilitation	UL	20	\$27,491	2.040
1	32	S-	724		E	0.00	0.26	0.26	BIT	348	110	2.60	1.1		Rehabilitation	UL	26	\$84,473	2.040
1	32	S-	726		E	0.00	0.33	0.33	BIT	365	138	2.38	2.9		Rehabilitation	UL	26	\$105,154	1.952
1	32	S-	727		N	1.59	1.97	0.38	BIT	400	1025	1.99	0.7		Reconstruction	UL	22	\$125,409	1.796
1	32	S-	727		N	1.35	1.59	0.24	BIT	392	1625	2.50	0.1		Rehabilitation	UL	28	\$83,973	1.850
1	32	S-	728		E	0.04	0.64	0.60	BIT	352	766	2.55	0.4		Rehabilitation	UL	26	\$194,938	2.020
1	32	S-	729		N	0.00	0.21	0.21	BIT	400	138	2.63	3.5		Rehabilitation	UL	26	\$68,228	1.952
1	32	S-	733		N	0.00	0.53	0.53	BIT	315	138	2.72	7.3		Rehabilitation	UL	26	\$172,195	1.888
1	32	S-	735		N	0.00	0.13	0.13	BIT	400	165	2.07	3.2		Reconstruction	UL	25	\$47,973	1.728
1	32	S-	735		N	0.13	0.44	0.31	BIT	400	165	2.00	0.8		Reconstruction	UL	16	\$74,405	1.800
1	32	S-	736		E	0.00	0.13	0.13	BIT	387	138	1.55	0.0		Reconstruction	UL	18	\$35,102	1.620
1	32	S-	736		E	0.13	0.29	0.16	BIT	380	138	1.73	0.0		Reconstruction	UL	20	\$48,003	1.692
1	32	S-	736		E	0.29	0.44	0.15	BIT	400	138	2.12	0.0		Reconstruction	UL	18	\$40,503	1.848

Lexington County

6/19/2008

Dis	Cty	Rt Type	Rt Num	Aux	Dir	From	To	Length	Pave Type	IRI	ADT	2008		Treat Year	Treat Type	func	width	Estimated	
												Predicted PQI	% Total Patching					Cost	Score
1	32	S-	738		E	0.00	0.95	0.95	BIT	295	4510	1.97	0.4	2009	Reconstruction	UL	20	\$285,020	1.638
1	32	S-	739		N	0.00	0.23	0.23	BIT	391	138	2.12	0.0		Reconstruction	UL	18	\$62,104	1.848
1	32	S-	740		E	0.00	0.16	0.16	BIT	400	819	1.80	35.5		Reconstruction	UL	24	\$57,124	1.320
1	32	S-	741		N	0.00	0.48	0.48	BIT	371	113	2.21	4.4		Rehabilitation	UL	26	\$155,950	1.784
1	32	S-	742		E	0.00	0.19	0.19	BIT	400	257	2.07	2.2		Reconstruction	UL	18	\$51,304	1.828
1	32	S-	743		N	0.00	0.76	0.76	BIT	393	605	2.12	0.2		Reconstruction	RLo	20	\$228,016	1.798
1	32	S-	744		E	0.00	0.21	0.21	BIT	374	1875	2.41	0.6		Rehabilitation	UL	22	\$57,732	1.814
1	32	S-	745		N	0.05	0.66	0.61	BIT	351	475	2.56	1.5		Rehabilitation	UL	26	\$198,187	2.024
1	32	S-	748		E	0.00	0.39	0.39	BIT	275	1925	2.54	4.1		Rehabilitation	UL	22	\$107,216	1.916
1	32	S-	751		N	0.00	0.13	0.13	BIT	400	126	2.35	0.0		Rehabilitation	RLo	20	\$32,490	1.890
1	32	S-	753		N	0.00	1.90	1.90	BIT	395	880	2.18	16.4		Reconstruction	RLo	20	\$570,041	1.522
1	32	S-	754		E	0.00	0.26	0.26	BIT	396	660	2.44	0.0		Rehabilitation	RLo	26	\$84,473	1.926
1	32	S-	754		E	0.26	1.64	1.38	BIT	358	660	2.63	0.0		Rehabilitation	RLo	20	\$346,614	2.002
1	32	S-	756		E	0.00	0.40	0.40	BIT	385	110	2.45	0.1		Rehabilitation	UL	22	\$109,965	1.980
1	32	S-	758		E	0.00	0.37	0.37	BIT	400	165	1.22	0.6		Reconstruction	UL	20	\$111,008	1.488
1	32	S-	759		N	0.61	1.21	0.60	BIT	370	110	1.62	2.2		Reconstruction	RLo	21	\$189,013	1.598
1	32	S-	759		N	0.00	0.61	0.61	BIT	348	110	1.96	1.8		Reconstruction	RLo	20	\$183,013	1.734
1	32	S-	760		E	0.00	0.81	0.81	BIT	395	413	2.35	1.6		Rehabilitation	RLo	20	\$202,435	1.890
1	32	S-	762		E	0.00	0.17	0.17	BIT	400	388	2.33	33.2		Rehabilitation	UL	28	\$59,481	1.532
1	32	S-	764		E	0.17	0.62	0.45	BIT	400	800	2.56	25.5		Rehabilitation	UL	24	\$134,957	1.624
1	32	S-	765		N	0.00	0.14	0.14	BIT	400	1750	2.71	0.0		Rehabilitation	UL	24	\$41,987	1.934
1	32	S-	767		N	0.00	0.11	0.11	BIT	400	1100	2.30	0.0		Rehabilitation	UL	28	\$38,488	1.920
1	32	S-	768		E	0.00	0.39	0.39	BIT	394	605	2.74	0.2		Rehabilitation	UL	28	\$136,456	2.096
1	32	S-	769		N	0.00	0.06	0.06	BIT	400	138	2.30	0.0		Rehabilitation	UL	26	\$19,494	1.920
1	32	S-	770		E	0.00	0.43	0.43	BIT	339	1375	2.41	0.0		Rehabilitation	UL	26	\$139,705	1.964
1	32	S-	774		E	8.47	10.87	2.40	BIT	293	246	2.37	0.5		Rehabilitation	RLo	20	\$599,808	2.048
1	32	S-	777		N	0.00	0.23	0.23	BIT	400	220	2.30	3.5		Rehabilitation	UL	26	\$74,726	1.820
1	32	S-	778		E	0.00	0.36	0.36	BIT	367	138	2.30	2.5		Rehabilitation	UL	26	\$116,963	1.920
1	32	S-	779		N	0.00	0.06	0.06	BIT	315	55	2.68	0.0		Rehabilitation	UL	26	\$19,494	2.072
1	32	S-	780		E	0.00	0.21	0.21	BIT	347	83	2.68	0.0		Rehabilitation	UL	20	\$52,483	2.072
1	32	S-	781		N	0.00	0.23	0.23	BIT	391	165	2.58	1.2		Rehabilitation	UL	20	\$57,482	2.032
1	32	S-	783		N	0.00	0.23	0.23	BIT	256	55	2.37	0.0		Rehabilitation	UL	24	\$68,978	2.098
1	32	S-	784		E	0.00	0.20	0.20	BIT	353	110	2.16	2.4		Reconstruction	UL	20	\$60,004	1.814
1	32	S-	785		N	0.00	0.14	0.14	BIT	400	110	2.26	6.8		Rehabilitation	UL	24	\$41,987	1.804
1	32	S-	786		E	0.00	0.12	0.12	BIT	356	83	2.29	0.0		Rehabilitation	UL	26	\$38,988	1.916
1	32	S-	787		N	0.00	0.09	0.09	BIT	336	55	2.35	0.0		Rehabilitation	UL	26	\$29,241	1.940
1	32	S-	788		E	0.00	0.15	0.15	BIT	348	55	2.15	8.8		Reconstruction	UL	26	\$58,504	1.660
1	32	S-	789		N	0.00	0.07	0.07	BIT	400	55	2.11	0.0		Reconstruction	UL	26	\$27,302	1.844

Lexington County

6/19/2008

Dis	Cty	Rt Type	Rt Num	Aux	Dir	From	To	Length	Pave Type	IRI	ADT	2008		Treat Year	Treat Type	func	width	Estimated	
												Predicted PQI	% Total Patching					Cost	Score
1	32	S-	794		E	0.00	0.11	0.11	BIT	400	2125	2.59	0.2		Rehabilitation	UL	26	\$35,739	1.886
1	32	S-	795		N	0.00	0.19	0.19	BIT	366	319	2.21	2.0		Rehabilitation	UL	26	\$61,730	1.884
1	32	S-	799		N	0.11	0.23	0.12	BIT	314	138	2.69	0.0		Rehabilitation	UL	21	\$31,040	2.076
1	32	S-	800		E	0.00	0.40	0.40	BIT	396	138	2.56	0.0		Rehabilitation	UL	26	\$129,459	2.024
1	32	S-	802		E	0.00	0.24	0.24	BIT	400	420	2.32	3.2		Rehabilitation	UL	20	\$59,981	1.828
1	32	S-	803		N	0.00	0.16	0.16	BIT	374	1020	2.46	1.1		Rehabilitation	UL	20	\$39,987	1.984
1	32	S-	806		E	0.00	0.12	0.12	BIT	400	275	2.76	1.0		Rehabilitation	UL	24	\$35,988	2.104
1	32	S-	810		E	0.00	0.13	0.13	BIT	400	413	2.49	2.8		Rehabilitation	UL	26	\$42,236	1.996
1	32	S-	813		N	0.16	0.37	0.21	BIT	400	131	2.20	0.8		Reconstruction	UL	23	\$71,195	1.880
1	32	S-	813		N	0.00	0.16	0.16	BIT	400	138	2.32	0.6		Rehabilitation	UL	20	\$39,987	1.928
1	32	S-	813		N	0.37	0.53	0.16	BIT	337	125	2.70	0.3		Rehabilitation	UL	28	\$55,982	2.080
1	32	S-	824		E	0.00	0.06	0.06	BIT	343	138	2.76	0.0		Rehabilitation	UL	26	\$19,494	2.104
1	32	S-	825		N	0.00	0.34	0.34	BIT	400	138	1.90	12.2		Reconstruction	UL	26	\$132,609	1.460
1	32	S-	828		E	0.00	0.25	0.25	BIT	400	138	2.69	0.0		Rehabilitation	UL	26	\$81,224	2.076
1	32	S-	829		N	0.00	0.08	0.08	BIT	400	138	2.03	11.2		Reconstruction	UL	26	\$31,202	1.512
1	32	S-	830		E	0.00	0.32	0.32	BIT	331	188	2.12	7.9		Reconstruction	UL	26	\$124,809	1.648
1	32	S-	832		E	0.00	0.13	0.13	BIT	381	138	2.71	4.2		Rehabilitation	UL	26	\$42,236	1.984
1	32	S-	839		N	0.00	0.08	0.08	BIT	385	138	2.16	0.0		Reconstruction	UL	26	\$31,202	1.864
1	32	S-	841		N	0.00	0.28	0.28	BIT	389	138	2.56	1.9		Rehabilitation	UL	26	\$90,971	2.024
1	32	S-	842		E	0.00	0.26	0.26	BIT	353	138	2.65	3.4		Rehabilitation	UL	26	\$84,473	1.960
1	32	S-	843		N	0.00	0.23	0.23	BIT	373	220	2.59	0.5		Rehabilitation	UL	26	\$74,726	2.036
1	32	S-	845		N	0.00	0.27	0.27	BIT	388	150	2.51	2.1		Rehabilitation	UL	26	\$87,722	2.004
1	32	S-	846		E	0.00	0.19	0.19	BIT	383	138	1.94	0.8		Reconstruction	UL	26	\$74,105	1.776
1	32	S-	848		E	0.00	0.24	0.24	BIT	335	453	2.61	0.0		Rehabilitation	UL	26	\$77,975	2.044
1	32	S-	850		E	0.00	0.12	0.12	BIT	336	110	2.40	0.0		Rehabilitation	UL	26	\$38,988	1.960
1	32	S-	851		N	0.00	0.13	0.13	BIT	400	55	1.98	2.7		Reconstruction	UL	24	\$46,803	1.792
1	32	S-	852		E	0.00	0.24	0.24	BIT	397	163	2.59	2.6		Rehabilitation	UL	26	\$77,975	2.036
1	32	S-	853		N	0.00	0.23	0.23	BIT	367	158	2.19	0.3		Reconstruction	UL	26	\$89,706	1.876
1	32	S-	855		N	0.00	0.23	0.23	BIT	400	248	2.36	18.4		Rehabilitation	UL	26	\$75,013	1.644
1	32	S-	856		E	0.00	0.31	0.31	BIT	345	275	2.55	0.1		Rehabilitation	UL	27	\$105,366	2.020
1	32	S-	857		N	0.00	0.34	0.34	BIT	400	83	2.64	0.0		Rehabilitation	UL	24	\$100,268	2.056
1	32	S-	859		N	0.00	0.35	0.35	BIT	349	229	2.73	0.5		Rehabilitation	UL	25	\$107,153	2.092
1	32	S-	860		E	0.52	0.75	0.23	BIT	400	169	2.52	0.0		Rehabilitation	UL	32	\$92,545	2.008
1	32	S-	861		N	0.00	0.22	0.22	BIT	400	375	2.58	0.0		Rehabilitation	UL	21	\$58,281	2.032
1	32	S-	862		E	0.00	0.15	0.15	BIT	400	375	2.64	0.0		Rehabilitation	UL	23	\$42,736	2.056
1	32	S-	864		E	0.00	0.75	0.75	BIT	371	153	2.76	0.4		Rehabilitation	UL	26	\$243,672	2.104
1	32	S-	865		N	0.00	0.16	0.16	BIT	281	2500	2.73	0.2		Rehabilitation	UL	28	\$55,982	2.092
1	32	S-	867		N	0.00	0.60	0.60	BIT	333	440	2.24	0.8		Rehabilitation	UL	20	\$149,952	1.896

Lexington County

6/19/2008

Dis	Cty	Rt Type	Rt Num	Aux	Dir	From	To	Length	Pave Type	IRI	ADT	2008		Treat Year	Treat Type	func	width	Estimated	
												Predicted PQI	% Total Patching					Cost	Score
1	32	S-	870		E	0.35	0.67	0.32	BIT	304	375	2.68	0.2		Rehabilitation	UL	26	\$103,967	2.072
1	32	S-	871		N	0.00	0.43	0.43	BIT	332	138	2.60	0.1		Rehabilitation	UL	26	\$139,705	2.040
1	32	S-	877		N	0.00	1.96	1.96	BIT	379	770	2.32	0.2		Rehabilitation	RLo	21	\$514,335	1.878
1	32	S-	878		E	0.00	1.78	1.78	BIT	343	385	2.41	0.6		Rehabilitation	RLo	20	\$444,858	1.914
1	32	S-	879		N	0.28	0.47	0.19	BIT	305	696	2.18	0.3		Reconstruction	RLo	30	\$85,506	1.822
1	32	S-	879		N	0.00	0.28	0.28	BIT	307	696	2.51	0.0		Rehabilitation	RLo	20	\$69,978	1.954
1	32	S-	884		E	0.00	0.28	0.28	BIT	309	110	2.76	0.8		Rehabilitation	UL	20	\$69,978	2.104
1	32	S-	886		E	0.00	0.10	0.10	BIT	400	138	1.22	0.6		Reconstruction	UL	28	\$42,003	1.488
1	32	S-	888		E	0.00	0.05	0.05	BIT	392	138	2.41	0.0		Rehabilitation	UL	28	\$17,494	1.964
1	32	S-	890		E	0.00	0.12	0.12	BIT	313	138	2.75	3.6		Rehabilitation	UL	26	\$38,988	2.000
1	32	S-	893		N	0.00	0.22	0.22	BIT	393	138	2.16	3.5		Reconstruction	UL	28	\$93,067	1.764
1	32	S-	897		N	0.00	0.59	0.59	BIT	208	3288	2.32	0.1	2009	Rehabilitation	UL	20	\$147,453	1.928
1	32	S-	898		E	0.00	0.17	0.17	BIT	375	126	2.49	0.0		Rehabilitation	RLo	20	\$42,486	1.946
1	32	S-	900		E	0.11	0.60	0.49	BIT	376	804	2.04	0.2		Reconstruction	RLo	20	\$147,010	1.766
1	32	S-	902		E	0.00	0.36	0.36	BIT	333	138	2.12	3.4		Reconstruction	UL	26	\$138,790	1.748
1	32	S-	903		N	0.00	0.12	0.12	BIT	339	138	2.54	7.5		Rehabilitation	UL	26	\$38,988	1.816
1	32	S-	904		E	0.00	0.33	0.33	BIT	315	420	2.15	4.3		Reconstruction	UL	26	\$128,709	1.760
1	32	S-	905		N	0.00	0.07	0.07	BIT	305	138	2.72	0.1		Rehabilitation	UL	26	\$22,743	2.088
1	32	S-	906		E	0.00	0.39	0.39	BIT	318	350	2.43	0.2		Rehabilitation	UL	28	\$136,456	1.972
1	32	S-	907		N	0.00	0.16	0.16	BIT	345	110	2.37	0.5		Rehabilitation	UL	28	\$55,982	1.948
1	32	S-	908		E	0.66	0.92	0.26	BIT	329	238	2.46	0.0		Rehabilitation	UL	28	\$90,971	1.984
1	32	S-	909		N	0.00	0.10	0.10	BIT	400	165	2.48	0.3		Rehabilitation	RLo	36	\$44,986	1.942
1	32	S-	910		E	0.00	0.25	0.25	BIT	347	110	2.83	0.0		Rehabilitation	RLo	26	\$81,224	2.082
1	32	S-	916		E	0.00	1.81	1.81	BIT	234	605	2.18	0.0		Reconstruction	UL	20	\$543,039	1.972
1	32	S-	918		E	0.00	0.28	0.28	BIT	339	208	2.03	1.1		Reconstruction	RLo	26	\$109,208	1.762
1	32	S-	921		N	0.70	2.15	1.45	BIT	268	1539	2.42	1.1		Rehabilitation	UL	26	\$471,099	1.968
1	32	S-	922		E	0.00	0.35	0.35	BIT	395	138	2.46	2.4		Rehabilitation	UL	22	\$96,219	1.984
1	32	S-	923		N	0.00	0.12	0.12	BIT	400	138	2.45	4.9		Rehabilitation	UL	26	\$38,988	1.880
1	32	S-	925		N	0.00	0.08	0.08	BIT	400	138	2.69	0.0		Rehabilitation	UL	24	\$23,992	2.076
1	32	S-	927		N	0.00	0.64	0.64	BIT	385	750	2.40	2.6		Rehabilitation	UL	26	\$207,933	1.960
1	32	S-	928		E	0.00	0.12	0.12	BIT	388	113	2.59	2.7		Rehabilitation	UL	26	\$38,988	2.036
1	32	S-	929		N	0.00	0.24	0.24	BIT	315	138	2.53	0.0		Rehabilitation	UL	26	\$77,975	2.012
1	32	S-	931		N	0.20	0.32	0.12	BIT	397	138	1.68	0.1		Reconstruction	UL	26	\$46,803	1.672
1	32	S-	932		E	0.45	1.24	0.79	BIT	369	1870	2.46	0.0		Rehabilitation	RLo	20	\$197,437	1.784
1	32	S-	932		E	0.00	0.35	0.35	BIT	310	1870	2.62	0.1		Rehabilitation	RLo	26	\$113,714	1.848
1	32	S-	933		N	0.00	0.38	0.38	BIT	331	126	2.51	0.0		Rehabilitation	RLo	21	\$98,768	1.954
1	32	S-	934		E	0.00	0.10	0.10	BIT	363	55	2.47	0.0		Rehabilitation	UL	29	\$36,238	1.988
1	32	S-	935		N	0.00	1.35	1.35	BIT	391	440	2.37	0.3		Rehabilitation	RLo	20	\$337,392	1.898

