

AGENDA
LEXINGTON COUNTY COUNCIL
Committee Meetings

Tuesday, May 13, 2008

To be Held on the

Second Floor - Dorothy K. Black Council Chambers - 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.**

3:00 p.m. - 3:20 p.m. - Economic Development

- (1) Approval of Resolution - 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 – Economic Development - Chuck Whipple, Senior Project Manager.....**A**
- (2) Ordinance 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 Redocumentation Within Such Incentive Agreement of That Certain Lease Purchase Agreement Between the County and the Company; and (6) Other Matters Relating Thereto - Economic Development - Chuck Whipple, Senior Project Manager**B**
- (3) Approval of Minutes - Meetings of March 25, April 8 and April 22, 2008**C**
- (4) Old Business/New Business
- (5) Adjournment

3:20 p.m. - 3:40 p.m. - Planning & Administration

- (1) Zoning Text Amendment T08-05 - Noise (Goal 2) - Planning & GIS - Charlie Compton, Director **D**
- (2) Approval of Minutes - Meetings of March 25, April 8 and April 22, 2008 **E**
- (3) Old Business/New Business - Landscape Ordinance, Land Use Growth
- (4) Adjournment

3:40 p.m. - 3:42 p.m. - Justice

- (1) Approval of Minutes - Meetings of March 25 and April 22, 2008..... **F**
- (2) Old Business/New Business - City of Columbia Bond Court Cases
- (3) Adjournment

3:42 p.m. - 3:44 p.m. - Health & Human Services

- (1) Approval of Minutes - Meetings of March 25 and April 8, 2008..... **G**
- (2) Old Business/New Business
- (3) Adjournment

3:44 p.m. - 3:57 p.m. - Public Works

- (1) SCDOT Match Requests - Public Works - John Fechtel, Director **H**
- (2) Approval of Minutes - Meetings of March 25, April 8 and April 22, 2008 **I**
- (3) Old Business/New Business - Policy for Skip Paving, Road Right-of-Way Issues, Traffic Congestion
- (4) Adjournment

3:57 p.m. - 3:59 p.m. - Airport

- (1) Approval of Minutes - Meeting of April 22, 2008 **J**
- (2) Old Business/New Business
- (3) Adjournment

3:59 p.m. - 4:01 p.m. - Solid Waste

- (1) Approval of Minutes - Meetings of March 25 and April 22, 2008..... **K**
- (2) Old Business/New Business - Solid Waste Funding
- (3) Adjournment

4:01 p.m. - 4:15 p.m. - Committee of the Whole

- (1) Approval of Property Contract **L**
- (2) Community Covenant **M**
- (3) Approval of Minutes - Meeting of April 22, 2008 **N**

- (4) Old Business/New Business
- (5) 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, May 13, 2008

Second Floor - Dorothy K. Black Council Chambers - County Administration Building

212 South Lake Drive, Lexington, South Carolina 29072

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

4:30 P.M. - COUNCIL CHAMBERS

Call to Order/Invocation

Pledge of Allegiance

Chairman's Report

Administrator's Report

Employee Recognition - Katherine Hubbard, County Administrator

Presentation of Resolutions

- (1) W. Fremont Huggins - Presented by Councilman Keisler
- (2) Leon A. Love - Presented by Councilman Summers
- (3) Andrea Lauren Bickley - Presented by Councilman Jeffcoat

Resolution O

- (1) Kids Kamp

Appointments P

Bids/Purchases/RFPs

- (1) Term Contract for Grounds Maintenance for the Libraries in Lexington County - Library Services Q
- (2) Emergency Shelter with Accessories (Grant Funds) - Public Safety/EMS R
- (3) Twenty-nine (29) Extrication Gear - Public Safety/EMS S
- (4) Fire Ground & Special Equipment - Public Safety/Fire Service T
- (5) Ammunition - Term Contract - Sheriff's Department..... U
- (6) Fourteen (14) GPS Navigation Systems (Grant Funds) - Sheriff's Department..... V

- (7) Weapons Purchase and Disposal of Used and Confiscated Firearms - Sheriff’s Department**W**
- (8) One (1) Farmer’s Used Oil Tank (Grant Funds)- Solid Waste Management**X**

Approval of Minutes - Meetings of April 8 and April 22, 2008..... **Y**

Summer Meeting Schedule **Z**

Zoning Amendment

- (1) Zoning Map Amendment M08-04 - East Side of Garden Valley Lane and South of the CSX Railroad - Announcement of 1st Reading **1**

Committee Reports

Economic Development, S. Davis, Chairman

- (1) Approval of Resolution - 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 – **Tab A**

Justice, B. Banning, Sr., Chairman

- (1) Violence Against Women Act (VAWA) Grant Application..... **2**

Public Works, D. Summers, Chairman

- (1) SCDOT Match Requests - **Tab H**

Committee of the Whole, B. Derrick, Chairman

- (1) Approval of Property Contract - **Tab L**
- (2) Community Covenant - **Tab M**

Ordinances

- (1) Ordinance 08-08 - An Ordinance Adopting a Supplemental Appropriation for Fiscal Year 2007-2008 - 3rd and Final Reading.....**3**
- (2) Ordinance 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 Redocumentation Within Such Incentive Agreement of That Certain Lease Purchase Agreement Between the County and the Company; and (6) Other Matters Relating Thereto - 2nd Reading - **Tab B**
- (3) Ordinance 08-11 - An Ordinance Approving the Sale of 24.90 Acres From the County of Lexington to U.S. Food Services, Inc. - 1st Reading by Title

6:00 P.M. - Public Hearings

- (1) Zoning Map Amendment M08-03 - Change in Road Classification for Old Chapin Road from Lexington Town Limits 260’ North Towards Maxie Road and Maxie Road from the Intersection of Old Chapin Road 1000’ North Towards Ashley Hills Drive.....**4**
- (2) Ordinance 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 Redocumentation Within Such Incentive Agreement of That Certain Lease Purchase Agreement Between the County and the Company; and (6) Other Matters Relating Thereto - **Tab B**

Budget Amendment Resolutions

OLD BUSINESS/NEW BUSINESS

EXECUTIVE SESSION/LEGAL BRIEFING

MATTERS REQUIRING A VOTE AS A RESULT OF EXECUTIVE SESSION

ADJOURNMENT

GOALS

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

**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 with respect to the Expansion Project, 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 assets placed in service during the investment period specified in Section 12-44-30(13) of the Simplified FILOT Act (the "Investment Period"), *i.e.* the period commencing with the initial expenditure with respect to the Expansion Project and ending, unless extended as hereinafter provided, five years from the end of the property tax year in which the first economic development property (as defined in Section 12-44-30(6) of the Code) is placed in service. The parties expect the Initial Investment Period to commence on September 1, 2007 and end on August 31, 2013; provided, that, to the extent that the Company invests or causes to be invested at least \$50,000,000 with respect to the Expansion Project by August 31, 2013, the Investment Period shall be extended by five years to an anticipated ending date of August 31, 2018.

(c) The County, as an additional incentive to induce the Company to locate the Expansion Project within the County, and as reimbursement for the Company's investment in certain Special Source Improvements as may be authorized by the Act, agrees to authorize and provide to the Company annual Special Source Credits in an annual amount 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 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 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.

(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 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 Investment Period (as defined in the Incentive Agreement), 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.

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 April 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

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 Electri 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 May 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 April 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 the Incentive Agreement with the Company whereby the Company will agree to invest or cause to be invested not less than \$29,500,000 with respect to the Expansion Project, 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 assets placed in service during the investment period specified in Section 12-44-30(13) of the Simplified FILOT Act (the "Investment Period"), *i.e.* the period commencing with the initial expenditure with respect to the Expansion Project and ending, unless extended as hereinafter provided, five years from the end of the property tax year in which the first economic development property (as defined in Section 12-44-30(6) of the Code) is placed in service. The parties expect the Investment Period to commence on September 1, 2007 and end on August 31, 2013; provided, however, that, to the extent that the Company invests or causes to be invested at least \$50,000,000 with respect to the Expansion Project by August 31, 2013, the Investment Period shall be extended by five years to an anticipated ending date of August 31, 2018.

(c) The County, as an additional incentive to induce the Company to locate the Expansion Project within the County, and as reimbursement for the Company's

investment in certain Special Source Improvements as may be authorized by the Act, agrees to authorize and provide to the Company annual Special Source Credits in an annual amount 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 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 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.

(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 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 Investment Period (as defined in the Incentive Agreement), 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.

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 April 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

First Reading: March 25, 2008
Second Reading: April 22, 2008
Public Hearing: April 22, 2008
Third Reading: May 6, 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 May 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 [APRIL 22], 2008, AND THE OBLIGATIONS OF THE COUNTY HEREUNDER ARE SUBJECT TO THE REQUIREMENTS OF THE ACT (AS DEFINED HEREIN), INCLUDING WITHOUT LIMITATION THE APPROVAL BY THE COUNTY COUNCIL OF THE COUNTY OF AN ORDINANCE.

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PRELIMINARY FEE IN LIEU OF TAX AND INCENTIVE AGREEMENT

THIS PRELIMINARY FEE IN LIEU OF TAX AND INCENTIVE AGREEMENT (this "Agreement" dated as of May 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 [_____, __], 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, [CMC Steel Fabricators, Inc. d/b/a CMC Joint & Deck Owen Industrial Products, Inc. d/b/a CMC Metal Recycling, Owen Electric Steel Company of South Carolina d/b/a Spray Form International] are the only Co-Investors with respect to the Expansion Project. 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.

"Expansion Project Contractual Requirement" shall mean investment of not less than \$29,500,000 (without regard to depreciation) 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.

"Expansion Project Investment Period" shall mean the period commencing with the date of the Company's initial expenditure with respect to the Expansion Project and ending on the fifth anniversary of the end of the Property Tax Year in which the Company places in service the initial assets comprising the Expansion Project; provided that, to the extent that the Company invests or causes to be invested at least \$50,000,000 by such fifth anniversary, the end of the Expansion Project Investment Period shall automatically be extended by five years; and, provided further that there shall be no extension of the August 31, 2013 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. The parties anticipate that the initial phase of the Expansion Project will be placed in service in the Property Tax Year ending on August 31, 2008 and that therefore, the end of the Expansion Project Investment Period will be August 31, 2013 or, if extended as provided herein, August 31, 2018.

"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 6.01d**) 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, [**CMC Steel Fabricators, Inc. d/b/a CMC Joint & Deck, Owen Industrial Products, Inc. d/b/a CMC Metal Recycling, Owen Electric Steel Company of South Carolina d/b/a Spray Form International**] are the only Sponsors or Sponsor Affiliates with respect to the Expansion Project. 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 anyone 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) As reimbursement for the Company's investment in the Special Source Improvements and subject to the requirements of the Special Source Act, 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) 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) 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.

(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 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.

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 the Statutory Investment Requirement on or before August 31, 2013. 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 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 and filed with respect to each Property Tax Year during the Expansion Project Investment Period without regard to depreciation.

(d) To encourage the Company to increase its investment in the Expansion Project, the County has agreed that, if the aggregate investment in the Expansion Project reaches at least \$50,000,000 by August 31, 2013, the Expansion Project Investment Period shall be automatically extended by five (5) years, and the County hereby agrees to such extension. There shall be no extension, however, beyond August 31, 2013 of the period for meeting the Statutory Investment Requirement or the Expansion Project Contractual Requirement. As extended, the Expansion Project Investment Period is anticipated to extend through August 31, 2018.

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 comply with the Expansion Project Contractual Requirement on or before August 31, 2013, the County reserves the right to terminate or adjust the Negotiated FILOT, Special Source Credit, Multi-County Park designation and other incentives specified

herein with respect to the Expansion Project, prospectively; provided, however, that, if the Company shall nevertheless meet the Statutory Investment Requirement with respect to the Expansion by August 31, 2013, the County shall adjust the incentives specified herein to levels commensurate with benefits provided by the County to similarly situated companies with investment in the County.

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, 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**Error! Bookmark not defined.**

(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, 20[10]. If the Company designates any 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 30 years if the Expansion Project Investment Period is extended pursuant to **Section 5.01(d)** hereof.)

(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 or 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; 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 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 on or before August 31, 2013, then the County shall have the rights specified in **Section 5.05** hereof.

(iv) In accordance with the provisions of **Sections 5.01(c)** and **7.02** hereof, except for Existing Property, 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 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: _____
Fax: _____
Email: _____

(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

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 May 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) 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 May 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 at the Expansion Project prior to August 31, 2013. To date, the Company and Co-Investors have collectively invested \$_____ in the Expansion Project during the Expansion Project Investment Period.

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) 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) 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) 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	
	\$_____
= 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: _____

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.

Memorandum

May 2, 2008

To: Katherine Hubbard
County Administrator

For: Planning and Administration Committee
County Council

From: Charlie Compton, Director
Department of Planning and GIS

Reference: Zoning Ordinance Text Amendment T08-05 – Noise

County Council recently requested that staff draft some possible exemptions to the noise requirements in Section 24.13 of the Lexington County Zoning Ordinance. The Community Development staff and myself have discussed this issue and they have prepared a draft for your consideration (attached).

The list of possible exemptions was prepared in an attempt to identify those activities that might warrant less concern by Lexington County when it comes to noise enforcement. The Community Development staff has done an excellent job of organizing this information into a possible ordinance amendment, but it is certainly possible that we have included too much or too little.

The format of the exemptions also include the opportunity to address additional criteria such as frequency, time of day, and whether to exempt amplified sound systems from the noise levels. The last sentence in this Section refers to another Lexington County ordinance that reinforces the right of law enforcement personnel to use their authority to address nuisance situations.

The Community Development staff wishes to have preliminary input from Council on this amendment draft prior to scheduling the public hearing.

Enclosure: Excerpt from Zoning Ordinance – Section 24.13

24.13 Maximum Permitted Sound Pressure Levels

In all districts, any operation or activity producing noise shall meet the standards of this section, unless expressly exempted.

The maximum permitted sound pressure levels in decibels across protected property lines and district boundaries shall be in accordance with the following table:

PREFERRED CENTER FREQUENCY (Cycles/Second)	ADJACENT GRANDFATHERED RESIDENTIAL USE or ADJACENT RESTRICTIVE DEVELOPMENT DISTRICT	ADJACENT INTENSIVE DEVELOPMENT DISTRICT
31.5	78dB	82dB
63	75	80
125	73	76
250	67	70
500	61	64
1000	56	59
2000	50	53
4000	44	47
8000	39	42
Impact Noise	85dB	95dB

For the purposes of this Ordinance, impact noises shall be considered to be those noises whose peak values are more than three decibels higher than the values indicated on the sound level meter.

Between the hours of 7:00 p.m. and 7:00 a.m. all of the permissible noise levels indicated in the previous table for Adjacent Grandfathered Residential Use or Adjacent Restrictive Development District boundaries shall be reduced by five decibels.

Noises attributable to audible warning devices required on vehicles by either the U.S. Occupational Safety and Health Administration (OSHA) or the U.S. Mining Safety and Health Administration (MSHA) are excluded from the above limitation between the hours of 7:00 a.m. and 7:00 p.m. only.

Noises not directly attributable to an activity located on the same lot are excluded from the above limitations (such as transportation activities on public roads). Noises which are the result of activities accessory to residential living (including but not limited to animal noise, lawn mowers, chain saws, etc.) shall be exempt from the provisions of this section. However, these activities must comply with the provisions of Lexington County Ordinance Chapter 26, Article II, Noise.

The following activities are exempt from the provisions of this section provided they meet the specific conditions listed:

- a. Internal Combustion Engine Events: Events involving competitive showing, racing, or running of vehicles and craft powered by internal combustion engines.
 - Amplified sound systems are not exempt under this category.
 - Exempt on Fridays and Saturdays only between sunrise and 11:00 p.m.
 - Exempt on Sundays only between 1:00 p.m. and 6:00 p.m.

- b. School Cultural and Athletic Rehearsal/Practice Events: Extra-curricular rehearsal and/or practice held on school property. This would most commonly include activities such as the marching band, football, baseball, softball, soccer, etc.
- Amplified sound systems are not exempt under this category.
 - Exempt only between sunrise and sunset.
- c. Regularly Scheduled School Cultural and Athletic Events: Extra-curricular activities held on school property during normal event hours. This would most commonly include activities such as marching band competitions and exhibitions; football, baseball, softball, and soccer games; track meets, etc.
- Amplified sound systems are not exempt under this category.
 - Exempt only between sunrise and 10:00 p.m.
- d. Annual Community-Sponsored Festivals: Festivals sponsored by local communities within the County. This would most commonly include events such as the Irmo Okra Strut, the Lexington Funfest, the Batesburg-Leesville Poultry Festival, the South Congaree Rodeo, the Gilbert Peach Festival, etc.
- Amplified sound systems are not exempt under this category.
 - Exempt only between sunrise and 10:00 p.m.
 - Exempt only twice per year per sponsor/festival.
- e. Recreation Commission Sporting Events: Normal sporting events held at County Recreation Commission locations.
- Amplified sound systems are not exempt under this category.
 - Exempt only between sunrise and 10:00 p.m.
- f. Social, Religious, and Fund Raising Events, Rallies, Concerts, and Historical Re-enactments: Events held for the purpose of raising charitable funds, rallies for the promotion of community and religious purposes, Civil and Revolutionary War re-enactments, scouting jamborees, etc.
- Amplified sound systems are not exempt under this category.
 - Exempt only between sunrise and 10:00 p.m.
 - Exempt only twice per year per sponsor/event.

Nothing in this ordinance shall preclude the enforcement of Lexington County Ordinance Chapter 26, Article II, Noise, in which any excessive noise may be addressed without regard to the standards of this section.