Lexington County

6/19/2008

Dis	Cty	Rt Type	Rt Num	Aux	Dir	From	To	Length	Pave Type	IRI	ADT	2008		Treat Year	Treat Type	func	width	Estimated	
												Predicted PQI	% Total Patching					Cost	Score
1	32	S-	938		E	0.00	0.63	0.63	BIT	398	463	2.49	21.1		Rehabilitation	UL	20	\$157,450	1.596
1	32	S-	939		N	0.43	0.69	0.26	BIT	334	1086	2.34	0.9		Rehabilitation	UL	21	\$69,528	1.936
1	32	S-	945		N	0.00	0.72	0.72	BIT	364	330	2.45	5.9		Rehabilitation	RLo	20	\$179,942	1.780
1	32	S-	947		N	0.00	1.06	1.06	BIT	272	440	1.99	0.0		Reconstruction	RLo	20	\$318,023	1.896
1	32	S-	949		N	0.16	1.09	0.93	BIT	396	55	2.25	20.8		Rehabilitation	RLo	20	\$232,426	1.450
1	32	S-	949		N	0.00	0.16	0.16	BIT	362	55	2.45	4.4		Rehabilitation	RLo	26	\$51,983	1.830
1	32	S-	950		E	0.00	0.39	0.39	BIT	342	800	2.28	5.8		Rehabilitation	UL	20	\$97,469	1.812
1	32	S-	952		E	0.00	0.25	0.25	BIT	343	2600	2.14	2.1		Reconstruction	UL	23	\$85,881	1.556
1	32	S-	954		E	0.00	0.73	0.73	BIT	256	438	2.38	0.7		Rehabilitation	UL	20	\$182,442	2.102
1	32	S-	956		E	0.27	0.73	0.46	BIT	374	385	2.40	0.0		Rehabilitation	UL	24	\$137,956	1.960
1	32	S-	956		E	0.00	0.27	0.27	BIT	319	385	2.68	0.1		Rehabilitation	UL	20	\$67,478	2.072
1	32	S-	963		N	0.00	0.12	0.12	BIT	400	55	2.53	0.0		Rehabilitation	RLo	30	\$44,986	1.962
1	32	S-	969		N	0.00	0.47	0.47	BIT	304	375	2.76	2.0		Rehabilitation	UL	25	\$146,828	2.104
1	32	S-	970		E	0.00	0.38	0.38	BIT	365	275	2.75	0.2		Rehabilitation	UL	26	\$123,460	2.100
1	32	S-	971		N	0.00	0.25	0.25	BIT	393	375	2.38	0.0		Rehabilitation	UL	37	\$114,651	1.952
1	32	S-	975		N	0.00	0.06	0.06	BIT	400	138	2.19	1.8		Reconstruction	UL	26	\$23,402	1.876
1	32	S-	976		E	0.00	0.23	0.23	BIT	379	138	2.49	1.8		Rehabilitation	UL	26	\$74,726	1.996
1	32	S-	977		N	0.00	0.10	0.10	BIT	385	313	2.48	2.4		Rehabilitation	UL	22	\$27,491	1.992
1	32	S-	978		E	0.00	0.42	0.42	BIT	337	440	2.47	0.0		Rehabilitation	UL	26	\$136,456	1.988
1	32	S-	979		N	0.00	0.43	0.43	BIT	375	138	2.71	0.9		Rehabilitation	UL	25	\$135,944	2.084
1	32	S-	981		N	0.00	0.18	0.18	BIT	400	138	2.40	1.2		Rehabilitation	UL	26	\$58,481	1.960
1	32	S-	993		N	0.00	0.10	0.10	BIT	400	138	2.70	0.0		Rehabilitation	UL	20	\$24,992	2.080
1	32	S-	995		N	0.00	0.31	0.31	BIT	357	770	2.37	0.2		Rehabilitation	RLo	26	\$100,718	1.898
1	32	S-	996		E	0.00	0.39	0.39	BIT	331	165	2.18	7.5		Reconstruction	RLo	20	\$117,008	1.622
1	32	S-	998		E	0.00	0.20	0.20	BIT	397	110	2.33	0.0		Rehabilitation	UL	26	\$64,979	1.932
1	32	S-	1003		N	0.00	0.38	0.38	BIT	374	313	2.34	0.0		Rehabilitation	UL	24	\$113,964	1.936
1	32	S-	1004		E	0.00	0.15	0.15	BIT	400	188	2.21	0.3		Rehabilitation	UL	24	\$44,986	1.884
1	32	S-	1005		N	0.00	0.06	0.06	BIT	400	138	2.53	4.0		Rehabilitation	UL	24	\$17,994	1.912
1	32	S-	1006		E	0.20	0.69	0.49	BIT	397	1210	2.42	0.2		Rehabilitation	UL	36	\$220,429	1.968
1	32	S-	1006		E	0.00	0.20	0.20	BIT	313	1210	2.76	0.2		Rehabilitation	UL	30	\$74,976	2.104
1	32	S-	1009		N	0.00	0.23	0.23	BIT	272	193	2.51	6.9		Rehabilitation	UL	26	\$74,726	2.054
1	32	S-	1010		E	0.00	0.13	0.13	BIT	400	55	2.29	17.5		Rehabilitation	UL	26	\$42,236	1.616
1	32	S-	1011		N	0.00	0.14	0.14	BIT	400	110	2.10	1.7		Reconstruction	UL	26	\$54,604	1.840
1	32	S-	1013		N	0.00	0.14	0.14	BIT	400	193	1.95	1.9		Reconstruction	UL	26	\$54,604	1.780
1	32	S-	1018		E	0.34	0.59	0.25	BIT	342	125	2.66	1.9		Rehabilitation	UL	26	\$81,224	2.064
1	32	S-	1019		N	0.00	0.08	0.08	BIT	344	138	2.70	0.0		Rehabilitation	UL	24	\$23,992	2.080
1	32	S-	1020		E	0.00	0.09	0.09	BIT	400	138	2.57	0.1		Rehabilitation	UL	24	\$26,991	2.028
1	32	S-	1022		E	0.00	0.19	0.19	BIT	384	125	2.56	0.3		Rehabilitation	UL	26	\$61,730	2.024

Lexington County

6/19/2008

Dis	Cty	Rt Type	Rt Num	Aux	Dir	From	To	Pave Length	Type	IRI	ADT	2008		Treat Year	Treat Type	func	width	Estimated	
												Predicted PQI	% Total Patching					Cost	Score
1	32	S-	1023		N	0.00	0.11	0.11	BIT	370	138	2.68	0.2		Rehabilitation	UL	26	\$35,739	2.072
1	32	S-	1024		E	0.00	0.09	0.09	BIT	400	138	2.50	0.0		Rehabilitation	UL	26	\$29,241	2.000
1	32	S-	1025		N	0.00	0.09	0.09	BIT	400	138	2.65	1.1		Rehabilitation	UL	26	\$29,241	2.060
1	32	S-	1026		E	0.00	0.21	0.21	BIT	399	83	2.08	0.2		Reconstruction	UL	26	\$81,906	1.832
1	32	S-	1030		E	0.00	0.19	0.19	BIT	400	313	2.40	1.3		Rehabilitation	UL	26	\$61,730	1.960
1	32	S-	1031		N	0.00	0.15	0.15	BIT	400	125	2.44	3.1		Rehabilitation	UL	26	\$48,734	1.876
1	32	S-	1034		E	0.00	0.26	0.26	BIT	324	110	2.58	0.1		Rehabilitation	UL	26	\$84,473	2.032
1	32	S-	1037		N	0.16	0.30	0.14	BIT	356	138	2.40	0.0		Rehabilitation	UL	20	\$34,989	1.960
1	32	S-	1037		N	0.00	0.16	0.16	BIT	372	138	2.42	1.2		Rehabilitation	UL	26	\$51,983	1.968
1	32	S-	1039		N	0.00	0.29	0.29	BIT	383	110	2.31	0.3		Rehabilitation	UL	20	\$72,477	1.924
1	32	S-	1040		E	0.00	0.13	0.13	BIT	400	110	2.22	0.0		Rehabilitation	UL	20	\$32,490	1.888
1	32	S-	1041		N	0.00	0.07	0.07	BIT	365	55	2.54	0.0		Rehabilitation	UL	22	\$19,244	2.016
1	32	S-	1042		E	0.00	0.17	0.17	BIT	355	193	2.19	2.1		Reconstruction	UL	20	\$51,004	1.876
1	32	S-	1043		N	0.00	0.05	0.05	BIT	343	55	2.60	0.0		Rehabilitation	UL	20	\$12,496	2.040
1	32	S-	1044		E	0.00	0.26	0.26	BIT	400	248	2.44	0.5		Rehabilitation	UL	24	\$76,351	1.976
1	32	S-	1050		E	0.00	0.25	0.25	BIT	286	165	2.54	3.3		Rehabilitation	UL	26	\$81,224	2.066
1	32	S-	1051		N	0.00	0.08	0.08	BIT	400	440	1.86	9.7		Reconstruction	UL	26	\$31,202	1.544
1	32	S-	1057		N	0.00	0.09	0.09	BIT	365	138	2.52	0.3		Rehabilitation	UL	23	\$26,204	2.008
1	32	S-	1058		E	0.00	0.12	0.12	BIT	400	138	2.40	0.0		Rehabilitation	UL	26	\$38,988	1.960
1	32	S-	1060		E	0.00	0.43	0.43	BIT	369	125	2.70	0.0		Rehabilitation	UL	26	\$139,705	2.080
1	32	S-	1063		N	0.00	0.52	0.52	BIT	351	303	2.30	0.1		Rehabilitation	UL	26	\$168,946	1.920
1	32	S-	1065		N	1.12	1.81	0.69	BIT	250	2278	1.76	0.3	2009	Reconstruction	RLo	22	\$227,716	1.654
1	32	S-	1065		N	0.00	1.12	1.12	BIT	212	3850	2.74	0.1		Rehabilitation	UL	20	\$279,910	2.096
1	32	S-	1067		N	0.00	0.13	0.13	BIT	387	138	2.61	2.1		Rehabilitation	UL	26	\$42,236	2.044
1	32	S-	1068		E	0.00	1.34	1.34	BIT	318	413	2.66	0.4		Rehabilitation	RLo	20	\$334,893	2.014
1	32	S-	1076		E	0.00	0.60	0.60	BIT	330	275	2.39	0.0		Rehabilitation	UL	21	\$155,200	1.956
1	32	S-	1078		E	0.00	0.84	0.84	BIT	362	358	2.24	0.1		Rehabilitation	RLo	20	\$209,933	1.846
1	32	S-	1080		E	0.00	0.15	0.15	BIT	362	138	2.32	0.1		Rehabilitation	RLo	28	\$52,483	1.878
1	32	S-	1086		E	0.00	0.57	0.57	BIT	305	406	2.72	0.0		Rehabilitation	UL	26	\$185,191	2.088
1	32	S-	1090		E	0.00	0.41	0.41	BIT	386	63	1.72	0.1		Reconstruction	UL	26	\$159,911	1.688
1	32	S-	1093		N	0.00	0.22	0.22	BIT	400	200	2.32	0.0		Rehabilitation	UL	24	\$65,979	1.928
1	32	S-	1096		E	0.00	0.22	0.22	BIT	374	495	2.63	0.4		Rehabilitation	UL	26	\$71,477	2.052
1	32	S-	1097		N	0.00	0.08	0.08	BIT	400	220	2.00	26.1		Reconstruction	UL	26	\$31,202	1.400
1	32	S-	1098		E	0.00	0.60	0.60	BIT	399	220	2.06	5.3		Reconstruction	UL	18	\$162,012	1.724
1	32	S-	1099		N	0.00	0.55	0.55	BIT	392	55	2.34	0.0		Rehabilitation	UL	18	\$123,710	1.936
1	32	S-	1104		E	0.00	0.36	0.36	BIT	281	138	1.45	1.0		Reconstruction	UL	26	\$140,410	1.730
1	32	S-	1105		N	0.00	0.43	0.43	BIT	399	138	1.86	1.8		Reconstruction	UL	26	\$167,712	1.744
1	32	S-	1107		N	0.00	0.07	0.07	BIT	300	138	2.29	0.0		Rehabilitation	UL	26	\$22,743	1.916

Lexington County

6/19/2008

Dis	Cty	Rt	Rt	Num	Aux	Dir	From	To	Length	Pave	IRI	ADT	2008		Treat	Treat Type	func	width	Estimated	
													Predicted	% Total					Cost	Score
1	32	S-	1109		N	0.00	0.26	0.26	BIT	397	303	2.29	4.9		Rehabilitation	UL	26	\$84,473	1.816	
1	32	S-	1110		E	0.00	0.21	0.21	BIT	326	825	2.55	0.0		Rehabilitation	UL	22	\$57,732	2.020	
1	32	S-	1111		N	0.00	0.19	0.19	BIT	374	138	2.70	14.6		Rehabilitation	UL	30	\$71,227	1.780	
1	32	S-	1114		E	0.00	0.12	0.12	BIT	400	188	2.47	0.0		Rehabilitation	UL	24	\$36,438	1.988	
1	32	S-	1115		N	0.00	0.23	0.23	BIT	387	225	2.38	0.5		Rehabilitation	UL	26	\$74,726	1.952	
1	32	S-	1116		E	0.00	0.38	0.38	BIT	381	138	2.24	1.1		Rehabilitation	UL	26	\$123,460	1.896	
1	32	S-	1118		E	0.00	0.20	0.20	BIT	400	83	2.54	0.4		Rehabilitation	UL	26	\$64,979	2.016	
1	32	S-	1121		N	0.11	0.47	0.36	BIT	399	193	2.36	4.8		Rehabilitation	UL	20	\$89,971	1.844	
1	32	S-	1121		N	0.00	0.11	0.11	BIT	305	193	2.47	0.1		Rehabilitation	UL	26	\$35,739	1.988	
1	32	S-	1122		E	0.00	0.49	0.49	BIT	311	180	2.82	0.0		Rehabilitation	RLo	20	\$122,461	2.078	
1	32	S-	1128		E	0.00	0.38	0.38	BIT	370	306	2.51	0.1		Rehabilitation	UL	20	\$94,970	2.004	
1	32	S-	1131		N	0.42	1.18	0.76	BIT	381	220	2.08	1.4		Reconstruction	RLo	20	\$228,016	1.782	
1	32	S-	1135		N	0.00	0.36	0.36	BIT	400	83	2.22	1.1		Rehabilitation	RLo	20	\$89,971	1.838	
1	32	S-	1140		E	0.00	1.39	1.39	BIT	360	720	2.08	4.6		Reconstruction	RLo	20	\$417,030	1.682	
1	32	S-	1144		E	0.29	0.45	0.16	BIT	316	303	2.39	0.0		Rehabilitation	RLo	26	\$51,983	1.906	
1	32	S-	1144		E	0.00	0.29	0.29	BIT	302	303	2.63	0.0		Rehabilitation	RLo	20	\$72,477	2.002	
1	32	S-	1145		N	0.00	0.05	0.05	BIT	400	770	2.30	0.0		Rehabilitation	RLo	21	\$12,996	1.870	
1	32	S-	1153		N	0.00	0.30	0.30	BIT	359	83	2.34	0.0		Rehabilitation	UL	30	\$112,464	1.936	
1	32	S-	1153	SPR	N	0.00	0.03	0.03	BIT	345	130	2.72	0.0		Rehabilitation	UL	30	\$11,246	2.088	
1	32	S-	1154		E	0.00	0.10	0.10	BIT	400	275	2.19	0.0		Reconstruction	UL	24	\$36,003	1.876	
1	32	S-	1156		E	0.00	0.14	0.14	BIT	400	138	2.25	1.7		Rehabilitation	UL	24	\$41,987	1.900	
1	32	S-	1157		N	0.00	0.47	0.47	BIT	299	83	2.02	0.1		Reconstruction	RLo	20	\$141,010	1.908	
1	32	S-	1162		E	0.00	0.07	0.07	BIT	400	138	2.64	5.6		Rehabilitation	UL	30	\$26,242	1.956	
1	32	S-	1163		N	0.13	0.38	0.25	BIT	373	138	2.60	3.8		Rehabilitation	UL	22	\$68,728	1.940	
1	32	S-	1164		E	0.00	0.13	0.13	BIT	354	193	2.73	3.1		Rehabilitation	UL	30	\$48,734	1.992	
1	32	S-	1165		N	0.39	0.47	0.08	BIT	301	55	2.52	0.1		Rehabilitation	UL	20	\$19,994	2.008	
1	32	S-	1168		E	0.00	0.08	0.08	BIT	400	138	2.31	1.6		Rehabilitation	UL	26	\$25,992	1.924	
1	32	S-	1172		E	0.00	0.18	0.18	BIT	400	131	2.49	0.0		Rehabilitation	UL	24	\$53,983	1.996	
1	32	S-	1175		N	0.00	0.64	0.64	BIT	353	1210	2.66	0.0		Rehabilitation	RLo	20	\$159,949	2.014	
1	32	S-	1177		N	0.36	1.46	1.10	BIT	339	1800	2.13	1.0		Reconstruction	RLo	22	\$363,026	1.652	
1	32	S-	1177		N	2.60	3.12	0.52	BIT	380	165	2.28	5.2		Rehabilitation	RLo	20	\$129,958	1.762	
1	32	S-	1178		E	1.29	1.70	0.41	BIT	266	605	2.41	2.1		Rehabilitation	RLo	26	\$130,646	2.064	
1	32	S-	1179		N	0.00	0.39	0.39	BIT	332	288	2.44	0.2		Rehabilitation	RLo	22	\$107,216	1.926	
1	32	S-	1181		N	0.00	0.49	0.49	BIT	388	83	2.48	0.0		Rehabilitation	RLo	20	\$122,461	1.942	
1	32	S-	1182		E	0.00	0.08	0.08	BIT	400	138	2.30	0.0		Rehabilitation	UL	26	\$25,992	1.920	
1	32	S-	1183		N	0.00	0.68	0.68	BIT	376	248	2.66	0.0		Rehabilitation	RLo	22	\$186,940	2.014	
1	32	S-	1189		N	0.00	0.94	0.94	BIT	304	840	2.55	0.1		Rehabilitation	RLo	20	\$234,925	1.970	
1	32	S-	1195		N	0.00	1.01	1.01	BIT	302	153	2.54	0.6		Rehabilitation	RLo	20	\$257,468	1.966	

Lexington County

6/19/2008

Dis	Cty	Rt Type	Rt Num	Aux	Dir	From	To	Length	Pave Type	IRI	ADT	2008		Treat Year	Treat Type	func	width	Estimated	
												Predicted PQI	% Total Patching					Cost	Score
1	32	S-	1203		N	0.00	0.10	0.10	BIT	400	513	2.50	1.4		Rehabilitation	UL	30	\$37,488	2.000
1	32	S-	1206		E	0.00	0.35	0.35	BIT	391	124	2.05	1.6		Reconstruction	UL	26	\$136,510	1.820
1	32	S-	1208		E	0.00	0.90	0.90	BIT	334	126	2.27	0.6		Rehabilitation	RLo	20	\$224,928	1.858
1	32	S-	1209		N	0.00	0.53	0.53	BIT	275	2723	2.68	2.6		Rehabilitation	UL	22	\$145,703	1.922
1	32	S-	1210		E	0.00	0.28	0.28	BIT	385	153	2.51	0.1		Rehabilitation	UL	25	\$86,422	2.004
1	32	S-	1211		N	0.00	0.14	0.14	BIT	343	138	2.69	3.1		Rehabilitation	UL	26	\$45,485	1.976
1	32	S-	1218		E	0.00	0.11	0.11	BIT	324	715	2.28	0.6		Rehabilitation	UL	35	\$47,697	1.912
1	32	S-	1218		E	0.11	0.28	0.17	BIT	337	715	2.46	0.6		Rehabilitation	UL	24	\$50,984	1.984
1	32	S-	1219		N	0.00	0.11	0.11	BIT	400	935	2.29	0.0		Rehabilitation	UL	24	\$32,989	1.916
1	32	S-	1223		N	0.33	0.50	0.17	BIT	321	3190	2.62	2.5		Rehabilitation	UL	22	\$46,735	1.748
1	32	S-	1225		N	0.00	0.71	0.71	BIT	319	609	2.64	3.6		Rehabilitation	UL	26	\$230,676	1.956
1	32	S-	1227		N	0.00	0.26	0.26	BIT	338	138	2.69	0.1		Rehabilitation	UL	20	\$64,979	2.076
1	32	S-	1229		N	0.00	0.12	0.12	BIT	326	138	2.48	0.0		Rehabilitation	UL	26	\$38,988	1.992
1	32	S-	1230		E	0.00	0.18	0.18	BIT	364	138	2.55	4.6		Rehabilitation	UL	26	\$58,481	1.920
1	32	S-	1232		E	0.00	0.09	0.09	BIT	354	138	2.32	0.0		Rehabilitation	UL	26	\$29,241	1.928
1	32	S-	1233		N	0.00	0.16	0.16	BIT	369	138	2.40	1.0		Rehabilitation	UL	30	\$59,981	1.960
1	32	S-	1237		N	0.00	0.20	0.20	BIT	400	131	2.60	4.9		Rehabilitation	UL	26	\$64,979	1.940
1	32	S-	1239		N	0.00	0.86	0.86	BIT	354	550	2.21	2.1		Rehabilitation	UL	20	\$214,931	1.884
1	32	S-	1241		N	0.00	0.52	0.52	BIT	378	438	2.20	0.7		Reconstruction	UL	23	\$175,512	1.830
1	32	S-	1243		N	0.00	0.28	0.28	BIT	400	108	1.74	5.9		Reconstruction	RLo	20	\$84,006	1.546
1	32	S-	1246		E	0.10	0.63	0.53	BIT	312	880	2.53	0.9		Rehabilitation	UL	20	\$132,458	2.012
1	32	S-	1253		N	0.00	0.23	0.23	BIT	333	165	2.51	0.3		Rehabilitation	UL	26	\$74,726	2.004
1	32	S-	1255		N	0.00	0.41	0.41	BIT	395	193	2.23	0.2		Rehabilitation	RLo	20	\$102,467	1.842
1	32	S-	1256		E	0.00	0.10	0.10	BIT	372	138	2.73	0.0		Rehabilitation	UL	23	\$28,491	2.092
1	32	S-	1257		N	0.00	2.07	2.07	BIT	273	3000	2.47	0.7		Rehabilitation	UL	22	\$569,068	1.838
1	32	S-	1273		N	0.11	0.31	0.20	BIT	383	110	2.23	2.0		Rehabilitation	UL	26	\$64,979	1.892
1	32	S-	1273		N	0.00	0.11	0.11	BIT	334	110	2.65	0.2		Rehabilitation	UL	20	\$27,491	2.060
1	32	S-	1274		E	0.00	0.39	0.39	BIT	392	165	2.29	6.6		Rehabilitation	UL	26	\$126,709	1.816
1	32	S-	1275		N	0.29	0.41	0.12	BIT	392	55	2.38	4.5		Rehabilitation	RLo	26	\$38,988	1.802
1	32	S-	1275		N	0.00	0.29	0.29	BIT	384	55	2.58	1.7		Rehabilitation	UL	26	\$94,220	2.032
1	32	S-	1276		E	0.00	0.18	0.18	BIT	362	238	2.61	0.6		Rehabilitation	UL	26	\$58,481	2.044
1	32	S-	1277		N	0.00	0.25	0.25	BIT	400	165	2.50	1.1		Rehabilitation	UL	30	\$93,720	2.000
1	32	S-	1278	SPR	E	0.00	0.09	0.09	BIT	358	130	2.71	0.1		Rehabilitation	RLo	20	\$22,493	2.034
1	32	S-	1281		N	0.00	0.25	0.25	BIT	365	55	2.63	0.1		Rehabilitation	UL	26	\$81,224	2.052
1	32	S-	1285		N	0.00	0.14	0.14	BIT	361	83	2.73	0.0		Rehabilitation	UL	26	\$45,485	2.092
1	32	S-	1298		E	0.29	0.91	0.62	BIT	398	354	2.63	2.7		Rehabilitation	UL	26	\$201,436	2.052
1	32	S-	1299		N	0.00	0.44	0.44	BIT	400	225	2.54	20.9		Rehabilitation	UL	28	\$153,951	1.616
1	32	S-	1299		N	0.44	0.57	0.13	BIT	334	225	2.78	12.3		Rehabilitation	UL	36	\$58,481	1.812