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

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COUNTY OF LEXINGTON
PUBLIC WORKS DEPARTMENT
ENGINEERING

MEMORANDUM

DATE: May 2, 2008

TO: Katherine Hubbard
County Administrator

FROM: John Fechtel, Public Works Director
Assistant County Administrator

RE: SCDOT Match Requests

We have received two (2) requests for a "C" Fund match:

1. **Town of Gilbert – Railroad Depot Project:** The Mayor of Gilbert is requesting \$39,600.00 (20% local match) for the relocation and rehabilitation of the original train depot (Exhibit "A"). The total cost of the project is estimated at \$198,000.00 with SCDOT providing \$158,400.00 (80%). A copy of their application is included (Exhibit "B").
2. **Town of Lexington – Intersection Improvements:** The attached letter (Exhibit "C") details their request for \$92,451.00 for intersection improvements in town. They have received a commitment of about \$5,000,000.00, which requires matching funds. The \$92,451.00 would match \$369,804.00 of federal funds that can be used for Right-of-Way acquisition.

In our "C" Fund Special Projects account (2700-121302-539900), we have \$227,874.00 as unclassified. If both projects are approved (\$132,051.00) it will leave a balance of \$95,823.00 for additional projects this fiscal year.

Staff recommends approval of both projects.

Please present this to the Public Works Committee on May 13, 2008 for their review.

EXHIBIT A

Town of Gilbert

345 Hampton Street, Post Office Box 71
Gilbert, South Carolina 29054

James R. Clamp, Mayor

Council
Donnie D. Cason
Thomas H. Harmon
Barbara A. Reeder
Gwyndell F. Taylor

April 14, 2008

Mr. John Fecht, Director
Lexington County Public Works
440 Ballpark Road
Lexington, South Carolina 29072

Dear John:

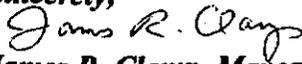
RE: Depot Project

I would first like to thank you for all the assistance you have provided the Town of Gilbert in the past and look forward to working with you on future projects.

As you are aware, we are currently working on a rehabilitation project for the Gilbert Depot. We purchased the original Depot, moved it to property owned by the Town and it is currently being rehabilitated. We applied for and received an enhancement grant from South Carolina Department of Transportation in the amount of \$158,400. The original cost estimate we submitted for the project was \$198,000.

The Town would like to request assistance from the County through the C-Funds to meet the 20% required from the Town as a matching amount. This would allow us to complete more of the project than we originally thought we could. I am attaching a copy of the original application to SCDOT as well as the award letter. We have already received \$50,957.14 from these funds and currently have a request in for an additional \$63,907.50 which will be reimbursed at 80% or \$51,126.00.

We would appreciate your consideration of this request for the 20% match which would be \$39,600 which would assist us greatly in completing this project. Please give me a call at 892-3302 or the Clerk, JoAnn Derrick, at 892-2344 if you would like to discuss this further or if additional documentation is needed.

Sincerely,

James R. Clamp, Mayor

Attachments

EXHIBIT B

SOUTH CAROLINA DEPARTMENT OF TRAN

ORIGINAL

(USE ATTACHED INFORMATION GUIDE)

G 25

APPLICANT: Town of Gilbert DATE: JUNE 12, 2005
 ADDRESS: P.O. Box 71 PHONE: (803) 892-2349
 CITY: Gilbert STATE: SC ZIP: 29054
 CONTACT PERSON: Jo Ann Deenick TITLE: Clerk/Threasurer

NAME OF PROJECT: TRAIN DEPOT RENOVATION
 BRIEF PROJECT DESCRIPTION: PURCHASE, RELOCATION, & DEMO (INTERIOR) OF HISTORIC TRAIN DEPOT
 PROJECT LOCATION: MAIN STREET & HAMPTON STREET
 LENGTH & TERMINI (i.e. where does project begin & end), IF APPLICABLE: N/A
 HOUSE DISTRICT: 87 COUNTY: LEXINGTON
 SENATE DISTRICT: 26 CONGRESSIONAL DISTRICT: 2

CHECK ONLY THOSE ACTIVITIES THAT WILL BE FUNDED WITH ENHANCEMENT FUNDS

- Provisions of facilities for pedestrians and bicycles
- Safety and educational activities (pedestrians & bicyclists)
- Acquisition of scenic easements and scenic or historic sites
- Scenic or historic highway program (tourist and welcome center facilities)
- Landscaping and other scenic beautification
- Historic preservation
- Rehabilitation and operation of historic transportation buildings, structures or facilities
- Preservation of abandoned railway corridors
- Control and removal of outdoor advertising
- Archaeological planning and research
- Mitigation of water pollution due to highway run-off or reduce vehicle caused wildlife mortality while maintaining connectivity
- Establishment of transportation museums

MINIMUM REQUIREMENTS FOR PROPOSALS

PLEASE ANSWER THE FOLLOWING IN SPACES PROVIDED

A. ELIGIBILITY DEMONSTRATION: "See Attached" is NOT ACCEPTABLE.

1. Project falls into one or more of the historic categories; is the property
 Eligible for the National Register of Historic Places? Listed on the National Register of Historic Places?
2. Does project conform to applicable requirements of Americans with Disabilities Act and any other state or federal laws concurring accessibility?
 YES NO
3. What is the project's relationship to the Intermodal Transportation System?
 Function Proximity Impact (refer to page 3 for assistance in answering this question)

This project ~~ENTAILS~~ ^{RENOVATION} THE PURCHASE & RELOCATION OF THE OLD RAILROAD DEPOT LOCATED IN THE TOWN OF GILBERT. PROJECT WILL ALSO INCLUDE THE REMOVAL OF INTERIOR WALLS THAT ~~HAVE~~ COMPROMISE THE HISTORICAL INTEGRITY OF THE STRUCTURE. PROJECT WILL ALSO INCLUDE THE DEMO OF A STRUCTURE WHERE DEPOT WILL BE RELOCATED TO FOR USE BY THE PUBLIC AFTER THE PROJECT IS COMPLETE. THE DEPOT WAS ORIGINALLY BUILT & USED BY SOUTHERN RAILROAD. RENOVATION OF THE STRUCTURE WILL ALLOW FOR USE BY THE GENERAL PUBLIC ONCE CONSTRUCTION IS COMPLETE. THE DEPOT

A-2 will be relocated next to an old Southern Railroad caboose located on town property.

B. PROJECT DESCRIPTION: "See Attached" is NOT ACCEPTABLE.

Describe all work needed to complete the proposed project. Description should reflect only activities checked under project category:

SEE PAGE A-2

Additionally, the structure will become ADA compliant as bathrooms & entrances will allow for access & usage by all citizens.

C. MAPS, PLANS, & PHOTOGRAPHS:

Attach project location map(s), project boundary map and site plan. Include photographs of the existing site and/or facility if applicat

SEE ATTACHED MAP & PHOTO'S

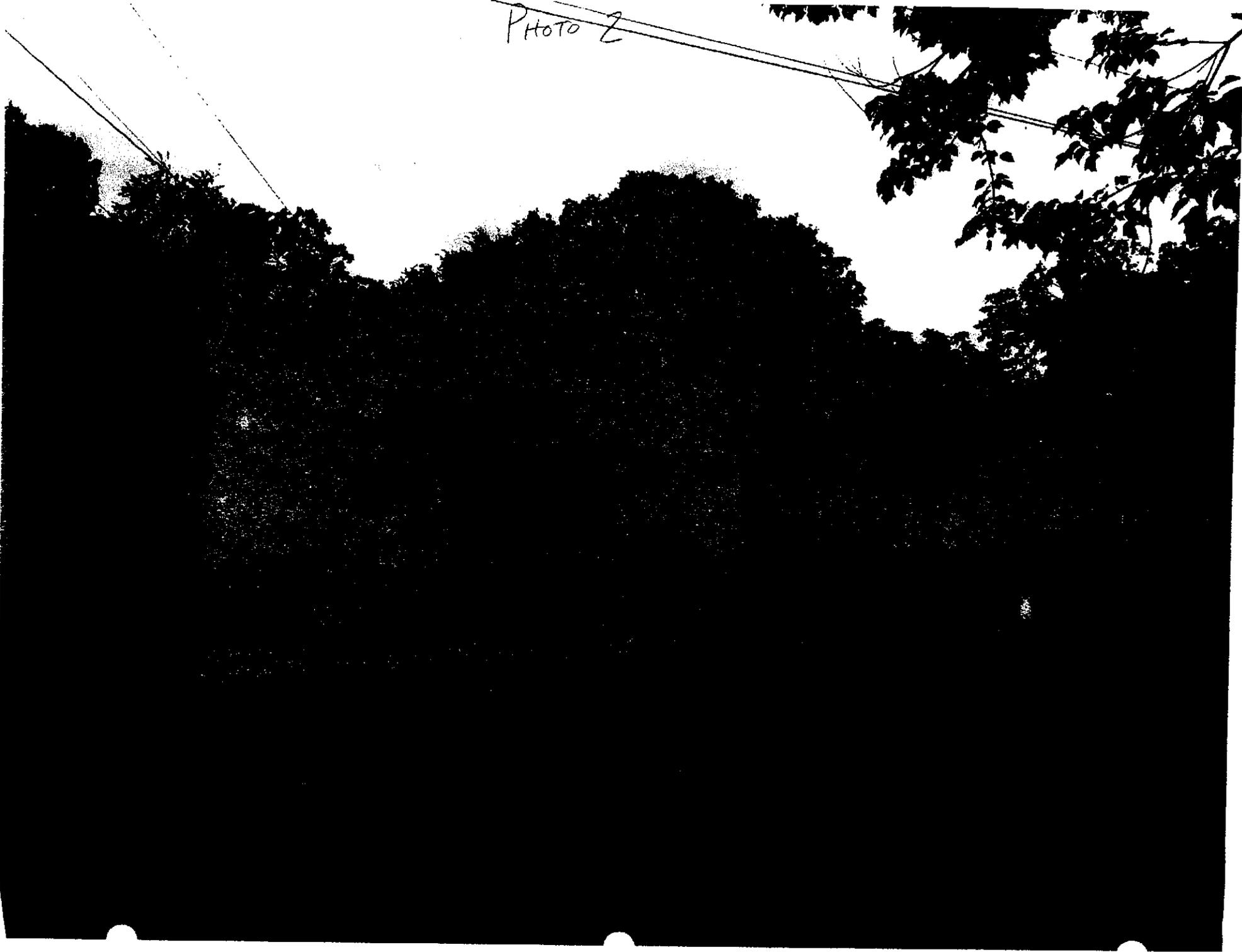
PHOTO 1 - RAILROAD DEPOT TO BE RENOVATED

PHOTO 2 - SITE FOR DEPOT TO BE RELOCATED
TD - INCLUDES STRUCTURE TO BE
DEMOLISHED.

PHOTO I



PHOTO 2



D. PROJECT COST: "See Attached" is NOT ACCEPTABLE.

Itemize all project elements and costs. List item, description, quantity, unit price, amount, etc. If Traffic Control does not appear as a separate cost item, then indicate how it will be accomplished. (Enter total project cost in Section 1 - Line 1, page A9.) Itemize below:

PURCHASE OF BUILDING \$20,000

BUILDING RELOCATION & SETUP \$7,500

DEMO & SITE WORK \$7,500

RENOVATION OF INTERIOR & EXTERIOR OF DEPOT \$125,000

Includes: PERMITS

Plumbing

INT & EXT PAINTING

WINDOWS

DOORS

ELECTRICAL

DEMO OF INT. WALLS

HEAT/AIR RENOVATIONS

INTERIOR WALL REPAIRS

INT WALL TREATMENTS

UTILITIES & ENGINEERING \$20,000

Sub Total \$180,000

Contingency (10%) \$18,000

Total \$198,000.

E. PROPERTY OWNERSHIP:

Identify ownership of ALL property involved in the project. If additional property must be acquired to complete the project, identify ownership and value of property, either purchased or donated:

NOTE:

For all projects on SCDOT rights of way, include with your application either a copy of the approved SCDOT Encroachment Permit or a letter from your SCDOT County Maintenance Office or SCDOT District Office indicating that your project appears feasible in concept with specific details to be worked out in an Encroachment Permit.

Building will be purchased w/ grant funds & RELOCATED TO TOWN PROPERTY. COST OF BUILDING PURCHASE HAS BEEN NEGOTIATED, HOWEVER WON'T TAKE PLACE UNTIL AFTER GRANT CONTRACT IS SIGNED.

F. LOCAL SUPPORT:

Describe local support for the proposal. Attach letters from donors or sponsors committing non-federal share of project costs, commitment or support from sponsors, local government officials and regional organizations. Letter of approval from local jurisdiction if other than applicant may be helpful.

ATTENTION NON-MPO APPLICANTS ONLY:

Document opportunities for public participation in the development of this project:

LETTERS TO BE FORWARDED AT A LATER DATE.

G. PROJECT MAINTENANCE & MANAGEMENT PLANS:

Describe maintenance and management of the project, including the expected source of funds to support activities:
(Extensive landscaping projects must include the installation of an irrigation system, and details for long-term maintenance must be provided.)

Building will be MAINTAINED BY TOWN OF
GILBERT FORCES.

H. ENVIRONMENTAL ASSESSMENT:

Attach any previously prepared environmental documentation to this application. If no previously approved environmental documentation is available, the applicant must complete necessary studies if any, and have them approved prior to project implementation. This requirement does not apply if the application is for planning or feasibility studies only. Indicate below any impact the project is expected to cause.

	YES	NO
Displacement of residences or businesses	<input type="radio"/>	<input checked="" type="radio"/>
Disruption of neighborhoods	<input type="radio"/>	<input checked="" type="radio"/>
Impacts agricultural or recreational land	<input type="radio"/>	<input checked="" type="radio"/>
Impacts historical/archaeological sites	<input checked="" type="radio"/>	<input type="radio"/>
Impacts wetlands, streams/lakes, floodplains	<input type="radio"/>	<input checked="" type="radio"/>
Within coastal zone	<input type="radio"/>	<input checked="" type="radio"/>
Endangered species	<input type="radio"/>	<input checked="" type="radio"/>
Air/water quality	<input type="radio"/>	<input checked="" type="radio"/>
Noise	<input type="radio"/>	<input checked="" type="radio"/>
Hazardous waste site	<input type="radio"/>	<input checked="" type="radio"/>

Any county, state, and/or federal permits required will have to be secured by the applicant prior to contract signing. These may include Army Corps of Engineers, Office of Coastal Resource Management, Coast Guard, Federal Energy Regulatory Commission, County Sediment and Erosion Control and Stormwater Management Ordinance, or State Budget and Control Board.

SC Archives & History will be consulted & approval of any renovations will be done by their staff. Any applicable county & DHEC permits will be obtained prior to work starting.

I. FUNDS REQUESTED, LOCAL MATCH AND SOURCE:

LINE 1 - Total project cost (From Section D; Page 5) \$ 198,000
 LINE 2 - Local match (Must be at least 20% of Line 1) \$ 39,600

List source of match and amount from each source

A - TOWN OF GILBERT \$ 34,600
 B - Michael A Dennis, PE \$ 5,000
 C - _____ \$ _____
 D - _____ \$ _____
 E - _____ \$ _____

TOTAL AMOUNT OF MATCH (Equal to Line #2 above.) \$ 39,600

LINE 3 - Funds Requested by Applicant:
 (subtract Line 2 from Line 1) \$ 158,400

Attention Non-MPO applicants: Federal Funds limited to \$200,000.00 maximum.

Is this project within a Metropolitan Planning Organization (MPO) boundary? YES NO
 If yes, is the project in the Transportation Improvement Program (TIP)? YES NO

List MPO _____ Amount in TIP for project: _____

J. CERTIFICATION

The undersigned has authority to sign on behalf of the applicant and certifies that the applicant has legal authority to enter into contract to implement this project and that all information provided is complete and accurate to their best knowledge.

John Derrick 6/12/05
 SIGNATURE DATE

Clerk/Treasurer 803-892-2344
 TITLE PHONE

John Derrick
 PRINTED NAME

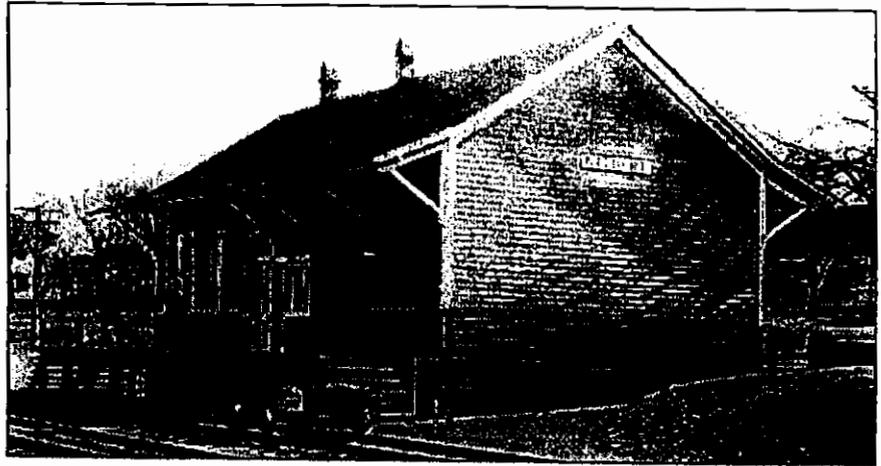
2005 JUN 14 10:00 AM
 OFFICE OF
 APPLICATION PROGRAMS
 1000

Mail ORIGINAL and SIX (6) COPIES of application to:

South Carolina Department of Transportation
 Office of Beautification Programs, Room 120 B
 955 Park Street
 P.O. Box 191
 Columbia, South Carolina 29202



as southwest of Columbia on
view. (Southern Railway)



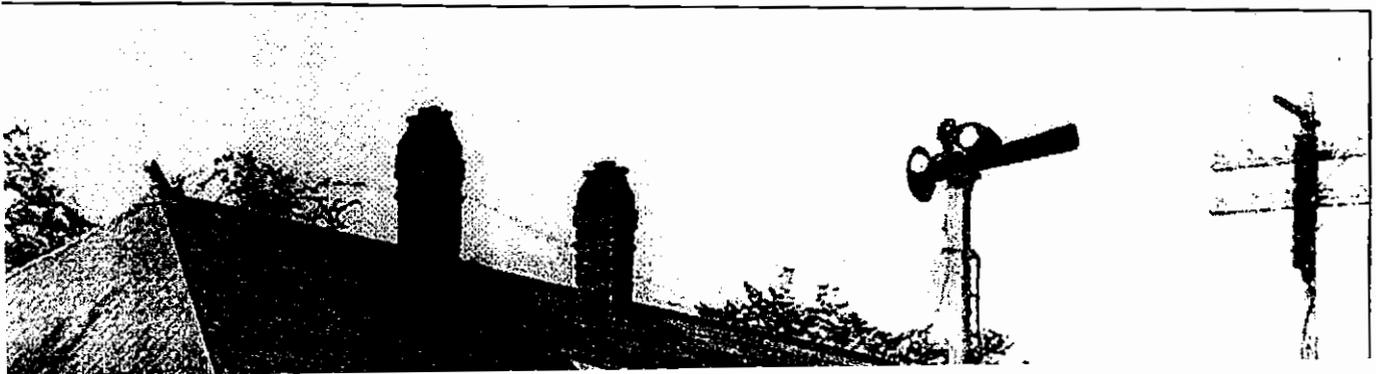
GILBERT. Depot 22 miles southwest of Columbia. 1917 view.
Carloads of peaches once left this depot. (Southern Railway)



Columbia.
Railway)



BATESBURG. 1917 view of freight depot 32 miles
southwest of Columbia. (Southern Railway)



Michael A. Dennis, P.E.

2542 Old Charleston Rd. · Gilbert, South Carolina 29054
(803) 892-6930 · Fax (803) 892-6930 · Mobile (803) 606-2834

August 17, 2005

Honorable Randy Clamp
Town of Gilbert
345 Hampton Street
Gilbert, SC 29054

RE: Town of Gilbert's TEP – Train Depot

Dear Mayor Clamp:

It is my pleasure to donate up to \$5000 professional engineering services to the Town of Gilbert as matching in-kind services for the town's 2005 South Carolina Department of Transportation (SCDOT) Enhancement Project.

Please contact me at (803) 892-6930 if you or anyone at the town or SCDOT has any questions.

Sincerely,

Michael A. Dennis, P.E.

Town of Gilbert

345 Hampton Street, Post Office Box 71
Gilbert, South Carolina 29054

James R. Clamp, Mayor

Councilmen:

**Alfonzo Dennis, Sr.
Thomas S. Harmon
Barbara A. Reeder
Gwyndell F. Taylor**

August 17, 2005

**Mr. J. C. Watson, Assistant to Deputy State Highway Engineer
South Carolina Department of Transportation
Post Office Box 191
Columbia, South Carolina 29202**

Dear Mr. Watson:

RE: Train Depot Renovation Project

Attached you will find our original application for the Transportation Enhancement Program. You will also find a letter from Mr. David P. Kelly, DOT Project Coordinator, South Carolina Archives & History Center stating the property does appear to meet the criteria for listing in the National Register of Historic Places. Also attached is a letter from Mr. Michael A. Dennis regarding his donation of \$5,000 professional engineering services for this project.

I believe this is all the information requested but if further information is needed, please feel free to give me a call at 892-2344 and I will be glad to discuss this with you.

Thank you for your assistance with this application.

Sincerely,

**JoAnn Derrick
Clerk/Treasurer**

Attachment



South Carolina
Department of Transportation

August 10, 2005

Ms. Jo Ann Derrick
Town of Gilbert
Post Office Box 71
Gilbert, South Carolina 29054

Re: Train Depot Renovation Project

Dear Ms. Derrick:

The South Carolina Department of Transportation is pleased to have your community participate in the 13th Annual Transportation Enhancement Program (TEP) for non-metropolitan areas.

Our technical review team has reviewed your application and has found that some modifications are necessary in order to comply with the TEP guidelines. For your convenience, we have enclosed your original application and the team's comments for your review. Please make the necessary modification(s) and resubmit your original application with the necessary modifications and the Technical Staff Review Form(s) to the **Enhancement Program Outreach Office, 955 Park Street, Room 120B, Columbia, SC 29201**. In order for your application to be further considered, it is imperative that your modified application is received **on or before Wednesday, August 24, 2005**.

Thank you for your application submittal and timely response. If you have any questions, please contact the Enhancement Program Outreach office at (803) 737-1953.

Sincerely,

J. C. Watson
Assistant to Deputy State Highway Engineer

JCW:yds

Enclosures

cc: John V. Walsh, Deputy State Highway Engineer
Cathy P. Rice, Enhancement Coordinator





Technical Staff Review Form 2005

Upon review of the Enhancement Application, please record your comments in the space provided below. Please (1) list the page number, (2) the item(s) requiring correcting and (3) the recommended corrective action. Please keep your comments brief and precise. Applications requiring corrective action and this form will be forwarded back to the applicant. Please return this form to the Enhancement Program Outreach (EPO) before Monday, July 11, 2005.

Applicant: Town of Gilbert

Project Name: Train Depot Renovation (G-25)

County: Lexington

Place a check in this box, if no corrective action is necessary.

Reviewed by:

Name _____
Title _____ Date _____
Phone No. _____

- ~~XXXXXXXXXX~~

check w/ SHPPD regarding
eligibility



Technical Staff Review Form 2005

Upon review of the Enhancement Application, please record your comments in the space provided below. Please (1) list the page number, (2) the item(s) requiring correcting and (3) the recommended corrective action. Please keep your comments brief and precise. Applications requiring corrective action and this form will be forwarded back to the applicant. Please return this form to the Enhancement Program Outreach (EPO) before Monday, July 11, 2005.

Applicant: Town of Gilbert

Project Name: Train Depot Renovation (G-25)

County: Lexington

Place a check in this box, if no corrective action is necessary.

Reviewed by:
Name David Kelly
Title SRP DOT Liaison Date 7/7/05
Phone No. 896-6134

p. A. 2 — SCDAM discourages moving historic resources, which this application says is part of the plan for the depot. Applicant should reconsider moving building as that may make it ineligible for the National Register of Historic Places and therefore ineligible for Enhancement grant funding.



Technical Staff Review Form 2005

Upon review of the Enhancement Application, please record your comments in the space provided below. Please (1) list the page number, (2) the item(s) requiring correcting and (3) the recommended corrective action. Please keep your comments brief and precise. Applications requiring corrective action and this form will be forwarded back to the applicant. Please return this form to the Enhancement Program Outreach (EPO) before **Monday, July 11, 2005**.

Applicant: Town of Gilbert

Project Name: Train Depot Renovation (G-25)

County: Lexington

Place a check in this box, if no corrective action is necessary.

Reviewed by:

Name Thomas Dodds, P.E.

Title Pedestrian and Bicycle Engineer **Date** July 1, 2005

Phone No. 803-737-1052

Need a letter of commitment from Mr. Michael A. Dennis, P.E. regarding his donation of \$5000 in professional services toward the local match requirement.

Need documentation that the building is on or eligible for National Register of Historic Places.

Participation Agreement
Information Form

<u>SCDOT Section</u>	ENH#: _____
Project Name: _____	
Project Engineer: _____	
PIN#: _____	Project: _____
Activity Code: _____	Object Code: _____
Commission Approval Date: _____ Approved Amount: \$ _____	
SCDOT Maximum Funding: \$ _____	
Local Match: \$ _____	

I. **Participating Party** County: _____

- a. Legal Name: Town of Gilbert
- b. Federal ID#: 57-0655081

II. **Project:**

- a. Detailed Project Description: (Use extra pages if necessary)

Demolish and remove small structure on site where Depot will be placed. Purchase Depot, relocate, and restore Gilbert Depo

- b. Project Area Map: (Attach to this form)

III. **Participating Party Will:** (List services to be performed by participating party or his agent. Indicate if services by agent. Use extra pages if necessary)

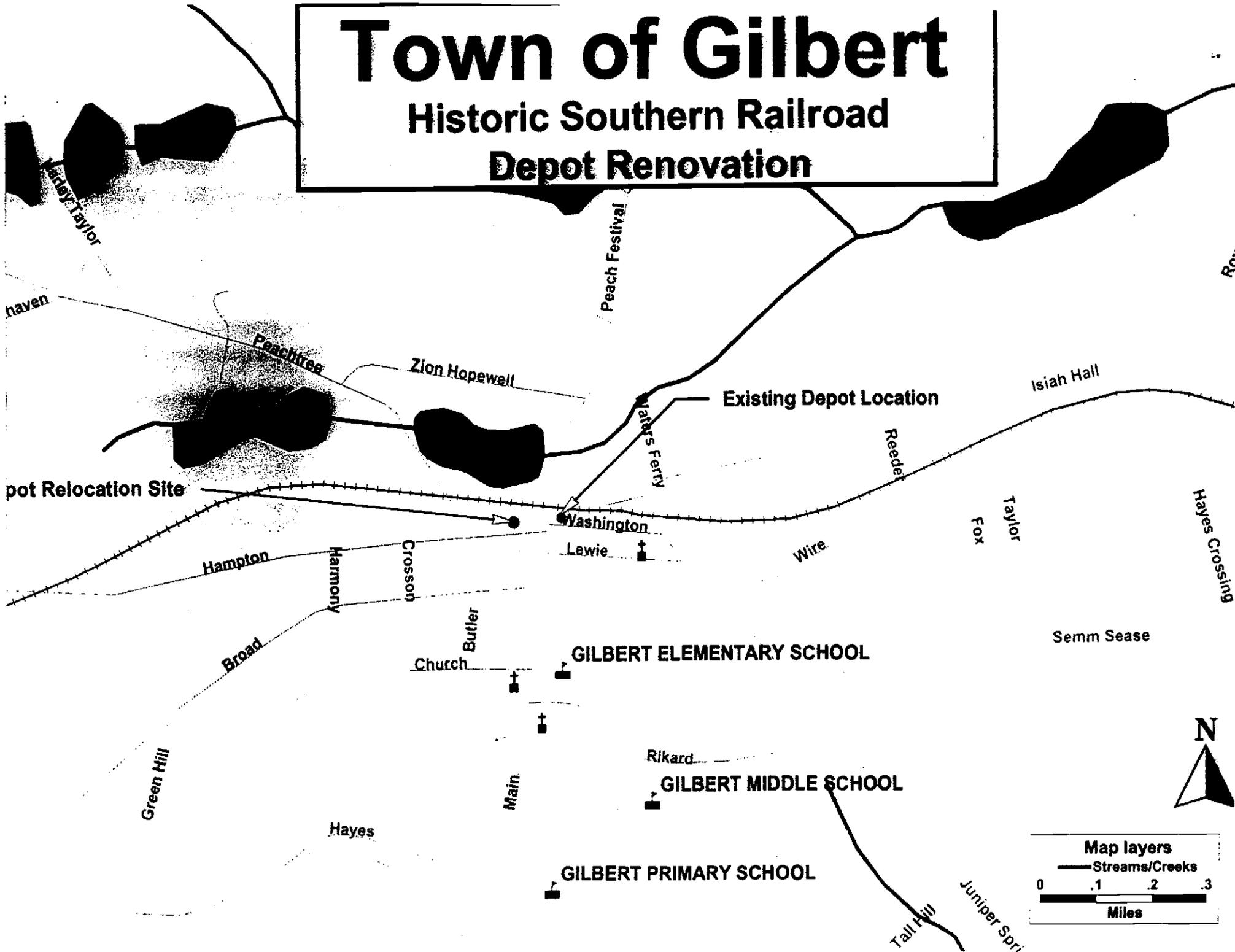
- 1. Demolish and remove small structure on site.
- 2. Purchase Gilbert Depot.
- 3. Relocate to site on Hampton Street beside caboose.
- etc. Restore to near original structure.

IV. **SCDOT Will:** (Use extra pages if necessary)

- 1. Coordinate with SC Archives & History to restore
- 2. appropriately.
- 3.
- etc. Provide funding.

Town of Gilbert

Historic Southern Railroad Depot Renovation



V. Funding:

A. Detailed Cost Estimate: (Use extra pages if necessary)

SEE ATTACHED SHEET

B. SCDOT:

1. Maximum Funding: \$158,400
2. Services eligible:
 - a.
 - b.
 - c.
 - etc.

C. Participating Party:

Responsible for all funding in excess of the SCDOT maximum funding for eligible services.

D. Distribution Costs:

1. SCDOT: 80 % not to exceed SCDOT maximum funding.
2. Participating Party: 20 % plus all costs in excess of SCDOT maximum eligible funding.

E. It is anticipated that this project will require 12 months to complete after authorization to proceed is received.

Please complete the above form and return to the Enhancement Program Outreach Office, South Carolina Department of Transportation, Room 120-B, Post Office Box 191, Columbia, S.C. 29202, for verification.

The Enhancement Program Outreach Office will submit this form, when approved, to the SCDOT's Contract Program Manager (Legal Division) for completion of a legal document between the parties.

Three originals of an agreement will be submitted to the participating party with instructions for execution.

No work performed prior to complete execution of the agreement and notice to proceed will be eligible for funding.

Completed By: JoAnn Derrick Date: April 7, 2006

Title: Clerk/Treasurer Telephone No.: (803) 892-2344

PROJECTED COST OF DEPOT

Purchase of building	\$20,000
Building relocation and set-up	7,500
Demolition and site work	7,500
Renovation of interior and exterior of depot	125,000

Includes:

- Plumbing**
- Interior and exterior painting**
- Windows**
- Doors**
- Electrical**
- Demolition of interior walls**
- Heat and air renovations**
- Interior wall replacement**
- Interior wall treatments**

Utilities and engineering	<u>20,000</u>
SubTotal	180,000
Contingency (10%)	<u>18,000</u>
TOTAL	\$198,000



South Carolina
Department of Transportation

January 24, 2006

Ms. Jo Ann Derrick
Town of Gilbert
Post Office Box 71
Gilbert, South Carolina 29054

Re: ***SCDOT's Transportation Enhancement Program FY 2005/06
For Non-Metropolitan Areas***

Dear Ms. Derrick:

The South Carolina Department of Transportation (SCDOT) Commission is pleased to advise you that your request to fund the **Train Depot Renovation** project has been approved. The amount of the transportation enhancement funds allocated is **\$158,400.00**.

Since 1992, the SCDOT Commission has elected to allocate a portion of available funds for enhancement projects for a broad range of non-traditional transportation related activities, such as streetscaping, bicycle and pedestrian facilities, scenic and landscaping programs, and historic preservation. The program has proven to be very beneficial to the communities across our state and the SCDOT Commission desires to continue allocating the funds.

So that we may prepare and process the Participation Agreement, please complete the enclosed two-page "Participation Agreement Information Form" and "W-9 Form". Please return the forms by **Friday, April 14, 2006** to: SCDOT, Attention: Enhancement Program Outreach Office, Room 120B, P.O. Box 191, Columbia SC 29202-0191. Please attach a map of the project area to the completed information form, as instructed under item Number II-B on the form.

Please note that the SCDOT cannot reimburse the **Town of Gilbert** for any work that begins on the project prior to you having received the following: an approved encroachment permit (if applicable); environmental clearances (if applicable), and a fully executed copy of the Participation Agreement with authorization to proceed from SCDOT.

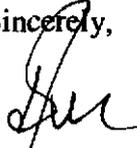
In addition, if there is a desire to have a "Big Check" ceremony, please contact Mrs. Cathy Rice, SCDOT's Enhancement Manager with the arrangements that have been made for the ceremony. Mrs. Rice will advise me of the date and time of the ceremony. Please know that I will make every effort to attend or send a designee in the event that I have a scheduling conflict. Mrs. Rice can be contacted at (803) 737-1953.



Ms. Jo Ann Derrick
Page 2 of 2
January 24, 2006

I am very pleased we were able to accommodate the request for funding assistance with this very important project, and I look forward to seeing it progress to a successful completion.

Sincerely,



John N. Hardee
SCDOT Commissioner
Second Congressional District

JNH:cpr
cc: Tee Hooper, Chairman SCDOT Commission
Elizabeth S. Mabry, Executive Director
File: EPO/CPR

*I had to
Be of Help!!
JH*

EXHIBIT C

TOWN OF LEXINGTON 111 Maiden Lane



MAYOR
T. Randall Halfacre

MAYOR PRO-TEM
Hazel Leggett-Tyndall

COUNCIL
Richard D. Thompson
Kathy Maness
Ted Stambolitis
Danny Frazier
Todd Shevchik

TOWN ADMINISTRATOR
James W. Duckett, Jr.

MAILING ADDRESS
Post Office Box 397
Lexington, SC 29071

INFORMATION
803-359-4164
www.lexsc.com

FAX
803-359-4460

April 17, 2008

Lexington County
Department of Public Works
440 Ballpark Road
Lexington, SC 29072

Attention: John Fechtel

Re: "C" Funds Appropriation Request

Dear Mr. ^{John}~~Fecht~~el:

I write to you in the spirit of cooperation between Town and County. Obviously there are serious issues with traffic congestion within both the Town and County. Recently the Town has pursued Federal appropriations for improvements and congestion relief at the intersections of US Highway 378 and US Highway 1 as well as two other adjacent ancillary intersections. While we have been somewhat successful, receiving approximately 5 million dollars or half of the required funding, programming these funds requires matching money.

Specifically, I would respectfully request that the County consider matching an earmark the Town has received. The match of \$92,451.00 would release \$369,804.00, totaling the funds available for use for that earmark to \$462,255.00. These funds would be used for right-of-way acquisition on the project.

I, personally as well as a representative of the Town as a whole, greatly appreciate the County's consideration.

Sincerely,

Britt Poole
Assistant Town Administrator

cc: Jim Duckett, Town Administrator

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COMMUNITY COVENANT to our ARMED SERVICES

In order to make clear and to publicly proclaim our long standing commitment and daily support of those who so bravely serve this great nation, both at home and abroad, at this critical time in our Nation's history, We, the Community, pledge this covenant to our active duty Army, Army Reserves and National Guard and their Families.