Lexington County

6/19/2008

		Rt		2008										Estimated					
Dis	Cty	Type	Num	Aux	Dir	From	To	Length	Pave Type	IRI	ADT	Predicted PQL	% Total Patching	Treat Year	Treat Type	func	width	Cost	Score
1	32	S-	1301		N	0.00	0.10	0.10	BIT	400	300	2.10	21.3		Reconstruction	UL	25	\$37,503	1.440
1	32	S-	1301		N	0.10	0.46	0.36	BIT	389	300	2.73	6.1		Rehabilitation	UL	28	\$125,960	1.992
1	32	S-	1302		E	0.00	0.16	0.16	BIT	400	375	2.13	0.1		Reconstruction	UL	40	\$96,967	1.852
1	32	S-	1303		N	0.00	0.20	0.20	BIT	278	250	2.27	1.4		Rehabilitation	UL	25	\$62,980	2.058
1	32	S-	1304		E	0.00	0.28	0.28	BIT	360	1540	2.12	2.1		Reconstruction	UL	35	\$147,010	1.698
1	32	S-	1306		E	0.00	0.50	0.50	BIT	351	275	2.29	0.0		Rehabilitation	UL	35	\$218,680	1.916
1	32	S-	1307		N	0.00	0.46	0.46	BIT	377	715	2.20	20.4		Reconstruction	UL	35	\$241,517	1.480
1	32	S-	1308		E	0.00	0.15	0.15	BIT	400	525	2.65	0.1		Rehabilitation	UL	26	\$48,734	2.060
1	32	S-	1309		N	0.00	0.99	0.99	BIT	341	126	2.31	0.3		Rehabilitation	RLo	20	\$247,421	1.824
1	32	S-	1310		E	0.00	0.47	0.47	BIT	368	570	2.14	1.5		Reconstruction	RLo	20	\$141,010	1.606
1	32	S-	1311		N	0.00	0.34	0.34	BIT	385	138	2.16	0.9		Reconstruction	RLo	26	\$132,609	1.814
1	32	S-	1313		N	0.00	0.18	0.18	BIT	384	385	2.20	8.9		Reconstruction	RLo	20	\$54,004	1.630
1	32	S-	1314		E	0.00	0.86	0.86	BIT	397	193	2.35	0.0		Rehabilitation	RLo	20	\$214,931	1.890
1	32	S-	1317		N	0.64	0.86	0.22	BIT	376	138	2.68	0.0		Rehabilitation	RLo	21	\$58,006	2.022
1	32	S-	1317		N	0.00	0.64	0.64	BIT	339	138	2.69	0.0		Rehabilitation	RLo	20	\$159,949	2.026
1	32	S-	1319		N	0.00	0.61	0.61	BIT	363	440	2.27	13.4		Rehabilitation	RLo	20	\$152,451	1.558
1	32	S-	1320		E	0.81	1.07	0.26	BIT	398	523	2.37	0.0		Rehabilitation	RLo	20	\$64,979	1.898
1	32	S-	1320		E	0.00	0.81	0.81	BIT	389	523	2.46	0.1		Rehabilitation	UL	20	\$202,435	1.984
1	32	S-	1321		N	0.00	0.66	0.66	BIT	398	1265	2.23	0.9		Rehabilitation	RLo	20	\$164,947	1.842
1	32	S-	1322		E	0.00	1.30	1.30	BIT	347	303	2.61	0.1		Rehabilitation	RLo	20	\$324,896	1.994
1	32	S-	1323		N	0.00	1.30	1.30	BIT	391	440	2.23	0.3		Rehabilitation	RLo	20	\$324,896	1.842
1	32	S-	1327		N	0.00	0.22	0.22	BIT	379	55	2.34	0.0		Rehabilitation	RLo	20	\$54,982	1.886
1	32	S-	1328		E	0.00	0.24	0.24	BIT	400	55	2.23	2.1		Rehabilitation	RLo	20	\$59,981	1.842
1	32	S-	1329		N	0.00	0.20	0.20	BIT	359	55	2.49	0.6		Rehabilitation	RLo	20	\$49,984	1.946
1	32	S-	1330		E	0.00	0.23	0.23	BIT	288	55	2.53	4.5		Rehabilitation	RLo	20	\$57,482	2.012
1	32	S-	1332		E	0.00	0.27	0.27	BIT	312	138	2.69	1.6		Rehabilitation	UL	30	\$101,218	2.076
1	32	S-	1333		N	0.00	0.12	0.12	BIT	305	303	2.65	1.1		Rehabilitation	UL	22	\$32,989	2.060
1	32	S-	1334		E	0.00	0.19	0.19	BIT	356	330	2.59	0.0		Rehabilitation	UL	24	\$56,982	2.036
1	32	S-	1336		E	0.00	0.14	0.14	BIT	400	165	2.65	0.8		Rehabilitation	UL	30	\$52,483	2.060
1	32	S-	1337		N	0.00	0.34	0.34	BIT	384	770	2.26	0.7		Rehabilitation	UL	26	\$110,465	1.904
1	32	S-	1338		E	0.00	0.35	0.35	BIT	334	1188	2.72	1.5		Rehabilitation	UL	30	\$131,208	2.088
1	32	S-	1339		N	0.00	0.39	0.39	BIT	332	825	2.68	1.0		Rehabilitation	UL	26	\$126,709	2.072
1	32	S-	1350		E	0.00	0.09	0.09	BIT	400	138	2.19	9.1		Reconstruction	UL	26	\$35,102	1.676
1	32	S-	1351		N	0.00	0.24	0.24	BIT	376	138	2.42	2.4		Rehabilitation	UL	25	\$74,376	1.968
1	32	S-	1353		N	0.00	0.16	0.16	BIT	381	138	2.35	9.3		Rehabilitation	UL	26	\$51,983	1.740
1	32	S-	1354		E	0.00	0.18	0.18	BIT	393	138	2.63	3.9		Rehabilitation	UL	23	\$51,059	1.952
1	32	S-	1359		N	0.00	0.25	0.25	BIT	365	138	2.61	2.9		Rehabilitation	UL	24	\$74,976	2.044
1	32	S-	1361		N	0.00	0.13	0.13	BIT	400	138	2.37	3.9		Rehabilitation	UL	20	\$32,490	1.848

Lexington County

6/19/2008

Dis	Cty	Rt Type	Rt Num	Aux	Dir	From	To	Length	Pave Type	IRI	ADT	2008		Treat Year	Treat Type	func	width	Estimated	
												Predicted PQL	% Total Patching					Cost	Score
1	32	S-	1362		E	0.00	0.07	0.07	BIT	400	138	2.42	5.2		Rehabilitation	UL	24	\$20,993	1.868
1	32	S-	1363		N	0.00	0.10	0.10	BIT	361	248	2.47	4.2		Rehabilitation	UL	24	\$29,990	1.888
1	32	S-	1365		N	0.00	0.26	0.26	BIT	357	83	2.54	8.1		Rehabilitation	UL	30	\$97,469	1.816
1	32	S-	1365		N	0.26	0.39	0.13	BIT	385	83	2.67	5.4		Rehabilitation	UL	22	\$35,739	1.968
1	32	S-	1369		N	0.00	0.06	0.06	BIT	400	138	2.40	1.8		Rehabilitation	UL	22	\$16,495	1.960
1	32	S-	1370		E	0.00	0.29	0.29	BIT	347	138	2.67	1.1		Rehabilitation	UL	26	\$94,220	2.068
1	32	S-	1376		E	0.00	0.07	0.07	BIT	380	138	2.39	0.0		Rehabilitation	UL	26	\$22,743	1.956
1	32	S-	1381		N	0.00	0.10	0.10	BIT	400	138	2.51	0.6		Rehabilitation	UL	22	\$27,491	2.004
1	32	S-	1382		E	0.00	0.23	0.23	BIT	400	138	2.29	0.6		Rehabilitation	UL	22	\$63,230	1.916
1	32	S-	1383		N	0.00	0.16	0.16	BIT	303	138	2.52	0.2		Rehabilitation	UL	26	\$51,983	2.008
1	32	S-	1384		E	0.00	0.21	0.21	BIT	400	138	2.41	5.1		Rehabilitation	UL	26	\$68,228	1.864
1	32	S-	1388		E	0.21	0.32	0.11	BIT	333	90	2.08	3.8		Reconstruction	UL	26	\$42,903	1.732
1	32	S-	1388		E	0.00	0.21	0.21	BIT	307	90	2.09	3.2		Reconstruction	UL	24	\$75,605	1.736
1	32	S-	1390		E	0.00	0.08	0.08	BIT	400	138	2.41	0.0		Rehabilitation	UL	20	\$19,994	1.964
1	32	S-	1391		N	0.00	0.18	0.18	BIT	333	188	2.60	0.1		Rehabilitation	UL	30	\$67,478	2.040
1	32	S-	1392		E	0.00	0.25	0.25	BIT	272	55	2.20	0.4		Reconstruction	UL	25	\$93,757	2.030
1	32	S-	1393		N	0.00	0.14	0.14	BIT	312	138	2.70	0.1		Rehabilitation	UL	20	\$34,989	2.080
1	32	S-	1398		E	0.00	0.13	0.13	BIT	400	825	2.22	0.1		Rehabilitation	UL	26	\$42,236	1.888
1	32	S-	1400		E	0.79	1.09	0.30	BIT	371	344	2.37	0.7		Rehabilitation	UL	28	\$103,842	1.948
1	32	S-	1400		E	0.40	0.79	0.39	BIT	383	440	2.57	0.0		Rehabilitation	UL	26	\$126,709	2.028
1	32	S-	1400		E	0.00	0.40	0.40	BIT	373	440	2.63	0.3		Rehabilitation	UL	30	\$149,952	2.052
1	32	S-	1402		E	0.00	0.46	0.46	BIT	231	110	1.74	1.0		Reconstruction	RLo	20	\$138,010	1.946
1	32	S-	1403		N	0.00	0.69	0.69	BIT	358	165	2.41	0.1		Rehabilitation	RLo	20	\$172,445	1.914
1	32	S-	1409		N	0.00	0.61	0.61	BIT	347	126	2.37	0.1		Rehabilitation	RLo	20	\$152,451	1.898
1	32	S-	1413		N	0.00	0.19	0.19	BIT	364	138	2.47	0.0		Rehabilitation	UL	26	\$61,730	1.988
1	32	S-	1414		E	0.00	0.11	0.11	BIT	391	55	2.49	0.0		Rehabilitation	RLo	20	\$27,491	1.946
1	32	S-	1415		N	0.00	0.15	0.15	BIT	400	83	2.07	1.6		Reconstruction	UL	26	\$58,504	1.828
1	32	S-	1416		E	0.00	0.15	0.15	BIT	400	55	2.28	1.0		Rehabilitation	UL	26	\$48,734	1.912
1	32	S-	1416		E	0.15	0.37	0.22	BIT	400	55	2.37	2.9		Rehabilitation	UL	20	\$54,982	1.948
1	32	S-	1417		N	0.00	0.20	0.20	BIT	376	83	2.44	0.0		Rehabilitation	UL	22	\$55,232	1.976
1	32	S-	1418		E	0.00	0.16	0.16	BIT	386	495	2.75	0.0		Rehabilitation	UL	26	\$51,983	2.100
1	32	S-	1421		N	0.00	0.25	0.25	BIT	374	55	2.12	0.1		Reconstruction	UL	26	\$97,507	1.848
1	32	S-	1421	SPR	N	0.00	0.02	0.02	BIT	394	130	2.55	0.0		Rehabilitation	UL	26	\$6,498	2.020
1	32	S-	1422		E	0.00	0.27	0.27	BIT	396	165	1.83	5.8		Reconstruction	UL	20	\$81,006	1.632
1	32	S-	1423		N	0.00	0.36	0.36	BIT	378	110	2.25	4.8		Rehabilitation	UL	20	\$89,971	1.800
1	32	S-	1431		N	0.00	0.55	0.55	BIT	319	138	1.88	5.7		Reconstruction	UL	26	\$214,515	1.652
1	32	S-	1434		E	0.00	0.06	0.06	BIT	384	138	2.42	0.0		Rehabilitation	UL	26	\$19,494	1.968
1	32	S-	1435		N	0.00	0.06	0.06	BIT	400	138	2.67	0.0		Rehabilitation	UL	26	\$19,494	2.068

Lexington County

6/19/2008

Dis	Cty	Rt Type	Rt Num	Aux	Dir	From	To	Length	Pave Type	IRI	ADT	2008		Treat Year	Treat Type	func	width	Estimated	
												Predicted PQL	% Total Patching					Cost	Score
1	32	S-	1436		E	0.00	0.12	0.12	BIT	400	188	2.48	1.3		Rehabilitation	UL	26	\$38,988	1.992
1	32	S-	1437		N	0.00	0.11	0.11	BIT	400	131	2.63	1.6		Rehabilitation	UL	20	\$27,491	2.052
1	32	S-	1438		E	0.00	0.20	0.20	BIT	400	131	2.54	2.0		Rehabilitation	UL	26	\$64,979	2.016
1	32	S-	1442		E	0.00	0.57	0.57	BIT	379	141	1.86	0.1		Reconstruction	UL	20	\$171,012	1.744
1	32	S-	1443		N	0.00	0.10	0.10	BIT	377	131	2.08	3.2		Reconstruction	UL	20	\$30,002	1.732
1	32	S-	1446		E	0.00	0.36	0.36	BIT	313	330	2.69	0.0		Rehabilitation	UL	20	\$89,971	2.076
1	32	S-	1449		N	0.00	0.37	0.37	BIT	320	220	2.22	0.1		Rehabilitation	UL	20	\$92,470	1.888
1	32	S-	1450		E	0.00	0.29	0.29	BIT	375	110	1.97	0.0		Reconstruction	UL	20	\$87,006	1.788
1	32	S-	1458		E	0.00	0.09	0.09	BIT	327	55	2.46	0.0		Rehabilitation	UL	20	\$22,493	1.984
1	32	S-	1459		N	1.30	2.44	1.14	BIT	294	1980	2.59	6.0		Rehabilitation	RLo	20	\$284,909	1.886
1	32	S-	1461		N	0.00	0.69	0.69	BIT	394	249	1.81	0.0		Reconstruction	UL	20	\$207,015	1.724
1	32	S-	1461		N	0.69	0.90	0.21	BIT	329	275	2.26	0.0		Rehabilitation	UL	28	\$73,476	1.904
1	32	S-	1464		E	0.00	1.74	1.74	BIT	325	303	2.12	2.1		Reconstruction	RLo	20	\$522,037	1.798
1	32	S-	1467		N	0.00	0.35	0.35	BIT	324	83	2.45	0.1		Rehabilitation	RLo	26	\$113,714	1.930
1	32	S-	1478		E	0.00	0.58	0.58	BIT	325	120	2.46	1.3		Rehabilitation	RLo	20	\$144,954	1.934
1	32	S-	1481		N	0.00	0.47	0.47	BIT	374	110	2.02	6.7		Reconstruction	RLo	20	\$141,010	1.658
1	32	S-	1482		E	0.00	0.22	0.22	BIT	362	248	2.51	0.0		Rehabilitation	RLo	20	\$54,982	1.954
1	32	S-	1483		N	0.00	0.07	0.07	BIT	369	55	2.14	0.0		Reconstruction	RLo	20	\$21,001	1.806
1	32	S-	1484		E	0.24	0.34	0.10	BIT	353	83	2.69	8.7		Rehabilitation	RLo	26	\$32,490	1.826
1	32	S-	1484		E	0.00	0.24	0.24	BIT	333	83	2.64	4.3		Rehabilitation	RLo	20	\$59,981	1.906
1	32	S-	1485		N	0.00	0.16	0.16	BIT	400	55	2.09	2.9		Reconstruction	RLo	20	\$48,003	1.786
1	32	S-	1486		E	0.00	0.18	0.18	BIT	369	55	2.47	0.0		Rehabilitation	RLo	20	\$44,986	1.938
1	32	S-	1493		N	0.39	0.66	0.27	BIT	400	165	2.26	2.1		Rehabilitation	UL	26	\$87,722	1.904
1	32	S-	1493		N	0.00	0.39	0.39	BIT	388	165	2.29	1.8		Rehabilitation	UL	20	\$97,469	1.916
1	32	S-	1496		E	0.00	0.18	0.18	BIT	365	138	2.66	0.1		Rehabilitation	UL	23	\$51,733	2.064
1	32	S-	1497		N	1.11	1.54	0.43	BIT	332	126	2.49	0.7		Rehabilitation	RLo	20	\$107,466	1.946
1	32	S-	1498		E	0.00	0.49	0.49	BIT	330	126	2.44	0.1		Rehabilitation	RLo	20	\$122,461	1.926
1	32	S-	1500		E	0.00	0.36	0.36	BIT	344	850	2.60	0.0		Rehabilitation	UL	24	\$107,965	2.040
1	32	S-	1501		N	0.00	0.13	0.13	BIT	395	55	2.33	0.1		Rehabilitation	UL	20	\$32,490	1.932
1	32	S-	1503		N	0.00	0.03	0.03	BIT	336	138	2.76	0.0		Rehabilitation	UL	26	\$9,747	2.104
1	32	S-	1505		N	0.00	0.26	0.26	BIT	384	250	1.79	1.6		Reconstruction	UL	26	\$101,407	1.716
1	32	S-	1506		E	0.00	0.20	0.20	BIT	325	925	2.49	0.4		Rehabilitation	UL	25	\$62,730	1.996
1	32	S-	1507		N	0.00	0.23	0.23	BIT	276	440	2.73	4.5		Rehabilitation	RLo	20	\$57,482	2.092
1	32	S-	1509		N	0.00	0.15	0.15	BIT	400	55	2.53	0.0		Rehabilitation	RLo	18	\$33,739	1.962
1	32	S-	1512		E	0.00	0.24	0.24	BIT	363	110	2.44	0.0		Rehabilitation	RLo	26	\$77,975	1.926
1	32	S-	1513		N	0.59	0.90	0.31	BIT	400	220	1.09	1.8		Reconstruction	RLo	23	\$106,028	1.386
1	32	S-	1513		N	0.12	0.59	0.47	BIT	386	220	1.90	0.8		Reconstruction	RLo	23	\$162,162	1.710
1	32	S-	1513		N	0.00	0.12	0.12	BIT	396	220	2.01	0.0		Reconstruction	RLo	20	\$36,003	1.754

Lexington County

6/19/2008

																	2008		Estimated	
Dis	Cty	Rt Type	Rt Num	Aux	Dir	From	To	Length	Pave Type	IRI	ADT	Predicted PQL	% Total Patching	Treat Year	Treat Type	func	width	Cost	Score	
1	32	S-	1518		E	0.00	0.13	0.13	BIT	400	126	2.24	1.3		Rehabilitation	RLo	20	\$32,490	1.846	
1	32	S-	1520		E	0.00	0.86	0.86	BIT	368	126	2.49	1.4		Rehabilitation	RLo	20	\$214,931	1.946	
1	32	S-	1525		N	0.00	0.33	0.33	BIT	400	138	2.05	1.5		Reconstruction	UL	26	\$128,709	1.820	
1	32	S-	1530		E	0.19	0.55	0.36	BIT	340	220	2.49	0.1		Rehabilitation	UL	26	\$116,963	1.996	
1	32	S-	1533		N	0.00	0.17	0.17	BIT	368	55	2.43	2.9		Rehabilitation	UL	26	\$55,232	1.972	
1	32	S-	1535		N	0.00	0.54	0.54	BIT	387	1050	2.18	12.3		Reconstruction	UL	26	\$210,615	1.572	
1	32	S-	1536		E	0.00	0.18	0.18	BIT	395	2090	1.98	4.9		Reconstruction	UL	23	\$62,914	1.542	
1	32	S-	1539		N	0.00	1.10	1.10	BIT	307	209	2.43	0.6		Rehabilitation	RLo	23	\$309,276	1.922	
1	32	S-	1541		N	0.00	0.23	0.23	BIT	379	126	2.49	0.0		Rehabilitation	RLo	33	\$95,707	1.946	
1	32	S-	1543		N	0.00	0.13	0.13	BIT	376	1210	2.39	0.0		Rehabilitation	RLo	22	\$35,739	1.906	
1	32	S-	1549		N	0.00	0.10	0.10	BIT	335	990	2.40	0.6		Rehabilitation	RLo	23	\$28,741	1.910	
1	32	S-	1551		N	0.00	0.25	0.25	BIT	345	4875	2.91	0.0		Rehabilitation	UL	28	\$87,472	1.864	
1	32	S-	1553		N	0.00	0.06	0.06	BIT	400	2750	2.40	0.0		Rehabilitation	UL	33	\$24,742	1.660	
1	32	S-	1554		E	0.00	0.16	0.16	BIT	400	125	2.22	3.6		Rehabilitation	UL	26	\$51,983	1.788	
1	32	S-	1555		N	0.00	0.15	0.15	BIT	400	225	2.75	5.0		Rehabilitation	UL	24	\$44,986	2.000	
1	32	S-	1556		E	0.00	0.37	0.37	BIT	400	150	2.60	6.6		Rehabilitation	UL	24	\$110,964	1.940	
1	32	S-	1557		N	0.00	0.22	0.22	BIT	400	388	2.44	1.3		Rehabilitation	UL	24	\$65,704	1.976	
1	32	S-	1558		E	0.00	0.28	0.28	BIT	370	175	2.75	5.7		Rehabilitation	UL	24	\$83,973	2.000	
1	32	S-	1560		E	0.00	0.18	0.18	BIT	399	546	2.40	1.6		Rehabilitation	UL	24	\$53,983	1.960	
1	32	S-	1561		N	0.00	0.28	0.28	BIT	367	1760	2.30	2.5		Rehabilitation	UL	32	\$112,314	1.770	
1	32	S-	1562		E	0.00	0.28	0.28	BIT	391	1045	2.35	6.6		Rehabilitation	UL	24	\$83,973	1.840	
1	32	S-	1563		N	0.00	0.29	0.29	BIT	382	110	2.37	0.6		Rehabilitation	UL	26	\$94,220	1.948	
1	32	S-	1564		E	0.00	0.11	0.11	BIT	400	165	2.24	2.7		Rehabilitation	UL	23	\$31,615	1.896	
1	32	S-	1565		N	0.00	0.11	0.11	BIT	367	1375	2.28	0.4		Rehabilitation	UL	42	\$57,732	1.912	
1	32	S-	1565		N	0.11	0.22	0.11	BIT	381	1375	2.48	1.3		Rehabilitation	UL	26	\$35,739	1.992	
1	32	S-	1565		N	0.22	0.38	0.16	BIT	400	1375	2.58	1.4		Rehabilitation	UL	24	\$47,985	2.032	
1	32	S-	1566		E	0.00	0.95	0.95	BIT	363	220	2.40	0.2		Rehabilitation	UL	24	\$284,909	1.960	
1	32	S-	1567		N	0.00	0.06	0.06	BIT	400	1760	2.61	0.0		Rehabilitation	UL	26	\$19,494	1.894	
1	32	S-	1569		N	0.00	0.12	0.12	BIT	391	138	2.34	0.0		Rehabilitation	UL	26	\$38,988	1.936	
1	32	S-	1570		E	0.00	0.15	0.15	BIT	384	125	1.94	12.3		Reconstruction	UL	20	\$45,003	1.476	
1	32	S-	1574		E	0.00	0.20	0.20	BIT	350	138	2.45	0.5		Rehabilitation	UL	23	\$57,482	1.980	
1	32	S-	1576		E	0.00	0.19	0.19	BIT	340	138	2.69	0.4		Rehabilitation	UL	26	\$61,730	2.076	
1	32	S-	1580		E	0.00	0.48	0.48	BIT	314	131	2.64	0.8		Rehabilitation	UL	28	\$167,946	2.006	
1	32	S-	1583		N	0.00	0.08	0.08	BIT	400	55	2.32	0.3		Rehabilitation	RLo	20	\$19,994	1.878	
1	32	S-	1586		E	0.00	0.36	0.36	BIT	400	138	2.22	2.1		Rehabilitation	UL	26	\$116,963	1.888	
1	32	S-	1586		E	0.36	0.91	0.55	BIT	356	138	2.22	2.2		Rehabilitation	UL	28	\$192,438	1.888	
1	32	S-	1586		E	0.91	1.14	0.23	BIT	392	138	2.24	1.8		Rehabilitation	UL	26	\$74,726	1.896	
1	32	S-	1590		E	0.00	0.06	0.06	BIT	374	138	2.08	0.0		Reconstruction	UL	26	\$23,402	1.832	