By so doing, We humbly recognize and gratefully acknowledge:

- The heroic sacrifices and heavy price Soldiers and their Families are called upon to make every day for the cause of freedom;
- The distinctive commitment of those Families who have lost loved ones and whose loved ones are returning to them wounded and injured;
- That over half of today's Soldiers are married, bringing 500,000 spouses and 700,000 children into the Army with them;
- That Fort Jackson, formerly Camp Jackson, is more than a military installation; it is an affair of the heart between a Community that purposefully invited Soldiers and their Families to become an integral part of the Community;
- That the economic impact of this military installation is more than \$2 billion per year and that over the next 5 years, the Community will welcome over 5,000 new families and \$???? in new construction;
- That for Soldiers' Families to be strong, they must have the pledged support of the combined strengths of all within the Community to include Employers, Educators, Civic and Business Leaders and its Citizens;

Therefore, We, the Community, commit to building strong partnerships that support the strength, resilience and readiness of Soldiers and their Families, so that Soldiers can gain comfort in knowing their Families are not alone.

By signing this covenant on this day, Friday, June 13, 2008, We do so pledge.

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 13TH DAY OF MAY, TWO THOUSAND AND EIGHT, ADOPTED THE FOLLOWING:

WHEREAS, eleven partnering churches along with over twenty (20) participating churches in Lexington, West Columbia, Columbia, and surrounding communities have joined together to provide a free “kamp” for children four - sixteen years of age. The “kamp” includes ministry, activities, and a meal for five evenings; and

WHEREAS, the ninth annual Kids Kamp will be held the week of June 9-13, 2008 at the South Congaree Arena; and

WHEREAS, Kids Kamp breaks down all denominational barriers joining over 400 volunteers with one goal in mind, to introduce each child to the saving grace of our Lord and Savior, Jesus Christ, and to offer them hope that will last a life time. This “kamp” is designed to be one of the most effective for the time and cost to carry it out. There is no cost to the 1,200+ children that attend; and

WHEREAS, we believe that to invest in the children of our Community is to invest in the future of our Community.

NOW, THEREFORE, BE IT RESOLVED that we, the members of Lexington County Council hereby commend **KIDS KAMP PARTNERING CHURCHES** for their service to the area youth and offer our endorsement of Kids Kamp 2008.

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

May 13, 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 expires 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

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

Nancy K. Perry Children's Shelter – Christine Westbrook – Term expires 6/30/08 – 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

Nancy K. Perry Children's Shelter – James E. Murray– Term expires 6/30/08 – Not eligible for Reappointment – Nomination form for Elizabeth B. (Beth) Partlow attached.

Planning Commission - William E. Unthank, Jr. (Resigned December 2007) - Term expires 8/26/11

TODD CULLUM

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

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

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

CENTRAL MIDLANDS COUNCIL OF GOVERNMENTS

Bill Banning – 6/15/08 – Eligible for reappointment

Wilbur Jeffcoat – 6/15/08 – Eligible for reappointment

MIDLANDS WORKFORCE DEVELOPMENT BOARD

Thomas T. Mathis – Term expires 6/30/08 – Eligible for reappointment

Frank M. Price - Term expires 6/30/08 – Eligible for reappointment

Dan Gensamer - Term expires 6/30/08 – Eligible for reappointment

MIDLANDS AUTHORITY FOR CONVENTIONS, SPORTS AND TOURISM

Robert E. Livingston (at-large) – Term expires 6/30/08 – Eligible for reappointment

LEXINGTON COUNTY COUNCIL
BOARD/COMMISSION NOMINATION FORM

Name of Board/Commission: Nancy J. Perry Children's Shelter

Nominee: Elizabeth B. (Beth) Partlow

Address: 115 Oaks Ct., Lexington, SC 29072

Employed by: Ogletree Deakins Nash Smoak & Stewart, P.C.

Address: 1320 Main St., Ste. 600, Columbia, SC 29201

Home Telephone: 803-957-6690 Business Telephone: 803-252-1300

Mobile Phone: 803-237-5387 Beeper Number: _____

Fax Number: 803-254-6517

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

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

• B.A. and J.D. degrees from University of South Carolina

• Shareholder with Ogletree Deakins law firm with practice in environmental law

• Member of South Carolina Chamber of Commerce Environmental Technical Committee

• Member of Columbia Rotary Club

• Member of Board of Editors (current Editor in Chief) of South Carolina Lawyer

• Adjunct Professor at USC School of Law

• Member of Grace Baptist Church in West Columbia (Sunday School teacher)

Submitted by: Bill Banning Lexington County Council

Council District Number: 8 Telephone 803-785-8103

Date: 4/23/08 FAX - 803- 785-8101

COUNTY OF LEXINGTON

Procurement Services

MEMORANDUM

(O) 785-8319

(F) 785-2240

DATE: April 30, 2008

TO: Katherine L. Hubbard
County Administrator

THROUGH: Reggie Murphy
Procurement Manager

FROM: Angela M. Seymour
Procurement Officer

SUBJECT: **Term Contract for Grounds Maintenance
for the Libraries in Lexington County
Library
Bid No. C08016-04/30/08S**

Competitive bids were solicited and advertised for a term contract to provide Ground Maintenance for the Libraries in Lexington County.

We received five (5) bids (see attached bid tabulation). The bids were evaluated by Dan MacNeill, Library Director; and Angela M. Seymour, Procurement Officer. It is our recommendation to award this contract for the initial period of one (1) year with the option to extend the contract for three (3) additional one (1) year periods, if deemed to be in the best interest of the County, to Carolina Lawn Care as the lowest responsible bidder. The total cost, including applicable sales tax, is \$27,000.00.

Funds are available in the following Library Operations accounts:

2300-230010-520200	Library/Batesburg/Leesville	\$3,000.00
2300-230020-520200	Library/Lexington	\$3,000.00
2300-230030-520200	Library/Cayce/West Columbia	\$3,000.00
2300-230040-520200	Library/Irmo	\$3,000.00
2300-230050-520200	Library/Chapin	\$3,000.00
2300-230060-520200	Library/Swansea	\$3,000.00
2300-230070-520200	Library/Gaston	\$3,000.00
2300-230080-520200	Library/Pelion	\$3,000.00
2300-230090-520200	Library/Gilbert/Summit	\$3,000.00

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 May 13, 2008.

Attachment

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

County of Lexington

Bid Tabulation

BID: C08016-04/30/08S

Term Contract for Grounds Maintenance for Libraries in Lexington County

Qty	U/M	Description	Carolina Lawn Care		Southern Traditions		Todd's Lawn	
			Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price
12	MO	Batesburg/Leesville Branch	No Bid	No Bid	\$185.00	\$2,220.00	\$169.00	\$2,028.00
12	MO	Cayce - West Columbia Branch	No Bid	No Bid	\$200.00	\$2,400.00	\$165.00	\$1,980.00
12	MO	Chapin Branch	No Bid	No Bid	\$215.00	\$2,580.00	\$173.00	\$2,076.00
12	MO	Pelion Branch	No Bid	No Bid	\$190.00	\$2,280.00	\$172.00	\$2,064.00
12	MO	Gaston Branch	No Bid	No Bid	\$185.00	\$2,220.00	\$165.00	\$1,980.00
12	MO	Gilbert - Summit Branch	No Bid	No Bid	\$185.00	\$2,220.00	\$137.00	\$1,644.00
12	MO	Irmo Branch	No Bid	No Bid	\$340.00	\$4,080.00	\$341.00	\$4,092.00
12	MO	Lexington Main Library	No Bid	No Bid	\$565.00	\$6,780.00	\$381.00	\$4,572.00
12	MO	Swansea Lbranch	No Bid	No Bid	\$185.00	\$2,220.00	\$170.00	\$2,040.00
12	MO	South Congaree/ Pine Ridge Branch	No Bid	No Bid	\$290.00	\$3,480.00	\$168.00	\$2,016.00
12	MO	All Locations	\$ 2,250.00	\$ 27,000.00	\$2,540.00	\$30,480.00	\$2,041.00	\$24,492.00

Qty	U/M	Description	Newer View		Landcare, LLC	
			Unit Price	Total Price	Unit Price	Total Price
12	MO	Batesburg/Leesville Branch	\$ 830.00	\$ 9,960.00	\$428.00	\$5,136.00
12	MO	Cayce - West Columbia Branch	\$ 650.00	\$ 7,800.00	\$470.00	\$5,640.00
12	MO	Chapin Branch	\$ 475.00	\$ 5,700.00	\$487.00	\$5,844.00
12	MO	Pelion Branch	\$ 650.00	\$ 7,800.00	\$423.00	\$5,076.00
12	MO	Gaston Branch	\$ 560.00	\$ 6,720.00	\$470.00	\$5,640.00
12	MO	Gilbert - Summit Branch	\$ 675.00	\$ 8,100.00	\$430.00	\$5,160.00
12	MO	Irmo Branch	\$ 833.33	\$ 9,999.96	\$507.00	\$6,084.00
12	MO	Lexington Main Library	\$ 1,670.00	\$ 20,040.00	\$594.00	\$7,128.00
12	MO	Swansea Lbranch	\$ 520.00	\$ 6,240.00	\$388.00	\$4,656.00
12	MO	South Congaree/ Pine Ridge Branch	\$ 450.00	\$ 5,400.00	\$475.00	\$5,700.00
12	MO	All Locations	\$ 7,313.00	\$ 87,756.00	\$4,672.00	\$56,064.00

Todd's Lawn was unable to be considered during the bidding process because the vendor did not attend the mandatory prebid.

Bids Opened: April 30, 2008

Angela M. Seymour
Procurement Officer

COUNTY OF LEXINGTON

Procurement Services

MEMORANDUM

(O) 785-8319

(F) 785-2240

DATE: April 23, 2008

TO: Katherine L. Hubbard
County Administrator

THROUGH: Reggie Murphy
Procurement Manager

FROM: Angela M. Seymour
Procurement Officer

**SUBJECT: Emergency Shelter with Accessories (Grant Funds)
B08051-04/03/08S
Public Safety/EMS**

We received a purchase request for Emergency Shelters with Accessories from Public Safety/EMS. Bidders were allowed to submit bids on one or multiple items, depending on the products they are able to provide. The County received two (2) bids (See attached bid tabulation).

The bids were evaluated by Chief Brian Hood, EMS Coordinator; Mike Gillis, Assistant Chief; and Angela M. Seymour, Procurement Officer. It is our recommendation to award this project to EMS Innovations as the lowest bidder. The total cost, including applicable sales tax, is \$66,161.61.

Funds are appropriated in the following accounts:

2477-131400-5A8541	Supplemental Homeland Security Grant
Tent and Related Accessories for Medical Treatment	\$40,769.72
2477-131400-5A7542	Supplemental Homeland Security Grant
Rapid Deployment Shelter	\$25,391.89

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 May 13, 2008.

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



County of Lexington
Department of Public Safety

EMERGENCY MEDICAL SERVICES DIVISION



April 8, 2008

MEMORANDUM

**To: Angela Seymour
Lexington County Procurement Services**

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

Re: Recommendation on Bid # B08051-04/03/08S

Angela,

I reviewed this bid together with my staff and make the following recommendations.

ITEM 1 Emergency Shelter with HVAC - EMS Innovations # EM338 (Includes all equipment per specifications)

I recommend Item 1 be awarded to EMS Innovations as they meet specifications and are the low bid vendor.

Quantity	Unit Price	Extended
1	38,102.54	38,102.54
	Sub	38,102.54
	Tax	<u>2,667.18</u>
	Total	40,769.72

ITEM 2 Rapid Deployment Shelter - EMS Innovations # EM338 (Includes all equipment per specifications)

I recommend Item 2 be awarded to EMS Innovations as they meet specifications and are the low bid vendor.

Quantity	Unit Price	Extended
1	23,730.74	23,730.74
	Sub	23,730.74
	Tax	<u>1,661.15</u>
	Total	25,391.89

<u>ACCT #</u>	<u>ACCT BALANCE</u>	<u>PURCHASE TOTAL</u>
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ITEM 1

2477-131400-5A8541	\$50,000.00	\$40,769.72
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ITEM 2

2477-131400-5A7542	\$29,958.00	\$25,391.89
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Thank you very much for your assistance during this process. If you have any questions or if I can be of any further assistance, please do not hesitate to contact me.

County of Lexington

Bid Tabulation

BID: B08051-04/03/08S

Emergency Shelters with Accessories

Qty	Description	Southeastern Emergency Equipment		EMS Innovations	
		Unit Price	Total Price	Unit Price	Total Price
1	Emergency Shelter with HVAC	\$ 55,238.00	\$ 55,238.00	\$38,102.54	\$38,102.54
	Tax		\$3,866.66		\$2,667.18
	Total		\$59,104.66		\$40,769.72
1	Rapid Deployment Shelter	\$ 28,726.00	\$ 28,726.00	\$23,730.74	\$23,730.74
	Tax		\$2,010.82		\$1,661.15
	Total		\$30,736.82		\$25,391.89

Bids Opened: April 3, 2008

Angela M. Seymour
Procurement Officer

COUNTY OF LEXINGTON

Procurement Services

MEMORANDUM

(O) 785-8319

(F) 785-2240

DATE: May 1, 2008

TO: Katherine L. Hubbard
County Administrator

THROUGH: Reggie Murphy
Procurement Manager

FROM: Angela M. Seymour
Procurement Officer

SUBJECT: (29) Extrication Gear
Bid No. B08049-03/27/08S
Public Safety/EMS

We received a purchase request for twenty-nine (29) Extrication Gear for Public Safety/EMS. Bidders were allowed to submit bids on one or a multiple of items, depending on the products that they are able to provide. The County received six (6) bids of which one was a no bid. (See attached bid tabulation).

The bids were evaluated by Chief Brian Hood, EMS Coordinator; Eric Kehl, Logistics Coordinator; and Angela M. Seymour, Procurement Officer. It is our recommendation to make multiple awards to the lowest bidders meeting specifications for a total cost, including applicable sales tax, of \$5,301.17 as follows:

Items #1, #4	Slagle Fire Equipment	\$3,579.00
Items #2-3	Safe Industries/Allsource Enterprises	\$1,722.17

Funds are appropriated in the following account:

1000-131400-5A8114	(29) Extrication Gear	\$5301.17
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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 May 13, 2008.

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

County of Lexington

Bid Tabulation

BID: B08049-03/27/08S
EXTRICATION GEAR

		Newton's Fire Safety		Slagle Fire Equipment		Charlotte Equipment Sales	
Qty	Description	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price
1	29 Wildland Protective Jacket	\$ 115.00	\$ 3,335.00	\$ 92.84	\$ 2,692.36		No Bid
2	29 Wildland T Helmet	\$ 32.50	\$ 942.50	\$ 32.75	\$ 949.75		No Bid
3	29 Cairnes ESS Goggles	\$ 26.60	\$ 771.40	\$ 35.50	\$ 1,029.50		No Bid
4	29 Ergodyne Extracation Gloves	\$ 43.00	\$ 1,247.00	\$ 22.50	\$ 652.50		No Bid

		Anderson Fire Safety		Wally's Fire Safety		Safe Industries	
Qty	Description	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price
1	29 Wildland Protective Jacket	\$ 135.00	\$ 3,915.00	\$ 98.00	\$ 2,842.00	\$ 144.00	\$ 4,176.00
2	29 Wildland T Helmet	\$ 40.00	\$ 1,160.00	\$ 32.00	\$ 928.00	\$ 29.50	\$ 855.50
3	29 Cairnes ESS Goggles	\$ 50.00	\$ 1,450.00	\$ 29.00	\$ 841.00	\$ 26.00	\$ 754.00
4	29 Ergodyne Extracation Gloves	\$ 45.00	\$ 1,305.00	\$ 28.00	\$ 812.00	\$ 35.00	\$ 1,015.00

Summary

		Slagle Fire Equipment	
Qty	Description	Unit Price	Total Price
1	29 Wildland Protective Jacket	\$ 92.84	\$ 2,692.36
4	29 Ergodyne Extracation Gloves	\$ 22.50	\$ 652.50
	Subtotal		\$ 3,344.86
	Tax		\$ 234.14
	Total		\$ 3,579.00

		Safe Industries	
Qty	Description	Unit Price	Total Price
2	29 Wildland T Helmet	\$ 29.50	\$ 855.50
3	29 Cairnes ESS Goggles	\$ 26.00	\$ 754.00
	Subtotal		\$ 1,609.50
	Tax		\$ 112.67
	Total		\$ 1,722.17

Bid Opened: March 27, 2008 @ 3:00 PM

Angela M. Seymour
Procurement Officer

COUNTY OF LEXINGTON

Procurement Services

MEMORANDUM

(O) 785-8319

(F) 785-2240

DATE: April 28, 2008

TO: Katherine L. Hubbard
County Administrator

THROUGH: Reggie Murphy
Procurement Manager

FROM: Angela M. Seymour
Procurement Officer

SUBJECT: **Fire Ground & Special Equipment**
B08055-04/01/08S
Public Safety/Fire Service

We received a purchase request for Fire Hose and Nozzles for Public Safety/Fire Service. Bidders were allowed to submit bids on one or multiple items, depending on the products they are able to provide. The County received eight (8) bids of which three (3) were no bids. (See attached bid tabulation).

Bids were evaluated by Russell Rawl, Fire Service Coordinator; Chief Eddie Turner, Operations Chief; and Angela M. Seymour, Procurement Officer. It is our recommendation to make multiple awards to the lowest bidders meeting specifications for a total cost, including applicable sales tax, of \$29,160.82 as follows:

Items #2, 5, 9, 12-15, 17, 19, 22-23, 25, 39, 43, 45	AllSource/Safe Industries	\$6,531.28
Items #1, 16, 20, 24, 26-29, 33, 36-38, 40, 46-47, 50, 52, 57-58	Newton Fire & Safety	\$6,554.82
Items #6, 7, 42, 49, 51	Wally's Fire & Safety	\$2,707.10
Items #3, 4, 21, 54, 55	Anderson Fire & Safety	\$7,815.28
Items #10, 11, 18, 30-31, 34-35, 41, 48	Slagle Fire Equipment	\$5,552.34

Funds are appropriated in the following account:

1000-131500-540021	Fire Ground & Special Equipment	\$29,160.82
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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 May 13, 2008.

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

County of Lexington
Bid Tabulation

BID: B08055-04/041/08S

Fire Ground Equipment and Tools

Item	Qty	Description	Southeastern Safety		Columbia Fire & Safety		Charlotte Equipment Sales		Allsource/Safe Industries	
			Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price
1	2	Tele-Lite		No Bid		No Bid		No Bid	\$ 349.00	\$ 698.00
2	2	Tele-Lite Support Cup for		No Bid		No Bid		No Bid	\$ 52.00	\$ 104.00
3	3	Honda Generator Kit		No Bid		No Bid		No Bid		No Bid
4	1	Fire Command Vest Set		No Bid		No Bid		No Bid		No Bid
5	2	Arkon PLMT mounting base		No Bid		No Bid		No Bid	\$ 25.00	\$ 50.00
6	1	Task Force Tip Piercing Applicator		No Bid		No Bid		No Bid		No Bid
7	1	Task Force Tip Shutoff Valve		No Bid		No Bid		No Bid		No Bid
8	2	4' Hawk Tool Solid Fiberglass I-Beam		No Bid		No Bid		No Bid		No Bid
9	2	6' L.A. Style trash hook		No Bid		No Bid		No Bid	\$ 84.00	\$ 168.00
10	2	ZICO ABCS Marriage set kit		No Bid		No Bid		No Bid	\$ 58.00	\$ 116.00
11	1	ZICO ZC-SQB-300-C Halligen Tool		No Bid		No Bid		No Bid	\$ 145.00	\$ 145.00
12	3	Flat Head 6lb Ax		No Bid		No Bid		No Bid	\$ 35.00	\$ 105.00
13	1	Tempest Vent Saw		No Bid		No Bid		No Bid	\$ 1,475.00	\$ 1,475.00
14	1	Tempest Electric Blower		No Bid		No Bid		No Bid	\$ 1,645.00	\$ 1,645.00
15	4	Hydrant Tool Bag		No Bid		No Bid		No Bid	\$ 98.00	\$ 392.00
16	1	Maintenance Lockout Kit		No Bid		No Bid		No Bid		No Bid
17	1	Tele-Lite Generators		No Bid		No Bid		No Bid	\$ 1,340.00	\$ 1,340.00
18	1	12' X 14' Canvas Salvage Cover		No Bid		No Bid		No Bid		No Bid
19	1	6' Dry Wall Hook		No Bid		No Bid		No Bid	\$ 85.00	\$ 85.00
20	1	New York roof hook		No Bid		No Bid		No Bid	\$ 90.00	\$ 90.00
21	1	Hydrant Tool Bag Darley #AR327		No Bid		No Bid		No Bid		No Bid
22	1	Multiple Applications Service Tool		No Bid		No Bid		No Bid	\$ 72.00	\$ 72.00
23	1	M.A.S.T. Bag		No Bid		No Bid		No Bid	\$ 16.00	\$ 16.00
24	1	Glas-Master Windshields Saw		No Bid		No Bid		No Bid	\$ 160.00	\$ 160.00
25	1	T-N-T Multi-Purpose Tool		No Bid		No Bid		No Bid	\$ 190.00	\$ 190.00
26	4	Steel Forestry fire rake		No Bid		No Bid		No Bid	\$ 45.00	\$ 180.00
27	6	Traffic Vest		No Bid		No Bid		No Bid		No Bid
28	3	Foam Container wrench		No Bid		No Bid		No Bid		No Bid
29	4	K-Tool Kit		No Bid		No Bid		No Bid	\$ 105.00	\$ 420.00
30	6	Booster Line Wrench		No Bid		No Bid		No Bid		No Bid
31	1	ARS 2 Strut Stabalization Kit		No Bid		No Bid		No Bid		No Bid
32	1	Telescoping Pole Kit		No Bid		No Bid		No Bid		No Bid
33	1	Molded seat organizer		No Bid		No Bid		No Bid		No Bid
34	2	Harrington Piston Intake		No Bid		No Bid		No Bid	\$ 1,600.00	\$ 3,200.00
35	8	Vinyl Salvage Covers		No Bid		No Bid		No Bid		No Bid
36	1	R & B Fabricators		No Bid		No Bid		No Bid		No Bid
37	1	6' pike poles		No Bid		No Bid		No Bid	\$ 68.00	\$ 68.00
38	8	Streamlight "Fire Vulcan" with dual LED		No Bid		No Bid		No Bid	\$ 84.00	\$ 672.00

Item	Qty	Description	Southeastern Safety		Columbia Fire & Safety		Charlotte Equipment Sales		Allsource/Safe Industries	
39	2	4' pike pole with Dry Wall Hook		No Bid		No Bid		No Bid	\$ 78.00	\$ 156.00
40	4	YELLOW heavy-duty 12/3 extension cord		No Bid		No Bid		No Bid	\$ 189.00	\$ 756.00
41	1	2.5" female to 1" male alloy adaptor		No Bid		No Bid		No Bid		No Bid
42	3	Hydrant Gate Valves		No Bid		No Bid		No Bid		No Bid
43	2	Live Electric Cord Reel		No Bid		No Bid		No Bid	\$ 124.00	\$ 248.00
44	1	Little Giant 1AA Ladder		No Bid		No Bid		No Bid		No Bid
45	1	4' Pike Pole		No Bid		No Bid		No Bid	\$ 58.00	\$ 58.00
46	4	Collapsable Safety Cones		No Bid		No Bid		No Bid		No Bid
47	1	Tactical Entry Tool		No Bid		No Bid		No Bid		No Bid
48	72	Tele-lite Sprinkler Stops		No Bid		No Bid		No Bid		No Bid
49	12	Bullard Battery		No Bid		No Bid		No Bid		No Bid
50	12	MSA Battery		No Bid		No Bid		No Bid		No Bid
51	6	Streamlight Survivor Battery (white sleeve)		No Bid		No Bid		No Bid	\$ 27.00	\$ 162.00
52	4	Streamlight Survivor Battery (black sleeve)		No Bid		No Bid		No Bid	\$ 28.00	\$ 112.00
53	2	Landing Zone/Scene Safety kits		No Bid		No Bid		No Bid		No Bid
54	20	Dry Chemical Extinguishers		No Bid		No Bid		No Bid	\$ 84.75	\$ 1,695.00
55	6	Foam Fire Extinguishers		No Bid		No Bid		No Bid	\$ 132.00	\$ 792.00
56	1	EMS Duffel with Safety Supplies		No Bid		No Bid		No Bid		No Bid
57	2	Cleamens Personal Accountability System		No Bid		No Bid		No Bid	\$ 149.00	\$ 298.00
58	1	Remote Lighting System		No Bid		No Bid		No Bid		No Bid

Item	Qty	Description	Newtons Fire Safety		Wally's Fire & Safety		Anderson Fire & Safety		Slagle Fire Equipment	
			Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price
1	2	Tele-Lite	\$ 340.00	\$ 680.00		No Bid	\$ 350.00	\$ 700.00	\$ 355.73	\$ 711.46
2	2	Tele-Lite Support Cup for	\$ 56.00	\$ 112.00		No Bid	\$ 55.00	\$ 110.00	\$ 57.95	\$ 115.90
3	3	Honda Generator Kit		No Bid		No Bid	\$ 1,555.00	\$ 4,665.00		No Bid
4	1	Fire Command Vest Set	\$ 380.00	\$ 380.00		No Bid	\$ 340.00	\$ 340.00		No Bid
5	2	Arkon PLMT mounting base	\$ 30.00	\$ 60.00		No Bid	\$ 35.00	\$ 70.00	\$ 35.94	\$ 71.88
6	1	Task Force Tip Piercing Applicator	\$ 530.00	\$ 530.00	\$ 447.00	\$ 447.00		No Bid		No Bid
7	1	Task Force Tip Shutoff Valve	\$ 206.00	\$ 206.00	\$ 121.00	\$ 121.00		No Bid		No Bid
8	2	4' Hawk Tool Solid Fiberglass I-Beam		No Bid		No Bid	\$ 80.00	\$ 160.00		No Bid
9	2	6' L.A. Style trash hook	\$ 90.00	\$ 180.00		No Bid	\$ 95.00	\$ 190.00	\$ 95.67	\$ 191.34
10	2	ZICO ABCS Marriage set kit	\$ 53.00	\$ 106.00		No Bid	\$ 63.00	\$ 126.00	\$ 49.02	\$ 98.04
11	1	ZICO ZC-SQB-300-C Halligen Tool	\$ 150.00	\$ 150.00		No Bid	\$ 160.00	\$ 160.00	\$ 149.87	\$ 149.87
12	3	Flat Head 6lb Ax	\$ 37.00	\$ 111.00		No Bid	\$ 45.00	\$ 135.00	\$ 41.85	\$ 125.55
13	1	Tempest Vent Saw	\$ 1,575.00	\$ 1,575.00		No Bid	\$ 1,585.00	\$ 1,585.00		No Bid
14	1	Tempest Electric Blower	\$ 1,657.00	\$ 1,657.00		No Bid	\$ 1,700.00	\$ 1,700.00	\$ 1,731.04	\$ 1,731.04
15	4	Hydrant Tool Bag	\$ 100.00	\$ 400.00		No Bid	\$ 63.00	\$ 252.00		No Bid
16	1	Maintenance Lockout Kit	\$ 366.00	\$ 366.00		No Bid		No Bid		No Bid
17	1	Tele-Lite Generators	\$ 1,442.00	\$ 1,442.00		No Bid	\$ 1,550.00	\$ 1,550.00	\$ 1,552.27	\$ 1,552.27
18	1	12' X 14' Canvas Salvage Cover	\$ 108.00	\$ 108.00		No Bid	\$ 100.00	\$ 100.00	\$ 82.33	\$ 82.33
19	1	6' Dry Wall Hook	\$ 88.00	\$ 88.00		No Bid	\$ 88.00	\$ 88.00	\$ 89.53	\$ 89.53
20	1	New York roof hook	\$ 68.00	\$ 68.00		No Bid	\$ 103.00	\$ 103.00	\$ 99.00	\$ 99.00

Item	Qty	Description	Newtons Fire Safety		Wally's Fire & Safety		Anderson Fire & Safety		Slagle Fire Equipment	
			Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price
21	1	Hydrant Tool Bag Darley #AR327	\$ 59.00	\$ 59.00		No Bid	\$ 29.00	\$ 29.00	\$ 46.53	\$ 46.53
22	1	Multiple Applications Service Tool	\$ 80.00	\$ 80.00		No Bid		No Bid		No Bid
23	1	M.A.S.T. Bag	\$ 22.00	\$ 22.00		No Bid		No Bid		No Bid
24	1	Glas-Master Windshields Saw	\$ 140.00	\$ 140.00		No Bid	\$ 202.00	\$ 202.00	\$ 166.92	\$ 166.92
25	1	T-N-T Multi-Purpose Tool	\$ 215.00	\$ 215.00		No Bid	\$ 230.00	\$ 230.00	\$ 215.05	\$ 215.05
26	4	Steel Forestry fire rake	\$ 44.00	\$ 176.00		No Bid	\$ 45.00	\$ 180.00	\$ 47.73	\$ 190.92
27	6	Traffic Vest	\$ 22.00	\$ 132.00		No Bid		No Bid		No Bid
28	3	Foam Container wrench	\$ 12.00	\$ 36.00		No Bid	\$ 15.00	\$ 45.00		No Bid
29	4	K-Tool Kit	\$ 104.00	\$ 416.00		No Bid	\$ 108.00	\$ 432.00	\$ 112.71	\$ 450.84
30	6	Booster Line Wrench	\$ 11.00	\$ 66.00		No Bid	\$ 12.50	\$ 75.00	\$ 8.29	\$ 49.74
31	1	ARS 2 Strut Stabalization Kit	\$ 1,460.00	\$ 1,460.00	\$ 2,600.00	\$ 2,600.00		No Bid	\$ 1,432.64	\$ 1,432.64
32	1	Telescoping Pole Kit		No Bid		No Bid		No Bid		No Bid
33	1	Molded seat organizer	\$ 77.00	\$ 77.00		No Bid		No Bid		No Bid
34	2	Harrington Piston Intake	\$ 810.00	\$ 1,620.00	\$ 975.00	\$ 1,950.00	\$ 795.00	\$ 1,590.00	\$ 643.29	\$ 1,286.58
35	8	Vinyl Salvage Covers	\$ 97.00	\$ 776.00		No Bid	\$ 106.00	\$ 848.00	\$ 112.82	\$ 902.56
36	1	R & B Fabricators	\$ 91.00	\$ 91.00		No Bid	\$ 95.00	\$ 95.00	\$ 92.55	\$ 92.55
37	1	6' pike poles	\$ 66.00	\$ 66.00		No Bid	\$ 83.00	\$ 83.00	\$ 72.98	\$ 72.98
38	8	Streamlight "Fire Vulcan" with dual LED	\$ 81.00	\$ 648.00		No Bid	\$ 85.00	\$ 680.00	\$ 99.49	\$ 795.92
39	2	4' pike pole with Dry Wall Hook	\$ 80.00	\$ 160.00		No Bid	\$ 92.00	\$ 184.00		No Bid
40	4	YELLOW heavy-duty 12/3 extension cord	\$ 154.00	\$ 616.00		No Bid	\$ 180.00	\$ 720.00	\$ 167.56	\$ 670.24
41	1	2.5" female to 1" male alloy adaptor	\$ 22.00	\$ 22.00		No Bid	\$ 32.50	\$ 32.50	\$ 20.94	\$ 20.94
42	3	Hydrant Gate Valves	\$ 292.00	\$ 876.00	\$ 250.00	\$ 750.00		No Bid	\$ 295.24	\$ 885.72
43	2	Live Electric Cord Reel	\$ 126.00	\$ 252.00		No Bid	\$ 135.00	\$ 270.00	\$ 146.12	\$ 292.24
44	1	Little Giant 1AA Ladder		No Bid		No Bid		No Bid		No Bid
45	1	4' Pike Pole	\$ 60.00	\$ 60.00		No Bid	\$ 74.00	\$ 74.00	\$ 64.86	\$ 64.86
46	4	Collapsable Safety Cones	\$ 39.00	\$ 156.00		No Bid		No Bid		No Bid
47	1	Tactical Entry Tool	\$ 175.00	\$ 175.00		No Bid		No Bid		No Bid
48	72	Tele-lite Sprinkler Stops	\$ 26.00	\$ 1,872.00		No Bid	\$ 20.00	\$ 1,440.00	\$ 16.20	\$ 1,166.40
49	12	Bullard Battery		No Bid	\$ 88.00	\$ 1,056.00		No Bid		No Bid
50	12	MSA Battery	\$ 73.00	\$ 876.00		No Bid		No Bid		No Bid
51	6	Streamlight Survivor Battery (white sleeve)	\$ 31.00	\$ 186.00	\$ 26.00	\$ 156.00	\$ 192.00	\$ 1,152.00	\$ 30.00	\$ 180.00
52	4	Streamlight Survivor Battery (black sleeve)	\$ 27.00	\$ 108.00	\$ 28.00	\$ 112.00	\$ 32.00	\$ 128.00	\$ 30.00	\$ 120.00
53	2	Landing Zone/Scene Safety kits		No Bid		No Bid		No Bid		No Bid
54	20	Dry Chemical Extinguishers	\$ 70.00	\$ 1,400.00		No Bid	\$ 79.00	\$ 1,580.00		No Bid
55	6	Foam Fire Extinguishers	\$ 165.00	\$ 990.00		No Bid	\$ 115.00	\$ 690.00		No Bid
56	1	EMS Duffel with Safety Supplies	\$ 488.00	\$ 488.00		No Bid		No Bid		No Bid
57	2	Cleamens Personal Accountability System	\$ 197.00	\$ 394.00		No Bid		No Bid		No Bid
58	1	Remote Lighting System	\$ 905.00	\$ 905.00		No Bid		No Bid		No Bid

Allsource/Safe Industries were low bids on item #11 and #57 but bid unknown alternate with no supporting literature

Newton Fire & Safety were #35 but did not bid equal item. They were also low bid on #54 but bid unknown alternate with no supporting literature.

Anderson's Fire & Safety low bid on #15 and second low bid on #35 but did not bid equal item.