Lexington County

6/19/2008

Dis	Cty	Rt Type	Rt Num	Aux	Dir	From	To	Length	Pave Type	IRI	ADT	2008		Treat Year	Treat Type	func	width	Estimated	
												Predicted PQL	% Total Patching					Cost	Score
1	32	S-	1591	N	0.00	0.17	0.17	0.17	BIT	365	55	2.56	0.0		Rehabilitation	UL	26	\$55,232	2.024
1	32	S-	1592	E	0.00	0.21	0.21	0.21	BIT	351	55	2.58	0.0		Rehabilitation	UL	26	\$68,228	2.032
1	32	S-	1594	E	0.00	0.20	0.20	0.20	BIT	400	240	2.17	2.1		Reconstruction	UL	22	\$67,205	1.868
1	32	S-	1595	N	0.00	0.10	0.10	0.10	BIT	400	138	2.67	0.9		Rehabilitation	UL	26	\$32,490	2.068
1	32	S-	1596	E	0.00	0.22	0.22	0.22	BIT	362	150	2.34	3.4		Rehabilitation	UL	26	\$71,477	1.836
1	32	S-	1597	N	0.00	0.17	0.17	0.17	BIT	349	138	2.59	0.4		Rehabilitation	UL	26	\$55,232	2.036
1	32	S-	1600	E	0.00	0.07	0.07	0.07	BIT	393	138	2.61	0.0		Rehabilitation	UL	26	\$22,743	2.044
1	32	S-	1601	N	0.00	0.07	0.07	0.07	BIT	283	138	1.97	0.0		Reconstruction	UL	26	\$27,302	1.938
1	32	S-	1603	N	0.00	0.19	0.19	0.19	BIT	324	126	2.63	1.3		Rehabilitation	RLo	25	\$59,593	2.002
1	32	S-	1604	E	0.00	0.28	0.28	0.28	BIT	300	138	2.42	0.0		Rehabilitation	RLo	23	\$81,174	2.068
1	32	S-	1611	N	0.00	0.07	0.07	0.07	BIT	319	138	2.34	0.0		Rehabilitation	UL	26	\$22,743	1.936
1	32	S-	1623	N	0.00	1.29	1.29	1.29	BIT	281	1024	2.55	16.4		Rehabilitation	RLo	30	\$483,595	1.820
1	32	S-	1624	E	0.00	0.92	0.92	0.92	BIT	376	138	2.64	0.5		Rehabilitation	UL	26	\$298,904	2.056
1	32	S-	1625	N	0.00	0.35	0.35	0.35	BIT	393	1250	2.26	0.7		Rehabilitation	UL	27	\$117,212	1.904
1	32	S-	1630	E	0.00	0.21	0.21	0.21	BIT	320	138	2.66	12.5		Rehabilitation	UL	16	\$41,987	1.764
1	32	S-	1633	N	0.00	0.30	0.30	0.30	BIT	310	138	2.39	0.0		Rehabilitation	UL	26	\$97,469	1.956
1	32	S-	1640	E	0.00	0.38	0.38	0.38	BIT	293	605	2.41	0.1		Rehabilitation	RLo	20	\$94,970	2.064
1	32	S-	1642	E	0.00	0.30	0.30	0.30	BIT	352	193	2.30	0.2		Rehabilitation	RLo	26	\$97,469	1.870
1	32	S-	1644	E	0.00	0.18	0.18	0.18	BIT	383	83	1.79	0.0		Reconstruction	RLo	26	\$70,205	1.666
1	32	S-	1648	E	0.00	0.59	0.59	0.59	BIT	370	1375	2.66	4.4		Rehabilitation	UL	27	\$199,061	1.964
1	32	S-	1650	E	0.00	0.21	0.21	0.21	BIT	329	288	2.76	3.5		Rehabilitation	UL	35	\$91,846	2.004
1	32	S-	1654	E	0.00	0.41	0.41	0.41	BIT	351	990	2.04	3.0		Reconstruction	UL	26	\$159,911	1.716
1	32	S-	1658	E	0.00	0.46	0.46	0.46	BIT	343	715	2.40	0.8		Rehabilitation	UL	34	\$195,437	1.960
1	32	S-	1659	N	0.00	0.38	0.38	0.38	BIT	392	825	2.51	4.3		Rehabilitation	UL	24	\$113,964	1.904
1	32	S-	1665	N	0.00	0.15	0.15	0.15	BIT	318	126	2.30	0.0		Rehabilitation	RLo	22	\$41,237	1.870
1	32	S-	1666	E	0.00	0.24	0.24	0.24	BIT	399	126	2.54	0.0		Rehabilitation	RLo	20	\$59,981	1.966
1	32	S-	1668	E	0.00	0.06	0.06	0.06	BIT	400	220	2.49	0.0		Rehabilitation	UL	22	\$16,495	1.996
1	32	S-	1669	N	0.00	0.07	0.07	0.07	BIT	400	165	2.58	0.0		Rehabilitation	UL	27	\$23,617	2.032
1	32	S-	1673	N	0.00	0.54	0.54	0.54	BIT	400	1450	2.17	0.8		Reconstruction	UL	27	\$215,475	1.868
1	32	S-	1675	N	0.00	0.32	0.32	0.32	BIT	390	138	2.56	0.1		Rehabilitation	UL	23	\$91,971	2.024
1	32	S-	1676	E	0.10	0.36	0.26	0.26	BIT	309	7250	2.83	2.2		Rehabilitation	UL	29	\$93,245	1.682
1	32	S-	1680	E	0.00	0.12	0.12	0.12	BIT	367	375	2.76	0.3		Rehabilitation	UL	22	\$32,989	2.104
1	32	S-	1682	E	0.00	0.16	0.16	0.16	BIT	360	131	2.64	8.4		Rehabilitation	UL	22	\$43,986	1.856
1	32	S-	1688	E	0.00	0.99	0.99	0.99	BIT	305	660	2.64	0.3		Rehabilitation	RLo	32	\$395,873	2.006
1	32	S-	1689	N	0.00	0.77	0.77	0.77	BIT	328	303	2.21	0.1		Rehabilitation	RLo	32	\$307,901	1.834
1	32	S-	1690	E	0.00	0.22	0.22	0.22	BIT	303	55	2.76	0.0		Rehabilitation	RLo	32	\$87,972	2.054
1	32	S-	1691	N	0.00	0.19	0.19	0.19	BIT	363	55	2.55	0.0		Rehabilitation	RLo	32	\$75,976	1.970
1	32	S-	1694	E	0.00	0.08	0.08	0.08	BIT	400	55	2.72	3.2		Rehabilitation	UL	26	\$25,992	1.988

Lexington County

6/19/2008

Dis	Cty	Rt Type	Rt Num	Aux	Dir	From	To	Length	Pave		2008		Treat Year	Treat Type	func	width	Estimated	
									Type	IRI	Predicted PQL	% Total Patching					Cost	Score
1	32	S-	1697		N	0.00	0.30	0.30	BIT	342	550	2.69	1.1	Rehabilitation	RLo	23	\$87,347	2.026
1	32	S-	1698		E	0.00	0.09	0.09	BIT	359	131	2.67	2.4	Rehabilitation	UL	20	\$22,493	2.068
1	32	S-	1699		N	0.00	0.09	0.09	BIT	371	126	2.46	0.0	Rehabilitation	RLo	26	\$29,241	1.934
1	32	S-	1700		E	0.00	0.12	0.12	BIT	400	385	2.30	0.1	Rehabilitation	UL	26	\$38,988	1.920
1	32	S-	1701		N	0.00	0.33	0.33	BIT	400	193	2.41	5.4	Rehabilitation	UL	26	\$107,216	1.864
1	32	S-	1703		N	0.00	0.25	0.25	BIT	393	165	2.14	4.2	Reconstruction	UL	26	\$97,507	1.756
1	32	S-	1704		E	0.00	0.24	0.24	BIT	352	220	2.14	7.2	Reconstruction	UL	26	\$93,607	1.656
1	32	S-	1706		E	0.00	0.10	0.10	BIT	400	131	2.54	0.0	Rehabilitation	UL	20	\$24,992	2.016
1	32	S-	1707		N	0.00	0.40	0.40	BIT	315	138	2.58	0.3	Rehabilitation	UL	31	\$153,951	2.032
1	32	S-	1710		E	0.32	0.55	0.23	BIT	350	440	2.38	0.4	Rehabilitation	RLo	28	\$80,474	1.902
1	32	S-	1710		E	0.00	0.32	0.32	BIT	284	440	2.41	0.1	Rehabilitation	RLo	22	\$87,972	2.064
1	32	S-	1716		E	0.00	0.24	0.24	BIT	328	83	2.62	0.2	Rehabilitation	RLo	28	\$83,973	1.998
1	32	S-	1726		E	0.00	0.14	0.14	BIT	400	131	2.64	0.1	Rehabilitation	UL	28	\$48,984	2.056
1	32	S-	1727		N	0.00	0.28	0.28	BIT	359	165	2.49	0.0	Rehabilitation	UL	22	\$76,975	1.996
1	32	S-	1727		N	0.28	0.52	0.24	BIT	335	165	2.62	0.0	Rehabilitation	UL	28	\$83,973	2.048
1	32	S-	1727		N	0.52	0.69	0.17	BIT	300	165	2.74	0.0	Rehabilitation	UL	22	\$46,735	2.096
1	32	S-	1728		E	0.00	0.22	0.22	BIT	397	126	2.66	1.9	Rehabilitation	RLo	22	\$60,481	2.014
1	32	S-	1738		E	1.11	1.26	0.15	BIT	341	540	2.78	0.1	Rehabilitation	RLo	22	\$41,237	2.062
1	32	S-	1743		N	0.00	0.45	0.45	BIT	364	330	2.03	3.1	Reconstruction	UL	23	\$155,936	1.712
1	32	S-	1745		N	0.00	0.15	0.15	BIT	400	131	2.35	2.2	Rehabilitation	UL	25	\$46,860	1.940
1	32	S-	1746		E	0.00	0.05	0.05	BIT	400	138	2.66	1.9	Rehabilitation	UL	24	\$14,995	2.064
1	32	S-	1747		N	0.00	0.04	0.04	BIT	400	138	2.69	0.0	Rehabilitation	UL	24	\$11,996	2.076
1	32	S-	1748		E	0.00	0.03	0.03	BIT	400	138	2.47	0.8	Rehabilitation	UL	24	\$8,997	1.988
1	32	S-	1749		N	0.00	0.05	0.05	BIT	400	138	2.47	0.0	Rehabilitation	UL	24	\$14,995	1.988
1	32	S-	1752		E	0.00	0.03	0.03	BIT	400	138	2.64	2.4	Rehabilitation	UL	24	\$8,997	2.056
1	32	S-	1753		N	0.00	0.43	0.43	BIT	399	110	2.60	0.0	Rehabilitation	RLo	14	\$75,226	1.990
1	32	S-	1759		N	0.00	0.51	0.51	BIT	313	660	2.81	0.6	Rehabilitation	RLo	28	\$178,443	2.074
1	32	S-	1760		E	0.00	1.14	1.14	BIT	309	2500	2.53	13.5	Rehabilitation	UL	28	\$398,872	1.562
1	32	S-	1770		E	0.00	0.27	0.27	BIT	326	138	2.63	0.0	Rehabilitation	RLo	28	\$94,470	2.002
1	32	S-	1771		N	0.00	0.25	0.25	BIT	361	220	2.42	0.0	Rehabilitation	UL	23	\$71,852	1.968
1	32	S-	1771		N	0.35	0.56	0.21	BIT	341	131	2.61	0.0	Rehabilitation	UL	23	\$59,568	2.044
1	32	S-	1772		E	0.00	0.13	0.13	BIT	370	110	2.74	0.0	Rehabilitation	UL	26	\$42,236	2.096
1	32	S-	1774		E	0.00	0.16	0.16	BIT	389	110	1.84	36.6	Reconstruction	RLo	22	\$52,804	1.286
1	32	S-	1776		E	0.00	0.26	0.26	BIT	360	138	2.75	0.6	Rehabilitation	UL	28	\$90,971	2.100
1	32	S-	1778		E	0.00	0.75	0.75	BIT	363	990	2.42	0.3	Rehabilitation	RLo	22	\$206,184	1.868
1	32	S-	1781		N	0.00	0.06	0.06	BIT	400	138	2.70	5.6	Rehabilitation	UL	22	\$16,495	1.980
1	32	S-	1782		E	0.00	0.58	0.58	BIT	347	83	2.52	0.0	Rehabilitation	RLo	22	\$159,449	1.958
1	32	S-	1786		E	0.00	0.13	0.13	BIT	400	126	2.50	0.0	Rehabilitation	RLo	28	\$45,485	1.950

Lexington County

6/19/2008

Dis	Cty	Rt Type	Rt Num	Aux	Dir	From	To	Length	Pave Type	IRI	ADT	2008		Treat Year	Treat Type	func	width	Estimated	
												Predicted PQL	% Total Patching					Cost	Score
1	32	S-	1790		E	0.00	0.36	0.36	BIT	387	126	2.37	1.3		Rehabilitation	RLo	28	\$125,960	1.898
1	32	S-	1795		N	0.00	0.51	0.51	BIT	364	126	2.68	0.0		Rehabilitation	RLo	20	\$127,459	2.022
1	32	S-	1797		N	0.00	0.50	0.50	BIT	345	55	2.59	0.1		Rehabilitation	UL	20	\$124,960	2.036
1	32	S-	1798		E	0.76	0.89	0.13	BIT	400	131	2.72	0.0		Rehabilitation	UL	20	\$32,490	2.088
1	32	S-	1800		E	0.00	0.18	0.18	BIT	400	55	2.08	0.0		Reconstruction	UL	20	\$54,004	1.832
1	32	S-	1801		N	0.00	0.10	0.10	BIT	400	770	2.70	0.0		Rehabilitation	UL	26	\$32,490	2.080
1	32	S-	1802		E	0.00	0.10	0.10	BIT	400	495	2.67	0.3		Rehabilitation	UL	20	\$24,992	2.068
1	32	S-	1803		N	0.00	0.35	0.35	BIT	397	138	1.72	16.2		Reconstruction	UL	22	\$115,508	1.388
1	32	S-	1804		E	0.00	0.10	0.10	BIT	400	138	2.46	2.1		Rehabilitation	UL	20	\$24,992	1.984
1	32	S-	1805		N	0.00	0.18	0.18	BIT	396	138	1.95	0.0		Reconstruction	UL	22	\$59,404	1.780
1	32	S-	1808		E	0.00	0.35	0.35	BIT	318	138	2.49	0.5		Rehabilitation	UL	20	\$87,472	1.996
1	32	S-	1811		N	0.00	0.59	0.59	BIT	223	3750	1.89	0.1		Reconstruction	UL	24	\$212,415	1.756
1	32	S-	1813		N	0.00	1.01	1.01	BIT	233	5250	2.55	0.3		Rehabilitation	UL	24	\$302,903	1.870
1	32	S-	1814		E	0.42	0.80	0.38	BIT	349	2375	1.52	7.3		Reconstruction	UL	26	\$148,211	1.258
1	32	S-	1814		E	0.00	0.42	0.42	BIT	282	2375	2.82	5.8		Rehabilitation	UL	22	\$115,463	2.028
1	32	S-	1828		E	0.05	0.18	0.13	BIT	400	220	2.50	3.1		Rehabilitation	UL	20	\$32,490	1.900
1	32	S-	1829		N	0.00	0.35	0.35	BIT	362	131	2.74	0.1		Rehabilitation	UL	22	\$96,219	2.096
1	32	S-	1831		N	0.00	0.36	0.36	BIT	359	1100	2.57	0.0		Rehabilitation	UL	22	\$98,968	2.028
1	32	S-	1835		N	0.57	1.58	1.01	BIT	275	2420	2.37	10.4		Rehabilitation	UL	22	\$277,661	1.648
1	32	S-	1837		N	0.00	1.02	1.02	BIT	314	108	1.70	2.2		Reconstruction	RLo	20	\$306,022	1.630
1	32	S-	1838		E	0.00	0.35	0.35	BIT	305	126	2.66	0.0		Rehabilitation	RLo	20	\$87,472	2.014
1	32	S-	1845		N	0.00	0.30	0.30	BIT	375	163	2.49	0.0		Rehabilitation	UL	28	\$104,966	1.996
1	32	S-	1850		E	0.00	0.09	0.09	BIT	371	55	2.15	1.6		Reconstruction	UL	26	\$35,102	1.860
1	32	S-	1853		N	0.00	0.76	0.76	BIT	376	550	2.16	7.3	2009	Reconstruction	RLo	20	\$228,016	1.564
1	32	S-	1853	SPR	N	0.00	0.44	0.44	BIT	392	130	2.56	4.9	2009	Rehabilitation	RLo	20	\$109,965	1.824
1	32	S-	1854		E	0.00	0.40	0.40	BIT	389	4875	2.56	1.7		Rehabilitation	UL	26	\$129,958	1.724
1	32	S-	1854		E	0.40	0.55	0.15	BIT	366	4875	2.62	0.0		Rehabilitation	UL	24	\$44,986	1.748
1	32	S-	1855		N	0.00	0.25	0.25	BIT	387	204	2.50	0.1		Rehabilitation	RLo	20	\$62,480	1.950
1	32	S-	1859		N	0.00	0.53	0.53	BIT	400	220	2.47	0.0		Rehabilitation	RLo	28	\$185,441	1.938
1	32	S-	1864		E	0.00	0.47	0.47	BIT	331	83	2.60	0.0		Rehabilitation	UL	22	\$129,209	2.040
1	32	S-	1866		E	0.00	0.25	0.25	BIT	365	550	2.47	0.8		Rehabilitation	UL	28	\$87,472	1.988
1	32	S-	1874		E	0.00	0.13	0.13	BIT	316	55	2.49	0.0		Rehabilitation	RLo	28	\$45,485	1.946
1	32	S-	1875		N	0.00	0.08	0.08	BIT	316	55	2.38	0.0		Rehabilitation	RLo	28	\$27,991	1.902
1	32	S-	1877		N	0.00	0.54	0.54	BIT	347	126	2.35	0.0		Rehabilitation	RLo	21	\$140,355	1.890
1	32	S-	1880		E	0.00	0.23	0.23	BIT	351	138	2.86	0.0		Rehabilitation	RLo	28	\$80,474	2.094
1	32	S-	1881		N	0.00	0.90	0.90	BIT	348	126	2.69	0.0		Rehabilitation	RLo	22	\$247,421	2.026
1	32	S-	1885		N	0.00	0.35	0.35	BIT	340	83	2.65	0.0		Rehabilitation	UL	28	\$122,461	2.060
1	32	S-	1886		E	0.00	0.42	0.42	BIT	321	1210	2.54	0.0		Rehabilitation	UL	22	\$115,463	2.016



COUNTY OF LEXINGTON
PUBLIC WORKS DEPARTMENT
ENGINEERING

MEMORANDUM

DATE: July 9, 2008

TO: Katherine Hubbard
County Administrator

FROM: John Fechtcl, Public Works Director
Assistant County Administrator

RE: Taylor Road / City of Cayce Request

If the County were to pave the approximately 2,200 linear feet of Taylor Road (see Exhibit "A"), we would build a two-lane, twenty-two foot wide pavement section that would have storm drainage on the first 600' (40' right-of-way) with a typical ditch section. We estimate this would cost about \$275,000, not including engineering. The developer has submitted plans for this section of road that includes curb and gutter, sidewalks, turn lanes, etc. at an estimated cost of over \$600,000.

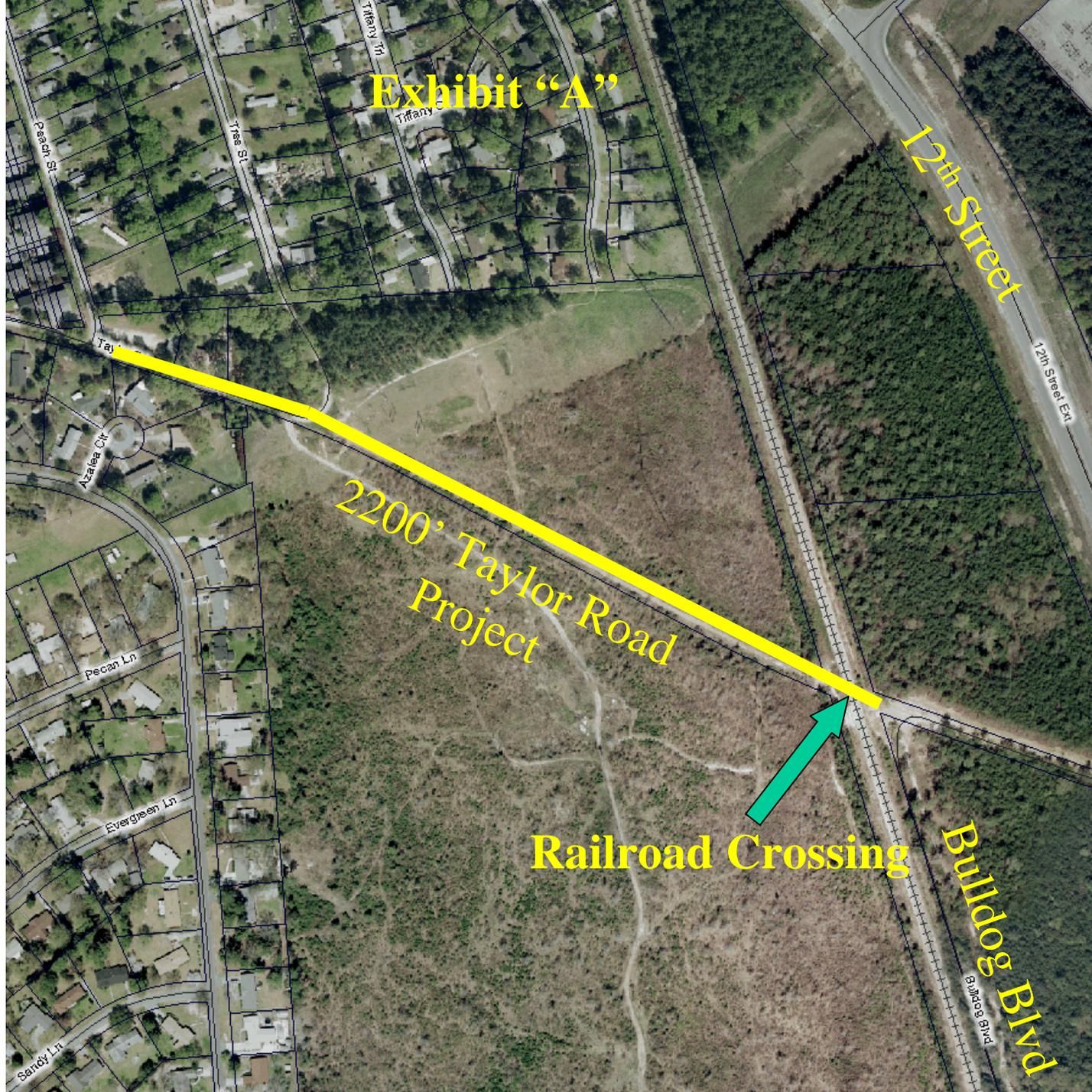
We feel this is a worthwhile project from several standpoints. From this section of road back to State Street three railroad crossings are going to be closed. The addition of this crossing will enhance the connectivity of the Edenwood area of Cayce to the 12th Street Extension (Exhibit "B").

Right across the railroad tracks is a large school at the end of Bulldog Lane. This school only has one access at this point, which is Taylor Road / 12th Street. The proposed paving of this road should reduce time and travel costs for school buses and parents, plus provide an additional access to the school for public safety vehicles.

Also SCE&G has a large complex just across 12th Street and this would allow vehicles to and from this facility to have a shorter drive to certain areas of Cayce and also (the same as the school) have another access for emergency vehicles.

Based on the above, we recommend County Council approve \$91,667 (one-third) of our \$275,000 cost estimate for a standard two-lane road construction. We had \$250,000 budgeted for "Project Frame" a few years back and we used \$121,457 for a one-third share of the Taylor Road railroad crossing. The \$91,667 could be taken from the \$128,543 balance.

Exhibit "A"



**2200' Taylor Road
Project**

Railroad Crossing

12th Street

Bulldog Blvd

Pecan St

Tress St

Tiffany Ln

Tay

Azalea Ct

Pecan Ln

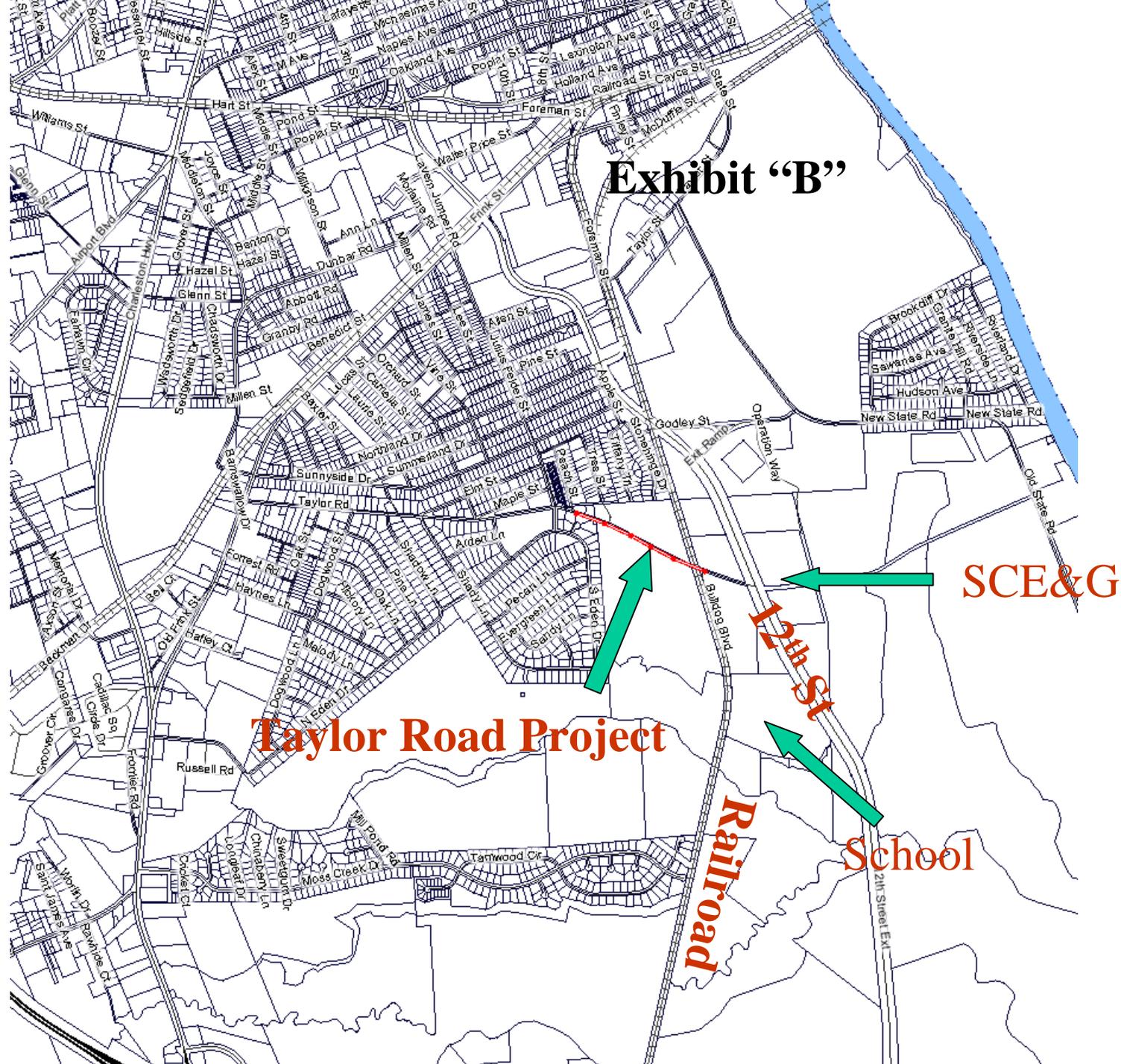
Evergreen Ln

Sandy Ln

12th Street Ext

Bulldog Blvd

Exhibit "B"



Taylor Road Project

Railroad

SCE&G

12th St

School



COUNTY OF LEXINGTON
PUBLIC WORKS DEPARTMENT
ENGINEERING

MEMORANDUM

DATE: July 9, 2008

TO: Katherine Hubbard
County Administrator

FROM: John Fechtel, Public Works Director 
Assistant County Administrator

RE: Town of Irmo Request – "C" Funds

Attached is a request from the Town of Irmo for the construction of curb and sidewalks on Carlisle Street adjacent to the Irmo Town Park. The Town of Irmo has a SCDOT grant of \$145,000 and their 20% match is \$57,000.00. It has been the County's policy in the past to fund a town or city's 20% local match on these type of SCDOT Enhancement Grants

We recommend County Council approve Irmo's request for \$57,000 in "C" Funds. Funds are available in our "C" Fund Special Projects account (2700-121302-539900, unclassified).



May 13, 2008

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

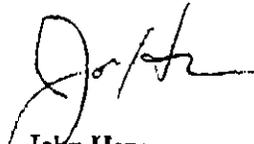
Re: Request for Special Project "C" Funds

Dear Mr. Fechtel,

The Town of Irmo is requesting Special Project C-Funds in the amount of \$57,000.00 to offset our match of current SAFETEA-LU project ENH 21-08. This project consists of construction of curb and sidewalk adjacent to the Irmo Town Park along Carlisle Street. Total project cost is \$202,000.00 with SCDOT paying \$145,000.00.

Thank you for your assistance and if you have any questions or require more specific information, please contact Bob Brown or me at (803) 781-7050.

Sincerely,


John Hanson
Town Administrator

John,
Bid was awarded to AOS 2 weeks ago and they
plan on starting sometime next week. We would greatly
appreciate your assistance in quickly moving this request through
The Lex-Co Council. Thanks,




COUNTY OF LEXINGTON
PUBLIC WORKS DEPARTMENT
ENGINEERING

MEMORANDUM

DATE: July 9, 2008

TO: Katherine Hubbard
County Administrator

FROM: John Fechtel, Public Works Director
Assistant County Administrator 

RE: Road Maintenance Fee Discussion

At the last Public Works Committee meeting, Council requested an update as to what counties charged a road maintenance fee and how much the fee was. Exhibit "A" reflects this information. According to Exhibit "A" (furnished by the South Carolina Association of Counties (SCAC)), 25 of the 46 counties have such a fee and it ranges from \$8.00 to \$35.00 per vehicle. Several of the counties have increased their fee as noted by us in the comments section.

If Lexington County imposed a \$25.00 per vehicle fee (excluding automobile owners 65 or older), we anticipate annual revenue of approximately \$5,000,000. Presently we receive about \$3,980,000 in "C" Funds. For the purposes of discussion, we have submitted a "tentative" proposed combined budget of "C" Funds and Road Maintenance Fees (Exhibit "B"). This "budget" is for discussion only and is presented to show County Council some areas in which the funds could be spent.

EXHIBIT "A"

Updated April 14, 2008

IMPOSITION OF A ROAD MAINTENANCE FEE

Results:

25 of the 46 counties impose a road maintenance fee; 21 do not. This fee ranges from \$8.00 per vehicle in Laurens Counties to \$35.00 per vehicle in Orangeburg County. The median fee is \$15.00.

County	Fee	Date Imposed	Comments
Abbeville	\$11.00	1979	
Aiken	\$15.00	1/93	
Allendale	No		
Anderson	No		
Bamberg	No		
Barnwell	No		
Beaufort	\$10.00	n/a	This fee is included on the tax bill for all registered vehicles in the county.
Berkeley	No		
Calhoun	No		
Charleston	No		
Cherokee	No		
Chester	No		
Chesterfield	\$10.00	6/85	
Clarendon	\$25.00	10-15 yrs.	
Colleton	\$25.00		
Darlington	\$30.00		
Dillon	\$25.00	Pre 1991	
Dorchester	No		Being considered
Edgefield	\$10.00	7/1/01	Ordinance sunsets the fee after three years.
Fairfield	No		
Florence	\$30.00	7/90	
Georgetown	\$15.00	2001	
Greenville	\$15.00	1993	
Greenwood	\$16.00	1993	We share a portion of the revenue with our municipalities.
Hampton	No		

County	Fee	Date Imposed	Comments
Horry	\$15.00	6/87	Fee has been increased to \$30.00.
Jasper	No		
Kershaw	\$20.00	1992	
Lancaster	\$15.00	Pre 1991	We share a portion of the revenue with our municipalities.
Laurens	\$8.00	1996	
Lee	No		
Lexington	No		
Marion	\$15.00	Pre 1991	
Marlboro	\$28.00	Pre 1991	
McCormick	No		
Newberry	No		
Oconee	No		
Orangeburg	\$35.00	1984	Increased from \$25.00 to \$35.00 in FY 2003.
Pickens	\$20.00	7/1/01	Pay annually to each municipality, on a pro rata basis by population, a proportionate amount set by council.
Richland	\$15.00	7/1/01	Fee has been increased to \$30.00
Saluda	No		
Spartanburg	\$25.00	7/1/05	Expect to generate \$5.6 million per year
Sumter	\$15.00	8/94	
Union	No		
Williamsburg	\$15.00	Pre 1991	
York	No		
TOTALS:	Median Fee: \$15.00		25 counties have a road maintenance fee; 21 counties do not.

Exhibit B

C-FUND / ROAD MAINTENANCE FEE PROPOSED BUDGET

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

Proposed 2008-2009 "C"-Fund and Road Maintenance Fee Budget			
Revenue		"C"-Fund	Road Maint. Fee
Public Works Road Maintenance Fee	\$ -	\$ 5,000,000.00	
SCDOT Proportionment	\$ 2,500,000.00		
Donor County Settlement	\$ 1,400,000.00		
Investment Interest	\$ 80,000.00		
Total Revenue	\$ 3,980,000.00	\$ 5,000,000.00	\$ 8,980,000.00
Budget			TOTAL
** Major Transportation Project(s) or Contingency	\$ 2,047,200.00		\$ 2,047,200.00
County Road Resurfacing		\$ 1,300,000.00	\$ 1,300,000.00
SCDOT Road Resurfacing (possible match)			\$ -
SCDOT Match	\$ 420,000.00		\$ 420,000.00
Road Paving	\$ 1,000,000.00	\$ 3,700,000.00	\$ 4,700,000.00
School Road Projects	\$ 75,000.00		\$ 75,000.00
Econ. Dev. Proj. (3%)	\$ 119,400.00		\$ 119,400.00
Spec. Proj. (8%) (includes \$50,000 for Munic.)	\$ 318,400.00		\$ 318,400.00
Contingency			\$ -
Total Budget	\$ 3,980,000.00	\$ 5,000,000.00	\$ 8,980,000.00

** To be determined once a project is approved.

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

STATE OF SOUTH CAROLINA)
)
COUNTY OF LEXINGTON)

EASEMENT TERMINATION

FOR VALUE RECEIVED, the County of Lexington does hereby terminate, cancel, and quitclaim to Northwood Baptist Church of Lexington, Inc., all its right, title and interest in and to that certain Right of Way Easement from Willie T. Lever (predecessor in title to Northwood Baptist Church of Lexington, Inc.) to Lexington County dated October 21, 1966, and recorded in the Office of the Register of Deeds for Lexington County in Deed Book 16E at page 403, to have and to hold all and singular the premises before mentioned unto Northwood Baptist Church of Lexington, Inc., its successors and assigns forever.

Date: July ____, 2008

WITNESSES:

COUNTY OF LEXINGTON (SEAL)

By: _____
Its: _____

STATE OF SOUTH CAROLINA
COUNTY OF LEXINGTON

I, _____, a Notary Public for the State and County aforesaid, do hereby certify that _____ personally appeared before me this day and acknowledged that he is the _____ of the County of Lexington and that by authority duly given he executed the foregoing instrument on behalf of the County of Lexington, as its act and deed for the purposes stated in such instrument, and he is personally known to me.

Witness my hand and official seal, this the ____ day of July, 2008.

(Official Seal)

Notary Public for South Carolina

My commission expires: _____

Plat Book 165- V, Plat # 33 Page 19

Map No. 378
No. 378
5-27-78

FILED
MAY 3 2 20 PM '78
EVELYN FAYE KYZER
R.M.C.
LEXINGTON COUNTY, S.C.

M.F. Quant + Lebaum
313.9
1.1
N 53° 55' E
278.0

Scale 1" = 100'

Marf Jewel C. York

N 0° 40' E
530.3

4.24 Acres

4.24 Ac.

EXEMPT FROM THE
SUBDIVISION REGULATIONS
MAY 3 1978
Zeddy Service
Lexington Co. Planning Staff

516.50' E 40' Nw easement

Pamela S. Cromer

5.73° 00' W 420.6'
U.S. Hwy. No. 378



Recorded this 3rd day of May A.D. 1978

Plat of property of

William F. Roberts

located about 1.1 miles northeast of Lexington, in School District No. 1, Lexington County, S.C. Formerly a portion of the Willie T. Lever land.

Containing 4.24 Acres, ± Plat drawn April 19, 1978
Surveyed Nov. 1977 & April 1978

By: C. D. Coughman, Reg. Sur.
C. D. Coughman No. 260

Surface Measurements

Area by Planimeter

Plat Book 165- V, Plat # 33



COUNTY OF LEXINGTON
PUBLIC WORKS DEPARTMENT
STORMWATER DIVISION

MEMORANDUM

DATE: July 7, 2008
TO: Katherine Hubbard, County Administrator
FROM: Synithia Williams, Environmental Coordinator
RE: Early Action Compact Support Letter

Lexington County achieved its goal to improve air quality by December 2007 through participation in the Early Action Compact (EAC). The EAC process allowed the County to defer non-attainment status with the 1997 ground level ozone standard as long as it continued to meet goals aimed at improving air quality. In February 2008 the SC Department of Health and Environmental Control (DHEC) recognized Lexington County Council and praised the efforts of County staff for meeting this challenge.

In March 2008 the Environmental Protection Agency (EPA) lowered the ground level ozone standard from .08 parts per million (ppm) to .075 ppm. Currently EPA has not decided if it will allow the EAC process to be utilized for the tighter standard. The EAC process will allow the County to focus on local initiatives which improve air quality and increase public awareness, instead of focusing solely on implementation of federally mandated prescriptive measures (i.e. transportation conformity). Because of this, DHEC and other local governments, such as Greenville County, have written letters to EPA supporting the EAC process.

Lexington County Council should consider writing to EPA in support of the EAC process. Attached is a draft letter which highlights the goals the County achieved as part of the EAC for your review. DHEC was consulted concerning the measured air quality improvements in the Midlands.

It is requested that this letter be presented to the Public Works Committee for review and approval.

July 9, 2008

Mr. Stephen Johnson
USEPA Headquarters
Ariel Rios Building
1200 Pennsylvania Avenue, NW
Mail Code: 1101A
Washington, DC 20460

RE: *Early Action Compact*

Dear Mr. Johnson:

Lexington County appreciates and commends the US Environmental Protection Agency (EPA) for allowing local governments to have the opportunity of participating in the Early Action Compact (EAC) process for the 1997 8-hour Ozone National Ambient Air Quality Standard. By participating in the EAC process, Lexington County was able to form partnerships with other stakeholders in the Central Midlands of South Carolina and develop strategies aimed at improving air quality. We strongly encourage EPA to consider a similar process for the 2008 8-hour ozone standard in order to continue the advantageous impacts of this process.

Lexington County was designated as “non-attainment” for ground level ozone for not meeting the 1997 air quality standards. The County entered into an EAC with the EPA and the South Carolina Department of Health and Environmental Control (DHEC) in December 2002, which deferred the “non-attainment” effective date as long as we continued to meet milestones set as part of the compact. Participation in the EAC process gave the County the flexibility to implement local programs geared towards reducing ozone forming emissions that made sense for Lexington County. These measures were implemented before federally mandated and allowed the County to achieve “Cleaner Air Sooner” to the citizens of Lexington County.

The County was actively involved with the EAC process from the beginning. Lexington County worked closely with DHEC, Richland County, and other public and private entities to develop programs and strategies aimed at meeting the set milestones in the EAC compact. The County pulled together stakeholders in the summer of 2006 to increase awareness, bolster involvement, and solicit input on ways to achieve air quality goals. These local strategies had a positive impact on air quality in the Midlands area. DHEC data shows that the three year average of fourth highest ozone concentrations for all three ozone monitors in the Central Midlands nonattainment area (Congaree, Sandhill and Parklane) decreased by 5.2%, 13.7% and 16.7% respectively. DHEC’s evidence showed that at times when the meteorological patterns were conducive to the formation of ground level ozone, monitors did not reveal elevated ozone readings. The data showed a decrease from .077 parts per million (ppm) for the years 2000, 2001, and 2002 to .073 ppm for the years 2005, 2006, and 2007 for the Congaree monitor; a decrease from .095 ppm for the years 1998, 1999, and 2000 to .082 ppm for the years 2005, 2006, and 2007 for the Sandhill monitor; and a decrease of .096 ppm for the years 1998, 1999, and 2000 to .080 ppm for the years 2005, 2006, and 2007 for the Parklane monitor. Therefore, Lexington County was declared in attainment with the 1997 8-hour ground level ozone standard by the EAC deadline of December 31, 2007.

The decrease in ozone formation was a remarkable achievement for the local governments in the Central Midlands of South Carolina and is proof that the EAC worked in our region. The partnerships created as part of the EAC process allowed local stakeholders to focus on local initiatives that probably would not have been implemented had the area been required to focus on “traditional” federal prescriptive measures.

Although the EAC process concluded in December 2007, Lexington County has and will continue to work on ways to increase our effort to improve air quality. The County is a founding member of the Central Midlands Air Quality Forum, which is a collaboration between Richland and Lexington Counties, the Central Midlands Council of Governments, the SC Department of Health and Environmental Control, the Greater Columbia Chamber of Commerce and other state and local governments, business, industry, and organizational stakeholders. Lexington County served as a leader in South Carolina by strengthening our Outdoor Burn Ordinance in July 2007. The new ordinance prohibits yard debris burning within 75 feet of a structure or property line and burning associated with land clearing. Since passing the ordinance on July 1, 2007, the number of calls concerning illegal burns went from 131 from July 2006 through July 2007 to 531 from July 2007 to July 2008. The County’s burn ordinance is currently being used as a model for other local governments within South Carolina. Lexington County has also supported events aimed to improve air quality such as the Richland-Lexington Lawn Mower Exchange (winner of the 2008 National Association of Counties Achievement Award). The Lawn Mower Exchange expanded in 2008 to become the Central Midlands Lawn Mower Exchange. During the 2008 exchange, 125 people traded a gas powered mower for an electric mower with an additional 42 electric mowers ordered online. The County has also participated in Car Care Vehicle Maintenance Checks and was a sponsor of the City of Columbia’s 2007 Climate Protection Action Committee’s Green is Good for Business Conference. These are just a few examples of the many programs and initiatives implemented by Lexington County

Lexington County is ready to face the challenge of meeting the 2008 8-hour ozone standard. Achieving this goal will require the commitment of more resources and stakeholders. A new early action compact process will open doors for new stakeholders with experience in technical, modeling, and outreach programs to join our efforts and pool resources to face the new challenge. A new EAC process will enhance the Central Midlands of South Carolina’s ability to continue to improve air quality and public health. We encourage the EPA to provide this opportunity.