SUMMARY

Item	Qty	Description	Allsource/Safe Industries	
			Unit Price	Total Price
2	2	Tele-Lite Support Cup for	\$ 52.00	\$ 104.00
5	2	Arkon PLMT mounting base	\$ 25.00	\$ 50.00
9	2	6' L.A. Style trash hook	\$ 84.00	\$ 168.00
12	3	Flat Head 6lb Ax	\$ 35.00	\$ 105.00
13	1	Tempest Vent Saw	\$ 1,475.00	\$ 1,475.00
14	1	Tempest Electric Blower	\$ 1,645.00	\$ 1,645.00
15	4	Hydrant Tool Bag	\$ 98.00	\$ 392.00
17	1	Tele-Lite Generators	\$ 1,340.00	\$ 1,340.00
19	1	6' Dry Wall Hook	\$ 85.00	\$ 85.00
22	1	Multiple Applications Service Tool	\$ 72.00	\$ 72.00
23	1	M.A.S.T. Bag	\$ 16.00	\$ 16.00
25	1	T-N-T Multi-Purpose Tool	\$ 190.00	\$ 190.00
39	2	4' pike pole with Dry Wall Hook	\$ 78.00	\$ 156.00
43	2	Live Electric Cord Reel	\$ 124.00	\$ 248.00
45	1	4' Pike Pole	\$ 58.00	\$ 58.00
		Subtotal		\$ 6,104.00
		Tax		\$ 427.28
		Total		\$ 6,531.28

Item	Qty	Description	Newtons Fire Safety	
			Unit Price	Total Price
1	2	Tele-Lite	\$ 340.00	\$ 680.00
16	1	Maintenance Lockout Kit	\$ 366.00	\$ 366.00
20	1	New York roof hook	\$ 68.00	\$ 68.00
24	1	Glas-Master Windshields Saw	\$ 140.00	\$ 140.00
26	4	Steel Forestry fire rake	\$ 44.00	\$ 176.00
27	6	Traffic Vest	\$ 22.00	\$ 132.00
28	3	Foam Container wrench	\$ 12.00	\$ 36.00
29	4	K-Tool Kit	\$ 104.00	\$ 416.00
33	1	Molded seat organizer	\$ 77.00	\$ 77.00
36	1	R & B Fabricators	\$ 91.00	\$ 91.00
37	1	6' pike poles	\$ 66.00	\$ 66.00
38	8	Streamlight "Fire Vulcan" with dual LED	\$ 81.00	\$ 648.00
40	4	YELLOW heavy-duty 12/3 extension cord	\$ 154.00	\$ 616.00
46	4	Collapsable Safety Cones	\$ 39.00	\$ 156.00
47	1	Tactical Entry Tool	\$ 175.00	\$ 175.00
50	12	MSA Battery	\$ 73.00	\$ 876.00
52	4	Streamlight Survivor Battery (black sleeve)	\$ 27.00	\$ 108.00
57	2	Cleamens Personal Accountability System	\$ 197.00	\$ 394.00
58	1	Remote Lighting System	\$ 905.00	\$ 905.00
		Subtotal		\$ 6,126.00
		Tax		\$ 428.82
		Total		\$ 6,554.82

Wally's Fire & Safety				
Item	Qty	Description	Unit Price	Total Price
6	1	Task Force Tip Piercing Applicator	\$ 447.00	\$ 447.00
7	1	Task Force Tip Shutoff Valve	\$ 121.00	\$ 121.00
42	3	Hydrant Gate Valves	\$ 250.00	\$ 750.00
49	12	Bullard Battery	\$ 88.00	\$ 1,056.00
51	6	Streamlight Survivor Battery (white sleeve)	\$ 26.00	\$ 156.00
		Subtotal		\$ 2,530.00
		Tax		\$ 177.10
		Total		\$ 2,707.10

Anderson Fire & Safety				
Item	Qty	Description	Unit Price	Total Price
3	3	Honda Generator Kit	\$ 1,555.00	\$ 4,665.00
4	1	Fire Command Vest Set	\$ 340.00	\$ 340.00
21	1	Hydrant Tool Bag Darley #AR327	\$ 29.00	\$ 29.00
54	20	Dry Chemical Extinguishers	\$ 79.00	\$ 1,580.00
55	6	Foam Fire Extinguishers	\$ 115.00	\$ 690.00
		Subtotal		\$ 7,304.00
		Tax		\$ 511.28
		Total		\$ 7,815.28

Slagle Fire Equipment				
Item	Qty	Description	Unit Price	Total Price
10	2	ZICO ABCS Marriage set kit	\$ 49.02	\$ 98.04
11	1	ZICO ZC-SQB-300-C Halligen Tool	\$ 149.87	\$ 149.87
18	1	12' X 14' Canvas Salvage Cover	\$ 82.33	\$ 82.33
30	6	Booster Line Wrench	\$ 8.29	\$ 49.74
31	1	ARS 2 Strut Stabalization Kit	\$ 1,432.64	\$ 1,432.64
34	2	Harrington Piston Intake	\$ 643.29	\$ 1,286.58
35	8	Vinyl Salvage Covers	\$ 112.82	\$ 902.56
41	1	2.5" female to 1" male alloy adaptor	\$ 20.94	\$ 20.94
48	72	Tele-lite Sprinkler Stops	\$ 16.20	\$ 1,166.40
		Subtotal		\$ 5,189.10
		Tax		\$ 363.24
		Total		\$ 5,552.34

Bids Opened: April 1, 2008

Angela M. Seymour
Procurement Officer

COUNTY OF LEXINGTON

Procurement Services

MEMORANDUM

(O) 785-8319

(F) 785-2240

DATE: April 18, 2008

TO: Katherine L. Hubbard
County Administrator

THROUGH: Reggie Murphy
Procurement Manager

FROM: Angela M. Seymour
Procurement Officer

SUBJECT: **Ammunition – Term Contract**
Sheriff's Department
Bid No. C08012-04/09/08S

Competitive bids were solicited and advertised for a term contract to provide Ammunition for the Sheriff's Department.

We received five (5) bids of which one (1) was a no bid (see attached bid tabulation). The bids were evaluated by Lt. Bill Wright, Sheriff's Department; and Angela M. Seymour, Procurement Officer. It is our recommendation to award this 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. We also recommend making multiple awards to the lowest bidders meeting specifications for a total cost, including applicable sales tax, of \$67,078.73 as follows:

Items #1, #3, #7	Lawmen's Safety Supply	\$18,521.70
Items #2, #4-6, #8-9	Craig's Firearm Supply	\$48,557.03

Funds are available in account number 1000-151100-521206.

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 May 13, 2008.

Attachment

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

County of Lexington

Bid Tabulation

BID: C08012-04/09/08S

Ammunition

Qty	U/M	Description	Craig's Firearm Supply		Arrington Police Distributors		Dana Safety	
			Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price
30	cs	9 MM Duty	\$ 149.63	\$ 4,488.90		No Bid		No Bid
150	cs	9 MM Training and Qualification	\$ 186.86	\$ 28,029.00	\$105.00	\$15,750.00		No Bid
10	cs	.40 Caliber Duty	\$ 162.08	\$ 1,620.80		No Bid		No Bid
40	cs	40 Caliber Training and Qualifcation	\$ 236.26	\$ 9,450.40	\$130.00	\$5,200.00		No Bid
15	cs	12 Guage Duty	\$ 107.56	\$ 1,613.40		No Bid		No Bid
10	cs	12 Guage Training and Qualification	\$ 73.25	\$ 732.50	\$75.00	\$750.00		No Bid
10	cs	.223 Duty	\$ 106.50	\$ 1,065.00	\$121.50	\$1,215.00		No Bid
30	cs	.223 Training and Qualification	\$ 68.25	\$ 2,047.50	\$121.50	\$3,645.00		No Bid
20	cs	9 MM Frangible	\$ 175.38	\$ 3,507.60	\$175.00	\$3,500.00		No Bid

Qty	U/M	Description	International Cartridge		Lawmen's Safety	
			Unit Price	Total Price	Unit Price	Total Price
30	cs	9 MM Duty		No Bid	\$352.00	\$10,560.00
150	cs	9 MM Training and Qualification		No Bid	\$186.00	\$27,900.00
10	cs	.40 Caliber Duty		No Bid	\$365.00	\$3,650.00
40	cs	40 Caliber Training and Qualification		No Bid	\$257.00	\$10,280.00
15	cs	12 Guage Duty		No Bid	\$137.00	\$2,055.00
10	cs	12 Guage Training and Qualification		No Bid	\$100.00	\$1,000.00
10	cs	.223 Duty		No Bid	\$310.00	\$3,100.00
30	cs	.223 Training and Qualification		No Bid	\$192.00	\$5,760.00
20	cs	9 MM Frangible	\$ 375.54	\$ 7,510.80	\$408.00	\$8,160.00

Schedule of Charges

			Craig's Firearm Supply	
Qty	U/M	Description	Unit Price	Total Price
150	cs	9 MM Training and Qualification	\$ 186.86	\$ 28,029.00
40	cs	40 Caliber Training and Qualifcation	\$ 236.26	\$ 9,450.40
15	cs	12 Guage Duty	\$ 107.56	\$ 1,613.40
10	cs	12 Guage Training and Qualification	\$ 73.25	\$ 732.50
30	cs	.223 Training and Qualification	\$ 68.25	\$ 2,047.50
20	cs	9 MM Frangible	\$ 175.38	\$ 3,507.60
		Subtotal		\$ 45,380.40
		Tax		\$ 3,176.63
		Total		\$ 48,557.03

			Lawmen's Safety	
Qty	U/M	Description	Unit Price	Total Price
30	cs	9 MM Duty	\$352.00	\$10,560.00
10	cs	.40 Caliber Duty	\$365.00	\$3,650.00
10	cs	.223 Duty	\$310.00	\$3,100.00
		Subtotal		\$17,310.00
		Tax		\$1,211.70
		Total		\$18,521.70

Bids Opened: April 9, 2008

Angela M. Seymour
Procurement Officer



LEXINGTON COUNTY SHERIFF'S DEPARTMENT

TRAINING DIVISION

Memo

To: Angela Seymour
From: Lt. Bill Wright
Date: 4/15/2008
Re: BID: C08012-04/09/08S – Ammunition

We have reviewed the bid tabulation and recommend the following;

Item #1 9mm Duty

We recommend acceptance of the bid submitted by Lawmen's Safety Supply Inc. for Speer 53617 124gr. +P at \$352.00 per thousand. *(The only bid submitted for our specified 9mm Duty ammunition.)*

Item #2 9mm Training and Qualification

We recommend acceptance of the bid submitted by Craig's Firearm Supply for Remington L9mm3 115gr. FMJ at \$186.86 per thousand. *(While .86 cents higher per thousand, Remington promises a 2 month delivery while Speer has a 6 month delivery.)*

Item #3 .40 cal Duty

We recommend acceptance of the bid submitted by Lawmen's Safety Supply Inc. for Speer 53970 165gr. at \$365.00 per thousand. *(The only bid submitted for our specified .40 S&W Duty ammunition.)*

Item #4 .40 cal. Training and Qualification

We recommend acceptance of the bid submitted by Craig's Firearm Supply for Remington L40SW3 180gr. FMJ at \$236.26 per thousand. *(The lowest bid and Remington has a shorter delivery time.)*

Item #5 12gauge Duty

We recommend acceptance of the bid submitted by Craig's Firearm Supply for Remington RR12RSB at \$107.56 per 250 rds. *(The lowest bid.)*

Item #6 12gauge Training and Qualification

We recommend acceptance of the bid submitted by Craig's Firearm Supply for Remington RR12HD8 at \$73.25 per 250 rds. *(The lowest bid.)*

Item #7 .223 cal Duty

We recommend acceptance of the bid submitted by Lawmen's Safety Supply Inc. for Federal T223E 55gr. at \$310.00 per 500rds. *(The only bid submitted for our specified .223 Duty ammunition.)*

Item #8 .223 cal Training and Qualification

We recommend acceptance of the bid submitted by Craig's Firearm Supply for Remington L223R3 at \$68.25 per 200 rds. *(The lowest bid.)*

Item #9 9mm Frangible

We recommend acceptance of the bid submitted by Craig's Firearm Supply for Remington LF9mmB at \$175.00 per 500 rds. *(Tied with Winchester for lowest bid and better delivery time..)*

COUNTY OF LEXINGTON

Procurement Services

MEMORANDUM

(O) 785-8319

(F) 785-2240

DATE: April 29, 2008

TO: Katherine L. Hubbard
County Administrator

THROUGH: Reggie Murphy
Procurement Manager

FROM: Angela M. Seymour
Procurement Officer

SUBJECT: **(14) GPS Navigation Systems (Grant Funds)**
B08058-04/23/08S
Sheriff's Department

We received a purchase request for fourteen (14) GPS Navigation Systems from the Sheriff's Department. The County received fourteen bids (14) of which one (1) was a no bid (See attached bid tabulation).

The bids were evaluated by Lt. James Gleaton, Sheriff's Department; and Angela M. Seymour, Procurement Officer. It is our recommendation to award this project to Loherngrin Enterprises as the lowest responsible bidder. The total cost, including applicable sales tax, is \$7,798.14.

Funds are appropriated in the following accounts:

2458-151200-5A8448	LE/Methamphetamine Initiative
(14) GPS Navigation Systems	\$7,798.14

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 May 13, 2008.

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

County of Lexington

Bid Tabulation

BID: B08058-04/23/08S
GPS Navigation Systems

		Ace Office Supplies		Loherngrin Enterprises		HB Distributors		Lee Transport Equipment	
Qty	Description	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price
14	GPS Navigation Systems	\$ 459.50	\$ 6,433.00	\$ 520.57	\$ 7,287.98	\$ 455.46	\$ 6,376.44	\$ 608.02	\$ 8,512.28
	Tax		\$ 450.31		\$ 510.16		\$ 446.35		\$ 595.86
	Total		\$ 6,883.31		\$ 7,798.14		\$ 6,822.79		\$ 9,108.14

		Gateway Professional		Howard Industries, Inc.		Howard Industries (Alternate)		American Diversity Business Solution	
Qty	Description	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price
14	GPS Navigation Systems	\$ 526.50	\$ 7,371.00	\$ 411.00	\$ 5,754.00	\$ 406.00	\$ 5,684.00	\$ 640.15	\$ 8,962.10
	Tax		\$ 515.97		\$ 402.78		\$ 397.88		\$ 627.35
	Total		\$ 7,886.97		\$ 6,156.78		\$ 6,081.88		\$ 9,589.45

		Chemical Environmental Consulting		Business Services		Focus Camera, Inc		Advanced Covert Technology	
Qty	Description	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price
14	GPS Navigation Systems	\$ 1,080.00	\$ 15,120.00	\$ 379.99	\$ 5,319.86	\$ 441.85	\$ 6,185.90	\$ 899.95	\$ 12,599.30
	Tax		\$ 1,058.40		\$ 372.39		\$ 433.01		\$ 881.95
	Total		\$ 16,178.40		\$ 5,692.25		\$ 6,618.91		\$ 13,481.25

		Crutchfield Corporation		The GPS Store	
Qty	Description	Unit Price	Total Price	Unit Price	Total Price
14	GPS Navigation Systems		No Bid	\$ 619.76	\$ 8,676.64
	Tax		No Bid		\$ 607.36
	Total		No Bid		\$ 9,284.00

Business Services was low bid but bid an unknown alternate with no supporting literature

Howard Industries Original and Alternate did not bid an equal item

Focus Camera, Inc. was low bid but bid an unknown alternate with no supporting literature

HB Distributors did not bid an equal item.

Bids Opened: April 23, 2008

Angela M. Seymour
Procurement Officer

COUNTY OF LEXINGTON

Procurement Services

MEMORANDUM

(O) 785-8319

(F) 785-2240

DATE: April 23, 2008

TO: Katherine L. Hubbard
County Administrator

THROUGH: Reggie Murphy
Procurement Manager

FROM: Angela M. Seymour
Procurement Officer

SUBJECT: **Weapons Purchase and Disposal of Used and Confiscated Firearms**
Bid No. B08052-04/02/08S
Sheriff's Department

Competitive bids were solicited and advertised for Weapons Purchase and Disposal of Used and Confiscated Firearms for the Sheriff's Department. The Lexington County Sheriff's Department is selling seized and confiscated firearms, along with old service weapons, to a firearms dealer in order to acquire new service weapons for our officers. The intent of this process is to purchase new weapons without using appropriated funds in our existing accounts; thereby saving money. Many of our existing service weapons are over 20 years old and are in need of replacement.

We received five (5) bids (see attached bid tabulation). Bids were evaluated by Colonel Allan Paavel, Sheriff's Department; Lieutenant Bill Wright, Sheriff's Department; and Angela M. Seymour, Procurement Officer. The bid was set-up to allow vendors to bid on four (4) separate lots. Lot #1 included the purchase of all items less the trade-in offer. Lot #2 and Lot #3 were for the purchase of guns and holsters respectively. Lot #4 was for the sale of the used service and confiscated weapons.

It is our recommendation to award Lot #2 to Dana Safety dba Palmetto Distributors as being the lowest responsible bidder meeting specifications for the weapons and Lot #3 to Lawmen's Safety Supply as being the lowest responsible bidder meeting specifications for the holsters. Lot #4 to Craig's Firearm Supply as being the highest offer for the sale of the used service and confiscated weapons for a total cost including the sales option and sales tax for a net positive difference to the County of \$15.87. Funds will be appropriated from the net sales of the weapons.

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 May 13, 2008.

Attachment

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

County of Lexington

Bid Tabulation

B08052
ams
4/2/08

BID: B08052-04/02/08S

Weapons Purchase and Disposal of Used and Confiscated Firearms

Lot #1			Danville Pool and Spa	Craig's Firearm Supply			Palmetto/Dana Safety			Sig Sauer	Lawmen's Safety Supply		
Item #	Qty	Description	Total Price	# of Guns	Unit Price	Total Price	# of Guns	Unit Price	Total Price	Total Price	# of Guns	Unit Price	Total Price
1	10	Safariland Model 6280 holsters in plain black STX finish to fit GLOCK Model 17/19 – Left hand	No Bid			No Bid		\$58.00	\$580.00	No Bid		\$57.90	\$579.00
2		GLOCK 17 or 19, 9mm w/GLOCK night sights, and three (3) magazines	No Bid	46	409.00	\$18,814.00	34	\$406.00	\$13,804.00	No Bid	25	\$409.00	\$10,225.00
3		Safariland Model 6280 holsters in plain black STX finish to fit GLOCK Model 17/19 – Right hand	No Bid			No Bid	37	\$58.00	\$2,146.00	No Bid	25	\$57.90	\$1,447.50
		Tax	No Bid		28.63	\$1,316.98			\$1,157.10	No Bid			\$857.61
		Total	No Bid			\$20,130.98			\$17,687.10	No Bid			\$13,109.11
4	1	Trade-in value of used service and confiscated firearms	No Bid			\$20,250.00			\$17,700.00	No Bid			\$13,109.11
Lot #2													
1	1	GLOCK 17 or 19, 9mm w/GLOCK night sights, and three (3) magazines	No Bid		\$409.00	\$409.00		\$406.00	\$406.00	No Bid		\$409.00	\$409.00
Lot #3													
1		Safariland Model 6285 holsters in plain black STX finish to fit GLOCK Model 17/19 – Left hand.	No Bid			No Bid		\$58.00	\$58.00	No Bid		\$57.90	\$57.90
2		Safariland Model 6285 holsters in plain black STX finish to fit GLOCK Model 17/19 – Right hand.	No Bid			No Bid		\$58.00	\$58.00	No Bid		\$57.90	\$57.90
3		Safariland Model 6377 holsters in plain black STX finish to fit GLOCK Model 19 – Right hand.	No Bid			No Bid		\$28.00	\$28.00	No Bid		\$27.80	\$27.80
4		Safariland Model 6377 holsters in plain black STX finish to fit GLOCK Model 19 - Left Hand	No Bid			No Bid		\$28.00	\$28.00	No Bid		\$27.80	\$27.80
Lot #4													
1		Offer To Purchase Used Service And Confiscated Firearms	\$7,601.00			\$20,250.00			\$17,700.00	No Bid			\$13,300.00

Sig Sauer no bid for the reason the they were unable to meet specifications.