If you have any questions please do not hesitate to contact me at 803-785-8103.

Sincerely,

William C. Derrick
Chair, Lexington County Council

cc: Senator Jim DeMint
Senator Lindsey Graham
Representative J. Gresham Barrett
Representative James Clyburn
Representative Bob Inglis
Representative John Spratt
Representative Joe Wilson
Jimmy Palmer, EPA Region 4 Administrator
C. Earl Hunter, Commissioner, SCDHEC
Myra Reece, Chief, Bureau of Air Quality, SCDHEC
Katherine Hubbard, Lexington County Administrator

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.

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.

MIE Referred Caseload Report 1997-2008

FISCAL YEAR	CASES REFERRED	CASES CLOSED	CASES PENDING	FEES REMITTED TO COUNTY
1997-1998	477	514	96	\$ 153,373.69
1998-1999	576	520	152	\$ 134,191.70
1999-2000	679	649	186	\$ 171,015.07
2000-2001	664	667	178	\$ 179,746.89
2001-2002	806	767	217	\$ 195,363.64
2002-2003	912	859	270	\$ 285,805.77
2003-2004	1106	988	388	\$ 358,893.18
2004-2005	1115	1162	341	\$ 491,222.20
2005-2006	1075	1072	345	\$ 466,547.75
2006-2007	1041	1167	219	\$ 471,843.76
2007-2008	1114	1076	258	\$ 420,913.17

MIE as Special Circuit Judge Caseload Report 1997-2008

Fiscal Year	Minor and Wrongful Death Settlements Heard	Motions, Appeals, and Settlements Heard as Special Circuit Judge
1997-1998	23	42
1998-1999	40	35
1999-2000	42	31
2000-2001	41	32
2001-2002	44	30
2002-2003	49	29
2003-2004	48	27
2004-2005	53	30
2005-2006	89	31
2006-2007**	78	28
2007-2008	91	29

** Judge Spence, as a newly appointed Master-in-Equity, did not have an order appointing him as special circuit court judge for 3 months of this fiscal year.

Percentage of Common Pleas Caseload Data

YEAR	C/P Actions Filed	Lis Pendens Filed	Approximate % going to MIE
2000	3789	891	23.5%
2005	4539	1578	34.7%
2007	4748	1637	34.5%
thru 6/30/08	2712	869	32.1%

NEW PROGRAM PROGRAM OVERVIEW

The Master-in-Equity Court was established in Lexington County in July 1989 with a Judge and one staff member. In August 1990 a second staff member was added. The court has functioned with a Judge and two employees since that time. In the 1990's, the average number of cases referred to this court for disposition was approximately 500 per year and the average number of foreclosure sales was approximately 35 per month. Since 2000 these figures have steadily increased as a side effect of this county's tremendous growth and this office has struggled to keep up with our growing caseload. The average number of cases referred to this court for disposition in the past three years is 1075 per year and the average number of foreclosures sales for the same time period is approximately 82 per month. The mortgage crisis in this country is causing a temporary rise in foreclosure actions. However, the above statistics show that foreclosure and civil action caseload will remain high due to the increased population, industry and housing in Lexington County.

Other South Carolina counties with a Master-in-Equity caseload similar to Lexington County include Horry County and Charleston County. Horry County has had an average of 1080 cases referred to their court per year from July 2006 through December 2007.* The Horry County Master-in-Equity Court staff includes a judge and three additional employees and their staff has no financial responsibilities (i.e. budget preparation, remittance reports to treasurer, checking account management and balancing, etc.). The Charleston County Master-in-Equity has had an average of 910 cases referred to their court per year from July 2006 through December 2007.* Charleston County staff includes a Judge, a Court Reporter and four additional employees. Geographically closer, Richland County Master-in-Equity court has an average of 1895 cases referred per year and has a staff consisting of a Judge and 5 additional employees.

Because of the amount of time required to process and review judgments and pre-sales paperwork and have them filed in a timely manner, this court is forced to limit the number of foreclosure and other civil hearings scheduled each week. This creates a constant backlog, not only of cases to be heard, but also a backlog in processing post sale paperwork, disbursing monies and issuing deeds. All of these court functions are time sensitive. This process also limits the amount of time the staff has for financial and administrative responsibilities, for assisting law firms and the public, and for preparing and posting sale rosters and information each month. Posting this sale information increases public participation and purchasing of property at the foreclosure sale, which in turn raises the amount bid on many properties and produces the following benefits:

1. Reduction or elimination of deficiency judgments against the defendant/debtor and possible surplus funds to pay off other judgments.
2. Properties purchased by the public generally do not remain vacant as long as properties which go back to the foreclosing bank or mortgage company and then have to be resold again.
3. Because the bid fee on each property sold is a percentage of the actual bid, revenue generated by this court for Lexington County is increased.

An additional position for this court which specializes in the processing of foreclosure judgments and affidavits and in the preparation and scheduling of sale rosters, documents and postings will allow this court to efficiently and professionally fulfill its statutory judicial duties and it's financial, administrative and public duties to Lexington County.

** Figures from the SC Judicial Department Monthly Reports at <http://www.sccourts.org>*

LISTING OF POSITIONS

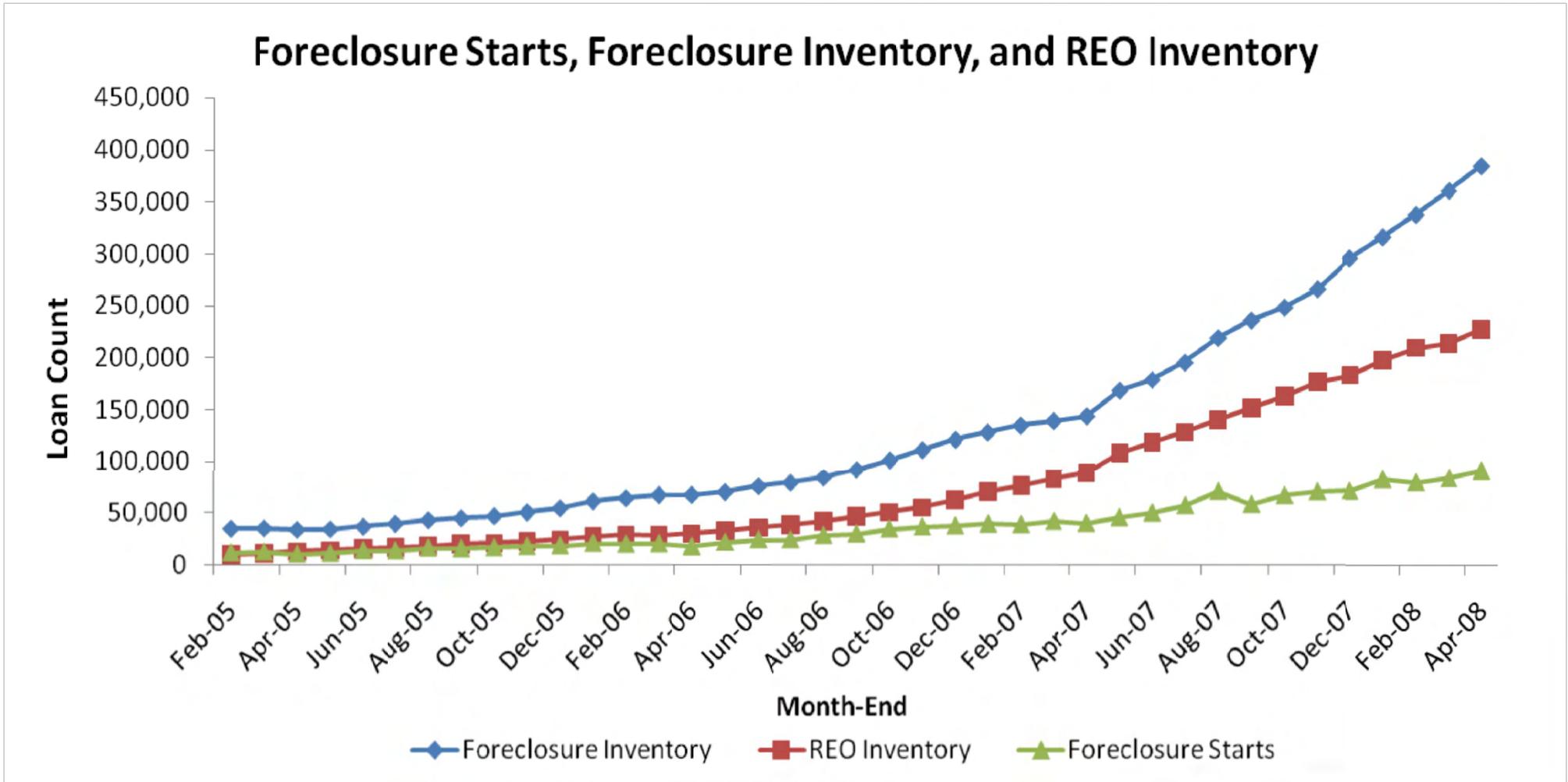
Staffing Level:

<u>Job Title</u>	<u>Positions</u>	<u>General Fund</u>	<u>Grade</u>
Master-in-Equity	1	1	uncl.
Docket Manager	1	1	10
Administrative Assistant *	1	1	7
Court Assistant II	1	1	6
Total Positions	<u>4</u>	<u>4</u>	

*proposed new position

All of these positions require insurance.

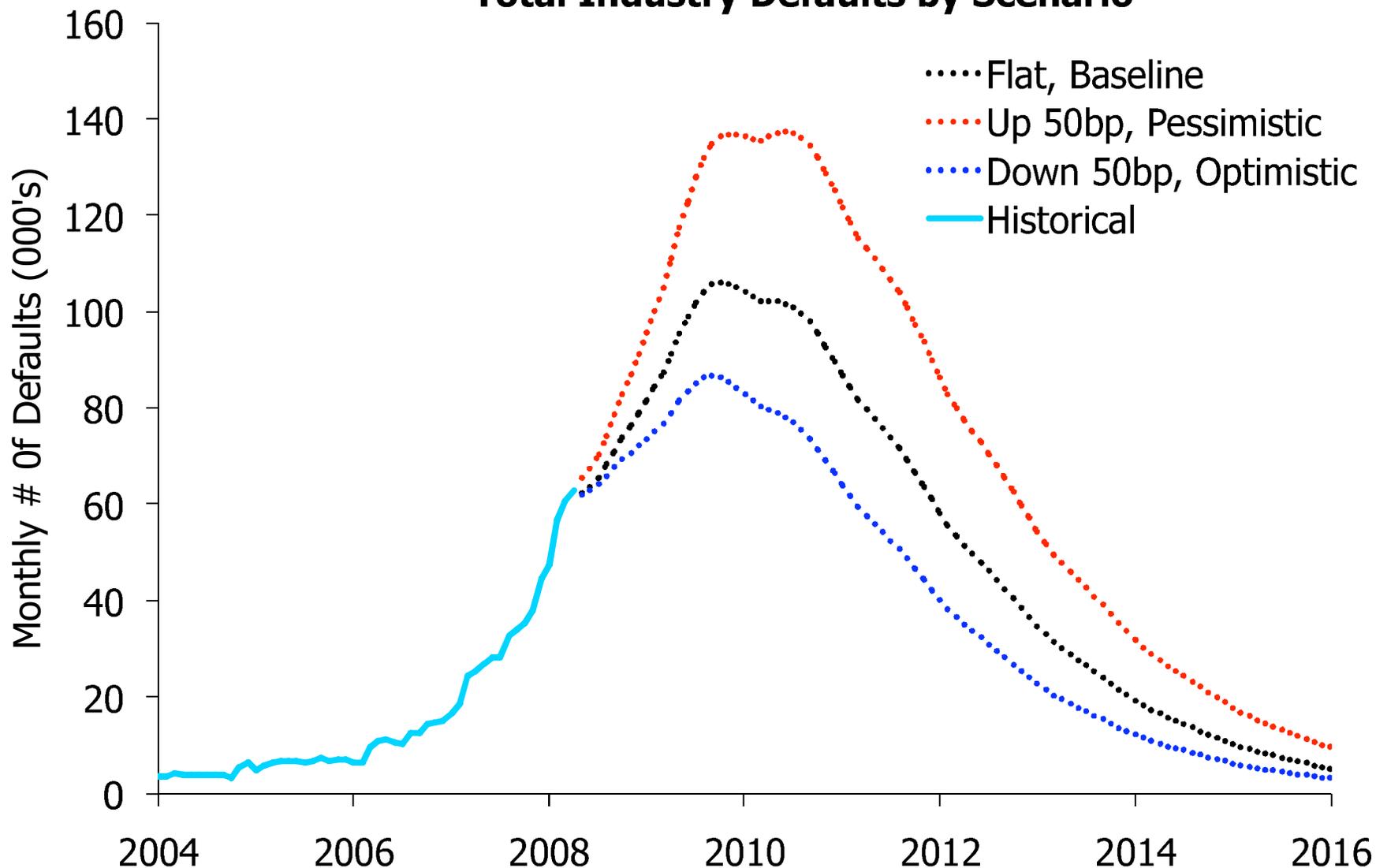
Foreclosure statistics are increasing across the board



Defaults should rise until 2010, and remain high through 2012



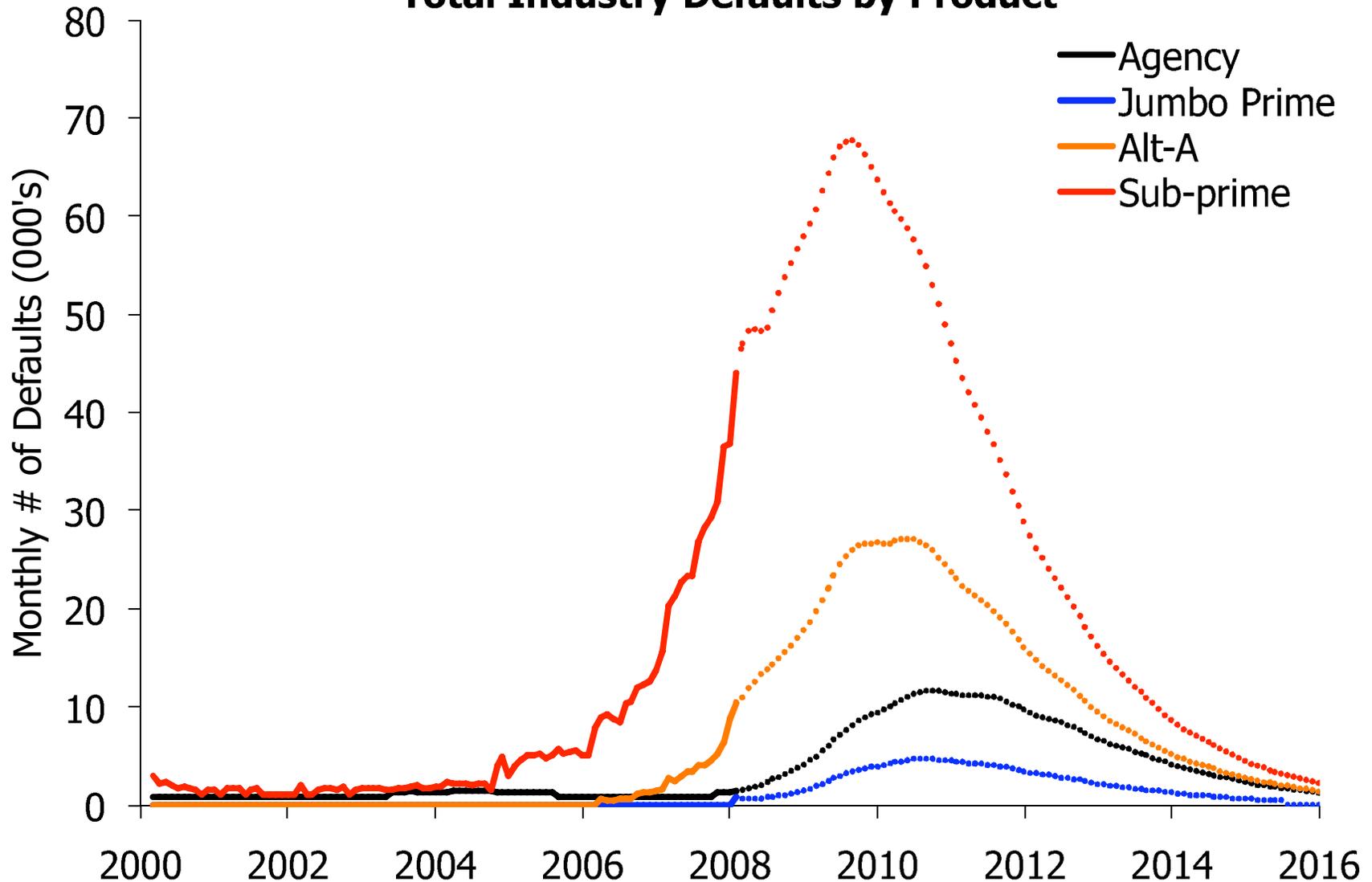
Total Industry Defaults by Scenario



Subprime & Alt-A will dominate defaults, but Agencies will see big pct. increase



Total Industry Defaults by Product



This page has intentionally been left blank.

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 22TH DAY OF JULY, TWO THOUSAND AND EIGHT, ADOPTED THE FOLLOWING:

WHEREAS, College Colors Day, which coincides with both “back to school” and the kick-off of intercollegiate athletics, including football, the University of South Carolina campus neighboring **Lexington County**, seeks to celebrate and promote the traditions and spirit that make the Gamecock experience great through encouraging fans, alumni and students to wear University of South Carolina apparel throughout the day of August 29, 2008; and

WHEREAS, the University of South Carolina is located in the city of Columbia, South Carolina bordering **Lexington County**, providing educational opportunities to thousands of **Lexington County** residents and non-residents; and

WHEREAS, for more than 200 years, the University of South Carolina has been educating citizens in **Lexington County**; and

WHEREAS, the University of South Carolina has been providing real world experience for career-seeking individuals located in **Lexington County**; and

WHEREAS, intercollegiate athletics at the University of South Carolina provide scholarship opportunities to thousands of **Lexington County** young men and women; and

WHEREAS, College Colors Day promotes higher education through increased public awareness and celebrates the achievements of the University of South Carolina, acknowledging their critical and fundamental importance to **Lexington County**.

NOW, THEREFORE, BE IT RESOLVED that we, Lexington County Council, do hereby proclaim August 29, 2008 as **COLLEGE COLORS DAY** in Lexington County in support of the University of South Carolina.

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

July 22, 2008

SMOKEY DAVIS

Board of Zoning Appeals - Bryan Clemenz (Resigned 03/20/07) Term expired 12/31/07

BOBBY KEISLER

Nancy K. Perry Children's Shelter – Carol R. Metts – Term expired 6/30/08 – 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

Planning Commission – Eddie Wilder – Term expires 8/26/08 – Not 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

Planning Commission – Davis L. Lucas, Sr. – Term expires 8/26/08 – Eligible for reappointment

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

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

BUILDING CODES BOARD OF APPEALS

Building – Steve Martin – Term expires 8/13/08 – Eligible for reappointment

Electrical – Michael C. Shealy – Term expires 8/13/08 – Eligible for reappointment

MIDLANDS WORKFORCE DEVELOPMENT BOARD

Frank M. Price - Term expired 6/30/08 – Eligible for reappointment – see attached nomination forms for Wallace Steadman and Anthony White.

LEXINGTON COUNTY COUNCIL
BOARD/COMMISSION NOMINATION FORM

Name of Board/Commission: Midlands Workforce Development Board

Nominee: Wallace Steadman

Address: 455 Clearview Dr. Columbia, S.C. 29212

Employed by: Stock Building Supply

Address: 1375 Veterans Road - Columbia, S.C 29209

Home Telephone: 803-407-1757 Business Telephone: 803-776-2100

Ext 225

Mobile Phone: 1-803-397-6337 Beeper Number: N/A

Fax Number: 1-803-776-7320

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

Yes.

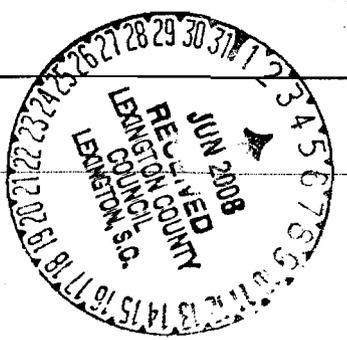
Background information (include education, community- service activities, previous service county boards/commissions):

Graduated from Ridge Spring Monetta High School - 1971, Associate Arts Degree Wingate College 1973, Attended Clemson 1 year, City of North Augusta Zoning Board of Adjustments 1983-1987, Associate Vice president of Columbia HBA Board 2003-2007, Member of Union UMC - Irma Currently Stewardship Chairman, served as Evangelism Chairman, Finance Committee and past MYF Counselor

Presently manager of Stock Building Supply. This is one of 4 locations in Columbia Markets we were named "Small Market of Year" last year for all locations of stock in U.S.

Submitted by: Wallace Steadman

Date 5/2/08



**LEXINGTON COUNTY COUNCIL
BOARD/COMMISSION NOMINATION FORM**

Name of Board/Commission: Midlands Workforce Development Board

Nominee: Anthony White

Address: 712 Leafy Bend Ct. Lexington, SC 29073

Employed by: PBR LLC

Address: 201 Metropolitan Dr. West Columbia SC 29170

Home Telephone: 803-546-6021 **Business Telephone:** 803-227-1323

Mobile Phone: 803-546-6021 **Beeper Number:** N/A

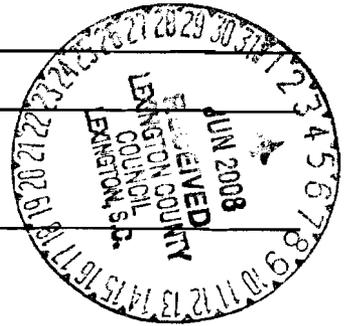
Fax Number: 803-227-1923

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

Background information (include education, community- service activities, previous service on county boards/commissions):

I graduated high school in 1988, Joined the military and served 6 years in the US AirForce, where I was a flight engineer on C130 aircraft, Went back to school and graduated from Saint Leo University in 2003 with a BA in Business. I've been in the training and development field for the past 11 years.