Bids opened April 1, 2008

Angela M. Seymour
Procurement Officer

COUNTY OF LEXINGTON

Procurement Services

MEMORANDUM

(O) 785-8319

(F) 785-2240

DATE: April 23, 2008

TO: Katherine L. Hubbard
County Administrator

THROUGH: Reggie Murphy
Procurement Manager

FROM: Angela M. Seymour
Procurement Officer

SUBJECT: (1) Farmer's Used Oil Tank (Grant Funds)
B08054-04/16/08S
Solid Waste Management

We received a purchase request for one (1) Farmer's Used Oil Tank from Solid Waste Management. The County received two (2) bids (See attached bid tabulation).

The bids were evaluated by Mary Pat Baldauf, Recycling Coordinator; and Angela M. Seymour, Procurement Officer. It is our recommendation to award this project to S.E.W.E Company as the lowest bidder. The total cost, including applicable sales tax, is \$14,065.15.

Funds are appropriated in the following accounts:

5722-121207-5A8350	SW/DHEC Used Oil Grant
(1) Farmers Used Oil Tank	\$14,065.15

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 May 13, 2008.

copy: Larry Porth, Director of Finance/Assistant County Administrator
Joe Mergo, Deputy County Administrator
Dave Eger, Director of Solid Waste Management

County of Lexington

Bid Tabulation

BID: B08054-04/16/08S

Agricultural Oil Tank

Qty	Description	S.E.W.E Company		Safe-T-Tank Corporation	
		Unit Price	Total	Unit Price	Total
1	Agricultural Oil Tank	\$ 12,495.00	\$ 12,495.00	\$ 14,200.00	\$ 14,200.00
	Installation (Optional)		\$ 650.00		\$ 750.00
	Subtotal		\$ 13,145.00		\$ 14,950.00
	Tax		\$ 920.15		\$ 1,046.50
	Total		\$ 14,065.15		\$ 15,996.50

Bid Opened: April 16, 2008

Angela M. Seymour
Procurement Officer

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



County of Lexington

County Council

212 South Lake Drive, Suite 601

Lexington, South Carolina 29072

TELEPHONE: (803) 785-8103 FAX: (803) 785-8101

TO: County Council

FROM: Diana Burnett

DATE: May 13, 2008

RE: Summer Meeting Schedule

It has been the custom of Council to meet only once during the months of July, August and September. The SCAC 41th Annual Conference is scheduled for July 30-August 3. If Council wishes to meet only once a month, it would be helpful to make a decision as soon as possible so that staff can plan accordingly. Of course, the Chairman can always call a special meeting if needed.

Thank you.

DWB/jrb

July 2008

Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
		1	2	3	4 Fourth of July Offices Closed	5
6	7	8 Council Meeting	9	10	11	12
13	14	15	16	17	18	19
20	21	22 Council Meeting	23	24	25	26
27	28	29 SCAC	30 SCAC	31 SCAC		

August 2008

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

September 2008

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



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
	Newspaper Advertisement
	Notices Mailed

4/15/08	Fee Received
	Property Posted
	Planning Commission

Planning Commission Recommendation: _____

5/13/08	First Reading	Public Hearing	Second Reading	Third Reading
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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

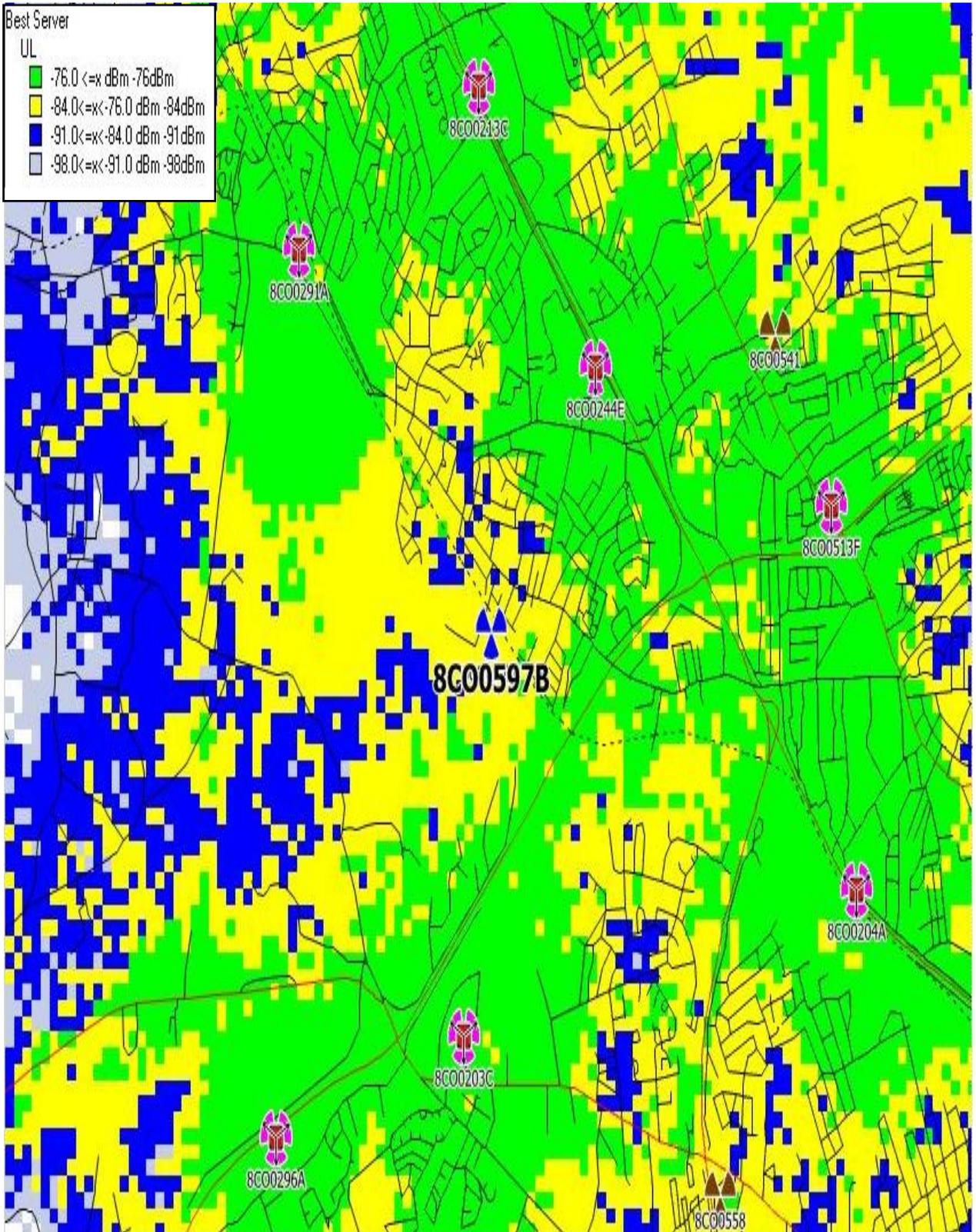
A. CURRENTLY, THE AREA AROUND THE LOCATION OF THE PROPOSED COMMUNICATIONS TOWER HAS INADEQUATE COVERAGE, AS A GAP IN QUALITY COVERAGE EXISTS IN THE AREA SURROUNDING THE INTERSECTION OF GARDEN VALLEY LAND AND BUSH RIVER ROAD.

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.

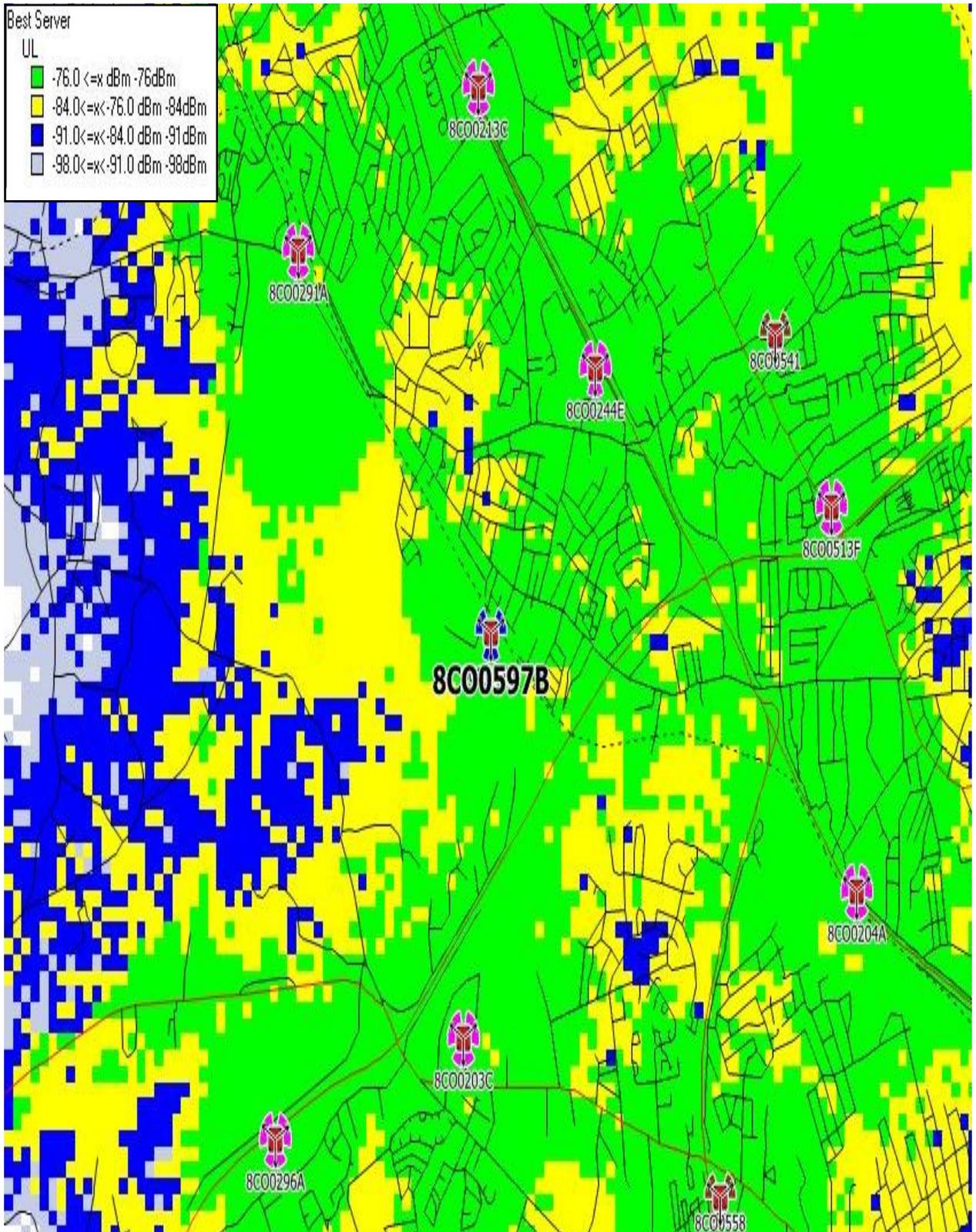
2. THERE ARE NO SUITABLE EXISTING STRUCTURES FOR T-MOBILE TO COLOCATE ON WHICH WILL EFFECTIVELY ADDRESS THE SAME CAPACITY AND SERVICE ISSUES TARGETED BY THE PROPOSED TOWER LOCATION. FURTHERMORE, THERE ARE NO EXISTING COMMUNICATIONS TOWERS IN CLOSE PROXIMITY TO THIS PROPERTY THAT CAN ACCOMMODATE ADDITIONAL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

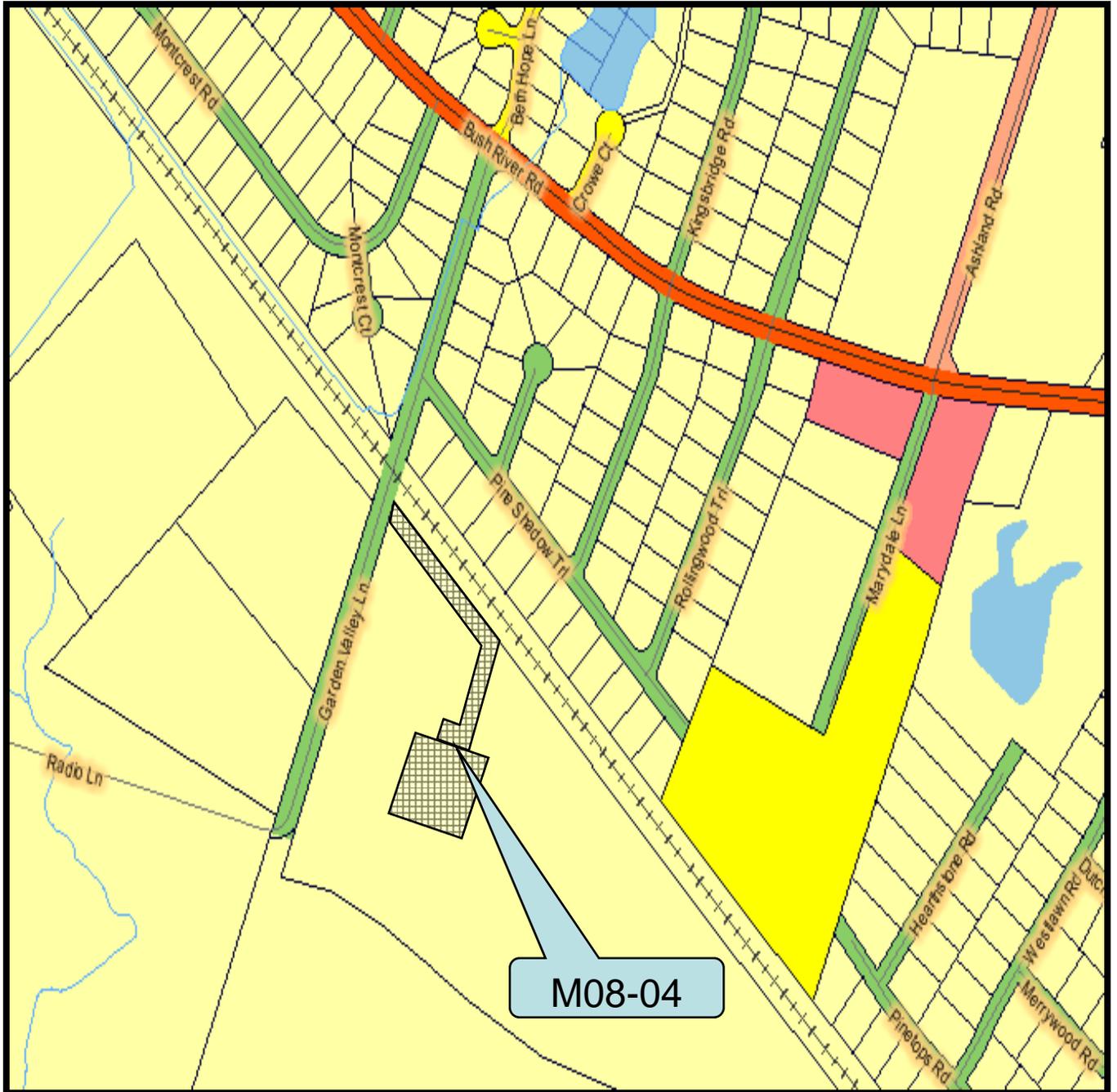
Coverage Without Tower



Coverage With Tower



Zoning Map Amendment Application M08-04



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



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



COMMITTEE REPORT

RE: Violence Against Women Act (VAWA) Grant Application

DATE: May 2, 2008

COMMITTEE: Justice

MAJORITY REPORT: Yes

The Justice Committee met on Tuesday, April 22, 2008, to review the request from the Sheriff's department for the Violence Against Women Act (VAWA) Application.

Colonel Allen Paavel presented a request to apply for the Violence Against Women Act (VAWA) Grant totaling \$203,217 with a 25% in-kind match of \$67,739. The match will be a percentage of a salary or operating expenses that will be paid by either the Sheriff's Department General Fund or Special Revenue fund that is budgeted in the FY 2008-09 budget. The grant provides the prosecutor with one investigator and a program coordinator for the domestic criminal violence program.

The Justice Committee voted unanimously to recommend that Council approve staff's request to apply for the Violence Against Women Act (VAWA) Grant.

ORDINANCE 08-08

AN ORDINANCE ADOPTING A SUPPLEMENTAL APPROPRIATION FOR FISCAL YEAR 2007-2008

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

Section 1. Findings. Since the adoption of the annual budget for the Fiscal Year 2007-2008, County Council has determined that additional funding needs to be appropriated to meet certain needs of the County in order to purchase certain property needed by Lexington County.

NOW, THEREFORE, be it enacted by the County Council of Lexington County as follows:

County Council hereby makes a supplemental appropriation of funds in an amount of Three Hundred Thousand and no/100 (\$300,000.00) Dollars for the purpose of purchasing certain property needed by Lexington County.

Enacted this _____ day of _____, 2008.

William C. Derrick
Chairman, Lexington County Council

ATTEST:

Diana Burnett, Clerk

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



COUNTY OF LEXINGTON, SOUTH CAROLINA

Community Development

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

ZONING MAP AMENDMENT APPLICATION # **M08-03**

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

Applicant requests a change in road classification for Old Chapin Road from Lexington Town limits 260' north towards Maxie Road, and Maxie Road from the intersection of Old Chapin Road 1000' north towards Ashley Hills Drive.

Zoning Classifications: (Current) RL4 - Residential Local 4 (Proposed) L - Local

TMS#: N/A Property Owner: N/A

Reason for the request: To allow medical and professional offices.

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: 4/2/2008 Applicant: Owner Agent Other

Phone #(s): cell (803) 622-0535 _____

Signature: Signature on File Printed Name: Albert J. Sanders

Street/Mailing Address: PO Box 3198, West Columbia, SC 29171

4/2/2008	Application Received
4/24/2008	Newspaper Advertisement
4/22/2008	Notices Mailed

4/2/2008	Fee Received
4/28/2008	Property Posted
	Planning Commission

Planning Commission Recommendation: _____

4/22/08	First Reading	5/13/08	Public Hearing	Second Reading	Third Reading
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Results: _____

COUNTY OF LEXINGTON, SOUTH CAROLINA
Department of Community Development
County Administration Building (803) 785-8121
212 South Lake Drive Suite 401 Lexington, South Carolina 29072

STAFF SUMMARY ZONING MAP AMENDMENT #M08-03

Description of the amendment: This map amendment request is for a road classification change for a portion of Old Chapin Road and Maxie Road. The current road classification is RL4 (Residential Local Four). The request is to change the road classification to L (Local).

Character of the Area: The immediate area is primarily single family residential with attached housing just inside the Lexington Town limit. There is commercial activity at the intersection of Old Chapin Road and Maxie Road.

Zoning History: This property is in the Central Lexington County Planning area zoned on December 9, 1986. Since that time there have been two map amendment requests in the immediate area. One amendment was partially approved changing portions of Old Chapin Road and Maxie Road to RL4 classification. The other map amendment request #M06-15, is the same as this current request.

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

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

EXCERPTS TAKEN FROM:

LEXINGTON COUNTY



ZONING ORDINANCE

October 25, 2006

22.02 Chart of Permitted Access by Street Classification

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

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

Proposed Zoning

7

Current Zoning

A	C	L	RL6	RL5	RL4	LL & Max. Limits	ACTIVITIES
✓	✓	✓				✓ .09 FAR	Administrative Offices
✓							Advertising Signs
✓	✓	✓					Airports
✓	✓	✓					Animal Operations
✓	✓	✓					Boat Docks
✓	✓	✓					Bus and Transit Terminals
✓	✓	✓				✓ .05 FAR	Business Services
✓	✓	✓				✓	Cemeteries
✓	✓	✓					Child or Adult Day Care
✓	✓	✓					Churches
✓	✓	✓				✓ .03 FAR	Communication Towers
✓	✓	✓					Community Education
✓	✓	✓					Construction Services
✓	✓	✓				✓	Crops
✓	✓	✓					Detention Centers
✓	✓	✓				✓	Essential Services (Limited)
✓	✓	✓					Essential Services (Extensive)
✓	✓	✓					Fancier's Kennel/Cattery
✓	✓	✓					Food Services
✓	✓	✓					General Repair and Maintenance Services
✓	✓	✓				✓ .03 FAR	General Retail (Limited)
✓	✓	✓				✓ .03 FAR	General Retail (Extensive)
✓	✓	✓	✓##	✓##	✓##		Golf Courses
✓	✓	✓	✓*	✓*	✓*		Group Assembly (Limited)
✓	✓	✓	✓*	✓*	✓*		Group Assembly (Intermediate)
✓	✓	✓#					Group Assembly (Extensive)
✓	✓	✓	✓			✓ 5.5 DU/acre	Group Housing
✓	✓	✓#					Hospitals
✓	✓	✓					Kennels, Catteries, and Stables
✓	✓	✓					Landfills (Limited)
✓	✓	✓**					Landfills (Intermediate)
✓	✓**						Landfills (Extensive)
✓	✓	✓					Manufacturing (Light Assembly)
✓	✓	✓					Manufacturing (Limited)
✓	✓	✓					Manufacturing (Intermediate)
✓	✓	✓					Manufacturing (Extensive)
✓	✓	✓					Marinas
✓	✓	✓				✓ .07 FAR	Medical Services
✓	✓						Military Installations
✓	✓	✓					Mining (Limited)
✓	✓	✓					Mining (Intermediate)
✓	✓	✓					Mining (Extensive)
✓	✓	✓	✓	✓	✓	✓	Mini-Parks
✓	✓	✓					Mini-Warehouses
✓	✓	✓	✓	✓	✓	✓ 4 DU/acre	Mobile Homes
✓	✓	✓	✓			✓ 6 DU/acre	Mobile Home Parks
✓	✓	✓	✓	✓	✓	✓	Natural Reserves
✓	✓	✓	✓				Non-Assembly Cultural

Proposed Zoning

Current Zoning

A	C	L	RL6	RL5	RL4	LL & Max. Limits	ACTIVITIES
✓	✓	✓				✓ 12 Beds/acre	Nursing Homes
✓	✓	✓				✓ .03 FAR	Personal Convenience Services
✓	✓	✓				✓	Plant Nurseries
✓	✓	✓					Power Plants
✓	✓	✓				✓ .09 FAR	Professional Services
✓	✓	✓					Radioactive Materials Handling
✓	✓	✓					Railroad
✓	✓	✓					Recycling Centers
✓	✓	✓				✓ .09 FAR	Research Services
✓	✓	✓	✓	✓	✓	✓ 4 DU/acre	Residential Detached
✓	✓	✓	✓	✓		✓ 4 DU/acre	Residential Attached(2 Dwelling Units)
✓	✓	✓	✓			✓ 6 DU/acre	Residential Attached(3 or more Dwelling Units)
✓	✓	✓	✓			✓ 6 DU/acre	Retirement Centers/Assisted Living
✓	✓	✓					Salvage/Wrecking Yard
✓	✓	✓					Scrap Operations
✓	✓	✓					Business Parks
✓	✓	✓					Shopping Centers
✓	✓	✓					Industrial Parks
✓	✓	✓					Towing and Impoundment Lot
✓	✓	✓					Trade Enterprises
✓	✓	✓					Transient Habitation
✓	✓	✓					Transport & Warehousing (Limited)
✓	✓	✓					Transport & Warehousing (Extensive)
✓	✓	✓					Transport Services
✓	✓	✓					Undertaking
✓	✓	✓	✓	✓	✓	✓	Utilities
✓	✓	✓					Vehicle Parking
✓	✓	✓				✓	Vehicle Repair
✓	✓	✓				✓ .03 FAR	Vehicle Sales
✓	✓	✓					Vehicle Servicing (Limited)
✓	✓	✓					Vehicle Servicing (Extensive)
✓	✓	✓					Veterinarian
✓	✓	✓					Zoos

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

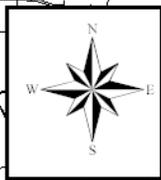
** Access by these classifications is allowed only if the street is paved.

Access by this classification is allowed only if the activity also has access to an Arterial or Collector Street.

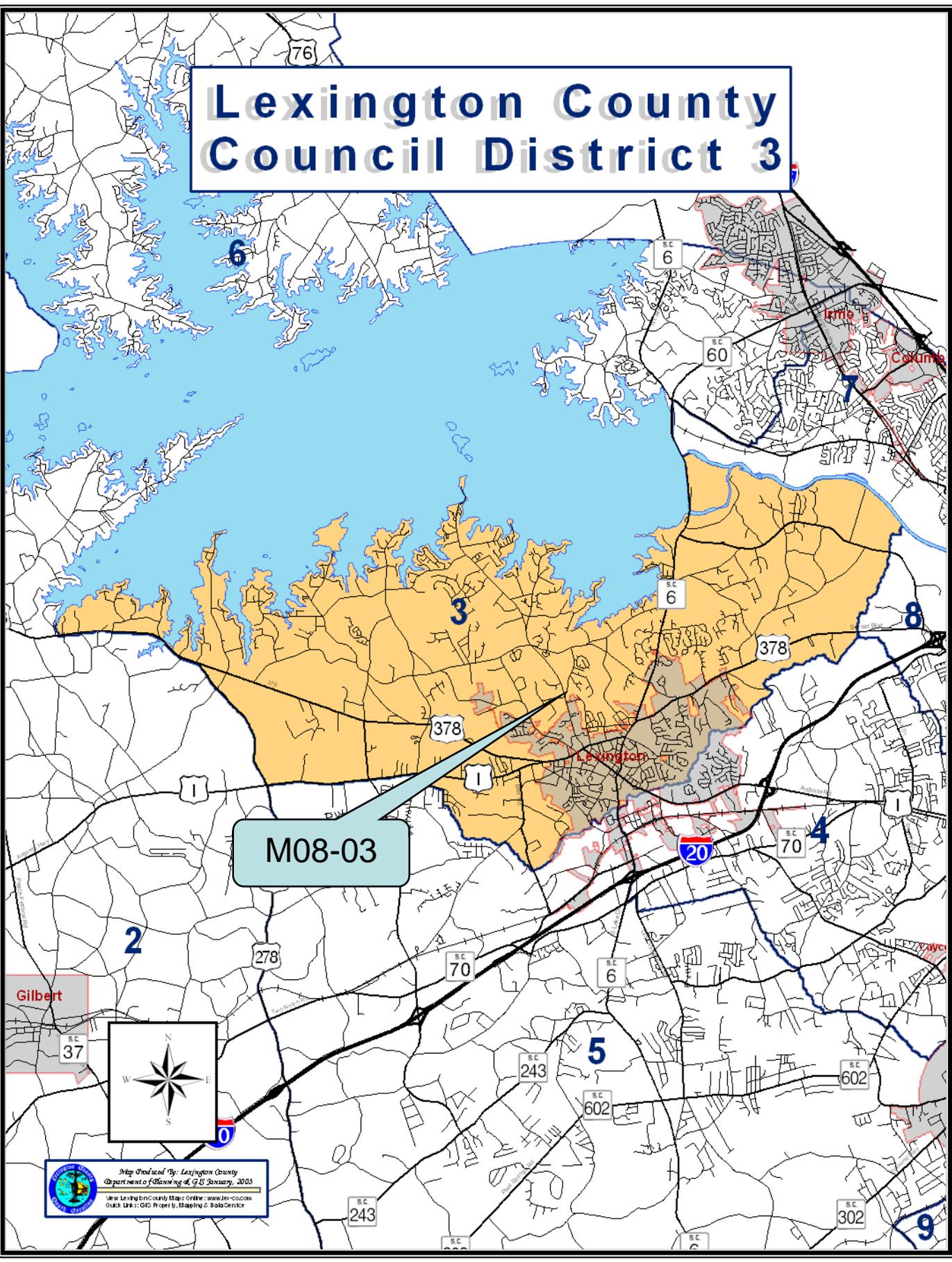
Access by this classification is allowed only if the Golf Course activity is a part of a planned development that includes residential development as a part of its design.

Lexington County Council District 3

M08-03



Map Produced By: Lexington County
Department of Planning & GIS January, 2005
View Lexington County Maps Online: www.lex-co.com
Quick Links: GIS Property, Mapping & Data Service

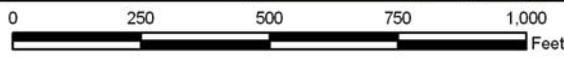
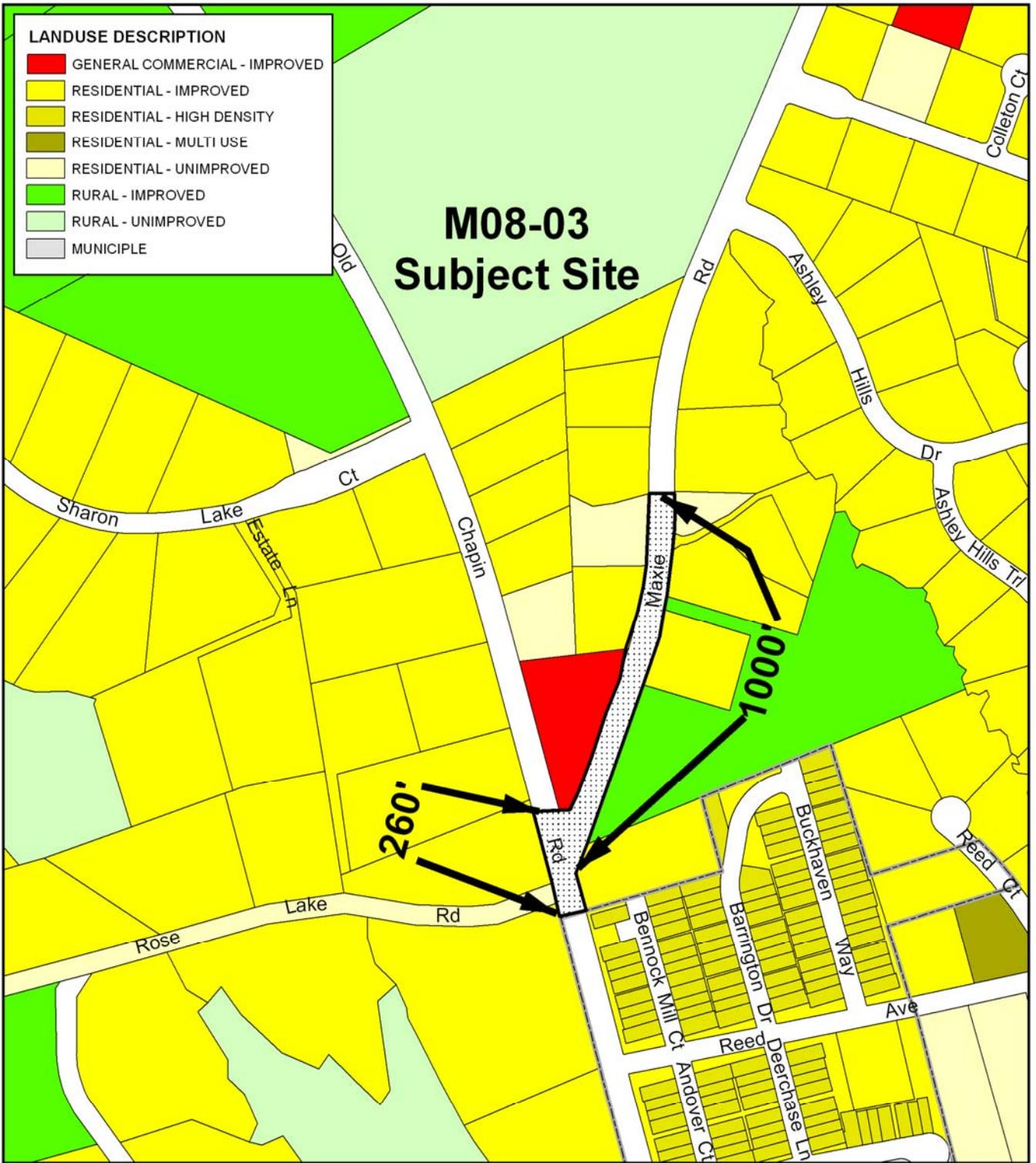


Zoning Map Amendment Application M08-03



ZONING LEGEND

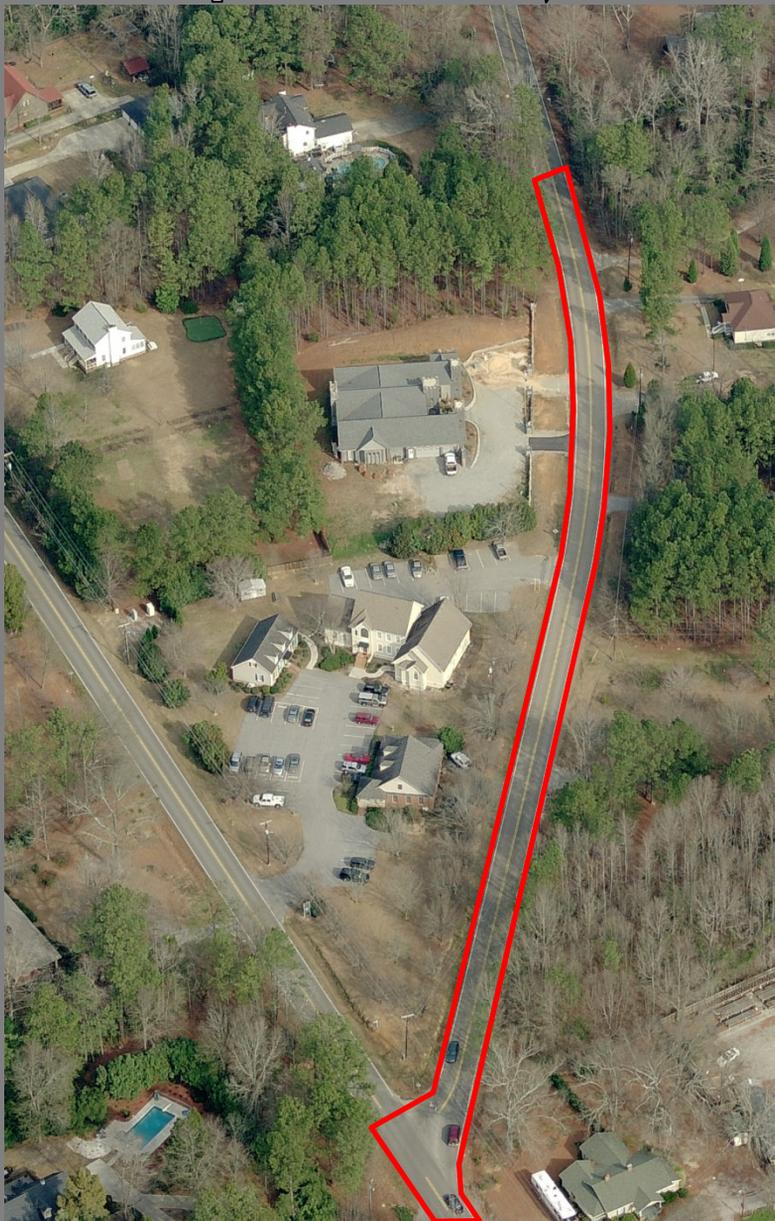
	I - Interstate		RL5 - Residential Local 5		ID - Intensive Development
	A - Arterial Road		RL6 - Residential Local 6		PD - Planned Development
	C - Collector Road		LC - Limited Commercial		R1 - Low Density Residential
	L - Local Road		C1 - Neighborhood Commercial		R2 - Medium Density Residential
	LL -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



**Existing Landuse
Map Amendment # M08-03**

Zoning Map Amendment Application M08-03

260 ft. of Old Chapin Rd and 1,000 ft of Maxie Rd



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