Submitted by: Anthony White
Date: 06/20/2008



COUNTY OF LEXINGTON

Procurement Services

MEMORANDUM

(O) 785-8319

(F) 785-2240

DATE: July 7, 2008

TO: Katherine L. Hubbard
County Administrator

THROUGH: Reggie Murphy
Procurement Manager

FROM: Angela M. Seymour
Procurement Officer

**SUBJECT: Office Supplies – Term Contract
C08025-06/30/08S
Central Stores**

Competitive bids were solicited and advertised for a term contract for Office Supplies for various departments.

The bids were evaluated by Rod Pimental, Central Stores Manager; and Angela M. Seymour, Procurement Officer. It is their recommendation to award this project to Forms and Supply, Inc. as the lowest responsible bidder. The total cost, including applicable sales tax, is \$44,928.85 (See attached bid tabulation).

It is their recommendation to award this term contract for the initial period of three (3) years with the option to extend the contract for two (2) additional one (1) year periods, if deemed to be in the best interest of the County.

I concur with the above recommendation and further recommend that this bid be placed on County Council's agenda for their next scheduled meeting on July 22, 2008.

copy: Larry Porth, Director of Finance/Assistant County Administrator
Rod Pimental, Central Stores Manager

County of Lexington

C08025
AMS
06/30/08

Bid Tabulation

BID: C08025-06/30/08S
Office Supplies - Term Contract

Qty	U/M	Description	Forms and Supply, Inc.		School Specialty		R & L Bryan Company		American Specialty	
			Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price
1	Lot	"Schedule A" (General Office Supplies for Lexington County)		\$ 19,694.58		\$ 26,199.40	No Bid		No Bid	
1	Lot	"Schedule B" (Percentage of discount on other items in current catalog)		\$ 22,295.00		\$ 29,120.00	No Bid		No Bid	
1	Lot	"Schedule C" (Optional Pricing)		53%		0.00%	No Bid		No Bid	
		Subtotal		\$ 41,989.58		\$ 55,319.40	No Bid		No Bid	
		Tax		\$ 2,939.27		\$ 3,872.36	No Bid		No Bid	
		Total		\$ 44,928.85		\$ 59,191.76	No Bid		No Bid	

Qty	U/M	Description	Standard Stationary Company		Educational Resources, Inc.		IKON Office Solutions		Smith Office & Computer Supply	
			Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price
1	Lot	"Schedule A, B, & C"	Deemed Non Responsive		Deemed Non Responsive		No Bid		No Bid	
		Total	Deemed Non Responsive		Deemed Non Responsive		No Bid		No Bid	

Qty	U/M	Description	Highsmith		Lorick Office Products		Herald Office Systems		Staples	
			Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price
1	Lot	"Schedule A, B, & C"	No Bid		No Bid		Deemed Non Responsive		No Bid	
		Total	No Bid		No Bid		Deemed Non Responsive		No Bid	

R & L Bryan Company "no bid" the items because they only sell furniture.
 American Specialty "no bid" the items because they do not stock some of the items specified.
 Standard Stationary Company was deemed non responsive because they did not bid on all items as specified.
 Educational Resources, Inc. was deemed non responsive because they did not bid on all items as specified.
 IKON "no bid" the items because they could not meet specifications
 ** Smith Office & Computer Supply "no bid" the items because their schedule would not permit them to perform.**
 ** Highsmith did not specify reason for "no bid".**
 Lorick Office Products "no bid" the items because the contract is too long due to volatile market conditions.
 Herald Office Systems deemed non responsive because they did not submit a completed bid.
 Staples "no bid" the items because they would not be able to meet specifications.

Bids Opened: June 30, 2008

Angela M. Seymour
Procurement Officer

COUNTY OF LEXINGTON

Procurement Services

MEMORANDUM

(O) 785-8319

(F) 785-2240

DATE: July 10, 2008

TO: Katherine L. Hubbard
County Administrator

THROUGH: Reggie Murphy
Procurement Manager

FROM: Angela M. Seymour
Procurement Officer

SUBJECT: (3) Scanners
Clerk of Court

We received a purchase request for three (3) Scanners from the Clerk of Court. These will be additional scanners to the ones that are currently being used by the Clerk of Court. These items will be purchased directly from the manufacturer (Dell) through the South Carolina State Contract #A63307.

Beth Carrigg, Clerk of Court; Mike Ujcich, Chief Information Officer; and Jim Schafer, Information Technology Manager, have reviewed and recommended this purchase.

The total cost, including applicable sales tax, is \$9,960.60.

Funds are appropriated in the following account:

1000-141100-5A9139	(3) Scanners	\$9,960.60
--------------------	--------------	------------

I concur with the above recommendation and further recommend that this bid be placed on County Council's agenda for their next scheduled meeting on July 22, 2008.

copy: Larry Porth, Director of Finance/Assistant County Administrator
Beth Carrigg, Clerk of Court
Mike Ujcich, Chief Information Officer
Jim Schafer, Information Technology Manager

COUNTY OF LEXINGTON

Procurement Services

MEMORANDUM

(O) 785-8319

(F) 785-2240

DATE: June 9, 2008

TO: Katherine L. Hubbard
County Administrator

THROUGH: Reggie Murphy
Procurement Manager

FROM: Angela M. Seymour
Procurement Officer

SUBJECT: **(40) Personal Computers/Monitors and (6) Laptops
Library**

We have received purchase requests for forty (40) Personal Computers/Monitors and six (6) Laptops for the Library. These items will be purchased directly from the manufacturer (Dell) through the South Carolina State Contract #A63307.

Mike Ujcich, Chief Information Officer; Jim Schafer, Information Technology Manager; and Dan MacNeill, Director of the Library have reviewed and recommended these purchases.

The total cost including applicable sales tax is \$39,938.60.

Funds are appropriated in the following accounts:

2330-230099-5A9277	(40) Personal Computers/Monitors	\$34,543.46
2330-230099-5A9279	(6) Laptops	\$5,395.14

I concur with the above recommendation and further recommend that this purchase be placed on County Council's agenda for their next scheduled meeting on July 22, 2008.

Attachment

copy: Larry Porth, Director of Finance/Assistant County Administrator
Mike Ujcich, Chief Information Officer
Jim Schafer, Information Technology Manager
Dan MacNeill, Director of Library

COUNTY OF LEXINGTON

Procurement Services

MEMORANDUM

(O) 785-8319

(F) 785-2240

DATE: July 14, 2008

TO: Katherine L. Hubbard
County Administrator

THROUGH: Reggie Murphy
Procurement Manager

FROM: Angela M. Seymour
Procurement Officer

SUBJECT: (2) Microfilm Printer Readers
Library

We received a purchase request for two (2) Microfilm Printer Readers from the Library. These items will be purchased directly from Palmetto Microfilm Systems through the South Carolina State Contract #07-S7412.

Dan MacNeill, Director of Library has reviewed and recommended this purchase. The total cost, including applicable sales tax, is \$16,692.00.

Funds are appropriated in the following account:

2310-230099-5A9276	(2) Microfilm Printer Readers	\$16,692.00
--------------------	-------------------------------	-------------

I concur with the above recommendation and further recommend that this bid be placed on County Council's agenda for their next scheduled meeting on July 22, 2008.

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

COUNTY OF LEXINGTON

Procurement Services

MEMORANDUM

(O) 785-8319

(F) 785-2240

DATE: July 10, 2008

TO: Katherine L. Hubbard
County Administrator

THROUGH: Reggie Murphy
Procurement Manager

FROM: Angela M. Seymour
Procurement Officer

**SUBJECT: Software Development
Public Safety/911 Communications Center**

We received a purchase request for Software Development from the Public Safety/911 Communications Center. The software will provide a web based application system that will assist in collecting E911 data. This will be purchased from US Computing through South Carolina State Vendor #030 9992 for temporary IT Staffing Services.

Nikki Rodgers, Public Safety/911 Communications Center; Mike Ujcich, Chief Information Officer; and Jim Schafer, Information Technology Manager have reviewed and recommend this purchase. The total cost, including applicable sales tax, is \$7,276.00.

Funds are appropriated in the following account:

2605-131300-5A9327	Software Development	\$7,276.00
--------------------	----------------------	------------

I concur with the above recommendation and further recommend that this bid be placed on County Council's agenda for their next scheduled meeting on July 22, 2008.

copy: Larry Porth, Director of Finance/Assistant County Administrator
Chief Bruce Rucker, Assistant Sheriff / Director of Public Safety & Homeland Security
Nikki Rodgers, Public Safety / Communications Coordinator
Mike Ujcich, Chief Information Officer
Jim Schafer, Information Technology Manager

MEMORANDUM

TO: REGGIE MURPHY, PROCUREMENT DIRECTOR
FROM: MIKE UJCICH, CIO; JIM SCHAFER, IT MANAGER
SUBJECT: RECOMMENDED PURCHASE OF DATABASE ADMINISTRATION SERVICES
DATE: 7/11/2008
CC: ANGELA SEYMOUR, PROCUREMENT OFFICER

A requisition and quote for contracted database management services from US Computing of Columbia, SC, is attached. The requisitioned services would provide for 20 hours per month of planned work and up to 60 hours of additional work, totaling 300 hours for the year at \$70 per hour for a total cost of \$21,000. Funds for this purpose are included in the Technical Services line item of the IS budget, in lieu of requesting a full time database administrator position on staff.

US Computing is an approved state contract vendor (Vendor No. 030 9992) for database administration services. The proposed hourly rate is less than the maximum hourly range allowed for database administration services under state contract (\$75.00 to \$250.00 per hour, see attached). IS staff has reviewed and is satisfied with the credentials of the contractor's personnel that would be assigned to do the needed work.

We request approval to proceed with this proposed purchase of services as recommended.

MEMORANDUM

TO: REGGIE MURPHY, PROCUREMENT DIRECTOR
FROM: MIKE UJCICH, CIO; JIM SCHAFER, IT MANAGER
SUBJECT: MY911 REGISTRATION AUTOMATION SOFTWARE
DATE: 7/11/2008
CC: ANGELA SEYMOUR, PROCUREMENT OFFICER

IS endorses the proposed procurement of from US Computing for the development of My911 Registration Automation Software at a cost of \$7,276. IS currently does not have available resources to do this work. However, the project is aligned with the IS Department's strategic objective of making it possible for citizens to conduct 90% of county business transactions via the web within four years.

The software system to be developed will: provide a web based My911 application that can be submitted online into a database; provide for street name verification of data on the application against County GIS road data; and provide a mechanism for transfer of data in the My911 database to the Communication Center's Computer Assisted Dispatch (CAD) system a minimum of manual data entry.

US Computing is an approved state contract vendor (Vendor No. 030 9992) for temporary IT staffing services. They have done several small projects such as this in the past for the county with good results.

COUNTY OF LEXINGTON

Procurement Services

MEMORANDUM

(O) 785-8319

(F) 785-2240

DATE: September 13, 2007

TO: Katherine L. Hubbard
County Administrator

THROUGH: Reggie Murphy
Procurement Manager

FROM: Angela M. Seymour
Procurement Officer

**SUBJECT: (10) Laptops with Accessories (Replacement)
Solicitor**

We have received a purchase request for ten (10) Laptops with Accessories for the Solicitor. These are replacement laptops that will be purchased directly from the manufacturer Hewlett Packard through the South Carolina State Contract #05-S6656-A11230.

Donnie Myers, Solicitor; Mike Ujcich, Chief Information Officer; and Jim Schafer, Information Technology Manager, have reviewed and recommended this purchase.

The total cost including applicable sales tax is \$14,038.40.

Funds are appropriated in the following accounts:

1000-141200-5A9158	(7) Laptops with Accessories	\$9,826.88
1000-101600-5A8011	(3) Laptops with Accessories	\$4,211.52

I concur with the above recommendation and further recommend that this purchase be placed on County Council's agenda for their next scheduled meeting on July 22, 2008.

copy: Larry Porth, Director of Finance/Assistant County Administrator
Mike Ujcich, Chief Information Officer
Jim Schafer, Information Technology Manager
Donnie Myers, Solicitor

COUNTY OF LEXINGTON

Procurement Services

MEMORANDUM

(O) 785-8319

(F) 785-2240

DATE: July 11, 2008

TO: Katherine L. Hubbard
County Administrator

THROUGH: Reggie Murphy
Procurement Manager

FROM: Angela M. Seymour
Procurement Officer

SUBJECT: **(62) Dell OptiPlex Desktop Computers & Flat Panel Monitors (Replacements & Additions)**
Various Departments/Information Services

We have received a purchase request for sixty-two (62) Dell OptiPlex Desktop Computers & Flat Panel Monitors for various departments. All of the (replacement and additional) computers and monitors will be purchased directly from the manufacturer (Dell) through the South Carolina State Contract #05-S6656-A11104.

Mike Ujcich, Chief Information Officer, and Jim Schafer, Information Technology Manager, have reviewed and recommended this purchase. The total cost including applicable sales tax is \$49,386.22.

Funds are appropriated in the following accounts:

Function 1 PC's and Monitors

1000-101700-5A9014	Treasurer	(2) Personal Computers & Monitors	\$1,411.09
1000-102100-5A9032	Information Services	(3) Personal Computers & Monitors	\$2,116.64
1000-121100-5A9067	Public Works/Administration	(4) Personal Computers & Monitors	\$2,822.18
1000-121400-5A9088	Public Works/Storm Water	(6) Personal Computers & Monitors	\$4,233.27
1000-131500-5A9125	Public Safety/Fire Services	(5) Personal Computers & Monitors	\$3,527.73
1000-161200-5A9269	Registration & Election	(2) Personal Computers & Monitors	\$1,411.09
1000-102100-5A9048	Microfilm	(1) Personal Computer	\$ 521.62
2400-101610-5A9312	Com. Dev. /Urban Entitlement	(1) Personal Computer	\$ 705.55
2401-101610-5A9315	Comm. Dev. / HOME Program	(1) Personal Computer	\$ 705.55
2950-101700-5A9331	Delinquent Tax Collections	(1) Personal Computer	\$ 705.55

Function 2 PC's and Monitors

1000-111400-5A9064	Fleet Services	(2) Personal Computers & Monitors	\$1,576.08
1000-141100-5A9135	Clerk of Court	(9) Personal Computers & Monitors	\$7,092.36
1000-141100-5A9135	Family Court	(4) Personal Computers & Monitors	\$3,152.16
2410-141100-5A9168	Magistrate	(4) Personal Computers & Monitors	\$3,152.16
2400-141100-5A9319	Clerk of Court/Child Support	(4) Personal Computers & Monitors	\$3,152.16

Function 3 PC's and Monitors

1000-102100-5A9025	Information Services	(1) Personal Computer & Monitor	\$2,403.05
1000-102100-5A9046	Microfilm	(1) Personal Computer	\$ 972.54
2605-131300-5A9329	Public Safety/E-911	(10) Personal Computers	\$9,725.44

I concur with the above recommendation and further recommend that this purchase be placed on County Council's agenda for their next scheduled meeting on July 22, 2008.

copy: Larry Porth, Director of Finance/Assistant County Administrator
Mike Ujcich, Chief Information Officer
Jim Schafer, Information Technology Manager

COUNTY OF LEXINGTON

Procurement Services

MEMORANDUM

(O) 785-8319

(F) 785-2240

DATE: July 9, 2008

TO: Katherine L. Hubbard
County Administrator

THROUGH: Reggie Murphy
Procurement Manager

FROM: Angela M. Seymour
Procurement Officer

SUBJECT: Fleet Vehicle Addition/Replacements – Various Departments

We are in receipt of purchase requests for six (6) fleet vehicle additions/replacements for various departments within the County of Lexington. All vehicles requested are being purchased through the appropriate South Carolina State Contracts. Five (5) replacement vehicles will be purchased through South Carolina State Contract Number 07-S7328-A12755 from Vic Bailey Ford. One (1) additional fleet vehicle will be purchased through South Carolina State Contract Number 08-S7608-A13404 from Herndon Chevrolet. These vehicles are recommended and approved in accordance with the Fleet Management Policy by Ellis Gammons, Fleet Manager.

The cost for each vehicle including any emergency equipment and accessories is shown on the attached list. The total cost including applicable sales tax for all vehicles is \$97,695.00.

Funds are appropriated in the following accounts:

2300-230099-5A9273	(1) Cargo Van	\$16,139.00
1000-131200-5A9092	(1) ½ Ton 2WD Pickup Truck	\$14,409.00
1000-111400-5A9060	(1) ½ Ton Service Truck – Replacement	\$14,409.00
6590-111500-5A9355	(1) 4WD Utility Vehicle – Replacement	\$18,610.00
6590-111500-5A9356	(1) 2WD Utility Vehicle – Replacement	\$17,064.00
6590-111500-5A9357	(1) 2WD Utility Vehicle – Replacement	\$17,064.00

I concur with the above recommendation and further recommend that these purchases be placed on County Council's agenda for their next scheduled meeting on July 22, 2008.

Attachment

copy: Larry Porth, Director of Finance/Assistant County Administrator
Dan MacNeill, Director of Library
Chris Folsom, Animal Services
Ellis Gammons, Fleet Manager

COUNTY OF LEXINGTON

Procurement Services

MEMORANDUM

(O) 785-8319

(F) 785-2240

DATE: June 23, 2008

TO: Katherine L. Hubbard
County Administrator

THROUGH: Reggie Murphy
Procurement Manager

FROM: Angela M. Seymour
Procurement Officer

SUBJECT: **Polo, Tee, Golf, and Sweat Shirts – Term Contract**
C08015-04/28/08S
Various Departments

Competitive bids were solicited and advertised for a term contract for Polo, Tee, Golf, and Sweat Shirts for various departments.

The bids were evaluated by Sylvia Dillon and Beth Bryant, Sheriff's Department; Angela Shealy and Rusty Rivers, Public Safety/Fire Services; Eric Kehl, Public Safety/EMS, Dave Eger, Solid Waste Management; and Angela M. Seymour, Procurement Officer. It is our recommendation to award this project to Eidson's Custom Embroidery as the lowest responsible bidder. The total cost, including applicable sales tax, is \$38,530.97 (See attached bid tabulation).

It is our recommendation to award this term contract for the initial period of one (1) year with the option to extend the contract for two (2) additional one (1) year periods, if deemed to be in the best interest of the County.

I concur with the above recommendation and further recommend that this bid be placed on County Council's agenda for their next scheduled meeting on July 22, 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
Russell Rawl, Fire Service Coordinator
Chief Brian Hood, EMS Coordinator
Dave Eger, Director of Solid Waste Management
Sylvia Dillon, Sheriff's Department

County of Lexington

Bid Tabulation

C08015-04/28/08S

POLO/TEE/SWEAT SHIRTS - TERM CONTRACT

				Palmetto Promotions		N.A.P.D		Gizmos & Garments	
Item #	Qty	U/M	Description	Unit Price	Total	Unit Price	Total	Unit Price	Total
1-23		ea	Polo/Tee/Sweat Shirts		No Bid	Did Not Meet Specifications		Did Not Meet Specifications	
			Total		No Bid	Did Not Meet Specifications		Did Not Meet Specifications	

				Screen Print Plus		Fruit of the Loom		Print Specialty	
Item #	Qty	U/M	Description	Unit Price	Total	Unit Price	Total	Unit Price	Total
1-23		ea	Polo/Tee/Sweat Shirts	Did Not Meet Specifications		Did Not Meet Specifications		Did Not Meet Specifications	
			Total	Did Not Meet Specifications		Did Not Meet Specifications		Did Not Meet Specifications	

				School Cuts		Joe Henry Co.	
Item #	Qty	U/M	Description	Unit Price	Total	Unit Price	Total
1-23		ea	Polo/Tee/Sweat Shirts	Deemed Non Responsive			Bid Withdrawn
			Total	Deemed Non Responsive			Bid Withdrawn

				Little Brick Shirt House		Eidson's		Cromer's	
Item #	Qty	U/M	Description	Unit Price	Total	Unit Price	Total	Unit Price	Total
1A	250	ea	Men's Polo Shirt (Sheriff's)	\$18.30	\$4,575.00	\$15.50	\$3,875.00	\$16.39	\$4,097.50
1B	1	ea	2 X-Large	\$1.50	\$1.50	\$1.00	\$1.00	\$2.00	\$2.00
1C	1	ea	3X-Large	\$3.50	\$3.50	\$2.00	\$2.00	\$2.00	\$2.00
1D	1	ea	4X-Large	\$4.50	\$4.50	\$3.50	\$3.50		No Bid
1E	1	ea	Dark Colors		N/A		N/A		N/A
2A	250	ea	Women's Polo Shirt (Sheriff's)	\$18.30	\$4,575.00	\$15.50	\$3,875.00	\$16.39	\$4,097.50
2B	1	ea	2 X-Large	\$1.50	\$1.50	\$1.00	\$1.00	\$2.00	\$2.00
2C	1	ea	3X-Large	\$3.50	\$3.50	\$2.00	\$2.00	\$2.00	\$2.00
2D	1	ea	4X-Large	\$4.50	\$4.50	\$3.00	\$3.00		No Bid
2E	1	ea	Dark Colors		N/A		N/A		N/A
3A	250	ea	Unisex Polo Shirt (Sheriff's)	\$18.25	\$4,562.50	\$15.00	\$3,750.00	\$16.35	\$4,087.50
3B	1	ea	2 X-Large	\$1.50	\$1.50	\$1.00	\$1.00	\$2.00	\$2.00
3C	1	ea	3X-Large	\$3.50	\$3.50	\$2.00	\$2.00	\$2.00	\$2.00
3D	1	ea	4X-Large	\$4.50	\$4.50	\$3.00	\$3.00		No Bid
3E	1	ea	Dark Colors		N/A		N/A		N/A
4A	350	ea	Ladies Short Sleeve Polo (Fire Service)	\$16.25	\$5,687.50	\$16.85	\$5,897.50	\$16.25	\$5,687.50
4B	1	ea	2 X-Large	\$1.25	\$1.25	\$1.00	\$1.00	\$2.00	\$2.00
4C	1	ea	3X-Large	\$3.25	\$3.25	\$2.00	\$2.00	\$2.00	\$2.00
4E	1	ea	Dark Colors		N/A		N/A		N/A

Item #	Qty	U/M	Description	Little Brick Shirt House		Eidson's		Cromer's	
				Unit Price	Total	Unit Price	Total	Unit Price	Total
5A	350	ea	Men Short Sleeve Polo (Fire Service)	\$16.25	\$5,687.50	\$16.85	\$5,897.50	\$16.25	\$5,687.50
5B	1	ea	2 X-Large	\$1.25	\$1.25	\$1.00	\$1.00	\$2.00	\$2.00
5C	1	ea	3X-Large	\$3.25	\$3.25	\$2.00	\$2.00	\$2.00	\$2.00
5D	1	ea	4X-Large	\$4.25	\$4.25	\$3.00	\$3.00		No Bid
5E	1	ea	Dark Colors		N/A		N/A		N/A
6A	140	ea	Long Sleeve Polo (Fire Service)	\$17.95	\$2,513.00	\$18.85	\$2,639.00	\$17.80	\$2,492.00
6B	1	ea	2 X-Large	\$1.25	\$1.25	\$1.00	\$1.00	\$2.00	\$2.00
6C	1	ea	3X-Large	\$3.25	\$3.25	\$2.00	\$2.00	\$2.00	\$2.00
6D	1	ea	Dark Colors		N/A		N/A		N/A
7A	20	ea	Ladies Short Sleeve Polo (EMS)	\$17.25	\$345.00	\$16.85	\$337.00	\$16.75	\$335.00
7B	1	ea	2 X-Large	\$1.25	\$1.25	\$1.00	\$1.00	\$2.00	\$2.00
7C	1	ea	3X-Large	\$3.25	\$3.25	\$2.00	\$2.00		No Bid
7D	1	ea	Dark Colors		N/A		N/A		N/A
8A	20	ea	Men Short Sleeve Polo (EMS)	\$17.25	\$345.00	\$16.85	\$337.00	\$16.75	\$335.00
8B	1	ea	2 X-Large	\$1.25	\$1.25	\$1.00	\$1.00	\$2.00	\$2.00
8C	1	ea	3X-Large	\$3.25	\$3.25	\$2.00	\$2.00	\$2.00	\$2.00
8D	1	ea	Dark Colors		N/A		N/A		N/A
9A	164	ea	Long Sleeve Tee (Fire Service)	\$8.85	\$1,451.40	\$8.50	\$1,394.00	\$7.98	\$1,308.72
9B	1	ea	2 X-Large	\$2.00	\$2.00	\$1.00	\$1.00	\$1.00	\$1.00
9C	1	ea	3X-Large	\$4.00	\$4.00	\$1.50	\$1.50	\$1.00	\$1.00
10A	350	ea	Short Sleeve Tee (Fire Service)	\$4.50	\$1,575.00	\$5.85	\$2,047.50	\$6.78	\$2,373.00
10B	1	ea	2 X-Large	\$2.00	\$2.00	\$1.10	\$1.10	\$1.00	\$1.00
10C	1	ea	3X-Large	\$4.00	\$4.00	\$1.30	\$1.30	\$1.00	\$1.00
11A	20	ea	Short Sleeve Dress Shrit (Fire Service)	\$18.25	\$365.00	\$18.85	\$377.00	\$17.50	\$350.00
11B	1	ea	2 X-Large	\$1.25	\$1.25	\$1.00	\$1.00	\$2.00	\$2.00
11C	1	ea	3 X-Large	\$3.25	\$3.25	\$3.00	\$3.00	\$2.00	\$2.00
12A	20	ea	Ladies Short Sleeve Dress Shirt (Fire Service)	\$18.25	\$365.00	\$18.85	\$377.00	\$17.50	\$350.00
12B	1	ea	2 X-Large	\$1.25	\$1.25	\$1.00	\$1.00	\$2.00	\$2.00
12C	1	ea	3 X-Large	\$3.25	\$3.25	\$3.00	\$3.00	\$2.00	\$2.00
13A	20	ea	Long Sleeve Dress Shirt (Fire Service)	\$18.25	\$365.00	\$18.85	\$377.00	\$20.60	\$412.00
13B	1	ea	2 X-Large	\$1.25	\$1.25	\$1.00	\$1.00	\$2.00	\$2.00
13C	1	ea	3 X-Large	\$3.25	\$3.25	\$3.00	\$3.00	\$2.00	\$2.00
13D	1	ea	4 X-Large	\$4.25	\$4.25	\$4.00	\$4.00	\$2.00	\$2.00
13E	1	ea	5 X-Large	\$5.25	\$5.25	\$6.00	\$6.00	\$2.00	\$2.00
14A	20	ea	Ladies Long Sleeve Dress Shirt (Fire Service)	\$18.25	\$365.00	\$18.85	\$377.00	\$17.50	\$350.00
14B	1	ea	2 X-Large	\$1.25	\$1.25	\$1.00	\$1.00	\$2.00	\$2.00

14C	1	ea	3 X-Large	\$3.25	\$3.25	\$2.00	\$2.00	\$2.00	\$2.00
-----	---	----	-----------	--------	--------	--------	--------	--------	--------

			Little Brick Shirt House		Eidson's		Cromer's		
Item #	Qty	U/M	Description	Unit Price	Total	Unit Price	Total	Unit Price	Total
15A	400	ea	Short Sleeve Tee with Pocket	\$4.50	\$1,800.00	\$5.50	\$2,200.00	\$6.90	\$2,760.00
15B	1	ea	2 X-Large	\$2.00	\$2.00	\$1.10	\$1.10	\$2.00	\$2.00
15C	1	ea	3 X-Large	\$4.00	\$4.00	\$1.30	\$1.30		No Bid
15D	1	ea	4 X-Large	\$6.00	\$6.00	\$2.25	\$2.25		No Bid
15E	1	ea	5 X-Large	\$8.00	\$8.00	\$3.00	\$3.00		No Bid
16A	30	ea	Short Sleeve Tee No Pocket	\$5.25	\$157.50	\$4.50	\$135.00	\$6.90	\$207.00
16B	1	ea	2 X-Large	\$2.00	\$2.00	\$1.50	\$1.50	\$2.00	\$2.00
16C	1	ea	3 X-Large	\$4.00	\$4.00	\$2.00	\$2.00		No Bid
16D	1	ea	4 X-Large	\$6.00	\$6.00	\$3.00	\$3.00		No Bid
16E	1	ea	5 X-Large	\$8.00	\$8.00	\$3.75	\$3.75		No Bid
17A	60	ea	Long Sleeve Tee (SWM)	\$4.80	\$288.00	\$5.00	\$300.00	\$9.39	\$563.40
17B	1	ea	2 X-Large	\$2.00	\$2.00	\$1.25	\$1.25	\$1.00	\$1.00
17C	1	ea	3 X-Large	\$4.00	\$4.00	\$1.25	\$1.25	\$1.00	\$1.00
18A	60	ea	Short Sleeve Tee with Pocket (SWM)		No Bid	\$4.75	\$285.00	\$8.64	\$518.40
18B	1	ea	2 X-Large		No Bid	\$1.10	\$1.10	\$1.00	\$1.00
18C	1	ea	3 X-Large		No Bid	\$1.10	\$1.10	\$1.00	\$1.00
19A	60	ea	Sweatshirt (SWM)	\$10.05	\$603.00	\$9.25	\$555.00	\$12.41	\$744.60
19B	1	ea	2 X-Large	\$2.00	\$2.00	\$1.75	\$1.75	\$2.00	\$2.00
20A	60	ea	Hooded Sweatshirt (SWM)		No Bid	\$14.75	\$885.00	\$18.14	\$1,088.40
20B	1	ea	2 X-Large		No Bid	\$2.00	\$2.00	\$2.00	\$2.00
21	1	ea	Art Work Cost	\$500.00	\$500.00	\$0.00	\$0.00	\$50.00	\$50.00
22	1	ea	Tape Cost		N/A		N/A		N/A
23	1	lt	Catalog Discount	20.00%	20.00%	0.00%	0.00%	0.00%	0.00%
			Subtotal		\$36,268.15		\$36,010.25		\$37,911.02
			Tax		\$2,538.77		\$2,520.72		\$2,653.77
			Total		\$38,806.92		\$38,530.97		\$40,564.79

- **Palmetto Promotions bid "No Bid" because the specifications are too restrictive.**
- **N.A.P.D. does not fall under the radius as specified on the bid. They also did not meet bid specifications**
- **Gizmos & Garments does not fall under the radius as specified on the bid. They also did not meet bid specifications**
- **Screenprint Plus does not fall under the radius as specified on the bid.**
- **Fruit of the Loom does not fall under the radius as specified on the bid. They also did not meet bid specifications**
- **Print Speicalty does not fall under the radius as specified on the bid.**
- **School Cuts was deemed non responsive because they did not respond to the County's request for Embroidery Samples by deadline date**
- **Joe Henry Company withdrawn their bid because they were not able to hold to the original prices.

Bids opened: April 28, 2008
 Angela M. Seymour

COUNTY OF LEXINGTON

Procurement Services

MEMORANDUM

(O) 785-8319

(F) 785-2240

DATE: July 2, 2008

TO: Katherine Hubbard
County Administrator

THRU: Reggie Murphy
Procurement Manager

FROM: Angela M. Seymour
Procurement Officer

SUBJECT: REQUEST FOR APPROVAL TO UTILIZE COMPETITIVE SEALED PROPOSALS PROCESS FOR ANNUAL CONTRACT TO PRINT/PROCESS/MAIL COUNTY TAX FORMS

We are requesting the use of the Request for Proposals (RFP) process in order to seek competitive proposals from potential qualified bidders for annual contract to print/process/mail electronic forms for the Treasurer's, Assessor's, and Auditor's offices. The County has previously bid this operation out and feels that it would be in the best interest of the County to request proposals from outside sources.

Due to the scope of this project, we feel that it would not be practical or to our advantage to write up a comprehensive set of specifications that may limit our resources or restrict competition. In selecting a contractor, it will also be advantageous to consider other award criteria in addition to cost. Proposals shall be reviewed and evaluated by a review panel based upon specific evaluation factors such as overall qualifications and experience of the firm and personnel assigned to the project, demonstrated understanding of the scope and objectives, technical approach and work plan, references, and proposed commission.

It is therefore our recommendation to utilize the competitive sealed proposal procedure established in the County ordinance Ord. No. 93-6, § 2-97, 1-24-94. We further recommend that we seek approval at the next scheduled County Council meeting set for July 22, 2008.

Thank you.

copy: Larry Porth, Director of Finance/Assistant County Administrator
Jim Eckstrom, Treasurer
Chris Harmon, Auditor
Rick Dolan, Assessor
Mike Ujcich, Chief Information Officer
Jim Schafer, Information Technology Manager

COUNTY OF LEXINGTON

Procurement Services

MEMORANDUM

(O) 785-8319

(F) 785-2240

DATE: July 15, 2008

TO: Katherine L. Hubbard
County Administrator

THROUGH: Reggie Murphy
Procurement Manager

FROM: Angela M. Seymour
Procurement Officer

SUBJECT: Caterpillar Compactor Caron Wheel Tips

We received a purchase request from Solid Waste Management to remove and replace the Caterpillar 826G Compactor Caron wheel tips. These items will be purchased sole source from Blanchard Machinery Company as the only local Caterpillar vendor capable of providing this replacement.

Dave Eger, Director of Solid Waste Management and Ellis Gammons, Fleet Manager have reviewed and recommended this purchase. The total cost, including applicable sales tax, is \$42,837.20.

Funds are appropriated in the following account:

5700-121204-522100 Heavy Equipment Repairs & Maintenance \$42,837.20

I concur with the above recommendation and further recommend that this bid be placed on County Council's agenda for their next scheduled meeting on July 22, 2008.

copy: Larry Porth, Director of Finance/Assistant County Administrator
Dave Eger, Director of Solid Waste Management
Ellis Gammons, Fleet Manager

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 # M08-07

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

White Water Drive, portion of Rocky Ramp Drive & Launch Court

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

TMS#: Property Owner:

Reason for the request: To be more consistent with the surrounding properties

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

Date of Application: 06/30/08 Applicant: Property Owner Authorized Agent

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

Signature: Signature on File Printed Name: George L. Duke

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

Table with 2 columns: Date, Action. Rows: 06/30/08 Application Received, Newspaper Advertisement, Notices Mailed

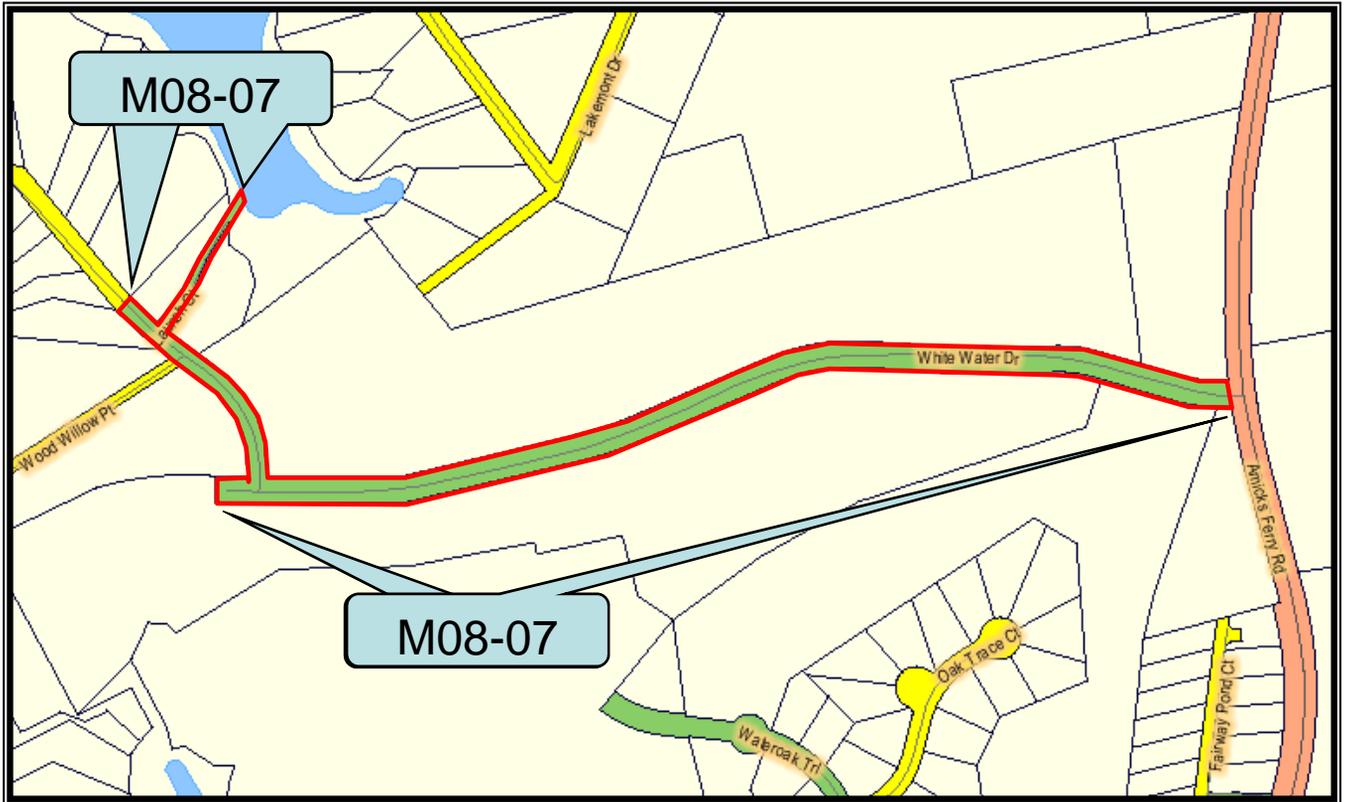
Table with 2 columns: Date, Action. Rows: 06/30/08 Fee Received, Property Posted, Planning Commission

Planning Commission Recommendation:

Table with 5 columns: Date, Action, Public Hearing, Second Reading, Third Reading. Row: 07/22/08 First Reading

Results:

Zoning Map Amendment Application M08-07



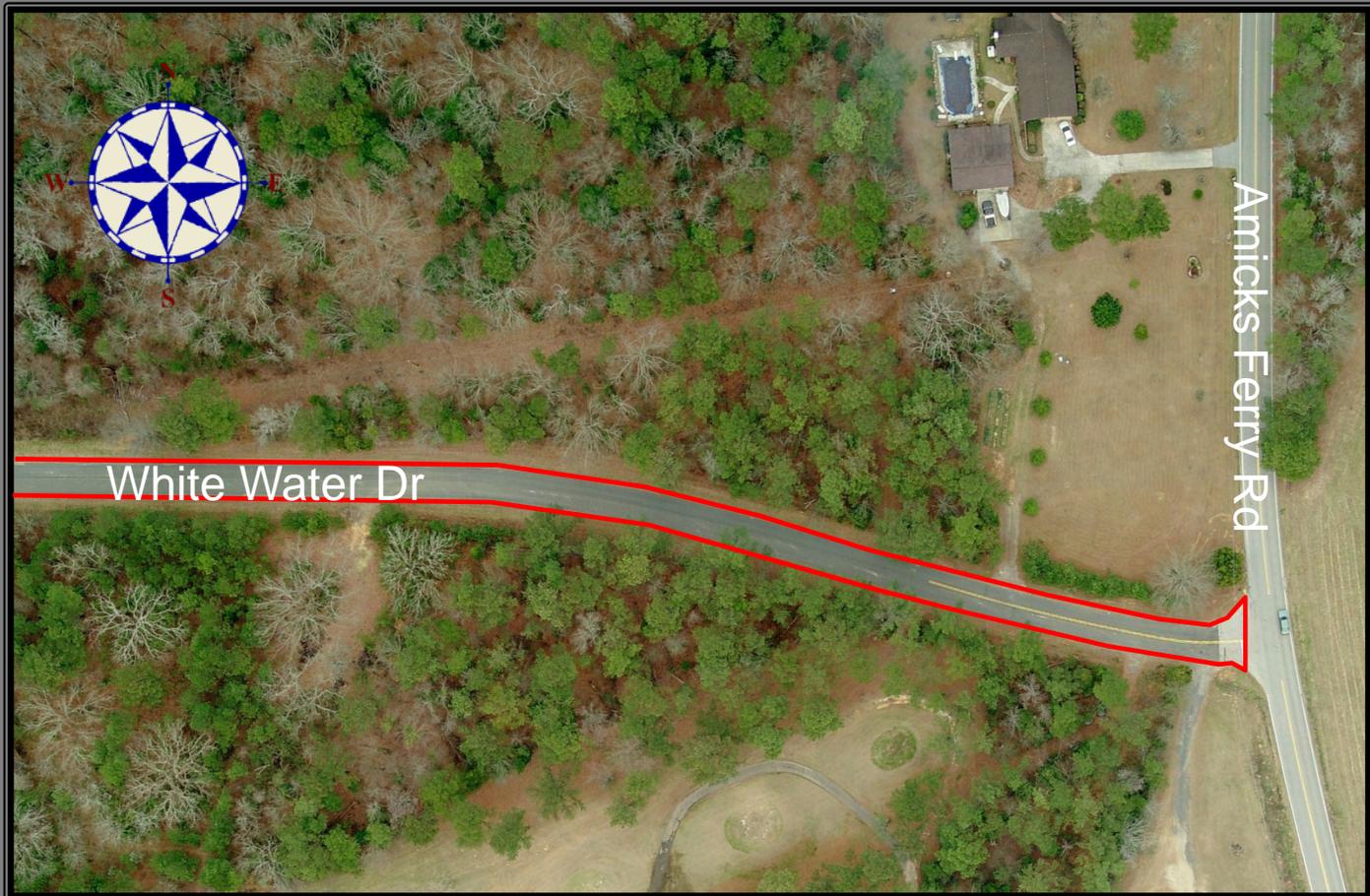
ZONING LEGEND

	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 M08-07

Existing Local (L) portions of White Water Dr,
Rocky Ramp Dr, and Launch Ct.

Section 1 (from Amicks Ferry Rd, west)



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

Zoning Map Amendment Application M08-07

Existing Local (L) portions of White Water Dr,
Rocky Ramp Dr, and Launch Ct.

Section 2 (from Section 1, west)



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

Zoning Map Amendment Application M08-07

Existing Local (L) portions of White Water Dr,
Rocky Ramp Dr, and Launch Ct.



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



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 # M08-08

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

Three Oak Lane & Water Oak Trail

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

TMS#: Property Owner:

Reason for the request: To be more consistent with the surrounding properties

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

Date of Application: 06/30/08 Applicant: Property Owner Authorized Agent

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

Signature: Signature on File Printed Name: George L. Duke

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

Table with 2 columns: Date, Action. Rows: 06/30/08 Application Received, Newspaper Advertisement, Notices Mailed

Table with 2 columns: Date, Action. Rows: 06/30/08 Fee Received, Property Posted, Planning Commission

Planning Commission Recommendation:

Table with 5 columns: Date, First Reading, Public Hearing, Second Reading, Third Reading. Row: 07/22/08

Results:

Zoning Map Amendment Application M08-08



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 M08-08

Three Oak Ln and Water Oak Trail.



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

Zoning Map Amendment Application M08-08

Three Oak Ln and Water Oak Trail.



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

Zoning Map Amendment Application M08-08

Three Oak Ln and Water Oak Trail.



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

Zoning Map Amendment Application M08-08

Three Oak Ln and Water Oak Trail.



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

Zoning Map Amendment Application M08-08

Three Oak Ln and Water Oak Trail.



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

ORDINANCE NO. 08-12

AN ORDINANCE TO AMEND ORDINANCE NO. 95-12 AS AMENDED BY SUBSEQUENT ORDINANCES RELATING TO THE JOINT COUNTY INDUSTRIAL PARK OF LEXINGTON AND CALHOUN COUNTIES SO AS TO ENLARGE THE PARK TO ADD CERTAIN PROPERTY OWNED OR LEASED BY HOME DEPOT

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

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

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

WHEREAS, the expansion of the Park shall include a certain tracts of real estate described Exhibit A attached to this Ordinance that shall be hereafter owned or lease by Home Depot (as such description may be hereafter defined) ("Property").

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

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

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

LEXINGTON COUNTY, SOUTH CAROLINA

(SEAL)

By: _____
William C. Derrick, Chairman of County Council
Lexington County, South Carolina

ATTEST:

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

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

